

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

320



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
October 22, 2013

SUBJECT: Agreement with San Diego State University for Public Child Welfare Training Academy, without seeking competitive bids [Districts - All] [\$396,300]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chair of the Board to sign the attached Agreement # CS-02716 with San Diego State University for the period of October 1, 2013 – September 30, 2015 for an amount not to exceed \$ 396,300 for 2 years, 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

FORM APPROVED COUNTY COUNSEL
BY: *Elvira M. Boeva* 10-8-13 Purchasing: *Michelle* Department of Public Social Services, Assistant Director
DATE

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 171,300	\$ 225,000	\$ 396,300	\$ 0.00	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SOURCE OF FUNDS: Federal Funding: 51.37%; State Funding: 0.68% County Funding: 0%; Realignment Funding: 14.11%; Realignment Funding 2011: 33.84%;				Budget Adjustment:	
				For Fiscal Year:	

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 Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: November 5, 2013
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

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

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-35

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

FORM 11: Agreement with San Diego State University for Public Child Welfare Training Academy, without seeking competitive bids

DATE: October 22, 2013

PAGE: Page 2 of 3

BACKGROUND:

Summary

San Diego State University established the Public Child Welfare Training Academy (PCWTA) in July 1996 as one of five Title IV-E funded regional training academies in the State of California. PCWTA serves the five counties of the Southern Region (Imperial, Orange, Riverside, San Bernardino, and San Diego). In collaboration with the California Social Work Education Center (CalSWEC) and the California Department of Social Services (CDSS), PCWTA develops and delivers culturally appropriate, competency-based, in-service child welfare curricula to more than 3,000 regional public child welfare staff and child welfare-related community providers annually, with the aim of improving outcomes for children and families in the child welfare system through the reinforcement of best practice standards. PCWTA provides the state-mandated child welfare training to Riverside County child welfare social workers.

DPSS entered into agreement (CS-02716) with San Diego State University Public Child Welfare Training Academy (PCWTA) for delivery of New Core Practice Model Implementation training required under the Katie A. Settlement Agreement. The settlement agreement seeks to accomplish systemic change for mental health services provided to children and youth within the class, which necessitates the enhancement and expansion of collaborative leadership skills initially developed with managers under agreement AA-02616 (DPSS Management Training provided by PCWTA between March and June 2013). PCWTA will provide more than 307 days of training over a two-year period that includes coaching training and coaching reinforcement assistance to 20 managers leading 100 Supervisors who will also receive coaching training, as well as training in appreciative inquiry and solutions-focused supervision. In addition, 100 supervisors and child welfare social workers will receive essential training in family networking and engagement, trauma-informed practice, screening and assessment for identification of Katie A. class and subclass members, and utilization of the Case Plan Field Tool to improve engagement and delivery of services to Katie A. class and subclass members. The Maximum Reimbursable amount is \$171,300 for FY 13/14 and \$225,000 for FY 14/15, the grand total for the two (2) year plan is \$396,300.

DPSS negotiated the agreement with the San Diego State University Public Child Welfare Training Academy (PCWTA) under approval number 12-569 as a Sole Source Agreement without competition in accordance with California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, which states that the contract may be negotiated without formal advertising "for any service to be rendered by any federal, state or local government agency, public university, public college or other public educational institution."

Impact on Residents and Businesses

Training staff, supervisors and management on the New Core Practice Implementation required under the Katie A. Settlement will enhance customer Service to Residents of County of Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

FY 13/14 - \$171,300

FY 14/15 - \$225,000

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Agreement with San Diego State University for Public Child Welfare Training Academy, without seeking competitive bids

DATE: October 22, 2013

PAGE: Page 3 of 3

Contract History and Price Reasonableness

The cost of training staff, supervisors and management on the New Core Practice Model Implementation required under the Katie A. Settlement Agreement is the same for all 5 state training centers.

