

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]*
 GREGORY P. PRIAMOS
 DATE

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

932



FROM: Department of Public Social Services (DPSS)

SUBMITTAL DATE:
 May 24, 2016

SUBJECT: Approve Agreement #CS-03357 with San Diego State University Research Foundation, on behalf of DPSS, to provide Core Induction Services, without seeking competitive bids, for one year with the option to renew the agreement for two additional one-year periods. [All Districts]; [Total Cost \$856,107.00]; [\$285,369.00 Annually ; Source of Funds – Federal: 39.15%; State: 0.37%; County: 0.60%; Realignment: 59.25%; Other: 0.63%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute the attached Agreement #CS-03357 with San Diego State University Research Foundation for Core Induction Services, without seeking competitive bids, in the for amount not to exceed \$285,369.00 annually, which contains the option to renew the agreement for two (2) additional one-year periods; for the period of July 01, 2016 through June 30, 2019.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel, to sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed 10% annually.

slh

[Signature: Susan von Zabern]
 Susan von Zabern
 Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 285,369.00	\$ 285,369.00	\$ 856,107.00	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 1,712.00	\$ 1,712.00	\$ 5,136.00	\$	
SOURCE OF FUNDS: Federal Funding: 39.15% State Funding: 0.37%; County Funding: 0.60%; Realignment Funding: 59.25%; Other Funding: 0.63%				Budget Adjustment: No For Fiscal Year: 16-17	

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *[Signature: Jennifer L. Sargent]*
 Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: 06/30/15(3.45);
 04/07/15(3.25); and 10/28/14(3.17)

District: All

Agenda Number:

3-55

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

FORM 11: Approve Agreement #CS-03357 with San Diego State University Research Foundation, on behalf of DPSS, for Core Induction Services, without seeking competitive bids, for one year with the option to renew the agreement for two additional one-year periods. [All Districts]; [Total Costs \$856,107.00]; [\$285,369.00 Annually]; Source of Funds – Federal: 39.15%; State: 0.37%; County: 0.60%; Realignment: 59.25%; Other: 0.63%

DATE: May 24, 2016

PAGE: Page 2 of 2

BACKGROUND:

Summary

The Public Child Welfare Training Academy (PCWTA) administered by San Diego State University is one of five (5) State approved Title IV-E funded regional training academies in California. PCWTA works in partnership with the five (5) California 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). Together they 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. PCWTA allocated 79 slots to Riverside County for Core Induction Training for FY 16/17. DPSS (Department of Public Social Services) must pay for 3 additional Core Induction Training for the newly hired Social Workers.

DPSS negotiated this agreement with San Diego State University without competition. This is in accordance with the 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 any federal, state or local government agency, public university, 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 DPSS Core Line Workers receive.

SUPPLEMENTAL:

Additional Fiscal Information

Statewide mandated Core Induction Training for newly hired Children’s Services Social Workers at DPSS will be \$285,369.00 annually.

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 five (5) state training centers.

A full Core Induction Training consists of estimated delivery of twenty (20) full in person training days and seven (7) eLearnings. A full day of training will consist of a minimum of six (6) hours, which can occur over multiple days.

ATTACHMENTS (S):

- ATTACHMENT A.** Agreement #CS-03357
- ATTACHMENT B.** Sole Source Justification

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

AGREEMENT: CS-03357
CONTRACTOR: San Diego State University Research Foundation
EFFECTIVE: July 1, 2016 - June 30, 2017
MAXIMUM REIMBURSABLE AMOUNT: \$285,369.00

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

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

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 <i>Sandra M. Nordahl</i>
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Sandra M. Nordahl
Title: Chair, Board of Supervisors	Title: Director, SR Contracting and Compliance
Address: 10281 Kidd St. Riverside, CA 92503	Address: 5250 Campanile Drive San Diego, CA 92182
Date Signed:	Date Signed: 5/25/16

