

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

828



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
September 24, 2013

SUBJECT: APPROVAL OF EDUCATIONAL LIAISON AGREEMENTS WITH RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chair of the Board to sign the attached Agreements with Riverside County Superintendent of Schools (RCSS) (CS-02731) and (CS-02732) for \$139,042.00 annually, which contains an option to renew the agreements for three (3) additional one-year periods; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the contract, including amendments to the compensation provision that do not exceed annual CPI rates; and
3. Authorize the Director of the Department of Public Social Services to administer the contract with Riverside County Superintendent of Schools.

Susan Loew

Susan Loew, Director

| | | | | |
|-----------------------|-------------------------------|---------------|-------------------------|-------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 139,042.00 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 20,161.09 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 20,161.09 | For Fiscal Year: | 13/14 |

| | | | |
|--|--|---|--------------------------|
| SOURCE OF FUNDS: | | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| Federal Funding: 48.80% State Funding 0.0%; County Funding: 14.50%; Realignment Funding: 36.70% | | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE

Debra Cournoyer

BY: Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE: 9-4-13
BY: ELENAM. BOEVA
Purchasing: Mark Seiler, Assistant Director
Departmental Control

Policy
 Consent

 Policy
 Consent

 Dept't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.43 (2/28/12) **District:** All **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-50

RE: : APPROVAL OF EDUCATIONAL LIAISON AGREEMENTS WITH RIVERSIDE COUNTY
SUPERINTENDENT OF SCHOOLS

Date: September 24, 2013

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BACKGROUND (Continued):

On February 28, 2012 the honorable Board of Supervisors approved the RCSS Amendment # 6 (CS-01197-06) to provide Educational Liaison services for \$130,000 to assist Children's Services with educational-related services for FY 11/12. DPSS is requesting to increase the Maximum Reimbursable Amount (MRA) by an additional \$9,000 to cover the total cost of two (2) FTE educational liaison positions. These agreements will be split into two contracts due to the difference in responsibilities and the potential variation in pay for the two educational liaisons. The contract amount for each agreement is \$69,521.00 with a total cost of \$139,042.00. The total County cost is \$20,161.09.

Through these agreements, Children's Services will receive educational liaisons to act on behalf of assigned children and youth who are in Foster Care. These children often have special education needs that must be adequately addressed in order to ensure that they receive the educational services and support they need to be successful. These services include: educational support and assessment; advocacy of educational rights; educational placements/enrollment; acquiring school records, attending expulsion hearings, IEPs and other educational meetings; providing linkages for school-based services; recruiting, monitoring, and assigning Educational Representatives; and creating individualized educational support plans. The services will be offered to assigned youth in group home placement and youth in the Independent Living Program (ILP).

DPSS negotiated the agreement with RCSS without competition in accordance with California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, which states that contracts may be negotiated without formal advertising "for any service to be rendered by any federal, state or local governmental agency, public university, public college or other public educational institution."

FINANCIAL:

Federal (48.80%); State (0.00%); County (14.50%); Realignment (36.70%). The total annual cost to the County for these services is \$20,161.09. Sufficient funds have been budgeted for this agreement and no additional general fund support is necessary.

ATTACHMENT(S):

1. Professional Services Contract (CS-02731) with Riverside County Superintendent of Schools (3 copies)
2. Professional Services Contract (CS-02732) with Riverside County Superintendent of Schools (3 copies)

CONCUR/EXECUTE –

County Purchasing and County Counsel

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


INTERAGENCY AGREEMENT: CS-02731
 PROVIDER: Riverside County Superintendent of Schools
 AGREEMENT TERM: July 1, 2013 through June 30, 2014
 MAXIMUM AMOUNT: \$69,521.00

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, desires that educational liaison services be provided to assure that the children and youth served through the Children's Services Division (CSD) receive the educational services and advocacy they need;

WHEREAS, Riverside County Superintendent of Schools (RCSS) is qualified to provide educational liaison services;

WHEREAS, DPSS desires Riverside County Superintendent of Schools, hereinafter referred to as the Provider, to perform these services in accordance with the TERMS and CONDITIONS, hereinafter referred to as (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 RCSS do hereby covenant and agree that the Provider shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

| | |
|--|---|
| Authorized Signature for Riverside County: | Authorized Signature for Provider:  |
| Printed Name of Person Signing: John J. Benoit | Printed Name of Person Signing: Diana Walsh-Reuss |
| Title: Chairman, Board of Supervisors | Title: Assistant Superintendent |
| Address: 4080 Lemon Street Riverside, CA 92501 | Address: 3939 Thirteenth Street Riverside, California 92501 |
| Date signed: | Date signed: 9/16/13 |

FORM APPROVED COUNTY COUNSEL
 BY: 
 ELENA M. BOEVA DATE

**RIVERSIDE COUNTY
SUPERINTENDENT OF SCHOOLS**

EDUCATIONAL LIAISON SERVICES

INTERAGENCY AGREEMENT

Terms and Conditions

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Exhibits

Exhibit A- DPSS Form 2076A

Exhibit B- DPSS Form 2076B

Exhibit C- Educational Liaison Job Description

Exhibit D – Vendor Assurance of Compliance

I. ABBREVIATIONS AND DEFINITIONS OF TERMS

- A. The term "CSD" refers to DPSS Children's Services Division.
- B. The term "CSSW" refers to DPSS Children's Social Service Worker.
- C. The term "CWS/CMS" refers to Child Welfare Services/Case Management System computer application.
- D. The term "DPSS" refers to the County of Riverside and its Department of Public Social Services who has administrative responsibility for this Agreement.
- E. The term "IEP" refers to a student's Individual Education Plan.
- F. The term "ILP" refers to the Independent Living Program.
- G. The term "RCSS" refers to the Riverside County Superintendent of Schools.
- H. The term "SSW" refers to a CSD social worker.
- I. The term "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- J. The term "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign staff to be the liaison between the Provider and DPSS.
- B. Monitor the performance of the Provider in meeting the terms, conditions, and services described in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Provider through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Provider self-monitoring.
- C. Provide assigned Educational Liaison with postage, adequate office space and work station, including desk, chair, telephone, computer with Internet access, access to photocopy and fax machines, locked storage, and sufficient filing cabinet space at DPSS CSD site.
- D. Provide clerical and general office support using existing DPSS Office Assistant staff, as needed.
- E. Provide CWS/CMS computer and a County computer for use by Educational Liaison at designated CSD office.
- F. Provide training on those portions of the CWS/CMS application needed by the educational liaison to access a child's/youth's educational history, document service provision and update childrens'/youth's Education Passport.
- G. Assure that all children and youth served in this Agreement receive education liaison services, as recommended by the educational liaison.

