

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



609

FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:  
July 30, 2013

SUBJECT: Agreement with University of California San Diego for Program Evaluation and Data Collection (CS-02684), without seeking competitive bids

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chair of the Board to sign the attached Agreement # CS-02684 with University of California San Diego (UCSD) for the period of July 1, 2013 – June 30, 2014, which contains an option to renew the agreement for two (2) additional one-year periods for an amount not to exceed \$ 50,000 annually, without seeking competitive bids.
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

*Susan Loew*

Susan Loew, Director

FINANCIAL  
DATA

Current F.Y. Total Cost: \$ 50,000  
Current F.Y. Net County Cost: \$ 0  
Annual Net County Cost: \$ 0

In Current Year Budget: Yes  
Budget Adjustment: No  
For Fiscal Year: 12-13

SOURCE OF FUNDS:

Federal Funding: 50% State Funding: 35%; County Funding: 0%;  
Realignment Funding: 0%; Other Funding: 15%

Positions To Be  
Deleted Per A-30

☐

Requires 4/5 Vote

☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Benoit

Nays: None

Absent: Ashley

Date: September 10, 2013

xc: DPSS, Purchasing

Kecia Harper-Ihem  
Clerk of the Board

By: *[Signature]*  
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3-67

FORM APPROVED COUNTY COUNSEL

Purchasing:

DATE

Mark Seller, Assistant Director  
Departmental Concurrence

BY: ELENA M. BOEVA

Policy

☒

Policy

☒

Consent

☐

Consent

☐

Dep't Recomm.:

Per Exec. Ofc.:

RE: Agreement with University of California San Diego for Program Evaluation and Data Collection (CS-02684), without seeking competitive bids

Date July 30, 2013

Page 2

**BACKGROUND (Continued):**

DPSS is requesting UCSD to provide program evaluation and data collection services for the Riverside County SafeCare program. SafeCare is an evidence-based, in-home parenting training curriculum for parents who are at risk of, or have been reported for child maltreatment. UCSD will provide technical assistance to guide DPSS with the SafeCare evaluation activities in Riverside County.

UCSD has experience with the SafeCare program and they work closely with the National SafeCare Training & Resource Center. DPSS was previously awarded a technical assistance grant from UCSD which led to the implementation of the SafeCare program. UCSD has participated in national cross-site studies of home visitation programs assessing fidelity, demographic variables, working alliance, and brief parent/child variables. Through the federal grant designed to expand evidence-based practices for preventing and intervening with child neglect, UCSD has provided DPSS children services with training support, program evaluation services, and technical assistance to implement the SafeCare home visitation model.

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

**PRICE REASONABLENESS:**

UCSD's current rate for consultation/evaluation is \$150 an hour which is far below the average cost for this type of service. The median rate for specialized statistical consulting is \$150; however, PH.D's charge an average of \$44 more per hour than those with a Master's degree. Additionally, the service and deliverables to be performed by Dr. Aarons' are equivalent to that of a Principal Investigator or Senior Expert Health Services Research Professional. Given Dr. Aarons' experience, credentials, and professional expertise, Dr. Aarons is regarded as an expert research professional in the child welfare industry. A standard hourly rate for a Senior Expert Health Services Research Professional is more than \$300.

Additionally, in 2011 a RFP was released for similar program evaluation and data collection services for DPSS programs. RFP respondents bid between the range of \$147,000 - \$150,000 to provide program evaluation and data collection services.

UCSD is willing to provide evaluation and data collection services for a cost not to exceed \$50,000 annually, which is a reasonable amount when compared to bids resulting from similar RFPs.

**FINANCIAL:**

Federal (50%); State (35%); First 5 Funds (15%). The total annual cost to the County for these services is \$0. Funds are budgeted for this agreement and no additional general fund support is necessary.

**ATTACHMENT(S):**

UCSD AGREEMENT # CS-02684

Sole Source Justification

**CONCUR/EXECUTE** – County Counsel and County Purchasing.

Date: June 26, 2013

From: Susan Loew, Director of the Department of Public Social Services

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Request for a Sole Source Procurement for University of California San Diego (UCSD)

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. Supply/Service being requested:**

DPSS is requesting Evaluation and Technical Assistance services.