FORM APPROVED COUNTY COUNSEL
 BY: *Eric Stopher* DATE: 6/2/16
 ERIC STOPHER DATE

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List of Exhibits

- Exhibit A- Core Induction Training
- Exhibit B- DPSS 2076A, DPSS 2076B & Instructions

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "Contractor" refers to San Diego State University 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 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 AND CONTRACTOR RESPONSIBILITIES

- A. If multiple line worker cores are needed at one time, Contractor will plan with DPSS how to stagger the start of each core training in order to allow Contractor to develop materials, schedule trainers and secure locations in a timely and efficient manner without disruption to services.
- B. Changes to trainings that have already been scheduled must be communicated to the Training Coordinator at least 6 weeks in advance of the delivery date. If Training's location, time or content needs to be modified with less than 6 weeks' notice, a change fee may be incurred.
- C. Request for data must be submitted with 2 weeks' notice to Contractor.

IV. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor for Training Coordination.
- 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 Training Coverage and appropriate site support
3. Information on line worker core needs as early as possible for planning purposes
4. A point of contact for training assistants and training coordinators to support flow of information and strong collaboration who is able to provide timely feedback and communication as needed for planning purposes
5. Responsive communication including response within 48 hours.

D. Provide the following for offsite line worker core:

6. Storage space;
7. In and out access of the training room for the Training Assistant or/and off-site Coordinator so they can enter and exit the training room and / or building as needed;
8. One training location for all training days in a line worker core series;
9. A training room that has adequate space and accommodations necessary to support a successful learning environment such as tables and chairs and a controlled climate;
10. Appropriate technology or one week's advance notice that technology is needed as Contractor can provide it;
11. A copy of the line worker core schedule will be provided to the front desk/reception for the office in which the core will be held;
12. Email address for all trainees seven (7) business days in advance of scheduled training;
13. Oversight to ensure all training hosted on Riverside County premises are scheduled in training rooms that are equipped with functional Wi-Fi connection prior to the start of training and trainer preparation.

V. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

1. Assign staff to be liaison between San Diego State University Research Foundation and DPSS for Training Coordination.
2. Training coordination to include scheduling and contracting with trainers, training site location, developing advertisements.
3. Training assistance to include:
 - a. Development and Transportation of materials
 - b. Site coverage and support to trainer and trainees during deliveries
 - c. Training evaluation
 - d. Refreshments.
4. Responsive communication including response within 48 business hours.
5. Provide Core Line Worker Induction Training as identified in 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 \$285,369.00 annually.

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by participant sign-in sheet(s). If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
- b. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. The Contractor shall submit DPSS Forms 2076A, 2076B (if applicable) (Exhibit B), following the instructions set forth. Exhibit B is attached hereto and incorporated herein by this reference for request of all payments.
- d. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 5th of June. Actual Contractor invoices for May and June are due no later than the 30th of July.

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 \$750,000 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 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 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

The Contractor will not subcontract.

9. DEBARMENT AND SUSPENSION

Contractor certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

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.

12. TRANSITION PERIOD

The Contractor recognizes that the services under this Agreement are vital to DPSS and must be continued without interruption, and that, upon expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.

- a. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS' approval and shall specify:
 - (1.) List of clients that include:
 - (a.) Current contact information;
 - (b.) Assigned social worker.
- b. Discharge summary that includes:
 - (1.) Services received;
 - (2.) Number of hours of services completed;
 - (3.) On-going service recommendations;
 - (4.) Date for transferring responsibilities.
- c. The Contractor shall provide DPSS with copies of client files.

VI. GENERAL

A. PERIOD OF PERFORMANCE

This Agreement is effective July 1, 2016 to June 30, 2017, with two (2) one-year renewal options.

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

Invoices and other financial documents:
 Department of Public Social Services
 Fiscal/Management Reporting Unit
 4060 County Circle Drive
 Riverside, CA 92503

CONTRACTOR: San Diego State University Research Foundation
 Director, Sponsor Research Administration
 5250 Campanile Drive
 San Diego, CA 92182

Contractor "Remit To" address:

San Diego State University Research Foundation
 5250 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.