ATTACHMENTS (if needed, in this order):

- A. CS-02716 Agreement with San Diego State University
- B. Sole Source Justification

Date: May 30, 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 New Practice Implementation and Katie A Training

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

1. Supply/Service being requested: New Practice Implementation and Katie A. Training.

2. Supplier being requested:

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

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

There are no alternative suppliers that can provide New Practice Implementation and Katie A training and coaching services for Riverside County DPSS Social workers, Line staff, Supervisor and Managers.

4. Extent of market search conducted:

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

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

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

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

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

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

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

The 2011 settlement of the class action case Katie A. vs. Douglas (previously Katie A. vs. Bonta) mandates the provision of intensive in-home and community-based mental health services for California children who are in foster care or at imminent risk of removal from their families. This settlement will alter existing policies and practices in counties, by promoting mental health assessments for children involved in foster care, as well as provision of community-based services rather than services provided at large facilities or group homes. The agreement requires the California Department of Social Services (CDSS) and the California Department of Health Care Services (CDHCS) to provide coordinated, comprehensive, community-based services to children at risk of out-of-home-placement or in foster care and their families. CDSS and CDHCS will develop a Core Practice Model (CPM), a guiding framework for intensive care coordination, intensive home-based mental health services, therapeutic foster care, and the establishment of child and family teams. Counties will participate in the development and implementation of the CPM.

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

The cost of training staff, supervisors and management on the New Practice Model Implementation required under the Katie A. Settlement Agreement is the same for all 5 state training centers..

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

No

9. Period of Performance:

The term of this contract will be October 1, 2013 through September 30, 2015.

Department Head Signature	Date
----------------------------------	-------------

Purchasing Department Comments:

Approve	Approve with Condition/s	Disapprove
---------	--------------------------	------------

Not to exceed: \$ _____ One time Annual Amount through _____

Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)
-------------------------	-------------	---

FORM APPROVED COUNTY COUNSEL
BY: Elenam Boeva 10-7-13
ELENAM. BOEVA DATE

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

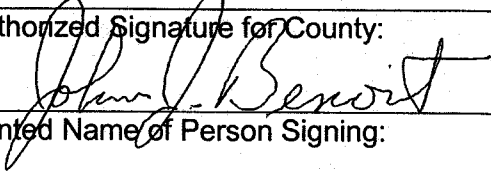
SERVICES CONTRACT: CS-02716
CONTRACTOR: San Diego State University
CONTRACT TERM: October 1, 2013 – September 30, 2015
MAXIMUM REIMBURSABLE AMOUNT: \$396,300

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide New Practice Implementation;

WHEREAS, San Diego State University is qualified to provide New Practice Implementation;

WHEREAS, DPSS desires San Diego State University Research Foundation, 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 County: 	Authorized Signature for San Diego State University Research Foundation
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Sandra M. Nordahl, CRA
Title: Chair, Board of Supervisors	Title: Director, Sr Contracting and Compliance
Address: 10281 Kidd St. Riverside, CA 92503	Address: 5500 Campanile Drive San Diego, CA 92182
Date Signed: NOV 05 2013	Date Signed:

ATTEST:

KECIA HARPER-IHEM, Clerk

By 
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  10-7-13
ELENA M. BOEVA DATE

TABLE OF CONTENTS

I. DEFINITIONS	3
II. OBJECTIVES	3
III. DPSS RESPONSIBILITIES	3
IV. CONTRACTOR RESPONSIBILITIES	3
A. SCOPE OF SERVICE	3
B. FISCAL	4
1. MAXIMUM REIMBURSABLE AMOUNT	4
2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT	4
3. FINANCIAL RESOURCES	4
4. RECORDS, INSPECTIONS AND AUDITS	4
5. SUPPLANTATION	5
6. DISALLOWANCE	5
C. ADMINISTRATIVE	5
1. CONFLICT OF INTEREST	5
2. CONFIDENTIALITY	6
3. EMPLOYMENT PRACTICES	6
4. HOLD HARMLESS/INDEMNIFICATION	7
5. INSURANCE	7
6. LICENSES AND PERMITS	9
7. INDEPENDENT CONTRACTOR	9
8. ASSIGNMENT	9
9. PERSONNEL	9
10. SUBCONTRACT FOR SERVICES	10
11. DEBARMENT AND SUSPENSION	10
12. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES	11
13. CONTRACT TRANSITION PERIOD	11
V. GENERAL	11
A. EFFECTIVE PERIOD	11
B. NOTICES	11
C. DISPUTES	12
D. SANCTIONS	12
E. GOVERNING LAW	12
F. MODIFICATION OF TERMS	13
G. TERMINATION	13
H. ENTIRE CONTRACT	13