**2. Supplier being requested:**

University of San Diego (UCSD) is being requested by DPSS.

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

UCSD is the only organization currently conducting research on SafeCare by the National SafeCare Research and Training Center (NSTRC).

**4. Extent of market search conducted:**

DPSS researched three other consulting firms via the internet and determined that other firms did not have the same expertise in evaluating evidenced-based programs. In addition, the cost for evaluation services was substantially higher than what UCSD is requesting.

The California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14 allows for contract services with University of California schools without competition.

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

DPSS was awarded a technical assistance grant from UCSD which led to the implementation of the SafeCare program. UCSD has participated in national cross-site studies of home visitation programs assessing fidelity, demographic variables, working alliance, and brief parent/child variables.

UCSD has a wealth of experience with the SafeCare program and they work closely with the National SafeCare Training & Resource Center. They have an existing database that can be modified to meet the needs of CSD henceforth providing a cost savings by not having to develop and create a new one.

Unlike other consulting firms, UCSD offers exemplary evaluators to provide services. Dr. Aarons is currently a Professor in Residence with the UCSD Department of Psychiatry and is also serving as the director for the Child and Adolescent Services Research Center--Rady Children's Hospital San Diego. Dr. Aarons is a licensed clinical psychologist and received his Ph.D. from the University of South Florida. He has received multiple government grants<sup>1</sup> to implement and evaluate evidence-

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<sup>1</sup> R01MH092950 National Institute of Mental Health. Interagency Collaborative Teams to Scale-Up Evidence-Based Practice. (Gregory A. Aarons and Michael Hurlburt, Multiple Principal Investigators). Funded 07/01/2011-03/31/16; R01CE001556 Centers for Disease Control. Dynamic Adaptation to Implement an Evidence- Based Child Maltreatment Intervention. (Gregory Form # 116-333 rev 8/10/11

based home visitation programs. He is currently the Principal Investigator for evaluating the implementation of SafeCare throughout California ("*Dynamic Adaptation to Implement an Evidence-Based Child Maltreatment Intervention*") including in Riverside County, as part of the Advance Dynamic Adaptation Process Training Science (ADAPTS) team.

With this federal grant designed to expand evidence-based practices for preventing and intervening with child neglect, Dr. Aarons and other ADAPT's staff (from the Chadwick Center-Rady Children's Hospital) have provided Children's Services with training support, program evaluation services, and technical assistance to implement the SafeCare home visitation model.

- UCSD will provide training and technical assistance to DPSS staff.
- UCSD will provide monthly detailed records for all SafeCare participants.
- UCSD has a great rapport with DPSS staff and has had a contract with us in the past.
- UCSD staff and evaluators are professional and efficient.

**6. Reasons why the Department of Public Social Services requires these unique features and what benefit will accrue to the county:**

At the request of executive management, the Children's Services Division (CSD) has implemented an evidence-based in-home parenting program called SafeCare. CSD's first phase of SafeCare has been administered through the Department of Public Health (DOPH) by Public Health Nurses. Some of the outcomes anticipated through the implementation of SafeCare in Riverside County include:

- Decreases in child neglect
- Decreases in rates of re-entry into the Child Welfare System
- Reduced child hazards and improved safety in the child's home
- Improved parent-child relationships, and
- Improvements in parent's ability to take care of their child's healthcare needs.

With the success of the first cohort, in July 2012, CSD launched Early SafeCare which provides families with the needed services that Primary SafeCare offers without requiring an open case (adjudicated) status. Intended to keep families from entering or re-entering the Child Welfare System, Early SafeCare was created to service families who have been referred to the Child Abuse Hotline, but did not result in an open CSD case. The outcome that Early SafeCare affords is to reduce hotline referrals, reduce entry/re-entry into the foster care system, and prevent future child neglect or maltreatment. Partnered with community-based organizations, the John F. Kennedy Foundation and Family Services Association, CSD will provide certified in-home visitors to deliver this training to selected families with non-open cases (non-adjudicated) or closed referrals and moderate to high risk cases.

