

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

925



FORM APPROVED COUNTY COUNSEL
DATE 10/16/14
BY: GREGORY P. PRIAMOS

FROM: Department of Public Social Services

SUBMITTAL DATE:
August 28, 2014

SUBJECT: Agreement with San Diego State University Research Foundation for Statewide Core Induction Training, without seeking competitive bids [Districts-All] [\$253,000 (to be allocated FY 14/15 and 15/16)- Federal Funding: 40.45% State Funding: 0.28%; County Funding: 0.23%; Realignment Funding: 58.24%; Other Funding: 0.80%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to sign the attached Agreement # CS-02934 with San Diego State University Research Foundation for the period of 11/01/14 - 06/30/15 for an amount not to exceed \$ 126,500 annually, which contains the option to renew the agreement for one additional year, without seeking competitive bids.
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Patricia Reynolds
Patricia Reynolds
Assistant Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 126,500	\$ 126,500	\$ 253,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 291	\$ 291	\$ 582	\$	

SOURCE OF FUNDS: Federal Funding: 40.45% State Funding: 0.28%; County Funding: 0.23%; Realignment Funding: 58.24%; Other Funding: 0.80%
Budget Adjustment: No
For Fiscal Year: 14-15

C.E.O. RECOMMENDATION:

APPROVE

Jennifer L. Sargent
BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 03/03/14 (3.17)

District: ALL

Agenda Number:

3-17

Departmental Concurrence

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Agreement with San Diego State University Research Foundation for Statewide Core Induction Training, without seeking competitive bids [Districts-All] [\$253,000 (to be allocated FY 14/15 and 15/16)- Federal Funding: 40.45% State Funding: 0.28%; County Funding: 0.23%; Realignment Funding: 58.24%; Other Funding: 0.80%]

DATE: August 28, 2014

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BACKGROUND:

Summary (continued)

The Public Child Welfare Training Academy (PCWTA) administered by San Diego is one of five State approved Title IV-E funded regional training academies in California. PCWTA works in partnership with the five counties of the Southern Region (Imperial, Orange, Riverside, San Bernardino, and San Diego), and with the California Social Work Education Center (CalsWEC), and the California Department of Social Services (CDSS) to develop and deliver culturally relevant, practice-based curriculum to the public child welfare staff and related community providers of the region.

Pursuant to State regulations, all public child welfare staff are required to receive the State approved Core Induction Training. 79 slots are allocated to Riverside County for Core Induction Training each Fiscal year.

Approval was received on 03/03/14 (3.17) to Sole Source with San Diego State University Research Foundation to add 2 Core Induction Training to FY 13/14 since all 79 slots were utilized by December 2013.

DPSS is seeking approval to add 2 Core Induction Trainings to FY 14/15. Based on the increased hiring of Social Workers, DPSS has calculated that the allocated 79 Title IV-E slots will be fully utilized before January 1, 2015.

DPSS negotiated this agreement with San Diego State University Research Foundation without competition in accordance with California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, which states that the contract may be negotiated without formal advertising "for any service to be rendered by and federal, state or local government agency, public college or other public educational institution".

Impact on Residents and Businesses

These programs provide much needed assistance to individuals or families who rely on the extensive training that the Department of Public Social Services Core line Workers receive.

SUPPLEMENTAL:

Additional Fiscal Information

Statewide mandated Core Induction Training for newly hired Children's Services Social Workers will be \$126,500 for the term of 11/01/14 – 06/30/15 for 2 Core Induction Training.

Contract History and Price Reasonableness

The cost of training Statewide mandated Core induction Training for newly hired Children's Services Social Workers is the same for all 5 state training centers.

ATTACHMENT(S)

AAGREEMENT CS-02934

SOLE SOURCE JUSTIFICATION

SvZ:cg

Date: August 18, 2014
From: Susan von Zabern, Director of the Department of Public Social Services
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Request for a Sole Source Procurement for Statewide mandated Core Induction Training for Newly hired Children's Services Social Workers .