H. Be responsible for all case management services.

I. Advise RCSS in writing of all pertinent existing State regulations and directives pertaining to social services related to this Agreement and changes thereafter.

III. PROVIDER RESPONSIBILITIES

RCSS will:

A. Provide one (1) Full-Time Equivalent (FTE) position with split responsibility between DPSS and RCSS with a minimum of two year's experience as a special education classroom teacher and:

1. A Bachelor's Degree from an accredited college/university in social science, liberal studies, or a related field or;
2. A Master's Degree (desirable).

B. Assign knowledgeable staff to be the liaison between DPSS and RCSS.

C. Be responsible for all case management regarding educational liaison services for assigned children and youth.

Responsibilities of the educational liaisons include, but are not limited to:

1. Possessing knowledge of the federal and state regulations and laws affecting the education of foster children including children with special needs.
2. Possessing knowledge of the education system with a focus in special education.
3. Coordinating the planning and implementation of all necessary services the educational liaison provides to youth in foster and group home care.
4. Coordinating with all district superintendents and school personnel, county schools, group home providers, foster parents, and youth to ensure effective partnerships with the community.
5. Providing leadership to education and other agency partners for the purpose of facilitating collaboration and ensuring full integration of services.
6. Providing consultation on issues related to education, special education, educational due process for student discipline, and programs and services offered in alternative education for assigned children and youth.

D. For all assigned youth, ensure that the Educational Liaisons provide services which include, but are not limited to:

1. Participating in the facilitation and improvement of educational accomplishments and opportunities.
2. Providing caregivers, CSSWs, children and youth with assistance in all educational issues, including assistance with IEP/504 plans and reviews.
3. Keeping current on educational plans.
4. Working closely with the most at-risk children and youth (in conjunction with CSSWs).

5. Acquiring and maintaining school records (special education, transcripts, IEP, 504, attendance, behavior, grades) as requested by CSSW's.
6. Entering contacts regarding child and youth education services rendered by the educational liaison in the CWS/CMS system within five(5) business days of the service delivery.
7. Attending suspension and expulsion hearings as needed.
8. Coordinating and participating in educational consultations with CSSWs, caregivers, and/or service providers to determine the educational needs of the children and youth and to develop a suggested plan of action as requested.
9. Attending Team Decision Making meetings when educational liaison expertise is necessary.
10. Providing advocacy resources for caregivers, CSSWs, children and youth when requested.
11. Educating and informing caregivers, CSSWs, children and youth of their right to request a special education assessment and how to access appropriate educational services when appropriate.
12. Supporting the educational needs of children and youth who are transitioning from one placement to another.
13. Assisting with educational placement recommendations (i.e. individual study, alternative school, etc.).
14. Entering/updating information in the Education Passport in the CWS/CMS System including IEP and 504 Plan, recommendations, social worker consultations, child/youth contacts, and transcript information. Entering the child's/youth's education information into the CWS/CMS Education Passport when updated documents are received by the educational liaison.
15. Attending Individual Educational Plan (IEP) meetings for foster children with social workers when requested.

IV. OUTCOMES

Short-Term (during time in program)

- A. Increase utilization of school based services, supports, and accommodations by youth.
- B. Increase the advocacy ability of caregivers and youth.

Medium-Term (by end of school-year)

- A. Increase school stability (defined as remaining in school-of-origin when appropriate).
- B. Decrease expulsions and suspensions.
- C. Increase the number of youth who advance to next grade and have appropriate credits to remain on track for high school graduation.

Long-Term (after program)

- A. Increase graduation rates, compared to non-Educational Liaison (EL) youth.
- B. Increase admission to college and vocational schools, compared to non-EL youth.

V. JOINT OPERATIONS MEETINGS

- A. Are intended to facilitate communication between RCSS and DPSS, and are to include the primary liaisons from each organization. Joint Operational Meetings will be held bi-annually, or more often as determined appropriate by the liaisons.
- B. Serve as a communication arena with discussion that includes, but is not limited to, the following: challenges or issues, areas of enhancement, communication, and monthly case management reports.

VI. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

- 1. Total payment under this Agreement shall not exceed \$69,521.00.

B. LINE ITEM BUDGET

- 1. The line item budget for FY 13/14 is as follows:

| Line Items | RCOE Responsibility | Billed to DPSS |
|-------------------|---------------------|----------------|
| Salaries/Benefits | \$63,442.00 | \$63,442.00 |
| Travel/Training | \$2,250.00 | \$2,250.00 |
| Indirect Cost | \$3,311.00 | \$3,311.00 |
| Supplies | \$0.00 | \$0.00 |
| Technology | \$518.00 | \$518.00 |
| Overhead | \$0.00 | \$0.00 |
| Total: | \$69,521.00 | \$69,521.00 |

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

- 1. The Provider shall submit quarterly billing to DPSS for education services rendered pursuant to this Agreement.
- 2. The Provider shall provide labor distribution data to document the time spent by personnel assigned to provide services pursuant to this Agreement, for the purposes of payment and financial audit.
- 3. The Provider shall submit all claims and backup documentation no later than thirty (30) days following the end of the quarter in which services were provided to DPSS. Any claims submitted after this may be rejected by DPSS. All claims submitted in a timely manner shall be processed within forty-five (45) working days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment.
- 4. The Provider shall submit a DPSS Form 2076A (Exhibit A), following the instructions set forth therein, and documentation and/or justification as requested by DPSS.

5. The Provider shall itemize expenses monthly on the DPSS 2076B (**Exhibit B**), attached hereto and incorporated herein by this reference and attach any and all additional documentation and/or justification as requested by DPSS, such as, but not limited to, the following:
 - a. Cancelled Checks
 - b. Paid Invoices
 - c. Credit Card statements
 - d. Utility/Telephone Bills
 - e. Time Sheets/Activity Reports
 - f. Payroll register and summary
 - g. Travel forms (mileage & reimbursements)
 - h. Mileage, food, lodging expense reports
 - i. Registration form and notification
 - j. Travel Authorization
 - k. General Ledger
 - l. Salary and Benefit Cost
 - m. Itemized detail of all indirect costs

6. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July."

D. RECORDS, INSPECTIONS, AND AUDITS

All official information will be kept in the official case file record with the Social Worker. DPSS shall maintain these records for three (3) years after final payment is made or until all pending county, state, and federal audits, if any, are completed, whichever is later.

E. AVAILABILITY OF FUNDING

DPSS' and RCSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made. No legal liability on the part of DPSS shall arise for payment beyond June 30, 2013 unless funds are made available for such performance.

F. SUPPLANTATION

The Provider shall not claim reimbursement or apply sums received for this Agreement with any other source of revenue.