There have been over 60 published articles about the development and validation of SafeCare or extensions of the program. The three primary modules of SafeCare have each been validated with single-case studies: parent-child interaction and use of planned activities; home safety to reduce home hazards; and health-care skills. One comparison group study also found that SafeCare families were significantly less likely to have a recurrence of child maltreatment (15% over three years) compared to services-as-usual families (44% over three years).

**7. Price Reasonableness:**

The contract amount available is approximately \$50,000, of which \$7,500 (15% of the total contract amount) has been allotted to cover indirect costs. This cost has been substantially reduced and is typically 35% with a standard UC Regent contract.

UCSD's current rate for consultation/evaluation is \$150 an hour which is far below the average cost for this type of service. The median rate for specialized statistical consulting is \$150, however PH.D's charge on average \$44 more per hour than those with a Master's degree across all types of tasks<sup>2</sup>. Moreover, the NCCD cost for the CRC contract is comparable, rated at \$135 per hour for the Senior Program Specialist service<sup>3</sup>. Additionally, the service and deliverables to be performed by Dr. Aarons are equivalent to that of a Principal Investigator or Senior Expert Health Services Research Professional. Given Dr. Aarons experience, credentials, and professional expertise, Dr. Aarons is regarded as an expert research professional in the child welfare industry. A standard hourly rate for a Senior Expert Health Services Research Professional is more than \$300<sup>4</sup>.

Additionally, in 2011 a RFP was released for similar program evaluation and data collection services for DPSS programs. RFP respondents bid between the range of \$147,000 - \$150,000 to provide program evaluation and data collection services.

UCSD is willing to provide evaluation and data collection services for a cost not to exceed \$50,000 annually, which is a reasonable amount when compared to bids resulting from similar RFPs.

**8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements?**

No, the County is not obligated to continuously renew this contract with UCSD.

**9. Period of Performance:**

The period of performance is from July 1, 2013 – June 30, 2014. Renewable for two (2) additional one-year periods.

Susan Loew 7/11/13  
Department Head Signature Date

Purchasing Department Comments:

☒ Approve ☐ Approve with Condition/s ☐ Disapprove  
Not to exceed: \$ 50,000 One time ☒ Annual Amount through 6-30-2016  
M. D. J. 7-30-13 14-083  
Purchasing Agent Date Approval Number  
(Reference on Purchasing Documents)

<sup>2</sup> [http://www.amstat.org/sections/cnsl/newsletter/pdf\\_archive/vol23no1.pdf](http://www.amstat.org/sections/cnsl/newsletter/pdf_archive/vol23no1.pdf), pages 6-10.

<sup>3</sup> NCCD Rates Comparison excel file (AT-27773 v1.0)

<sup>4</sup> [https://www.gsaadvantage.gov/ref\\_text/GS10F0289P/0L17RC.2LEODS\\_GS10F0289P\\_GS-10F-0289P-3-1-2013-676678.PDF](https://www.gsaadvantage.gov/ref_text/GS10F0289P/0L17RC.2LEODS_GS10F0289P_GS-10F-0289P-3-1-2013-676678.PDF), pages 8-14.

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

**SERVICES CONTRACT:** CS-02684

**CONTRACTOR:** University of California San Diego

**CONTRACT TERM:** July 1, 2013 through June 30, 2014

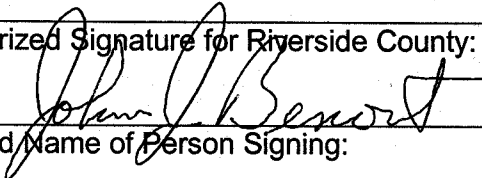
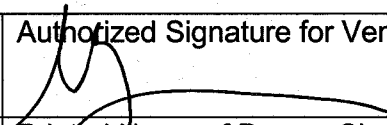
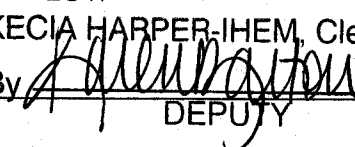
**MAXIMUM REIMBURSABLE AMOUNT:** \$50,000

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide program evaluation and data collection for SafeCare.

