

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

2/6/6



FROM: Department of Public Social Services

SUBMITTAL DATE:
November 24, 2009

SUBJECT: Interagency Agreement with Moreno Valley Unified School District.

RECOMMENDED MOTION: That the Board of Supervisors ratify and:

1. Authorizes the Chairman of the Board to sign the Interagency Agreement # CS-01201 between Moreno Valley Unified School District and the Department of Public Social Services (DPSS); and
2. Authorizes the Director of DPSS to administer this agreement and execute future ministerial amendments, if any.

BACKGROUND

Badger Springs Middle School is part of the Moreno Unified School District and is experiencing a greater need for enhanced emergency response services from the Children's Services Division of DPSS.

(CONTINUED – 2 Pages in total)

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Janice M...

County Purchasing Department
Departmental Concurrence
County Counsel

Policy	Policy
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Consent	Consent
<input type="checkbox"/>	<input type="checkbox"/>
Dept's Recomm.:	Per Exec. Ofc.:

Prev. Agn. Ref.: **District:** 5 **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.48

TO: Board of Supervisors

DATE: November 24, 2009

SUBJECT: Interagency Agreement with
Moreno Valley Unified School District.

PAGE: 2

BACKGROUND CONTINUED:

Badger Springs Middle School invited DPSS to out-station a County DPSS-CSD Social Worker at the middle school located at 24750 Delphinium Ave., Moreno Valley, CA 92553.

If approved, this agreement would enhance the emergency response between Badger Springs Middle School and DPSS-CSD. This agreement would allow the out-stationed Social Worker to serve children and families at Badger Springs Middle School.

FINANCIAL IMPACT:

There are no costs associated with this Agreement.

CONCUR/EXECUTE:

SL/tc

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


INTERAGENCY AGREEMENT: CS-01201
 PROVIDER: Moreno Valley Unified School District
 AGREEMENT TERM: October 1, 2008 – June 30, 2009
 AMOUNT: \$0

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, desires to provide emergency response services for the protection of children and support of families of children who attend Badger Springs Middle School;

WHEREAS, the Moreno Valley Unified School District has offered to provide a site located at Badger Springs Middle School, access to electronic facilities, and equipment specified herein for the emergency response services;

WHEREAS, DPSS wishes to accept the offer made by the Moreno Valley Unified School District, hereinafter referred to as the Provider, to provide the 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 Provider;

NOW THEREFORE, DPSS and the Provider do hereby covenant and agree that the Provider shall provide said site and equipment in return for no monetary compensation, all in accordance with the T&C.

Authorized Signature for Board:	Authorized Signature for Provider Designee:
Printed Name of Person Signing:	 Printed Name of Person Signing:
Jeff Stone	Rowena Lagrosa
Title:	Title:
Chairman, Board of Supervisors	Superintendent
Address:	Address:
4080 Lemon Street, 2 nd floor Riverside, CA 92501	25634 Alessandro Blvd. Moreno Valley, CA 92553
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
 BY:  12/3/09
 LARISA R-MCKENNA DATE