List of Exhibits

Exhibit A- New Practice Implementation Riverside County FY 13/14

Exhibit B- New Practice Implementation Riverside County FY 14/15

Exhibit C- Payment Schedule

Exhibit D - DPSS 2076A, DPSS 2076B & Instructions

CONTRACT TERMS AND CONDITIONS**I. DEFINITIONS**

- A. "Contractor" refers to San Diego State University.
- B. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- C. "Katie A" refers to Settlement Agreement Implementation systemic change for mental health services to children and youth within the class by promoting, adopting, and endorsing three new service array approaches for existing Medicaid covered services.
- D. "PCWTA" refers to Public Child Welfare Training Academy, which is a program under the Academy for Professional Excellence, a project of San Diego State University Research Foundation.
- E. "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.
- F. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. OBJECTIVES

- A. The objective is to procure training and coaching for Riverside County Social Workers and Supervisors.
- B. The goal is to train and coach Riverside County Social Workers and Supervisors using the Case Plan Field Tool that was developed by National Council on Crime and Delinquency.

III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the San Diego State University Research Foundation.
- B. DPSS may monitor the performance of the San Diego State University Research Foundation 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.
- C. Provide the following:
 - 1. Training Facilities sufficient for the number of staff scheduled to attend training
 - 2. Copies of Training material for all staff attending, and
 - 3. Training Coverage and appropriate site support.

IV. CONTRACTOR RESPONSIBILITIES**A. SCOPE OF SERVICE**

- 1. Assign staff to be liaison between the San Diego State University Research Foundation and DPSS.

2. Provide training for FY 13/14 as identified in (Exhibit A) Exhibit A is attached hereto and incorporated herein by this reference.
3. Provide training for FY 14/15 as identified in (Exhibit B) Exhibit B is attached hereto and incorporated herein by this reference.

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$396,300. The Maximum Reimbursable Amount will be broken down in the following amounts per fiscal year.

FY 13/14 - \$171,300

FY 14/15 - \$225,000

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment. 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 the month in which the services were provided. All complete claims submitted in a timely manner shall be processed with forty-five (45) calendar days.
- c. The Contractor shall submit a Sign in sheet along with DPSS Form 2076A, (Exhibit D), following the instructions set forth. Exhibit D is attached hereto and incorporated herein by this reference for request of all payments.

3. 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.

4. 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.

5. 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.

6. 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.

C. ADMINISTRATIVE

1. CONFLICT OF INTEREST

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

2. 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.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Contract shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

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.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Contract. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Contract of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. 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 Contract, 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.

4. HOLD HARMLESS/INDEMNIFICATION

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

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

5. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County of Riverside 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 Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then 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 Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional 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 of Riverside Risk Manager. If the County of Riverside 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 of Riverside Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the County of Riverside, and at the election of the County of Riverside Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the County of Riverside, 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 of Riverside Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County of Riverside

insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the County of Riverside reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if; in the County of Riverside 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 Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the County of Riverside.
- (8) Contractor agrees to notify County of Riverside of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

6. 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 Contract.

7. 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 of Riverside shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

8. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, 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.

9. PERSONNEL

10. 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.

11. DEBARMENT AND SUSPENSION

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

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

12. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

13. CONTRACT TRANSITION PERIOD

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

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

V. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective October 1, 2013 to September 30, 2015.