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for a sole source.

1. Supply/Service being requested:

Statewide mandated Core Induction Training for Newly hired Children's Services Social Workers .

2. Supplier being requested:

San Diego State University Research Foundation, Academy for Professional Excellence with Public Child Welfare Training Academy.

3. Alternative suppliers that can or might be able to provide supply/service:

There are no alternative suppliers that can provide Statewide mandated Core Induction Training for Riverside County DPSS Social workers.

4. Extent of market search conducted:

Academy for Professional Excellence a project of San Diego State University Research Foundation is one of six Training Academies that are part of The Regional Training Academy Coordination Project (RTA). RTA is a statewide collaborative for in-service training and continuing professional education of public child welfare staff. The coordinated delivery model reduces duplication of training, increases consistency, promotes professionalism and competency, and supports child welfare staff retention in California.

The Academy for Professional Excellence/Public Child Welfare Training Academy is a collaborative public venture of San Diego State University; CSU, San Bernardino; and Imperial, Orange, Riverside, San Bernardino, and San Diego Counties.

In accordance with California Department of Social Services (CDSS), Regulation 23-650, contracts may be negotiated without formal advertising for any service rendered by any federal, state, or local government agency, or public education institution which applies to San Diego State University.

5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Public Child Welfare Training Academy (PCWTA) is one of five Title IV-E funded regional training academies in the State of California. PCWTA works in partnership with the five counties of the Southern Region (Imperial, Orange, Riverside, San Bernardino, and San Diego), and with the California Social Work Education Center (CalSWEC), and the California Department of Social Services (CDSS) to develop and deliver culturally relevant, practice-based curriculum to the public

child welfare staff and related community providers of the region. PCWTA for Riverside County has been designated to San Diego State University.

There are no alternative suppliers that can provide the Title IV-E training academies in Riverside County or surrounding counties.

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

Public Welfare training Academy currently provides Statewide mandated Core Induction Training for Newly hired Children's Services Social Workers for Riverside County in order to comply with the statewide mandate and the consistency of information. A designated number of allocated slots are provided to each County that is funded by Title IV E. Riverside County has utilized its allocated budgeted numbers based on its increased hiring of Social Workers within this fiscal year. Riverside County is now required to pay for the additional training slots for the newly hired Social Workers.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

The cost of training staff, new line worker core induction training is the same for all 5 state training centers. Core Induction Training is \$2,200 per day @ 46 days with a 25% of indirect cost= \$126,500

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).

No

9. Period of Performance:

The term of this contract will be November 1, 2014 through June 30, 2015 with (1) one-year renewal option(s).



Department Head Signature

10-1-14

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 126,500 One time

Annual Amount through 6-30-16



Purchasing Agent

10-2-14

Date

15-232

Approval Number

(Reference on Purchasing Documents)

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

AGREEMENT: CS-02934

CONTRACTOR: San Diego State University Research Foundation

EFFECTIVE: November 1, 2014 - June 30, 2015

MAXIMUM REIMBURSABLE AMOUNT: \$126,500.00

WHEREAS, the County of Riverside, Department of Public Social Services,(hereinafter referred to as the "County and or "DPSS") desires to provide Core Induction Training;

WHEREAS, San Diego State University Research Foundation (hereinafter referred to as the "Contractor") is qualified to provide Core Induction Training;

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

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS contained herein and exhibits attached hereto and incorporated herein (hereinafter referred to as an "Agreement").