MORENO VALLEY UNIFIED SCHOOL DISTRICT

INTERAGENCY AGREEMENT

TERMS AND CONDITIONS

TABLE OF CONTENTS

I. ABBREVIATIONS/DEFINITIONS..... 4

II. DPSS RESPONSIBILITIES 4

III. PROVIDER RESPONSIBILITIES 5

IV. FISCAL PROVISIONS 5

V. GENERAL PROVISIONS 5

 A. EFFECTIVE PERIOD..... 5

 B. CONFLICT OF INTEREST 5

 C. NOTICES 5

 D. CONFIDENTIALITY 6

 E. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES ... 6

 G. MUTUAL HOLD HARMLESS/INDEMNIFICATION..... 6

 H. INSURANCE 7

 I. INDEPENDENT CAPACITY 9

 J. ASSIGNMENT 9

 K. DISPUTES 10

 L. TERMINATION 11

 M. PROPRIETARY SERVICES 11

 N. GOVERNING LAW 11

 O. EMERGENCY CONDITIONS 11

 P. FORCE MAJEURE 11

 Q. MODIFICATION OF TERMS 12

 R. ENTIRE AGREEMENT 12

TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

- A. "CSD" refers to Children's Services Division.
- B. "DPSS" and/or "County" refer interchangeably to the County of Riverside and its "Department of Public Social Services," which has administrative responsibility for this Agreement.
- C. "ER" refers to "Emergency Response."
- D. "Provider" refers to the Moreno Valley Unified School District.
- E. "SW" refers to Children's Services Division "Social Worker."
- F. "School site" refers to Badger Springs Middle School.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign staff, knowledgeable about the CSD, to act as a liaison between the Provider and DPSS.
- B. Provide one (1) full-time out-stationed SW who will maintain an ER caseload and act as a liaison at the school site.
- C. Provide the SW assigned to the school site with air cards, laptops, a multi-function fax/print/copy machine, and fax /phone lines.
- D. Return to the Riverside County DPSS office, when the schools are closed during vacation breaks (winter, spring, and summer breaks). The SW will return to the school when the vacation break ends.
- E. Ensure that the SW assigned to the school site only interviews children who have been referred to DPSS through the Central Intake Center. The SW may not, under any circumstances, interview children unless they have been referred through the Central Intake Center.
- F. Provide consultation on issues related to abuse and neglect of children.
- G. Respond within 10 days to referrals for investigations regarding students who attend Badger Springs Middle School.
- H. Educate school staff on the mandated child abuse reporting laws, including informing school staff of applicable reporting requirements if and when staff suspects abuse or neglect.

- I. Provide guidance for proper reporting to the child abuse hotline when an issue of abuse or neglect is suspected or apparent.
- J. Refrain from initiating an investigation based on allegations from a school staff member unless the staff member first provides a child abuse report to the child abuse hotline and the investigation is assigned to the SW.
- K. Provide monitoring during the term of this Agreement.

III. PROVIDER RESPONSIBILITIES

The Provider shall:

- A. Assign staff to act as a liaison between DPSS and the Provider.
- B. Understand the responsibilities of child abuse reporting under the mandated reporter guidelines. Further understand that sharing a concern with the SW assigned to the school site does not satisfy the requirements of mandated reporting.
- C. Provide a private secure workspace for the SW assigned to the school site to interview children and parents in confidence. The workspace must include a desk, chair, locked filing cabinet, telephone and internet jack and other mutually agreed upon items at the school site, which is located at 24750 Delphinium Ave., Moreno Valley 92553.

IV. FISCAL PROVISIONS

DPSS and the Provider shall each bear the costs of their respective responsibilities under Sections II and III of this Agreement.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective October 1, 2008 through June 30, 2009, and shall automatically be renewed for successive one-year periods beginning July 1, 2009 unless terminated as provided herein.

B. CONFLICT OF INTEREST

DPSS, the Provider, and their respective employees and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

C. NOTICES

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

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

PROVIDER: Moreno Valley Unified School District
 c/o Badger Springs Middle School
 24750 Delphinium Ave.
 Moreno Valley, CA 92553

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 Agreement, addressed in any other fashion will not be acceptable.

D. CONFIDENTIALITY

DPSS and the Provider shall maintain the confidentiality of all information and records to the extent required by law and comply with all other statutory laws and regulations relating to *privacy and confidentiality*.

E. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Provider shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Provider as though made with the Provider directly.

F. CHILD ABUSE REPORTING

DPSS and the Provider must each ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement comply with all laws and regulations regarding mandated reporting of child abuse or neglect.

G. MUTUAL HOLD HARMLESS/INDEMNIFICATION

DPSS agrees to indemnify, defend and hold the Provider and its officers, employees, volunteers and agents harmless against any and all loss, claims, damage or liability that may be suffered or incurred by all parties caused by, arising out of, or in any way connected with the operations of DPSS.

The Provider agrees to indemnify, defend and hold DPSS and the County, its officers, employees, volunteers and agents harmless against any and all loss, claims, damage or liability that may be suffered or incurred by all parties caused by, arising out of, or in any way connected with the operations of the Provider.

Notwithstanding the above, it is mutually agreed that the maintenance of the office site premises, including all associated grounds and parking facility, is the sole

responsibility of the Provider. DPSS is only responsible for the actions of its employees.

H. INSURANCE: It is understood and agreed to by the parties hereto that where enforcement of subsection V.H.a. arises from the Provider's responsibilities under Section III, the Provider'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. Conversely, where enforcement of subsection V.H.c. arises from the County's responsibilities under Section II, the County's insurance shall be construed as primary insurance, and the Provider's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- a. Without limiting or diminishing the Provider's obligation to indemnify or hold the COUNTY harmless, Provider 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) Workers' Compensation:

If the Provider has employees as defined by the State of California, the Provider 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, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

- (2) 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 Provider'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.

- (3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Provider 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 Insureds.

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 Provider'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 Country's Risk Manager, Provider'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) Provider shall cause Provider'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. Provider 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.
- (4) 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 the Provider has become inadequate.