B. NOTICES

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

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

VENDOR: San Diego State University Research Foundation

Director Sponsored Research Administration
5250 Campanile Drive
San Diego, CA 92182-1934

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 Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

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

C. DISPUTES

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

D. SANCTIONS

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

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

E. GOVERNING LAW

This Contract 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 Contract 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 Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

F. MODIFICATION OF TERMS

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

G. TERMINATION

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

H. ENTIRE CONTRACT

This Contract constitutes the entire Contract 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.

New Practice Implementation Contract for Riverside County FY13/14

Exhibit A

Training and Coaching	Time/length	# of participants	Description
Leadership Development			
Appreciative Inquiry/solutions focused Supervision	3 days	Up to 100 sups	Supervisory training on use of appreciative inquiry in supervision: designed to help build critical thinking skills in workers
Coaching for supervisors	50 days	Up to 100 sups	1 hour of coaching per supervisor per month for 3 months on appreciative inquiry following the training on appreciative inquiry
Facilitative Supervision (2 days)	2 days	Up to 20 sups per class	Training for supervisors on how to run a supervisor learning circle
Supervisor Learning Circles (2.5 hrs per x every 6 weeks)	100 Sups	Staff and PCWTA co-facilitator	Building sustainable practice with supervisors supporting each other in the deepening of practice around appreciative inquiry.
How Managers Can Coach Supervisors to Better Practice	1 day	Up to 20 managers	One Day training on how to coach supervisors
Coaching for Managers	13 days	Up to 20 managers	4 hours of coaching per manager across 6 months
Katie A Training for Sups and Workers Dealing with Subclass			
Katie A Overview	½ day	Up to 30 participants	Training on Katie A for Supervisors and Workers who will be working with the identified sub-class
Trauma Informed Training	1 day	Up to 30 participants	Training for the staff who will be working with the identified sub-class on Trauma Informed practice as linked to intensive service needs and care coordination.
Family Networking	½ day	Up to 30 participants	Training for the staff who will be working

and Engagement			with the identified sub-class on family networking and engagement.
Facilitation Training	2 days	Up to 30 participants	Training for the staff who will be working with the identified sub-class on facilitation of family service teams.
Screening and Assessment	½ day	Up to 30 participants	Training for the staff who will be working with the identified sub-class on use and integration of screening tool in case planning.
Case Plan Field Tool	½ day	Up to 30 participants	Training for the staff who will be working with the identified sub-class on how to use the case plan field tool.
Coaching for Katie A Pilot	3½ days	Up to 30 participants	Coaching after each module: 1 hour per individual and 1 hour per group of 6 people
Sustaining Case Plan Field Tool			
Coaching of Coaches for Case Plan Field Tool	6 half days	Up to 10 coaches	90 minute session every 2 months for 12 months for group of 10 coaches to sustain practice on case plan field tool

Exhibit A

New Practice Implementation Contract for Riverside County FY14/15

Exhibit B

Training and Coaching	Time/length	# of participants	Description
Leadership Development			
Appreciative Inquiry/solutions focused Supervision	1 day	Up to 30 sups	Supervisory training on use of appreciative inquiry in supervision: designed to help build critical thinking skills in workers
Coaching for supervisors	15 days	Up to 30 sups	1 hour of coaching per supervisor per month for 3 months on appreciative inquiry following the training on appreciative inquiry
Supervisor Learning Circles (2.5 hrs per x every 6 weeks)	100 Sups	Staff and PCWTA co-facilitator	Building sustainable practice with supervisors supporting each other in the deepening of practice around appreciative inquiry.
Katie A Training for Sups and Workers			
Trauma Informed Training	3 days	Up to 100 participants	One Day Training for the staff on Trauma Informed practice.
Family Networking and Engagement	1.5 days	Up to 100 participants	Half Day Training on family networking and engagement.
Facilitation Training	6 days	Up to 100 participants	Training for the staff on facilitation of service teams: permanency, reunification, intensive care, etc.
Screening and Assessment	1.5 days	Up to 100 participants	Training for the staff on use and integration of screening tool in case planning.
Case Plan Field Tool: deepening practice	1.5 days	Up to 100 participants	Training for the staff on how to use the case plan field tool.
Coaching for transfer of learning	115 days	Up to 100 participants	Coaching after each module: 1 hour per individual and 1 hour per group of 6 people