G. DISALLOWANCE

In the event the Provider receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Provider shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Provider under any Agreement with DPSS.

VII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective from July 1, 2013 through June 30, 2014, and renewable in three (3) one-year increments.

B. INDEPENDENT CAPACITY

Each party shall act in an independent capacity and not as an agent or employee of the other.

C. SUB-CONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subcontractor who:
- i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - ii. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them 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 or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. is presently indicated 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; and
 - iv. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and 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."

D. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the California Business and Professions Code concerning the licensing of Providers, all Providers shall be licensed, if required, in accordance with the laws of this State and any Provider not so licensed is subject to the penalties imposed by such laws. The Provider 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 Agreement.

E. MINIMUM QUALIFICATIONS AND TRAINING

Educational Liaison shall possess a Bachelors of Art Degree from an accredited college/university in social science, liberal studies, or a related field is required. A minimum of two years' experience as a special education class room teacher is also required. A Master's Degree is desirable.

F. CIVIL RIGHTS COMPLIANCE

1. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit D** and incorporated herein by this reference. The Contractor will sign and date **Exhibit D** and return it to DPSS along with the executed Contract. The 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."

2. Client Complaints

The 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. The 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
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

3. 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:

- a. Denying a participant any service or benefit or availability of a facility.
- b. 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.
- c. 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.

4. Cultural Competency

Contractor shall cause to be 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.

G. PERSONNEL DISCLOSURE

1. Upon request by DPSS, the Provider shall make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
 - a. All staff who work full or part-time positions by title, including volunteer positions, and
 - b. A brief description of the functions of each position and hours each position worked; and
 - c. The professional degree, if applicable, and experience required for each position.
2. No employee will work under this contract who 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 California Penal Code Section 11165.12. An employee with prior alcohol offenses will be allowed to work under this contract if the offense has not been within ten (10) years of this contract period.

H. CONFLICT OF INTEREST

The Provider covenants that it presently has no interest in, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which is, or which the Provider believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Provider under this Agreement. The Provider shall inform DPSS of all of the Provider's interests, if any, which are or which the Provider believes to be incompatible with any interest of DPSS.

I. CONFIDENTIALITY

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

J. HOLD HARMLESS/INDEMNIFICATION

RCSS shall indemnify and hold harmless The County of Riverside, its Agencies, Districts, Special Districts and Departments, and 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 RCSS, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of RCSS, its officers, agents, employees, subcontractors, agents or representative Indemnitors from this Agreement. RCSS shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

The County of Riverside shall indemnify and hold harmless RCSS, its officers, employees, contractors, subcontractors, agents or representatives from any liability whatsoever, based or asserted upon any services the Indemnitees of the County arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of The County of Riverside Indemnitees. The County shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, RCSS, its officers, employees, contractors, subcontractors, agents or representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by either party, the indemnifying party 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 the other party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the party's obligation to indemnify the other party as set forth herein.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve RCSS from indemnifying the County to the fullest extent allowed by law.

K. INSURANCE

- 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) shall 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, 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) It is understood and agreed to by the parties hereto that 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.
- (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 the Provider has become inadequate.
- (6) Provider 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) 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.

L. 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.

M. CHILD ABUSE REPORTING

The Provider shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subProviders, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Section 11166 of the California Penal Code.

N. REPORTING

The Provider shall provide a Tracking Log to the DPSS liaison once each month, by the 20th day following the month services were provided. All logs shall be submitted to:
contractreporting@riversidedpss.org

This Tracking Log will contain the following information:

1. Entry for each child/youth referred, indicating the date that the referral was received by the Educational Liaison.
 - a. Number of new referrals received for the month.
 - b. Number of records requests.
 - c. Number of services in which the liaison provided.

O. NOTICES

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

DPSS: Department of Public Social Services
Contracts Administration (1st floor)
 10281 Kidd Street
 Riverside, CA 92503

PROVIDER: Riverside County Superintendent of Schools
Contracts and Purchasing
 3939 Thirteenth Street
 Riverside, CA 92501

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

DPSS MRU: Department of Public Social Services
 Management Reporting Unit/Fiscal Office
 4060 County Circle Road
 Riverside, CA. 92503

P. ASSIGNMENT

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

Q. 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, shall be deemed by DPSS which shall furnish the decision in writing. The decision of DPSS 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. The Provider shall proceed diligently with the performance of the Agreement pending DPSS' decision.

R. ARBITRATION OF DISPUTES

Any demand by the Provider 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:

For claims by the Provider, DPSS will respond in writing to a claim 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. DPSS' written response to the claim, as further documented, shall be submitted to the Provider within 15 days after receipt of the further documentation.

If the Provider disputes DPSS' written response, or DPSS fails to respond within the time prescribed, the Provider may notify DPSS, in writing, either within 15 days of receipt of DPSS' response or within 15 days of DPSS 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 DPSS shall schedule a meet and confer conferences within 30 days for settlement of the dispute.

If the meet and confer process does not produce an agreement, the Provider may file a claim pursuant to Government Code Sections 900, et. seq. The court is then instructed by law to do the following:

1. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter 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.
2. If the matter remains in dispute after mediation, the case shall be submitted to judicial arbitration. The Civil Discovery Act of 1986 shall apply to any proceeding. In the judicial arbitration proceedings (a) arbitrators shall, when possible, be experienced in area of services being provided and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorney's fees on appeal of the other party.

S. 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 DPSS elects to abandon, indefinitely postpone, or terminate this Agreement, DPSS shall make payment for all services performed up to the date that written notice was given in a prorated amount.

T. 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.

U. GOVERNING LAW

This agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees, in addition to whatever relief is granted.

V. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that the Provider adequately documents the need for the change and all of the following requirements are met:

1. The total amount of the Agreement does not change;
2. The Provider delivers a written request to DPSS for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests shall be made before the last ninety (90) days of the fiscal year;

3. DPSS approves the request in writing prior to implementation. DPSS reserves the right to deny request for reimbursement in excess of any line item; and
4. 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. Requests to modify fiscal provisions shall be submitted no later than April 1."

W. 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.

CONTRACTOR PAYMENT REQUEST

EXHIBIT A

DPSS 2076A (Rev: APRIL, 2003)

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 _____ Zip Code _____
Contractor Name _____
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 required)

Unit of Service Payment \$ _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____

_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone #

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.

Authorized Signature _____ Title _____ Date _____

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

Business Unit (5) _____

Purchase Order # (10) _____

Invoice # _____

Account (6) _____

Amount Authorized _____

Comments
if amount _____
authorized _____
is different _____
from amount _____
requested _____

Fund (10) _____

Dept ID (10) _____

Program (5) _____

Program (If applicable) _____ Date _____

Class (10) _____

Management Reporting Unit _____ Date _____

Project/Grant (15) _____

Contracts Administration Unit _____ Date _____

Vendor Code (10) _____

General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Instructions for Form 2076A

EXHIBIT A

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 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 Form 2076A.

