

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

923



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
October 27, 2009

SUBJECT: Approval to Enter Into a Funding Agreement with Riverside County Office of Education

RECOMMENDED MOTION:

1. Approve the Department of Public Social Services (DPSS) to enter into the funding Agreement (# AA-01471) with the Riverside County Office of Education (RCOE) for the period of September 1, 2009 - June 30, 2010 for an amount not to exceed \$100,000 to supply fraud investigation services, with an option to renew for one (1) additional year;
2. Authorize the Chairman of the Board to sign the agreement;
3. Authorize the Director of the DPSS to administer the contract;
4. Instruct the Auditor Controller to adjust the DPSS budget as outlined in Schedule A; and

Susan Loew

Susan Loew, Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
Annual Net County Cost:	\$ 0	For Fiscal Year:	09-10

SOURCE OF FUNDS: Riverside County Office of Education

Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *Samuel Wong*
 SAMUEL WONG, Departmental Concurrence
 County Counsel

Consent
 Policy
 Consent
 Policy

Prev. Agn. Ref.: N/A District: All Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.78

Dept's Recomm.:
 Per Exec. Ofc.:

TO: BOARD OF SUPERVISORS

DATE: October 27, 2009

SUBJECT: Approval to Enter Into a Funding Agreement with Riverside County Office of Education

MOTION (Continued):

5. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal options and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision and additional revenue up to a 50% increase.

BACKGROUND:

As an additional source of revenue, the Department of Public Social Services (DPSS) would like to enter into a funding agreement with the Riverside County Office of Education (RCOE) to provide fraud prevention and investigation services.

One of the many programs administered by RCOE is child care for low-income families. DPSS also administers a child care program for our CalWORKs customers. As our customers obtain employment and leave CalWORKs, we refer them to RCOE for continuing child care services.

As a result of our current partnership, DPSS and RCOE began to discuss fraud prevention and investigation activities.

DPSS has a unit dedicated to the prevention and investigation of welfare fraud, including fraud associated with child care services. RCOE is seeking to expand our partnership to include fraud prevention and investigation service for their child care program. DPSS has experienced investigators and tools to offer RCOE this support.

RCOE is prepared to reimburse DPSS for services provided to support their program.

FINANCIAL:

100% of DPSS expense will be reimbursed by RCOE revenue. No County General Funds would be required.

ATTACHMENT:

Schedule A – Budget Adjustments

CONCUR/EXECUTE:

Auditor Controller

SL:PR:clh

Schedule A Budget Adjustments

Decrease Estimated Revenue:

5100100000 – 10000 – 750300 CA-Public Asst Administration - \$35,000

5100100000 – 10000 – 760000 Fed-Public Assistance Admin - \$65,000

Increase Estimated Revenue:

5100100000 – 10000 – 781720 Salary Reimbursement - \$100,000

Original 1/24

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

SERVICES CONTRACT: AA-01471
 CONTRACTOR: Riverside County Office of Education
 CONTRACT TERM: September 1, 2009 - June 30, 2010
 MAXIMUM REIMBURSABLE AMOUNT: \$100,000.00

WHEREAS, the Riverside County Office of Education, hereinafter referred to as RCOE, desires to utilize Fraud Prevention and Investigation Services.

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, is qualified to provide Fraud Prevention and Investigation Services:

WHEREAS, RCOE desires DPSS to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, RCOE and DPSS do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

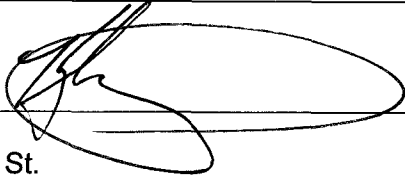
Authorized Signature for Riverside County Office of Education:	Authorized Signature for County of Riverside:
Printed Name of Person Signing: Kenneth Young	Printed Name of Person Signing: Jeff Stone
Title: Superintendent 	Title: Chairman, Board of Supervisors
Address: 3939 Thirteenth St. Riverside, CA 92501	Address: 4080 Lemon Street Riverside, CA 92501
Date Signed:	Date Signed:

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CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services.
- B. "RCOE" refers to the Riverside County Office of Education.

II. RCOE RESPONSIBILITIES

- A. Assign staff to be liaison between the Riverside County Office of Education and DPSS.
- B. Pay DPSS for work performed according to the DPSS Responsibilities contained herein, below.

III. DPSS RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the DPSS and the RCOE.
- 2. Perform Fraud Prevention and Investigation Services as requested by RCOE.

B. REPORTING

DPSS shall:

- 1. Supply RCOE with the results of the investigations in a format to be agreed upon by RCOE and DPSS.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$100,000.00.

2. UNIT OF SERVICE COST RATE

Position	# of Units	Amount per Unit	Total Amount
Supervising Welfare Fraud Investigator	347	\$51.86	\$18,000
Welfare Fraud Investigator	2,274	\$36.05	\$82,000
Total			\$100,000

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. DPSS will be paid the actual amount of each invoice for payment in a format mutually agreed upon by the parties.

