

LAYERZOOM BUSINESS TECHNOLOGY SOLUTIONS

**HARDWARE AND SOFTWARE TRAINING
FOR DPSS END USERS AND IT PERSONNEL**

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

TABLE OF CONTENTS

I. ABBREVIATIONS/DEFINITIONS.....	4
II. DPSS RESPONSIBILITIES	4
III. CONTRACTOR RESPONSIBILITIES	5
IV. FISCAL PROVISIONS	6
A. MAXIMUM AMOUNT	6
B. COST OF SERVICE RATE.....	6
C. LIQUIDATED DAMAGES	7
D. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS	7
E. FINANCIAL RESOURCES	8
F. RECORDS, INSPECTIONS, AND AUDITS	8
G. SUPPLANTATION.....	9
H. DISALLOWANCE	9
I. AVAILABILITY OF FUNDING	9
V. GENERAL PROVISIONS	9
A. EFFECTIVE PERIOD	9
B. CONFLICT OF INTEREST	9
C. NOTICES.....	10
D. CONFIDENTIALITY	10
E. EMPLOYMENT PRACTICES	10
F. CLIENT CIVIL RIGHTS COMPLIANCE	11
G. HOLD HARMLESS/INDEMNIFICATION.....	12
H. INSURANCE	13
I. LICENSES AND PERMITS.....	15
J. INDEPENDENT CONTRACTOR.....	15
K. ASSIGNMENT	15
L. CHILD ABUSE REPORTING	15
M. REPORTING	16
N. DEBARMENT AND SUSPENSION	16
O. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES ..	16
P. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).....	16
Q. DISPUTES.....	17
R. SANCTIONS.....	17
S. TERMINATION.....	17
T. GOVERNING LAW	18
U. MODIFICATION OF TERMS	18
V. ENTIRE AGREEMENT	18

List of Exhibits

Exhibit A- DPSS 2076A

Exhibit B- Instructions for DPSS 2076A

Exhibit C- Assurance of Compliance

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

- A. Asynchronous (ASN), which means "not at the same time," allows the student to complete the Web Based Training on his own time and schedule, without live interaction with the instructor.
- B. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- C. "CBT" refers to Computer-Based Training.
- D. "Contractor" is any employee, agent or representative of the contract company used in conjunction with the performance of the contract.
- E. "COUNTY" shall mean the County of Riverside and its Department of Public Social Services.
- F. "IT" refers to Information Technology.
- G. "LMS" is DPSS' internal hosted learning management system offering the management of learner records and learning plans. DPSS uses Training Partner by GeoMetrix Data Systems, Inc.
- H. "PC" refers to Personal Computer.
- I. "SD" refers to DPSS Staff Development Division training center located at 22690 Cactus Drive, Moreno Valley, CA 92553. .
- J. Synchronous (SYN), which literally means "at the same time," involves interacting with an instructor via the web in real time.

II. DPSS RESPONSIBILITIES

- A. DPSS will:
 - 1. Assign DPSS staff to be the liaison between the Contractor and DPSS.
 - 2. Provide computer equipment for use by students and/or instructor (s) during all training classes as needed.
 - 3. Ensure DPSS SD training rooms are equipped with Desktops P2/400 MHZ CPUs or better with 128 MB RAM and 17" monitors.
 - 4. Provide classrooms to accommodate between 10 and 14 students. Smaller or larger classes may be arranged upon request.

5. Provide upon request audio/visual equipment for use by Contractor when conducting training.
6. Be responsible for ensuring all computer systems used during the training are operable and that the required software is loaded and operational.
7. DPSS SD coordinator will provide each student with a class evaluation form via e-mail/LMS/or in person at the end of class. The evaluation is to be completed by the employee and returned to the SD training supervisor via e-mail/LMS or in person no later than five (5) days after the completion of the training.
8. 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, student evaluations, and Contractor self-monitoring.