[see method, time, and schedule/condition of payments].

(Please type or print information on all DPSS Forms.)

FORM DPSS 2076A

CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"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.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory **(required)**. **Original Signature needed for payment.**

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

| | |
|---|------------------|
| COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B) | EXHIBIT B |
|---|------------------|

| |
|--------------------|
| CONTRACTOR: |
|--------------------|

| |
|--|
| ACTUAL EXPENDITURES FOR (MM/YYYY) |
|--|

| |
|-------------------|
| CONTRACT # |
|-------------------|

| EXPENSE CATEGORY | APPROVED BUDGETED AMOUNT | CURRENT EXPENDITURES | CUMULATIVE EXPENDITURES | UNEXPENDED BUDGETED AMOUNT |
|------------------|--------------------------|----------------------|-------------------------|----------------------------|
| | | BILLABLE AMOUNT | | |

List each line item as outlined in contract budget.

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| TOTAL BUDGET/EXPENSES | | | | |

IN-KIND/CASH CONTRIBUTION

| List each type of contribution | | | | |
|---------------------------------|--|--|--|--|
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| TOTAL IN-KIND/CASH MATCH | | | | |

| | | |
|------------------------------|-----------------------|---------------------|
| CLIENT FEES COLLECTED | CURRENT PERIOD | YEAR TO DATE |
|------------------------------|-----------------------|---------------------|

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS
Instructions for Form 2076B

EXHIBIT B

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 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 Form 2076A.

[see method, time, and schedule/condition of payments].

(Please type or print information on all DPSS Forms.)

information on all DPSS Forms.)

FORM DPSS 2076B

CONTRACTOR EXPENDITURE REPORT

When completed, this form is attached to the front of your invoices, and behind DPSS Form 2076A.

Only if Contract/MOU contains a line item budget, or you are to report match, or client contains a line item budget, or you are to report match, or client fees collected.

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Actual Expenditures For"

The billing period you are requesting payment for.

"Contract Number"

Can be found on the first page of your contract.

"Approved Budget Amount"

Current itemized budget amount as approved *(or amended)* in accordance with the **Fiscal Provisions** of your executed Contract/MOU agreement.

"Current Expenditures"

Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"

Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"

Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank.

The same documentation is required for match as for actual reimbursable costs.

"Client Fees Collected"

If your contract allows you to collect client fees fill in the total amount collected (if not specifically addressed in your Contract/MOU you may not collect additional fees from the client).

Riverside County Office Of Education

Foster Youth Education Liaison



Riverside County Office of Education
P.O. Box 868
Riverside, CA 92502
FOSTER YOUTH EDUCATION LIAISON
Division of Student Programs & Services

Exhibit C

Job Purpose:

The purpose of Foster Youth Education Liaison is done for the purpose of acting as a liaison between school, group homes, placing agencies and others to ensure that educational needs of students in foster care are being met.

Application

Procedure: You must apply on-line via our Web site at www.rcoe.us. For your convenience, you can access the Internet application site from any location. The applicant is responsible for assuring that Personnel receive the online submission of their application before the deadline date. Applicants must be sure they are submitting a complete application packet with all required documents. Incomplete application packets will not be considered. For questions, you can contact Personnel Services, Riverside County Office of Education, 3958 Twelfth Street, Riverside, CA 92501, (951) 826-6666.

Selection

Process: Applications will be screened for satisfaction of minimum qualification standards. Those applicants evidencing the best qualifications will be invited for a panel interview evaluation. The interview panel will provide the Division Head with the top candidates for final selection. All candidates will be notified via e-mail following final selection.

Fringe Benefits:

Employee and dependant health, dental and vision insurance up to the cap amount; and employee fully paid life insurance.

Functions:

- Knowledge of the federal and state regulations and laws affecting the education of foster children including children with special needs.
- Knowledge of the education system with a focus in special education.
- Ability to communicate effectively in English, both orally and in writing.
- Ability to facilitate meetings, develop and make oral presentation to groups.
- Ability to establish and maintain rapport with those contacted in the course of work.
- Develop policies and procedures for the purpose of determining the needs for individual foster and group home youth.
- Coordinate the planning and implementation of all services, including tutorial, Health and Education Passports, vocational and independent living skills, and other services provided to youth in foster and group home care.
- Act as a liaison to all district superintendents and school personnel, county schools, group home providers, foster parents, and youth to ensure appropriate and timely admissions, transitions, and discharges to/from

schools in Riverside County.

- Provide leadership to Education and other agency partners for the purpose of facilitating collaboration and ensuring full integration of services.
- Provide consultation on issues related to education, special education, educational due process for student discipline, and on programs and services offered in alternative education.
- Design and implement multi-agency training to ensure that services conform to county, state, and federal guidelines.
- Collect data and prepare documents and reports for the purpose of program evaluation.
- Plan and implement training related to special education for foster placement staff and other professionals and paraprofessionals.
- Attend Individual Education Plan (IEP) meetings for foster children.
- Ability to operate a computer and associated software.

JOB REQUIREMENTS - MINIMUM QUALIFICATIONS SKILLS, KNOWLEDGE, AND ABILITIES

SKILLS are required to perform multiple highly complex technical tasks with an occasionally need to upgrade skills due to changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: operate word processing applications including spreadsheets; exercise sound judgment in interpreting an applying existing laws, policies, rules, regulations, procedures in carrying out assigned duties.

KNOWLEDGE of federal and state regulations and laws affecting the education of foster children including children with special needs; education system with a focus in special education; subject areas appropriate for the level and functioning of individuals with exceptional needs. Knowledge is also required to perform basic math including calculation of fractions, percents and/or ratios; interpret written procedures, write routine documents and speak clearly; and understand multiple step instructions.

ABILITY to communicate effectively in English, both orally and in writing; facilitate meetings, develop and make oral presentation to groups; operate a computer and associated software; work independently or part of a team; develop and provide a wide variety of activities and tasks in order to meet program objectives.

RESPONSIBILITIES: Includes working under standardized instructions and/or routines; leading, guiding and/or coordinating other persons; and operating within a defined budget and/or financial guidelines. Utilization of resources from other work units may be required to perform the job's functions.