WHEREAS, The University of California, San Diego, with an office located at 3665 Kearny Villa Road, Ste. 200N, San Diego, CA 92123 (hereinafter referred to as "Contractor"), is qualified to provide program evaluation and data collection for SafeCare;

WHEREAS, DPSS desires the University of California, San Diego, 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 Contract.

Authorized Signature for Riverside County: 	Authorized Signature for Vendor 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Gene Hasegawa
Title: Chairman, Board of Supervisors	Title: Associate Dean of Administration
Address: 4080 Lemon Street Riverside, CA 92501	Address: UCSD School of Medicine 9500 Gilman Drive, MC 0602 La Jolla, CA 92093-0602
Date Signed: SEP 10 2013	Date Signed: 8/9/13
ATTEST: KECIA HARPER-IHEM, Clerk By  DEPUTY	

FORM APPROVED COUNTY COUNSEL

BY:  8/22/13  
ELENA M. BOEVA DATE

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## List of Exhibits

Exhibit A- DPSS 2076A &amp; Instructions

Exhibit B- Assurance of Compliance

Exhibit C – Deliverable Sign-off Document

## CONTRACT TERMS AND CONDITIONS

## I. DEFINITIONS

- A. "CSD" refers to the Children's Services Division of the Riverside County Department of Public Social Services.
- B. "DPSS" and/or "County" refer to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- C. "Fidelity" refers to the degree to which services are provided as intended of the evidence-base practice.
- D. "Principal Investigator" or "PI" is the term used to refer to the Contractor's primary researcher, Dr. Gregory Aarons, who will evaluate the implementation of the SafeCare model for children and families involved in the DPSS child welfare system.
- E. "SafeCare" refers to an evidence-based parent-training curriculum for parents with young children who are at-risk and/or have been reported for maltreatment. Through SafeCare, trained professionals work with at-risk families in their home environments to improve parents' skills in several domains
- F. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- G. "Subcontractor" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- H. "UCSD" and/or "Contractor" refer to the University of California San Diego.

## II. DPSS RESPONSIBILITIES

- A. Assign staff to be the liaison between DPSS and UCSD.
- B. DPSS may monitor the performance of the UCSD in meeting the terms, conditions and services in this Contract. 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.

## III. CONTRACTOR RESPONSIBILITIES

## A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between UCSD and DPSS.
- 2. Establish a UCSD technical assistance team comprised of one or more employees and/or students under the direct supervision of the PI or project supervisor. The role of the UCSD team is to provide technical assistance and advice to inform and guide DPSS staff in their conduct of SafeCare evaluation activities in Riverside County.



3. In consultation with DPSS, develop the Research Project methodology to evaluate SafeCare impact on selected individuals involved with child welfare services. Individuals are to be selected through consultation between DPSS and UCSD.
4. In collaboration with DPSS, select or design data collection procedures, data collection instruments, and analysis procedures, during the developmental phase of the project. The data shall include but is not limited to descriptive statistics about cases selected for review and case-specific administrative child welfare data.
5. Provide training and consultation on data quality and integrity assurance for any and all data being collected.
6. With the consultation of DPSS, select and prioritize outcome indicators based on existing peer-reviewed theoretical literature and empirical findings that are pertinent in evaluating the effectiveness of the SafeCare program, including, but not limited to program fidelity data.
7. Provide consultation for DPSS in selecting appropriate standardized instruments in measuring targeted outcomes for the SafeCare modules.
8. Provide technical assistance to support DPSS to administer, and/or collect SafeCare fidelity ratings for the SafeCare program. Secure servers are housed at UCSD.
9. Provide guidance on the utilization and integration of data which may include client case reviews, Child Welfare Services/Case Management Services records, and administrative data.
10. All members of the Research Team shall be fully familiar, trained and compliant with all mandates, guidelines, and protocols governing Confidential Information [as defined below in Section IV(B)(4)], research protocols, and protection of human rights.

#### IV. FISCAL AND ADMINISTRATIVE

##### A. FISCAL

##### 1. MAXIMUM AMOUNT

Total payment under this Agreement shall not exceed \$50,000.