Authorized Signature for County:	Authorized Signature for San Diego State University Research Foundation
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Sandra M. Nordahl, CRA
Title: Chair, Board of Supervisors	Title: Director, Sr. Contracting and Compliance
Address: 10281 Kidd St. Riverside, CA 92503	Address: 5500 Campanile Drive San Diego, CA 92182
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
 BY: Eric Stopher DATE 10/15/14
 ERIC STOPHER DATE

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List of Exhibits

- Exhibit A- Core induction Training List
- Exhibit B- DPSS 2076A, DPSS 2076B & Instructions
- Exhibit C- Assurance of Compliance

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "Contractor" refers to San Diego State University Research Foundation and its employees, agents and representatives providing services under this Agreement.
- B. "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- C. "PCWTA" refers to Public Child Welfare Training Academy, which is program a program under the Academy for Professional Excellence, a project of San Diego State University Research Foundation.
- D. "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 Agreement.
- E. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. OBJECTIVES

- A. The objective is to procure training for Riverside County Social Workers.
- B. The goal is to train Riverside County Social Workers using the Statewide core induction training curriculum which is mandated by the state.

III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Provide the following:
 - 1. Training Facilities sufficient for the number of staff scheduled to attend training
 - 2. Copies of Training material for all staff attending, and
 - 3. Training Coverage and appropriate site support..

IV. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between San Diego State University Research Foundation and DPSS.
- 2. Provide two (2) Core Line Worker Induction Training that will consist of 35 students per core as identified in (Exhibit A) Exhibit A is attached hereto and incorporated herein by this reference.

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$126,500. The Maximum Reimbursable Amount will be broken down in the following amounts per training.

Description	Amount
1 st Core Induction Training – New Worker Training to meet state regulations	\$63,250
2 nd Core Induction Training – New Worker Training to meet state regulations	\$63,250
Total	\$126,500

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. Contractor will be paid the actual amount of each invoice. If the required supporting documentation is not provided, DPSS may delay payment until information is received by DPSS.
- b. The Contractor shall submit Sign in sheet along with DPSS 2076A (Exhibit B), following the instructions as set forth. Exhibit B is attached hereto and incorporated herein by this reference for request of all payments.
- c. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

3. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

4. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

5. SUPPLANTATION

The Contractor shall not supplant any federal, state, or County funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or County funds under any County programs without prior approval of DPSS.

6. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor 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 Contractor under any agreement with DPSS.

C. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

2. CONFIDENTIALITY

County understands and accepts that Contractor is legally mandated under the McKee Transparency Act (Cal. Ed. Code section 89913-20 et seq) to provide records to all and any parties that request such records in at most ten days from such record request. This agreement and information provided to Contractor which was not clearly marked as "Confidential" will be readily provided to such requests when received by Contractor. In any event, Contractor shall use its best efforts to give County at least five (5) calendar days' prior written notice of any such disclosure.

3. HOLD HARMLESS/INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless County of Riverside, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents or employees.

County of Riverside shall defend, indemnify and hold harmless Contractor, San Diego State University, Trustees of the CSU, the State of California, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions.

4. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to 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.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of 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 Contractor's performance of its obligations hereunder. Policy shall name the County as additional Insured. 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 Agreement 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 Agreement, then Contractor 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 Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as additional Insured.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor'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 Agreement 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. Contractor shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Contractor'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 Agreement 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 Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement 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 Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- (8) Contractor 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 Agreement.

5. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor 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.

6. INDEPENDENT CONTRACTOR

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

7. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written

consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

8. SUBCONTRACT 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 Agreement 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 Agreement 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 Agreement insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this Agreement 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.

9. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Agreement 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;

- c. Are not 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
- d. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

10. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

The Contractor 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 Contractor as though made with the Contractor directly.

11. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Agreement Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

V. GENERAL

A. EFFECTIVE PERIOD

This Agreement is effective November 1, 2014 to June 30, 2015, with (1) one-year renewal option(s).

B. NOTICES

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

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

CONTRACTOR: San Diego State University Research Foundation
 5500 Campanile Drive
 San Diego, CA 92182

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

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by agreement, shall be disposed 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 Contractor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

D. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

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

E. GOVERNING LAW

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

F. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

G. 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 the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

H. 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.

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 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 DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

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.

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII 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; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic 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 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; 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 11135-11139.5, 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.

Date

Director's Signature

Address of Vendor/Recipient

(08/13/01)

CR50-Vendor Assurance of Compliance