WORKING ENVIRONMENT: The usual and customary methods of performing the job's functions requires the following physical demands: hearing and speaking to exchange information and make presentations; dexterity of hands and fingers to operate a computer keyboard; driving a vehicle to conduct work; seeing to conduct inspection of data; and occasional lifting of record boxes and bending or reaching for files. Generally the job requires 10% sitting, 40% walking and 50% standing. The job is performed under minimal temperature variations, a generally hazard free environment, and in a clean atmosphere.

Exhibit C

EXPERIENCE: A minimum of two years experience as a special education class room teacher.

EDUCATION: Bachelors of Art Degree from an accredited college/university in social science, liberal studies, or a related field is required. MA is desirable.

CREDENTIALS: Possession of a valid California Special Education Credential authorizing service as a resource specialist. You must provide copies of permit/credential as required for position or provide evidence of qualifying for required permit/credentials with your application materials to qualify for the position.

LICENSES: Valid California Driver's License. **CLEARANCES:** Fingerprint Clearance
TB Clearance

This organization complies with the following policies and practices

This organization is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, creed, age, gender or disability. This organization complies with the Americans with Disabilities Act. Persons who may need some accommodation in the hiring process should contact the personnel office. This organization is a drug free and tobacco free workplace. Candidates shall be required to submit proof of U.S. Citizenship or legal U.S. residence if hired. Minimum age limit is (a) 18 or (b) 16 with either a work permit, high school diploma, or High School Certificate of Proficiency.

**CONTRACTOR, SUBCONTRACTOR, AND/OR VENDOR
ASSURANCE OF COMPLIANCE
WITH
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NON-DISCRIMINATION
IN
STATE AND FEDERALLY ASSISTED PROGRAMS**

Exhibit D

Riverside County Superintendent of Schools

NAME OF VENDOR/RECIPIENT


HEREBY AGREES THAT it will comply with Title VI 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; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic 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 race, color, national origin, political affiliation, religion, martial status, sex, age, or disability 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 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 11135-39, 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; and shall be submitted annually with the required Civil Rights Plan Update.

Date



Director's Signature

Address of Vendor/Recipient

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


INTERAGENCY AGREEMENT: CS-02732
 PROVIDER: Riverside County Superintendent of Schools
 AGREEMENT TERM: July 1, 2013 through June 30, 2014
 MAXIMUM AMOUNT: \$69,521.00

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, desires that educational liaison services be provided to assure that the children and youth served through the Children's Services Division (CSD) receive the educational services and advocacy they need;

WHEREAS, Riverside County Superintendent of Schools (RCSS) is qualified to provide educational liaison services;

WHEREAS, DPSS desires Riverside County Superintendent of Schools, hereinafter referred to as the Provider, to perform these services in accordance with the TERMS and CONDITIONS, hereinafter referred to as (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 RCSS do hereby covenant and agree that the Provider shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

| | |
|---|---|
| Authorized Signature for Riverside County: | Authorized Signature for Provider:  |
| Printed Name of Person Signing: John J. Benoit | Printed Name of Person Signing: Diana Walsh-Reuss |
| Title: Chairman, Board of Supervisors | Title: Assistant Superintendent |
| Address: 4080 Lemon Street Riverside, CA 92501 | Address: 3939 Thirteenth Street Riverside, California 92501 |
| Date signed: | Date signed: 9/4/13 |

**RIVERSIDE COUNTY
SUPERINTENDENT OF SCHOOLS**

EDUCATIONAL LIAISON SERVICES

INTERAGENCY AGREEMENT

Terms and Conditions

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Exhibits

Exhibit A- DPSS Form 2076A

Exhibit B- DPSS Form 2076B

Exhibit C- Educational Liaison Job Description

Exhibit D – Vendor Assurance of Compliance

I. ABBREVIATIONS AND DEFINITIONS OF TERMS

- A. The term "CSD" refers to DPSS Children's Services Division.
- B. The term "CSSW" refers to DPSS Children's Social Service Worker.
- C. The term "CWS/CMS" refers to Child Welfare Services/Case Management System computer application.
- D. The term "DPSS" refers to the County of Riverside and its Department of Public Social Services who has administrative responsibility for this Agreement.
- E. The term "IEP" refers to a student's Individual Education Plan.
- F. The term "ILP" refers to the Independent Living Program.
- G. The term "RCSS" refers to the Riverside County Superintendent of Schools.
- H. The term "SSW" refers to a CSD social worker.
- I. The term "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- J. The term "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign staff to be the liaison between the Provider and DPSS.
- B. Monitor the performance of the Provider in meeting the terms, conditions, and services described in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Provider through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Provider self-monitoring.
- C. Provide assigned Educational Liaison with postage, adequate office space and work station, including desk, chair, telephone, computer with Internet access, access to photocopy and fax machines, locked storage, and sufficient filing cabinet space at DPSS CSD site.
- D. Provide clerical and general office support using existing DPSS Office Assistant staff, as needed.
- E. Provide CWS/CMS computer and a County computer for use by Educational Liaison at designated CSD office.
- F. Provide training on those portions of the CWS/CMS application needed by the educational liaison to access a child's/youth's educational history, document service provision and update children's/youth's Education Passport.
- G. Assure that all children and youth served in this Agreement receive education liaison services, as recommended by the educational liaison.

- H. Be responsible for all case management services.
- I. Advise RCSS in writing of all pertinent existing State regulations and directives pertaining to social services related to this Agreement and changes thereafter.

III. PROVIDER RESPONSIBILITIES

RCSS will:

- A. Provide one (1) Full-Time Equivalent (FTE) position with split responsibility between DPSS and RCSS with a minimum of two year's experience as a special education classroom teacher and:
 - 1. A Bachelor's Degree from an accredited college/university in social science, liberal studies, or a related field or;
 - 2. A Master's Degree (desirable).
- B. Assign knowledgeable staff to be the liaison between DPSS and RCSS.
- C. Be responsible for all case management regarding educational liaison services for assigned children and youth.

Responsibilities of the educational liaisons include, but are not limited to:

- 1. Possessing knowledge of the federal and state regulations and laws affecting the education of foster children including children with special needs.
 - 2. Possessing knowledge of the education system with a focus in special education.
 - 3. Coordinating the planning and implementation of all necessary services the educational liaison provides to youth in foster and group home care.
 - 4. Coordinating with all district superintendents and school personnel, county schools, group home providers, foster parents, and youth to ensure effective partnerships with the community.
 - 5. Providing leadership to education and other agency partners for the purpose of facilitating collaboration and ensuring full integration of services.
 - 6. Providing consultation on issues related to education, special education, educational due process for student discipline, and programs and services offered in alternative education for assigned children and youth.
- D. For all assigned youth, ensure that the Educational Liaisons provide services which include, but are not limited to:
 - 1. Participating in the facilitation and improvement of educational accomplishments and opportunities.
 - 2. Providing caregivers, CSSWs, children and youth with assistance in all educational issues, including assistance with IEP/504 plans and reviews.
 - 3. Keeping current on educational plans.
 - 4. Working closely with the most at-risk children and youth (in conjunction with CSSWs).