New Practice Implementation Contract for Riverside County FY13/14

Exhibit C

Description	Cost	Payment Requirement
Appreciative Inquiry/solutions focused Supervision	\$9300	Submit DPSS 2076 A along with Sign in Sheet.
Coaching for supervisors	\$55,000	Submit DPSS 2076 A along with Sign in Sheet.
Facilitative Supervision (2 days)	\$6200	Submit DPSS 2076 A along with Sign in Sheet.
Supervisor Learning Circles (2.5 hrs per x every 6 weeks)	\$22,000	Submit DPSS 2076 A along with Sign in Sheet.
How Managers Can Coach Supervisors to Better Practice	\$3100	Submit DPSS 2076 A along with Sign in Sheet.
Coaching for Managers	\$14,300	Submit DPSS 2076 A along with Sign in Sheet.
Katie A Overview	\$2,000	Submit DPSS 2076 A along with Sign in Sheet.
Trauma Informed Training	\$3,100	Submit DPSS 2076 A along with Sign in Sheet.
Family Networking and Engagement	\$2,000	Submit DPSS 2076 A along with Sign in Sheet.
Facilitation Training	\$6200	Submit DPSS 2076 A along with Sign in Sheet.
Screening and Assessment	\$2,000	Submit DPSS 2076 A along with Sign in Sheet.
Case Plan Field Tool	\$2,000	Submit DPSS 2076 A along with Sign in Sheet.
Coaching for Katie A Pilot	\$39,600	Submit DPSS 2076 A along with Sign in Sheet.
Coaching of Coaches for Case Plan Field Tool	\$4500	Submit DPSS 2076 A along with Sign in Sheet.
FY 13/14 Total	\$171,300	

New Practice Implementation Contract for Riverside County FY14/15

Description	Cost	Payment Requirement
Appreciative Inquiry/solutions focused Supervision	\$3100	Submit DPSS 2076 A along with Sign in Sheet.
Coaching for supervisors	\$16,500	Submit DPSS 2076 A along with Sign in Sheet.
Supervisor Learning Circles (2.5 hrs per x every 6 weeks)	\$33,000	Submit DPSS 2076 A along with Sign in Sheet.
Trauma Informed Training	\$9300	Submit DPSS 2076 A along with Sign in Sheet.
Family Networking and Engagement	\$6000	Submit DPSS 2076 A along with Sign in Sheet.
Facilitation Training	\$18,600	Submit DPSS 2076 A along with Sign in Sheet.
Screening and Assessment	\$6000	Submit DPSS 2076 A along with Sign in Sheet.
Case Plan Field Tool: deepening practice	\$6000	Submit DPSS 2076 A along with Sign in Sheet.
Coaching for transfer of learning	\$126,500	Submit DPSS 2076 A along with Sign in Sheet.
FY 14/15 Total	\$225,000	

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: D

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

From: San Diego State University Research Foundation
Remit to Name
5500 Campanile Drive
Address
San Diego CA 92182
City State Zip Code
San Diego State University
Contractor Name
CS-02716
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

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

Authorized Signature Title Date

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

Business Unit (5)	Purchase Order # (10)	Invoice #
Account (6)	Amount Authorized	
Fund (5)	If amount authorized is different from amount request, please explain:	
Dept ID (10)	_____	_____
Program (5)	Program (if applicable)	Date
Class (10)	Management Reporting Unit	Date
Project/Grant (15)	Contracts Administration Unit	Date
Vendor Code (10)	General Accounting Section	Date

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.