III. CONTRACTOR RESPONSIBILITIES

A. The Contractor shall:

1. Provide a single-point-of-contact for DPSS to ensure consistent and excellent levels of customer service.
2. Provide hardware and software training designed for IT personnel to include beginning, intermediate, and advanced levels in the listed applications as detailed on page 6, Section IV.B., COST OF SERVICE RATE.
3. Provide traditional classroom training for specialized training for IT personnel at Contractor facility and at DPSS Staff Development training center located at 22690 Cactus Drive, Moreno Valley, CA 92553. Classes are to be conducted during DPSS business hours. However, classes may be conducted outside of these hours if requested by the SD Training Coordinator.
4. Provide trainers who are experienced teaching the subject matter and possess appropriate qualifications, credentials and certifications applicable to the subject matter being trained. Instructors must be available to students and/or the training coordinator up to six (6) months after the completion of training for follow-up questions and /or clarification of material covered during the training session at the providers cost.
5. Provide train-the-trainer service for IT personnel.
6. Provide course customization in various training mediums to meet the specific needs of DPSS' required courses and tailor each training session to meet the unique requirement of students.
7. Provide students with training materials needed for each course. Materials provided for students' use during the training will become the property of DPSS upon completion of training.

8. Schedule training sessions to accommodate DPSS' need for IT personnel training. Classes consisting solely of DPSS staff will be scheduled with a minimum of three weeks notice. If DPSS is sending students to a class held at the Contactor's location that is open to the public, Contractor must schedule students as late as one day before the classes are held, as long as there is room in the class.
9. Allow student (s) to retake class within one year of enrollment as long as there are seats available in said course at no additional cost. Contractor will not be responsible for providing additional course materials for classes that are retaken by students.
10. Accept Student cancellations a minimum of five (5) DPSS business days prior to the scheduled class date at no cost to the County. Accept class cancellations a minimum of ten (10) DPSS business days prior to the scheduled class date at no cost to the County. Provide DPSS' SD training supervisor a minimum of Ten (10) DPSS business day notification of any class cancellations. For all classes that are cancelled by the Contractor in less than the Ten (10) DPSS business day requirement, the Contractor will be assessed a payment to DPSS for liquidated damages as stipulated herein this Agreement.
11. Identify how the classroom server, instructor workstation and student workstations should be configured at least one week prior to the scheduled training. Set up the classroom according to configuration and install the applicable software for the training.
12. Be responsible for having all students sign the sign-in sheet for each day the class is in session.
13. Provide temporary licenses, whether it is for the server or the workstations, to ensure the training is conducted in an effective manner.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$4,000.

B. COST OF SERVICE RATE

The Contractor will be paid the inclusive blended rates listed in the table below on a per student basis. Rates for all course offerings are inclusive of all project related or supported expenses such as travel, mileage, books, CDs, DVDs, manuals, workbooks and all such cost associated with the course. No other costs will be paid.

TRAINING COURSE TYPE LEGEND	
On-site	County training center located at 22690 Cactus Drive, Moreno Valley, CA 92553
Off-site	The Contractor's list of off-site locations.
SYN	(Synchronous), which literally means "at the same time," involves interacting with an instructor via the web in real time.
ASN	(Asynchronous) which means not at the same time; allows the student to complete the web-based training on his own time and schedule, without live interaction with the instructor.
CBT	Computer based training such as CD-Rom/DVD.

TRAINING TYPE 2: TECHNICAL TRAINING	On-site	Off-site	SYN	ASN	CBT	Train the Trainer
Cisco Security						
Beginner	\$165	\$165	\$165	\$165	\$165	\$165
Intermediate	\$165	\$165	\$165	\$165	\$165	\$165
Advanced	\$165	\$165	\$165	\$165	\$165	\$165
Cisco Routers and Switches Advanced Design & Administration						
Beginner					\$165 ¹	
Intermediate					\$165 ¹	
Advanced					\$165 ¹	

C. LIQUIDATED DAMAGES

It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the County and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay. Therefore, it is agreed the Contractor shall pay to the County of Riverside, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount equal to the cost per course per student or minimum class requirement, whichever is greater for the delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the County, the County shall deduct the amount thereof from any monies due or that may become due the vendor under the contract.

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

1. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.

¹ Denotes a secondary award vendor; classes that falls under a secondary award vendor will be requested to be provided on an as-needed backup basis.

2. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
3. 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.
4. The Contractor shall submit DPSS Form 2076A (Exhibit A) attached hereto and incorporated herein by this reference for request of all payments.
5. The Contractor must obtain signatures from all attendees for each day the class is in session. All sign-in sheets must be submitted along with Exhibit A before payment can be made.
6. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June 2010 are due no later than June 10, 2010. Actual Contractor invoices for May and June 2010 are due no later than July 30, 2010.