5. Acquiring and maintaining school records (special education, transcripts, IEP, 504, attendance, behavior, grades) as requested by CSSW's.
6. Entering contacts regarding child and youth education services rendered by the educational liaison in the CWS/CMS system within five(5) business days of the service delivery.
7. Attending suspension and expulsion hearings as needed.
8. Coordinating and participating in educational consultations with CSSWs, caregivers, and/or service providers to determine the educational needs of the children and youth and to develop a suggested plan of action as requested.
9. Attending Team Decision Making meetings when educational liaison expertise is necessary.
10. Providing advocacy resources for caregivers, CSSWs, children and youth when requested.
11. Educating and informing caregivers, CSSWs, children and youth of their right to request a special education assessment and how to access appropriate educational services as requested when appropriate.
12. Supporting the educational needs of children and youth who are transitioning from one placement to another.
13. Assisting with educational placement recommendations (i.e. individual study, alternative school, etc).
14. Entering/updating information in the Education Passport in the CWS/CMS System including IEP and 504 Plan, recommendations, social worker consultations, child/youth contacts, and transcript information. Entering the child's/youth's education information into the CWS/CMS Education Passport when updated documents are received by the educational liaison.
15. Attending Individual Educational Plan (IEP) meetings for foster children with social workers when requested.

IV. OUTCOMES

Short-Term (during time in program)

- A. Increase utilization of school based services, supports, and accommodations by youth.
- B. Increase the advocacy ability of caregivers and youth.

Medium-Term (by end of school-year)

- A. Increase school stability (defined as remaining in school-of-origin when appropriate).
- B. Decrease expulsions and suspensions.
- C. Increase the number of youth who advance to next grade and have appropriate credits to remain on track for high school graduation.

Long-Term (after program)

- A. Increase graduation rates, compared to non-Educational Liaison (EL) youth.
- B. Increase admission to college and vocational schools, compared to non-EL youth.

V. JOINT OPERATIONS MEETINGS

- A. Are intended to facilitate communication between RCSS and DPSS, and are to include the primary liaisons from each organization. Joint Operational Meetings will be held bi-annually, or more often as determined appropriate by the liaisons.
- B. Serve as a communication arena with discussion that includes, but is not limited to, the following: challenges or issues, areas of enhancement, communication, and monthly case management reports.

VI. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

- 1. Total payment under this Agreement shall not exceed \$69,521.00.

B. LINE ITEM BUDGET

- 1. The line item budget for FY 13/14 is as follows:

| Line Items | RCOE Responsibility | Billed to DPSS |
|-------------------|---------------------|----------------|
| Salaries/Benefits | \$63,442.00 | \$63,442.00 |
| Travel/Training | \$2,250.00 | \$2,250.00 |
| Indirect Cost | \$3,311.00 | \$3,311.00 |
| Supplies | \$0.00 | \$0.00 |
| Technology | \$518.00 | \$518.00 |
| Overhead | \$0.00 | \$0.00 |
| Total: | \$69,521.00 | \$69,521.00 |

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

- 1. The Provider shall submit quarterly billing to DPSS for education services rendered pursuant to this Agreement.
- 2. The Provider shall provide labor distribution data to document the time spent by personnel assigned to provide services pursuant to this Agreement, for the purposes of payment and financial audit.
- 3. The Provider shall submit all claims and backup documentation no later than thirty (30) days following the end of the quarter in which services were provided to DPSS. Any claims submitted after this may be rejected by DPSS. All claims submitted in a timely manner shall be processed within forty-five (45) working days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment.
- 4. The Provider shall submit a DPSS Form 2076A (Exhibit A), following the instructions set forth therein, and documentation and/or justification as requested by DPSS.

5. The Provider shall itemize expenses monthly on the DPSS 2076B (**Exhibit B**), attached hereto and incorporated herein by this reference and attach any and all additional documentation and/or justification as requested by DPSS, such as, but not limited to, the following:
 - a. Cancelled Checks
 - b. Paid Invoices
 - c. Credit Card statements
 - d. Utility/Telephone Bills
 - e. Time Sheets/Activity Reports
 - f. Payroll register and summary
 - g. Travel forms (mileage & reimbursements)
 - h. Mileage, food, lodging expense reports
 - i. Registration form and notification
 - j. Travel Authorization
 - k. General Ledger
 - l. Salary and Benefit Cost
 - m. Itemized detail of all indirect costs

6. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor invoices for May and June are due no later than the 30th of July."

D. RECORDS, INSPECTIONS, AND AUDITS

All official information will be kept in the official case file record with the Social Worker. DPSS shall maintain these records for three (3) years after final payment is made or until all pending county, state, and federal audits, if any, are completed, whichever is later.

E. AVAILABILITY OF FUNDING

DPSS' and RCSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made. No legal liability on the part of DPSS shall arise for payment beyond June 30, 2013 unless funds are made available for such performance.

F. SUPPLANTATION

The Provider shall not claim reimbursement or apply sums received for this Agreement with any other source of revenue.

G. DISALLOWANCE

In the event the Provider receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Provider shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Provider under any Agreement with DPSS.

VII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective from July 1, 2013 through June 30, 2014, and renewable in three (3) one-year increments.

B. INDEPENDENT CAPACITY

Each party shall act in an independent capacity and not as an agent or employee of the other.

C. SUB-CONTRACT FOR SERVICES

a. The Contractor shall not enter into any subcontract with any subcontractor who:

- i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- ii. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them 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 or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. is presently indicated 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; and
- iv. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and 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."

D. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the California Business and Professions Code concerning the licensing of Providers, all Providers shall be licensed, if required, in accordance with the laws of this State and any Provider not so licensed is subject to the penalties imposed by such laws. The Provider 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 Agreement.

E. MINIMUM QUALIFICATIONS AND TRAINING

Educational Liaison shall possess a Bachelors of Art Degree from an accredited college/university in social science, liberal studies, or a related field is required. A minimum of two years' experience as a special education class room teacher is also required. A Master's Degree is desirable.

F. CIVIL RIGHTS COMPLIANCE

1. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit D** and incorporated herein by this reference. The Contractor will sign and date **Exhibit D** and return it to DPSS along with the executed Contract. The 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."

2. Client Complaints

The 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. The 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
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

3. 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:

- a. Denying a participant any service or benefit or availability of a facility.
- b. 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.
- c. 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.

4. Cultural Competency

Contractor shall cause to be 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.