##### 2. DELIVERABLES

The following deliverables will be reviewed and accepted by the assigned County Project Manager. The deliverables are listed in the following table.

- a. The following deliverables will be met:

Milestone – Complete All Steps to Complete the Plans as Specified Below	
Deliverables	Acceptance Criteria
Milestone#1 - Evaluation Plan – 30% Milestone#2 - Data Collection Plan – 25% Milestone#3 - Data Analysis Plan – 15% Milestone#4 - Training on Data Collection and Analyses for DPSS Staff – 20% Milestone#5 - Monthly Planning Meeting with DPSS Staff (In-Person or Teleconference) – 10%	Deliverables will be accepted when the County has approved and executed the Deliverable Sign Off Document (Exhibit C).

b. ACCEPTANCE OF DELIVERABLES

- i. All Deliverables will be delivered either electronically or in paper form to the County in English, unless otherwise specified in the Statement of Work, as appropriate.
- ii. The County will be deemed to have accepted the Deliverables upon the County submitting to the Contractor the Deliverable Sign Off Document, **(Exhibit C)**, attached hereto and incorporated herein by this reference.

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

a. Payment Schedule:

Milestone Description	Payment
Milestone #1 – Evaluation Plan	\$15,000.00
Milestone #2 – Data Collection Plan	\$12,500.00
Milestone #3 – Data Analysis Plan	\$7,500.00
Milestone #4 – Training	\$10,000.00
Milestone #5 – Monthly Planning Meetings	\$5,000.00
<b>TOTAL REIMBURSABLE AMOUNT</b>	<b>\$50,000.00</b>

The Contractor will be paid the actual amount of each invoice for payment as outlined in the Milestone Payment Schedule **(above)** that is accompanied by a Deliverable Sign Off Document signed by the County. 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. The Contractor shall submit DPSS Forms 2076A **(Exhibit A)**, following the instructions set forth, **Exhibit A** is attached hereto and incorporated herein by this reference for request of all payments.

#### 4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. 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.

#### 5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. 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 Contract, 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 Contract 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 Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

## 6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. 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 Contract, 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.

## 7. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract 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.

## B. 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 in the Research Project under this Agreement.

### 2. RECORDS

Record Establishment and Maintenance – DPSS and Contractor shall establish and maintain records in accordance with the mutually established standards developed as part of the Research Project protocols, including COUNTY-specific records management and retention requirements, with respect to all matters covered by this Agreement.

### 3. USE OF HUMAN SUBJECTS

Use of human subjects, for the purpose of conducting the Research Project, will be in accordance with 45 CFR 46, subpart A, "Protection of Human Subjects."

### 4. CONFIDENTIALITY

- a. The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.
- b. "Confidential Information" shall mean all information provided by DPSS to Contractor that it considers to be confidential, including but not limited to all juvenile case records, which are clearly marked as "Confidential," or if disclosed orally, shall be reduced to a marked writing within thirty (30) days of oral disclosure; however, all names and addresses contained in the juvenile case records shall be considered Confidential

Information regardless of whether or not it is marked as "confidential." Contractor shall comply with all other statutory laws and regulations relating to privacy and confidentiality. Notwithstanding the foregoing, Confidential Information shall not include any information which is: a) published or otherwise available to the public other than by breach of this Agreement by Contractor; b) rightfully received by Contractor from a third party without confidential limitations; c) independently developed by Contractor; d) known to Contractor prior to its first receipt from DPSS; e) hereinafter disclosed by DPSS to a third party without restriction on disclosure; f) approved for release by written authorization of COUNTY; or (g) required to be disclosed to the extent mandated by legal, accounting or regulatory requirements.

- c. Each party shall ensure that Confidential Information is kept confidential when it identifies an individual by name, address, or other information. Confidential Information shall require special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.
- d. The parties to this Agreement shall keep all Confidential Information that is disclosed under this Agreement in confidence, in accordance with Section 10850 of the Welfare and Institutions Code.