E. 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.

F. RECORDS, INSPECTIONS, AND AUDITS

1. 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.
2. 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.
3. 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.

4. 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.
5. 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.

G. 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.

H. 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 contract with DPSS.

I. AVAILABILITY OF FUNDING

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

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective June 1, 2010 through June 30, 2010 with two (2) one year renewal options.

B. CONFLICT OF INTEREST

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

C. NOTICES

All notices, claims, correspondence, 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: LayerZoom Business Technology Solutions
2149 E. Garvey Avenue, N, Suite A-2
West Covina, CA 91791

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

D. CONFIDENTIALITY

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

E. EMPLOYMENT PRACTICES

1. 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).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract 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.

For the purpose of this section Domestic Partner means one of two persons who has filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

F. CLIENT CIVIL RIGHTS COMPLIANCE

1. Vendor 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 C** and incorporated herein by this reference. The Contractor will sign and date Exhibit C 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. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, 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 arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR 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.

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

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability

for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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 the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law

H. INSURANCE

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 coverages during the term of this Agreement.

Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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.

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 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 agreement or be no less than two (2) times the occurrence limit.

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 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.

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 Country'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 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 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.

I. 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.

J. 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.

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

K. 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.

L. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165-11174.3, the Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code.

M. REPORTING

On a quarterly basis forward to contractreporting@riversidedpss.org and to sdd_lms@riversidedpss.org an electronic report in either an Access or Excel format to include the following:

1. Description of classes taken
2. How many students were enrolled in the classes
3. How many students attended the classes
4. Cost of the classes
5. Number of vouchers purchased
6. Expiration date of the vouchers
7. How many vouchers were used for the classes
8. Organizational Unit

N. DEBARMENT AND SUSPENSION

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

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgement 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;

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

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.

O. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, 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.

P. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

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

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 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.

R. 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:

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

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

Withhold funds pending a cure of the breach; and/or

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.

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

T. 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.

U. 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.

V. 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.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: DPSS 2076A

Exhibit A

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)

☐ Unit of Service Payment \$ _____
_____ # of Units X (\$) _____
_____ # of Units X (\$) _____

☐ Actual Payment \$ _____
(Same amount as 2076B if needed)

_____ # 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) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

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.

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

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, marital 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

CONTRACTOR COURSE SCHEDULE AND COST SHEET

The Contractor will be paid the rates listed in the table below.

TRAINING COURSE TYPE LEGEND	
ASN	(Asynchronous) which means not at the same time; allows the student to complete the web-based training on his own time and schedule, without live interaction with the instructor.

TRAINING TYPE 1: END-USER	ASN	TRAINING TYPE 2: TECHNICAL TRAINING	ASN
Crystal Reports vs 11 & above		Client/server Technologies	
Beginner	\$75	Beginner	\$75
Intermediate	\$75	Intermediate	\$75
Advanced	\$75	Advanced	\$75
Adobe Pagemaker		Advanced internet/intranet technologies	
Beginner	\$75 ¹	Beginner	\$75
Intermediate	\$75 ¹	Intermediate	\$75
Advanced	\$75 ¹	Advanced	\$75
Adobe Captivate 3 & above		General PC Support (Win 2000, NT, XP)	
Beginner	\$75 ¹	Beginner	\$75
Intermediate	\$75 ¹	Intermediate	\$75
Advanced	\$75 ¹	Advanced	\$75
Adobe Writer Pro 8 & above		A+ Training	
Beginner	\$75 ¹	Beginner	\$75
Intermediate	\$75 ¹	Intermediate	\$75
Advanced	\$75 ¹	Advanced	\$75
Adobe Presenter 6 & above		Project Mgmt for IT Professionals	
Beginner	\$75 ¹	Beginner	\$75
Intermediate	\$75 ¹	Intermediate	\$75
Advanced	\$75 ¹	Advanced	\$75
Adobe PhotoShop		General Lan/Wan concepts and supports	
Beginner	\$75 ¹	Beginner	\$75
Intermediate	\$75 ¹	Intermediate	\$75
Advanced	\$75 ¹	Advanced	\$75
Novell GroupWise 7.x +usage		Windows 2000/XP Network and OS essentials	
Beginner	\$75 ¹	Beginner	\$75
Intermediate	\$75 ¹	Intermediate	\$75
Advanced	\$75 ¹	Advanced	\$75
E-room (Documentum)		Windows 2000/2003 advanced server	

¹ Denotes a secondary award vendor; classes that falls under a secondary award vendor will be requested to be provided on an as-needed backup basis.