G. PERSONNEL DISCLOSURE

1. Upon request by DPSS, the Provider shall make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
 - a. All staff who work full or part-time positions by title, including volunteer positions, and
 - b. A brief description of the functions of each position and hours each position worked; and
 - c. The professional degree, if applicable, and experience required for each position.
2. No employee will work under this contract who 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 California Penal Code Section 11165.12. An employee with prior alcohol offenses will be allowed to work under this contract if the offense has not been within ten (10) years of this contract period.

H. CONFLICT OF INTEREST

The Provider covenants that it presently has no interest in, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which is, or which the Provider believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Provider under this Agreement. The Provider shall inform DPSS of all of the Provider's interests, if any, which are or which the Provider believes to be incompatible with any interest of DPSS.

I. CONFIDENTIALITY

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

J. HOLD HARMLESS/INDEMNIFICATION

RCSS shall indemnify and hold harmless The County of Riverside, its Agencies, Districts, Special Districts and Departments, and 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 RCSS, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of RCSS, its officers, agents, employees, subcontractors, agents or representative Indemnitors from this Agreement. RCSS shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

The County of Riverside shall indemnify and hold harmless RCSS, its officers, employees, contractors, subcontractors, agents or representatives from any liability whatsoever, based or asserted upon any services the Indemnitees of the County arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of The County of Riverside Indemnitees. The County shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, RCSS, its officers, employees, contractors, subcontractors, agents or representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by either party, the indemnifying party 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 the other party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the party's obligation to indemnify the other party as set forth herein.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve RCSS from indemnifying the County to the fullest extent allowed by law.

K. INSURANCE

- 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) shall 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, 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) It is understood and agreed to by the parties hereto that 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.

- (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 the Provider has become inadequate.
- (6) Provider 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) 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.

L. 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.

M. CHILD ABUSE REPORTING

The Provider shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subProviders, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Section 11166 of the California Penal Code.

N. REPORTING

The Provider shall provide a Tracking Log to the DPSS liaison once each month, by the 20th day following the month services were provided. All logs shall be submitted to:

contractreporting@riversidedpss.org

This Tracking Log will contain the following information:

1. Entry for each child/youth referred, indicating the date that the referral was received by the Educational Liaison.
 - a. Number of new referrals received for the month.
 - b. Number of records requests.
 - c. Number of services in which the liaison provided.

O. NOTICES

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

DPSS: Department of Public Social Services
Contracts Administration (1st floor)
 10281 Kidd Street
 Riverside, CA 92503

PROVIDER: Riverside County Superintendent of Schools
Contracts and Purchasing
 3939 Thirteenth Street
 Riverside, CA 92501

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

DPSS MRU: Department of Public Social Services
 Management Reporting Unit/Fiscal Office
 4060 County Circle Road
 Riverside, CA. 92503

P. ASSIGNMENT

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

Q. 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, shall be deemed by DPSS which shall furnish the decision in writing. The decision of DPSS 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. The Provider shall proceed diligently with the performance of the Agreement pending DPSS' decision.

R. ARBITRATION OF DISPUTES

Any demand by the Provider 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:

For claims by the Provider, DPSS will respond in writing to a claim 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. DPSS' written response to the claim, as

further documented, shall be submitted to the Provider within 15 days after receipt of the further documentation.

If the Provider disputes DPSS' written response, or DPSS fails to respond within the time prescribed, the Provider may notify DPSS, in writing, either within 15 days of receipt of DPSS' response or within 15 days of DPSS 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 DPSS shall schedule a meet and confer conferences within 30 days for settlement of the dispute.

If the meet and confer process does not produce an agreement, the Provider may file a claim pursuant to Government Code Sections 900, et. seq. The court is then instructed by law to do the following:

1. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter 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.
2. If the matter remains in dispute after mediation, the case shall be submitted to judicial arbitration. The Civil Discovery Act of 1986 shall apply to any proceeding. In the judicial arbitration proceedings (a) arbitrators shall, when possible, be experienced in area of services being provided and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorney's fees on appeal of the other party.

S. 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 DPSS elects to abandon, indefinitely postpone, or terminate this Agreement, DPSS shall make payment for all services performed up to the date that written notice was given in a prorated amount.

T. 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.

U. GOVERNING LAW

This agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees, in addition to whatever relief is granted.

V. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that the Provider adequately documents the need for the change and all of the following requirements are met:

1. The total amount of the Agreement does not change;
2. The Provider delivers a written request to DPSS for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be

- reduced or increased. Such requests shall be made before the last ninety (90) days of the fiscal year;
3. DPSS approves the request in writing prior to implementation. DPSS reserves the right to deny request for reimbursement in excess of any line item; and
 4. 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. Requests to modify fiscal provisions shall be submitted no later than April 1."

W. 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.

CONTRACTOR PAYMENT REQUEST

EXHIBIT A

DPSS 2076A (Rev: APRIL, 2003)

**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 _____ Zip Code _____
Contractor Name _____
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 required)

Unit of Service Payment \$ _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____

_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone #

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.

Authorized Signature Title Date

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

Business Unit (5)

Purchase Order # (10)

Invoice #

Account (6)

Amount Authorized

Comments if amount authorized is different from amount requested

Fund (10)

Dept ID (10)

Program (5)

Program (If applicable) Date

Class (10)

Management Reporting Unit Date

Project/Grant (15)

Contracts Administration Unit Date

Vendor Code (10)

General Accounting Section Date

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Instructions for Form 2076A

EXHIBIT A

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 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 Form 2076A.

[see method, time, and schedule/condition of payments].

(Please type or print information on all DPSS Forms.)

FORM DPSS 2076A

CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"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.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (required). **Original Signature needed for payment.**

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

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES
 CONTRACTOR EXPENDITURE REPORT (2076B)

EXHIBIT B

CONTRACTOR:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #

| EXPENSE CATEGORY | APPROVED BUDGETED AMOUNT | CURRENT EXPENDITURES | CUMULATIVE EXPENDITURES | UNEXPENDED BUDGETED AMOUNT |
|------------------------------|--------------------------|----------------------|-------------------------|----------------------------|
| | | BILLABLE AMOUNT | | |
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| TOTAL BUDGET/EXPENSES | | | | |

List each line item as outlined in contract budget.

IN-KIND/CASH CONTRIBUTION

| List each type of contribution | | | | |
|---------------------------------|--|--|--|--|
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| TOTAL IN-KIND/CASH MATCH | | | | |

| | | |
|-----------------------|----------------|--------------|
| CLIENT FEES COLLECTED | CURRENT PERIOD | YEAR TO DATE |
|-----------------------|----------------|--------------|

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS
Instructions for Form 2076B

EXHIBIT B

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 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 Form 2076A.