- (5) Provider shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
 - (6) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
 - (7) Provider 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. During the term of this Agreement and without limiting or diminishing the COUNTY's obligation to indemnify or hold the Provider harmless, the COUNTY shall maintain a self-insurance program that meets the following requirements:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence combined single limit;
 - b. Automobile liability insurance in an amount not less than \$1,000,000 per occurrence combined single limit; and
 - c. Workers' Compensation as required under California State law.

The COUNTY shall maintain such insurance coverages, in the amounts set forth above, unless otherwise agreed in writing by the Provider. The COUNTY shall provide certificates indicating applicable insurance coverage's within ten (10) days of the effective date of this Agreement NAMING THE DISTRICT AS ADDITIONALLY INSURED. The certificate holder shall be listed as Moreno Valley USD. Insurance Certificates shall be mailed to Provider at 25634 Alessandro Blvd., Moreno Valley, CA 92553

I. INDEPENDENT CAPACITY

It is understood and agreed that the Provider and DPSS are independent entities and that no relationship of employer-employee exists between the parties hereto.

As independent entities, the parties hereby hold each other harmless from any and all claims that may be made against each party based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the parties agree to protect and defend at their own expense, including attorney's fees and costs, each other, and their officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

J. ASSIGNMENT

Neither party shall assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written

consent of the other party. Any attempt to assign or delegate any interest hereunder without said consent shall be void and of no force or effect.

K. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by this Agreement, must be determined by DPSS which must furnish the decision in writing. The decision of DPSS must 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. In any case, the Provider must proceed diligently with the performance of the Agreement pending final disposition of the matter.

Any demand by either party hereto for the payment of money or dispute arising from work done by or on behalf of the Provider pursuant to this Agreement payment of which is not otherwise expressly provided for or entitled to, or any separate demand by the Provider of any amount disputed by DPSS, shall be resolved as follows:

All claims shall be submitted in writing, to which the Respondent will respond in writing within 45 days of the receipt of the claim, or may request in writing, within 30 days of receipt of the claim, any additional documents supporting the claim. The response to the claim, as further documented, shall be submitted to the Claimant within 15 days after receipt of the further documentation.

If the Claimant disputes the written response, or the Respondent fails to respond within the time prescribed, the Claimant may notify Respondent, in writing, either within 15 days of receipt of response or within 15 days of Respondent's failure to respond within the prescribed time, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Respondent shall schedule a meet and confer conference within 30 days for settlement of the dispute with agency staff appropriately authorized to enter such settlement. If settlement is not reached, a second meet and confer shall be scheduled with the Directors of the Agencies to settle the dispute.

The parties agree to maintain the confidentiality of the Meet and confer and shall not rely on, or introduce as evidence in any judicial or other proceeding: (a) views expressed or suggestions made by the other party with respect to a possible settlement of the dispute: (b) admissions made by the other party during Meet and Confer: (c) proposals made or views expressed: or (d) the fact that the other party had or had not indicated a willingness to accept a proposal. This section shall apply to anything communicated, exchanged, said, done or occurring in the course of the Meet and Confer. The Meet and Confer is to be considered a settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conference from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a Meet and Confer by any party or a party's agent, representative, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views and opinions shall not be subject to discovery or admissible for any purpose including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence otherwise

subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of it having been used in connection with the Meet and Confer. If the meet and confer process does not produce an agreement, the Claimant will be deemed to have exhausted all administrative remedies. Claimant may then file a claim pursuant to Government Code Sections 29700, et. seq.

The Parties then agree to do the following: Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the Parties shall submit to non-binding mediation. The mediation shall commence within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation process.

L. TERMINATION

1. This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party.
2. Upon termination of this Agreement, the Provider shall allow DPSS to retrieve all DPSS-furnished equipment and supplies. Upon termination of this Agreement, DPSS agrees to return all Provider property provided pursuant to Section III of this Agreement.

M. PROPRIETARY SERVICES

DPSS recognizes that the services performed by the Provider are proprietary and that documentation of the identification and billing systems, methods, and procedures utilized by the Provider will not be used for the benefit of, or otherwise disclosed to, any third party without the prior written consent of the Provider.

N. GOVERNING LAW

This Agreement 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 Agreement 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 Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

O. EMERGENCY CONDITIONS

DPSS employees will at all times follow the instructions and directions of Badger Springs Middle School personnel during an emergency or practice drill as to evacuation, emergency care, protection of persons and property, and ingress and egress to the School's site.

P. FORCE MAJEURE

Neither party to this Agreement shall be held liable for any failure to perform its obligations under this Agreement if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, fire, power failure, unusually severe weather, other similar events, or other cause beyond the party's control, including any mechanical,

electronic or communications failure, but excluding failure caused by a party's financial condition or negligence.

Q. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, 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.

R. ENTIRE AGREEMENT

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