SkillSoft Corporation
107 Northwestern Blvd.
Nashua, NH 03062

Exhibit A

TRAINING TYPE 1: END-USER	ASN	TRAINING TYPE 2: TECHNICAL TRAINING	ASN
		admin	
Beginner	\$75	Beginner	\$75
Intermediate	\$75	Intermediate	\$75
Advanced	\$75	Advanced	\$75
Flash (Development) CS3 Professional & above		Advanced MS internet information Server Admin/support	
Beginner	\$75 ¹	Beginner	\$75
Intermediate	\$75 ¹	Intermediate	\$75
Advanced	\$75 ¹	Advanced	\$75
AutoCad 2009		Designing Windows 2000/XP	
Beginner	\$75	Beginner	\$75
Intermediate	\$75	Intermediate	\$75
Advanced	\$75	Advanced	\$75
Data mining (SAS) 9.1		Web Programming Fundamentals	
Beginner	\$75	Beginner	\$75
Intermediate	\$75	Intermediate	\$75
Advanced	\$75	Advanced	\$75
Techsmith Snagit 8.2 & above		Crystal Reports/Crystal Enterprises/Crystal Decisions	
Beginner	\$75	Beginner	\$75
Intermediate	\$75	Intermediate	\$75
Advanced	\$75	Advanced	\$75
SharePoint/Moss 2007		Business Objects	
Beginner	\$75	Beginner	\$75
Intermediate	\$75	Intermediate	\$75
Advanced	\$75	Advanced	\$75
Business Skills		Object Oriented Analysis and Design (OOAD)	
Beginner	\$75 ¹	Beginner	\$75
Intermediate	\$75 ¹	Intermediate	\$75
Advanced	\$75 ¹	Advanced	\$75
Windows 7		Object Oriented Programming (OOP) Concepts and Tools	
Beginner	\$75	Beginner	\$75
Intermediate	\$75	Intermediate	\$75
Advanced	\$75	Advanced	\$75
		Application Design and Development in .NET	
		Beginner	\$75
		Intermediate	\$75
		Advanced	\$75
		Application Design and Development in Java (J2EE, Java, ONE, Java Script)	
		Beginner	\$75

SkillSoft Corporation
107 Northwestern Blvd.
Nashua, NH 03062

Exhibit A

TRAINING TYPE 1: END-USER	ASN	TRAINING TYPE 2: TECHNICAL TRAINING	ASN
		Intermediate	\$75
		Advanced	\$75
		Database Design and Administration for Oracle (10g)	
		Beginner	\$75
		Intermediate	\$75
		Advanced	\$75
		MS Active Directory Services Administration	
		Beginner	\$75
		Intermediate	\$75
		Advanced	\$75
		Cisco Routers and Switches Advanced Design and Administration	
		Beginner	\$75
		Intermediate	\$75
		Advanced	\$75
		eRoom Advanced Application Programming Interface (API) Development	
		Beginner	\$75
		Intermediate	\$75
		Advanced	\$75
		MS SharePoint (all versions)	
		Beginner	\$75
		Intermediate	\$75
		Advanced	\$75
		Content Management	
		Beginner	\$75
		Intermediate	\$75
		Advanced	\$75
		Document Management	
		Beginner	\$75
		Intermediate	\$75
		Advanced	\$75
		System Testing	
		Beginner	\$75
		Intermediate	\$75
		Advanced	\$75
		Software Life Cycle Development methodologies	
		Beginner	\$75
		Intermediate	\$75
		Advanced	\$75

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: DPSS 2076A

Exhibit B

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)

☐ Unit of Service Payment \$ _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

☐ Actual Payment \$ _____
(Same amount as 2076B if needed)

_____ # 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) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

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.