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

1. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the County's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
2. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party

mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

E. 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.

F. 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.

G. 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.

H. NON-APPROPRIATION OF FUNDS

The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

I. 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.

J. 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.

Exhibit A
Children Services Core Induction Training

Line Worker Core	Cost per Core	Number of Cores	Total
<p>Common Core Delivery: Through February 2017 Common Core 3.0 (CC 3.0) training will include the core curriculum and the CC 3.0 assessment block.</p> <p>Beginning February 2017, Common Core 3.0 (CC 3.0) will include the following six blocks of training; Foundation, Engagement, Assessment, Service Planning, Monitoring & Adapting, and Transition.</p> <p>Both versions of Common Core (CC 3.0) will be delivered via a combination of classroom training and eLearnings.</p>	\$95,123.00	3	\$285,369.00

*Payment will be provided upon documentation of delivery of a full Core Induction for a total delivery of 20 full in person training days and 7 eLearnings. A full day of training shall consist of a minimum of 6 hours, which can occur over multiple days.

*Each Core will require a minimum of 10 registered participants and be capped at a maximum of 30 registered participants. If the minimum registered participant number is not met 10 working days prior to training, the Academy Program Manager will work with the Sponsor to meet minimum requirement, and if requirement cannot be filled the training will be cancelled no less than 7 working days in advance. In an event that less participants show than registered on the day of the training the Academy will continue to deliver training as scheduled.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: B

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: San Diego State University Research Foundation
Remit to Name

Address

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

- | | | |
|--|--------------------------|--|
| <input type="checkbox"/> Advance Payment
(if allowed by Contract/MOU) | \$ _____ | <input type="checkbox"/> Actual Payment \$ _____
(Same amount as 2076B if needed) |
| <input type="checkbox"/> Unit of Service Payment | \$ _____ | _____ # 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 Number

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	
Fund (5)	If amount authorized is different from amount request, please explain:	
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

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

CONTRACTOR:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
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List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

List each type of contribution	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
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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.

Date: April 26, 2016
From: Susan von Zabern, Director of the Department of Public Social Services
To: Board of Supervisors/Purchasing Agent
Via: Catalina Guitron, 951-358-7752
Subject: Sole Source Procurement: Request for Core Induction Services

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 sole source.

1. **Supplier being requested:** San Diego State University Research Foundation
2. **Vendor ID:** 0121622
3. **Supply/Service being requested:** Core Induction Services
Statewide mandated Core Induction Training for Newly hired Children's Services Social Workers.
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:**

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

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide (if proprietary software or machinery, hardware, please provide a supporting letter from the manufacturer):**

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 will utilize its allocated budgeted numbers based on increase hiring of Social Workers within this fiscal year. Riverside County is now required to pay for 3 additional Core Induction Training for the newly hired Social Workers.

7. **Period of Performance:** From: 07/01/2016 to 06/30/2017 with two (2) option years, for a total of three (3) years.

Is this an annually renewable contract? No Yes

8. **Identify all costs for this requested purchase.**

Description:	FY 16/17	FY 17/18	FY 18/19	Total
Ongoing Costs:	\$285,369.00	\$285,369.00	\$285,369.00	\$856,107.00
Core Induction Training				
Total Costs	\$285,369.00	\$285,369.00	\$285,369.00	\$856,107.00

9. **Price Reasonableness:**

The cost of training staff, new line worker core induction training is the same for all five (5) state training centers. Each Core Training is \$95,123.00. DPSS has requested three (3) Core Training.

Each Core Induction Training will consist of 20 full in person training days and 7 eLearnings. A full day of training shall consist of a minimum of 6 hours, which can occur over multiple days.

10. **Projected Board of Supervisor Date (if applicable):**

May 24th, 2016

Susan von Zabern

Susan von Zabern

5-11-16

Department Head Signature
(or designee)

Print Name

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 285,369.00 One time

Annual Amount through June 30, 2019
(Date)

Lo Brandl

6/6/16

16-565

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)