DPSS will provide a copy of individual monthly time study sheets, individual payroll register, and a summarized salary and benefit register showing pay period, and paid dollar amounts.

There will be no authorization of overtime hours under this contract.

- b. All completed claims must be submitted no later than 45 days after the services were provided. All complete claims submitted in a timely manner shall be processed within thirty (30) calendar days.
- c. Each claiming period shall consist of one (1) month and the corresponding County of Riverside pay period expenditure within that month.

D. ADMINISTRATIVE

1. CONFIDENTIALITY

DPSS shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence. All records and information concerning any and all persons referred to the DPSS shall be considered and kept confidential by the DPSS, its staff, agents, employees and volunteers. DPSS shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

DPSS shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. DPSS agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

2. HOLD HARMLESS/INDEMNIFICATION

RCOE shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of RCOE, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of RCOE, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract.

With respect to any action or claim subject to indemnification herein by RCOE, RCOE shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

DPSS shall indemnify and hold harmless the Riverside County Office of Education (RCOE), its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of DPSS, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of DPSS, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract.

With respect to any action or claim subject to indemnification herein by DPSS, DPSS shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of RCOE; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

3. INSURANCE

- a. Without limiting or diminishing RCOE's obligation to indemnify or hold the COUNTY harmless, RCOE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

- (1) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of RCOE's performance of its obligations hereunder. Policy shall name 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. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(2) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then RCOE 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 Contract or be no less than two (2) times the occurrence limit. Policy shall name 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 Insured(s).

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M 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.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, RCOE's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) RCOE shall cause RCOE's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. RCOE 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 it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the RCOE's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or

deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- (5) If, during the term of this Contract 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 Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract 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 RCOE has become inadequate.
- (6) RCOE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) RCOE 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 Contract.

c. Worker's Compensation:

- (1) If DPSS has employees as defined by the State of California, DPSS shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Riverside County Office of Education, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

4. LICENSES AND PERMITS

DPSS warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

5. INDEPENDENT CONTRACTOR

It is understood and agreed that DPSS is an independent contractor and that no relationship of employer-employee exists between the parties hereto. DPSS and/or DPSS' employees shall not be entitled to any benefits payable to employees of RCOE including, but not limited to, RCOE's Worker's Compensation benefits. RCOE shall not be required to make any deductions for employees of DPSS from the compensation payable to DPSS under the provision of this Contract.

RCOE hereby holds County harmless from any and all claims that may be made against DPSS based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, RCOE agrees to protect and defend at its own expense, including attorney's fees, the County, its officers,

agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

6. ASSIGNMENT

DPSS shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of RCOE. Any attempt to assign or delegate any interest without written consent of RCOE shall be deemed void and of no force or effect.

7. PERSONNEL

a. Required Staffing

Staff Level	Number of Full Time Equivalent (FTE) Staff
Welfare Fraud Investigator (WFI)	2.0
Supervising Welfare Fraud Investigator (SWFI)	0.5

8. CHILD ABUSE REPORTING

DPSS is a mandated reporter under Penal Code Sections 11165 -11174.3 and has established procedures in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Contract report child abuse or neglect to a child protective agency as defined in the Penal Code

9. ADULT AND ELDER ABUSE REPORTING

DPSS has policies and procedures in place to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse shall be immediately reported to DPSS, followed by a written report within two (2) working days.

10. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

RCOE and DPSS in this Agreement are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. RCOE and DPSS hereto agree to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The parties further agree that they shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
 HR/Administrative Compliance Services Unit
 10281 Kidd Street
 Riverside, CA 92503
 (951) 358-3030

IV. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective September 1, 2009 to June 30, 2010, with one (1) one-year renewal option.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

RCOE: Riverside County Office of Education
Superintendent
3939 Thirteenth St.
Riverside, CA 92501

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Riverside County Office of Education
Accounting
3939 Thirteenth St.
Riverside, CA 92501

C. AVAILABILITY OF FUNDING

RCOE's obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS. The decision shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. DPSS shall proceed diligently with the performance of the Contract pending a decision.

E. SANCTIONS

Failure by DPSS to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, RCOE will utilize one or more of the following remedial measures prior to resorting to termination of this agreement:

1. Afford DPSS a time period within which to cure the breach, the period of which shall be established at the sole discretion of RCOE; and/or
2. Discontinue reimbursement to DPSS for, and during the period in which DPSS is in breach, the reimbursement of which DPSS shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by DPSS but yet unpaid by RCOE. RCOE shall give DPSS notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

H. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event RCOE elects to abandon, indefinitely postpone, or terminate the Agreement, RCOE shall make payments for all services performed up to the date that written notice was given in a prorated amount.

I. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.