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

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, marital 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


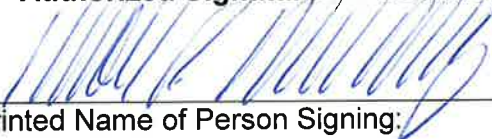
PROFESSIONAL SERVICES AGREEMENT: AA-01458
CONTRACTOR: SkillSoft Corporation
AGREEMENT TERM: June 1, 2010 through June 30, 2010
MAXIMUM REIMBURSABLE AMOUNT: \$10,220

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide high quality technology training services for its personnel, inclusive of training for both "End users" and "Technology staff."

WHEREAS, SkillSoft Corporation is qualified to provide high quality technology training services, inclusive of training for both "End users" and "Technology staff."

WHEREAS, DPSS desires SkillSoft Corporation, hereinafter referred to as the Contractor, 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 of this Agreement.

Authorized Signature for Board:	Authorized Signature for Contractor:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
Marion Ashley	Mark P. Murray
Title:	Title:
Chairman, Board of Supervisors	Director, Revenue & Contract Accounting
Address: 4080 Lemon Street Riverside, CA 92501	Address: 107 Northwestern Blvd. Nashua, NH 03062
Date Signed: JUN 22 2010	Date Signed: June 28, 2010

FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

JUN 22 2010

JUN 22 2010 3:30

ATTEST:
KECIA HARPER, IHCM, Clerk
By  DEPUTY

SKILLSOFT CORPORATION

**HARDWARE AND SOFTWARE TRAINING
FOR DPSS END USERS AND IT PERSONNEL**

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

TABLE OF CONTENTS

I. ABBREVIATIONS/DEFINITIONS.....	4
II. DPSS RESPONSIBILITIES.....	4
III. CONTRACTOR RESPONSIBILITIES	5
IV. FISCAL PROVISIONS	5
A. MAXIMUM AMOUNT.....	5
B. COST OF SERVICE RATE.....	5
C. LIQUIDATED DAMAGES	5
D. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS	6
E. FINANCIAL RESOURCES	6
F. RECORDS, INSPECTIONS, AND AUDITS	6
G. SUPPLANTATION.....	7
H. DISALLOWANCE	7
I. AVAILABILITY OF FUNDING	7
V. GENERAL PROVISIONS	8
A. EFFECTIVE PERIOD	8
B. CONFLICT OF INTEREST	8
C. NOTICES.....	8
D. CONFIDENTIALITY	8
E. EMPLOYMENT PRACTICES	8
F. CLIENT CIVIL RIGHTS COMPLIANCE	9
G. HOLD HARMLESS/INDEMNIFICATION.....	10
H. LICENSES AND PERMITS.....	11
I. INDEPENDENT CONTRACTOR	11
J. ASSIGNMENT	12
K. REPORTING	12
L. DEBARMENT AND SUSPENSION	12
M. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES ..	13
N. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).....	13
O. DISPUTES.....	13
P. SANCTIONS.....	13
Q. TERMINATION.....	14
R. GOVERNING LAW	14
S. MODIFICATION OF TERMS	14
T. ENTIRE AGREEMENT	14

List of Exhibits

Exhibit A- Contractor Course Schedule and Cost Sheet

Exhibit B- DPSS 2076A

Exhibit C- Instructions for DPSS 2076A

Exhibit D- Assurance of Compliance

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS/DEFINITIONS

- A. Asynchronous (ASN), which means "not at the same time," allows the student to complete the WBT on his own time and schedule, without live interaction with the instructor.
- B. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- C. "Contractor" is any employee, agent or representative of the contract company used in conjunction with the performance of the contract.
- D. "COUNTY" shall mean the County of Riverside and its Department of Public Social Services.
- E. "IT" refers to Information Technology.
- F. "LMS" is DPSS' internal hosted learning management system offering the management of learner records and learning plans. DPSS uses Training Partner by GeoMetrix Data Systems, Inc.
- G. "PC" refers to Personal Computer.
- H. "SD" refers to DPSS Staff Development Division training center located at 22690 Cactus Drive, Moreno Valley, CA 92553.
- I. "WBT" refers to Web-based Training.