## 5. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the Confidential Information provided to the Contractor by the COUNTY, including but not limited to the following:

- a. Contractor-owned mobile/wireless/handheld devices may not be connected to the COUNTY networks via personally owned mobile, wireless or handheld devices, except when authorized by COUNTY for telecommuting and then only if virus protection software currency agreements are in place and if a secure connection is used.
- b. Contractor-owned computers or computer peripherals may not be brought into the COUNTY for use without prior authorization from the COUNTY's Chief Information Officer and/or designee(s), including and not limited to mobile storage devices. Data must be stored on a secure server approved by the COUNTY and transferred by means of a VPN (Virtual Private Network) connection, or another type of secure connection of this type, if any data is approved to be transferred.
- c. COUNTY-owned computer equipment –Contractor or anyone having an employment relationship with the COUNTY may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer and/or designee(s).
- d. Contractor may not store COUNTY's private, confidential or sensitive data on any hard-disk drive unless Contractor first obtains the express written approval of COUNTY's Chief Information Officer or designee. COUNTY's Chief Information Officer or designee will approve such storage only if, in his or her sole discretion, he or she is satisfied that adequate information security measures are employed.

- e. Contractor is responsible to employ strict controls to ensure the integrity and security of the COUNTY's Confidential Information and to prevent unauthorized access to data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or process COUNTY data internally and externally.
- f. Confidential Information transmitted to one party by the other by means by electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or passcode must be utilized.
- g. Contractor is responsible to promptly notify COUNTY upon learning of any breaches or potential breaches of security related to COUNTY's Confidential Information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes COUNTY data internally or externally.
- h. In the event of a breach of security related to COUNTY Confidential Information provided to Contractor, COUNTY will manage the response to the incident; however, Contractor will be responsible to issue any notification ("Notification") to the affected individuals as required by law, or as deemed reasonably necessary by COUNTY. Contractor will be responsible for all costs incurred as a result of providing the required Notification.

## 6. ACKNOWLEDGEMENT

The Contractor shall acknowledge in all public relations activities, materials, and publications, that COUNTY is a source of assistance provided through this Agreement.

## 7. 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 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.
- 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.

## 8. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the COUNTY, 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 "COUNTY Indemnitees") from any liability loss, expense, attorneys' fees, or claims for injury or damages ("Claims") arising out of the performance of the Research Project under this Agreement, but only in proportion to and to

the extent such Claims are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents, or employees.

COUNTY shall indemnify, defend, and hold harmless Contractor, its officers, employees and agents, from any liability, loss, expense, attorneys' fees, or Claims arising out of the performance of the Research Project under this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives, its officers, agents, Affiliates or employees.

## 9. 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 coverages during the term of this Agreement.

- (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 COUNTY, 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, 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.

- (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, its Agencies, Districts, Special

Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

- 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 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 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 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 IV(B) (9)(b)(3). 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.

#### 10. 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 the State of California, and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor certifies 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.

#### 11. INDEPENDENT CONTRACTOR

The relationship between the parties in the performance of the Research Project is that of independent contractors and not of partners, joint ventures, employers, employees, or any other kind of relationship. 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.

#### 12. 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.

#### 13. PERSONNEL

Contractor shall conduct criminal background records checks on all of its employees providing services under this Agreement. Prior to these individuals providing services under this Agreement, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A certification of such clearance shall be retained in each individual's personnel file.

#### 14. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subcontractor who:
  - i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

- ii. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  - iv. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
  - c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
  - d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives."

#### 15. CHILD ABUSE REPORTING

By signing this Agreement you are considered a mandated reporter. If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to DPSS and in accordance with applicable laws 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.

#### 16. DEBARMENT AND SUSPENSION

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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

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

#### 17. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all applicable 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.