*[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)
information on all DPSS Forms.)*

FORM DPSS 2076B
CONTRACTOR EXPENDITURE REPORT

When completed, this form is attached to the front of your invoices, and behind DPSS Form 2076A. *Only if Contract/MOU contains a line item budget, or you are to report match, or client contains a line item budget, or you are to report match, or client fees collected.*

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Actual Expenditures For"

The billing period you are requesting payment for.

"Contract Number"

Can be found on the first page of your contract.

"Approved Budget Amount"

Current itemized budget amount as approved *(or amended)* in accordance with the **Fiscal Provisions** of your executed Contract/MOU agreement.

"Current Expenditures"

Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"

Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"

Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank. *The same documentation is required for match as for actual reimbursable costs.*

"Client Fees Collected"

If your contract allows you to collect client fees fill in the total amount collected (if not specifically *addressed in your Contract/MOU you may not collect additional fees from the client*).

Riverside County Office of Education

Foster Youth Education Liaison



Exhibit C

Riverside County Office of Education
P.O. Box 868
Riverside, CA 92502
FOSTER YOUTH EDUCATION LIAISON
Division of Student Programs & Services

Job Purpose:

The purpose of Foster Youth Education Liaison is done for the purpose of acting as a liaison between school, group homes, placing agencies and others to ensure that educational needs of students in foster care are being met.

Application

Procedure: You must apply on-line via our Web site at www.rcoe.us. For your convenience, you can access the Internet application site from any location. The applicant is responsible for assuring that Personnel receive the online submission of their application before the deadline date. Applicants must be sure they are submitting a complete application packet with all required documents. Incomplete application packets will not be considered. For questions, you can contact Personnel Services, Riverside County Office of Education, 3958 Twelfth Street, Riverside, CA 92501, (951) 826-6666.

Selection

Process: Applications will be screened for satisfaction of minimum qualification standards. Those applicants evidencing the best qualifications will be invited for a panel interview evaluation. The interview panel will provide the Division Head with the top candidates for final selection. All candidates will be notified via e-mail following final selection.

Fringe Benefits:

Employee and dependant health, dental and vision insurance up to the cap amount; and employee fully paid life insurance.

Functions:

- Knowledge of the federal and state regulations and laws affecting the education of foster children including children with special needs.
- Knowledge of the education system with a focus in special education.
- Ability to communicate effectively in English, both orally and in writing.
- Ability to facilitate meetings, develop and make oral presentation to groups.
- Ability to establish and maintain rapport with those contacted in the course of work.
- Develop policies and procedures for the purpose of determining the needs for individual foster and group home youth.
- Coordinate the planning and implementation of all services, including tutorial, Health and Education Passports, vocational and independent living skills, and other services provided to youth in foster and group home care.
- Act as a liaison to all district superintendents and school personnel, county schools, group home providers, foster parents, and youth to ensure appropriate and timely admissions, transitions, and discharges to/from

schools in Riverside County.

- Provide leadership to Education and other agency partners for the purpose of facilitating collaboration and ensuring full integration of services.
- Provide consultation on issues related to education, special education, educational due process for student discipline, and on programs and services offered in alternative education.
- Design and implement multi-agency training to ensure that services conform to county, state, and federal guidelines.
- Collect data and prepare documents and reports for the purpose of program evaluation.
- Plan and implement training related to special education for foster placement staff and other professionals and paraprofessionals.
- Attend Individual Education Plan (IEP) meetings for foster children.
- Ability to operate a computer and associated software.

JOB REQUIREMENTS - MINIMUM QUALIFICATIONS SKILLS, KNOWLEDGE, AND ABILITIES

SKILLS are required to perform multiple highly complex technical tasks with an occasionally need to upgrade skills due to changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: operate word processing applications including spreadsheets; exercise sound judgment in interpreting and applying existing laws, policies, rules, regulations, procedures in carrying out assigned duties.

KNOWLEDGE of federal and state regulations and laws affecting the education of foster children including children with special needs; education system with a focus in special education; subject areas appropriate for the level and functioning of individuals with exceptional needs. Knowledge is also required to perform basic math including calculation of fractions, percents and/or ratios; interpret written procedures, write routine documents and speak clearly; and understand multiple step instructions.

ABILITY to communicate effectively in English, both orally and in writing; facilitate meetings, develop and make oral presentation to groups; operate a computer and associated software; work independently or part of a team; develop and provide a wide variety of activities and tasks in order to meet program objectives.

RESPONSIBILITIES: Includes working under standardized instructions and/or routines; leading, guiding and/or coordinating other persons; and operating within a defined budget and/or financial guidelines. Utilization of resources from other work units may be required to perform the job's functions.

WORKING ENVIRONMENT: The usual and customary methods of performing the job's functions requires the following physical demands: hearing and speaking to exchange information and make presentations; dexterity of hands and fingers to operate a computer keyboard; driving a vehicle to conduct work; seeing to conduct inspection of data; and occasional lifting of record boxes and bending or reaching for files. Generally the job requires 10% sitting, 40% walking and 50% standing. The job is performed under minimal temperature variations, a generally hazard free environment, and in a clean atmosphere.

Exhibit C

EXPERIENCE: A minimum of two years experience as a special education class room teacher.

EDUCATION: Bachelors of Art Degree from an accredited college/university in social science, liberal studies, or a related field is required. MA is desirable.

CREDENTIALS: Possession of a valid California Special Education Credential authorizing service as a resource specialist. You must provide copies of permit/credential as required for position or provide evidence of qualifying for required permit/credentials with your application materials to qualify for the position.

LICENSES: Valid California Driver's License. **CLEARANCES:** Fingerprint Clearance
TB Clearance

This organization complies with the following policies and practices

This organization is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, creed, age, gender or disability. This organization complies with the Americans with Disabilities Act. Persons who may need some accommodation in the hiring process should contact the personnel office. This organization is a drug free and tobacco free workplace. Candidates shall be required to submit proof of U.S. Citizenship or legal U.S. residence if hired. Minimum age limit is (a) 18 or (b) 16 with either a work permit, high school diploma, or High School Certificate of Proficiency.

**CONTRACTOR, SUBCONTRACTOR, AND/OR VENDOR
ASSURANCE OF COMPLIANCE
WITH
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NON-DISCRIMINATION
IN
STATE AND FEDERALLY ASSISTED PROGRAMS**

Exhibit D

Riverside County Superintendent of Schools

NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT it will comply with Title VI 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; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic 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 race, color, national origin, political affiliation, religion, martial status, sex, age, or disability 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 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 11135-39, 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; and shall be submitted annually with the required Civil Rights Plan Update.

Date



Director's Signature

Address of Vendor/Recipient