II. DPSS RESPONSIBILITIES

- A. DPSS will:
 - 1. Assign DPSS staff to be the liaison between the Contractor and DPSS.
 - 2. Provide computer equipment for use by students and/or instructor (s) during all training classes as needed.
 - 3. Be responsible for ensuring all computer systems used during the training are operable and that the required software is loaded and operational.
 - 4. DPSS SD coordinator will provide each student with a class evaluation form via e-mail/LMS/or in person at the end of class. The evaluation is to be completed by the employee and returned to the SD training supervisor via e-mail/LMS or in person no later than five (5) days after the completion of the training.

5. 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, student evaluations, and Contractor self-monitoring.

III. CONTRACTOR RESPONSIBILITIES

A. The Contractor shall:

1. Provide a single-point-of-contact for DPSS to ensure consistent and excellent levels of customer service.
2. Provide e-learning for both the end-user and IT personnel to include beginning, intermediate, and advanced levels in the listed applications as detailed on page 5, Section IV.B., COST OF SERVICE RATE.
3. Provide train-the-trainer service for PC software training designed for DPSS end-users and IT personnel.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed \$10,220.

B. COST OF SERVICE RATE

The Contractor will be paid the inclusive blended rates listed in Exhibit A, Contractor Course Schedule and Cost Sheet, attached hereto and incorporated herein by this reference.

C. LIQUIDATED DAMAGES

It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the County and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay. Therefore, it is agreed the Contractor shall pay to the County of Riverside, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount equal to the cost per course per student or minimum class requirement, whichever is greater for the delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the County, the County shall deduct the amount thereof from any monies due or that may become due the vendor under the contract.

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

1. The Contractor will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation or actual receipts are not provided, DPSS may delay payment until the information is received by DPSS.
2. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
3. 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.
4. The Contractor shall submit DPSS Forms 2076A (Exhibit A) and 2076B (Exhibit B) if applicable following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Exhibits A and B are attached hereto and incorporated herein by this reference for request of all payments.
5. The Contractor must obtain signatures from all attendees for each day the class is in session. All sign-in sheets must be submitted along with Exhibit A and Exhibit B before payment can be made.
6. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June 2010 are due no later than June 10, 2010. Actual Contractor invoices for May and June 2010 are due no later than July 30, 2010.

E. 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.

F. RECORDS, INSPECTIONS, AND AUDITS

1. 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.
2. 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.

3. 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.
4. 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.
5. 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.

G. 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.

H. 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 contract with DPSS.

I. AVAILABILITY OF FUNDING

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

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective June 1, 2010 through June 30, 2010 with two (2) one year renewal options.

B. CONFLICT OF INTEREST

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

C. NOTICES

All notices, claims, correspondence, 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: SkillSoft Corporation
107 Northwestern Blvd.
Nashua, NH 03062

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

D. CONFIDENTIALITY

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

E. EMPLOYMENT PRACTICES

1. 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).

2. In the provision of benefits, the Contractor shall certify and comply with Public Contract 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.

For the purpose of this section Domestic Partner means one of two persons who has filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

F. CLIENT CIVIL RIGHTS COMPLIANCE

1. Vendor 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. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, 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 arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or

representatives Indemnitors from this Agreement. CONTRACTOR 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.

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

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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 the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law

H. 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.

I. 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.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own

expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

J. 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.

K. REPORTING

On a quarterly basis forward to contractreporting@riversidedpss.org and to sdd_lms@riversidedpss.org an electronic report in either an Access or Excel format to include the following:

1. Description of classes taken
2. How many students were enrolled in the classes
3. How many students attended the classes
4. Cost of the classes
5. Number of vouchers purchased
6. Expiration date of the vouchers
7. How many vouchers were used for the classes
8. Organizational Unit

L. DEBARMENT AND SUSPENSION

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

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgement 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;

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

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.

M. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, 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.

N. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

All social service privacy complaints should be referred to:

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

O. 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.

P. 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:

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

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

Withhold funds pending a cure of the breach; and/or

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.

Q. 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.

R. 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.

S. 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.

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

SkillSoft Corporation
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, marital 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.

June 28, 2010
Date
107 Northeastern Blvd
Nashua, NH 03062
Address of Vendor/Recipient


Director's Signature

Mark P. Murray
Senior Director
Revenue & Contract Accounting

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