#### 18. HEALTH INSURANCE PORTABILITY 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 regulations promulgated thereunder, 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

#### 19. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

(a) **CONTRACTOR DATA.** Contractor shall, in accordance with established Contractor policies and practice and sufficient to establish inventorship and date of conception for patent purposes, keep notes and records of research results, data and information generated by Contractor in the performance of the Research Project under this Agreement (hereinafter "Contractor Data"). Contractor shall provide DPSS with progress reports as reasonably requested during the term of this Agreement, and a final report sixty (60) days after the Expiration Date, or early termination, of this Agreement, setting forth a summary and analysis of Contractor Data developed hereunder ("Contractor Reports"). DPSS shall hold such Contractor Reports in confidence, subject to the review terms in this Section IV (B) (19) (a). In the event information contained in Contractor Reports is deemed confidential by Contractor, such Contractor Reports shall be appropriately marked. Contractor shall own all right, title and interest in and to any and all Contractor Data. Subject to this Section IV(B)(19)(a) and Section IV(B)(4) above, Contractor shall have the unrestricted right to copyright, publish, disclose, disseminate and use, in whole or in part, all such Contractor Data.

DPSS acknowledges and agrees that Contractor's fundamental consideration in performing the Research Project under this Agreement shall be Contractor's right to first publish the

Contractor Data for academic and scientific purposes. Contractor shall submit any proposed manuscript for publication to DPSS thirty (30) days prior to the submission for publication, and any proposed abstract to DPSS seven (7) days prior to submission for publication. In the event DPSS identifies any Confidential Information contained in such proposed publication or abstract, DPSS shall notify Contractor and specifically identify the DPSS's Confidential Information within such review period. Contractor shall delete such Confidential

Information from the proposed publication or abstract. Contractor shall have the right to acknowledge DPSS's support of the Research Project performed under this Agreement in scientific publications and other scientific communications.

(b) COUNTY DATA. DPSS shall, in accordance with established DPSS policies and practice and sufficient to establish inventorship and date of conception for patent purposes, keep notes and records of research results, data and information generated by DPSS in the performance of the Research Project under this Agreement (hereinafter "COUNTY Data"). DPSS shall own all right, title and interest in and to any and all COUNTY Data. Subject to this Section IV(B)(19)(b) and Section IV(B)(4) above, DPSS shall have the unrestricted right to copyright, publish, disclose, disseminate and use, in whole or in part, all such COUNTY Data.

## V. GENERAL

### A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2013 ("Effective Date") to June 30, 2014 ("Expiration Date" with two (2) one-year renewal options. The Agreement will be renewed annually in one year increments and shall remain in effect unless terminated as provided for in paragraph V.G of this agreement.

### B. NOTICES

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

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

Contractor: University of California San Diego  
CASRC,  
3665 Kearny Villa Road, Ste. 200N  
San Diego, CA 92123

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. DISPUTES

Any dispute arises regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, will be submitted for arbitration to Judicial Arbitration

and Mediation Services ("JAMS"). The arbitration shall be conducted in accordance with JAMS rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Riverside County, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court, Riverside County, California. The parties agree that the arbitration shall be final and binding upon them as though rendered by a court of law.

#### D. SANCTIONS

Failure by the either party 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, either party may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. A party may also afford the other a time period within which to cure the breach, the period of which shall be established mutually by the parties.

#### E. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

#### F. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

#### G. TERMINATION

This Agreement may be extended upon written agreement of both parties. This Agreement can be cancelled without cause upon thirty (30) day written notice.

#### H. USE OF NAME

Neither party will use the name of the other party or its employees in any advertisement or press release without the prior written consent of the other party. COUNTY acknowledges that the California Education Code section 92000 provides that the name "University of California" is the property of the State of California and that COUNTY's use of the name "University of California" must also comply with such section. COUNTY acknowledges that Contractor maintains a list of all research projects, which list shall contain the name of COUNTY and the title of the Research Project, and that Contractor may make use of such list consistent with its obligations as an academic institution.

#### I. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous contracts 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: A**

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

From: \_\_\_\_\_  
Remit to Name  
CASRC, 3665 Kearny Villa Road, Ste. 200N  
Address  
San Diego, CA 92123  
City State Zip Code  
University of California San Diego  
Contractor Name  
CS-02684  
Contract Number

Total amount requested \_\_\_\_\_ for the period of \_\_\_\_\_ 20 \_\_\_\_\_

Select Payment Type(s) Below:

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

**Exhibit A****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**

University of California San Diego  
\_\_\_\_\_  
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



