

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

180



**FROM:** Department of Public Social Services

**SUBMITTAL DATE:**  
December 15, 2015

**SUBJECT:** Ratify and Approval of Agreement # CW-03223 with Riverside County Office of Education to provide Vocational Training on behalf of DPSS for ten months with the option to renew the agreement for four (4) additional one-year periods, without obtaining competitive bids Districts All; [\$779,111 total] Federal Funding 83.08%, County Funding 16.92%

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

1. Ratify and Approval of attached Agreement # CW-03223 with Riverside County Office of Education for the period of December 1, 2015 – September 30, 2016 for an amount not to exceed \$ 141,000, containing the option to renew for four (4) additional one-year periods with a 5% increase per year.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed 5%, as approved by County Counsel.

*Anna Martinez*  
\_\_\_\_\_  
Anna Martinez for  
Susan von Zabern, Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 141,000	\$ 148,050	\$ 779,111	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 23,858	\$ 25,050	\$ 131,826	\$ 0	

**SOURCE OF FUNDS:** Federal Funding 83.08%, County Funding 16.92%  
Budget Adjustment: No  
For Fiscal Year: 15/16-19/20

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Jennifer L. Sargent*  
\_\_\_\_\_  
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: December 15, 2015  
xc: DPSS, Purchasing

KeCIA Harper-Ihem  
Clerk of the Board  
By: *KeCIA Harper-Ihem*  
\_\_\_\_\_  
Deputy

Prev. Agn. Ref.: | District: All | Agenda Number:

3-27

FORM APPROVED COUNTY COUNSEL  
 BY: ANITA C. WILLIS  
 DATE: 12-2-15  
 Departmental Concurrence  
 Purchasing & Fleet Services: *Teresa Summers*  
 Teresa Summers, Assistant Director

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11:**

Ratify and Approval of Agreement # CW-03223 with Riverside County Office of Education to provide Vocational Training on behalf of DPSS for ten months with the option to renew the agreement for four (4) additional one-year periods, without obtaining competitive bids Districts All; [\$779,111 total] Federal Funding 83.08%, County Funding 16.92%

**DATE:** December 15, 2015

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**BACKGROUND:**

**Summary**

The CalFresh Employment and Training (CFET) Program is California's employment and training program for Non-Assistance CalFresh recipients. Non-assistance recipients are individuals who get CalFresh benefits each month, but do not receive a monthly cash grant under the California Work Opportunity and Responsibility to Kids (CalWORKs) program.

The CFET Program was developed to comply with federal legislation, which requires States to establish employment and training programs for persons in receipt of Supplemental Nutrition Assistance Program (SNAP) benefits. Federal SNAP E&T requirements are defined in Section 6 (d) of the Food and Nutrition Act of 2008 and in part 7 of the Code of Federal Regulations (CFR), Section 273.7. State regulations governing the CALFRESH E&T program are contained in the CDSS Manual of Policies and Procedures (MPP), Division 63, Section 63-407.

Riverside County's CFET Program is approved to offer education and vocational training to CFET customers so that we can align ourselves with other CFET counties, State, and Federal initiatives. Utilizing RCOE as this resource will also expand our community partnership and help our customers gain the skills needed to succeed in the labor market. Federal CFET funds are available to offer our CFET customers the necessary skills and training needed in obtaining employment and becoming self-sufficient.

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

Riverside County Office of Education will be providing training in dental, medical, pharmacy and welding occupations to approximately 100 customers residing in the cities of Riverside and Moreno Valley. The Self-Sufficiency Division's CFET Program desires to expand its services in Education and Training across the county within the next federal fiscal year

**Impact on Residents and Businesses**

These programs provide much needed assistance to individuals or families who are currently in CalFresh Employment Training and valuable services to the business community.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Federal Funding 83.08%, County Funding 16.92%

**Contract History and Price Reasonableness**

Based on the cost comparison below, RCOE provides a very cost effective training program.

Program	Riverside County Office of Education	Kaplan College	Welding Skills Test and Training Center
Dental Assisting	\$8,875	\$16,647	
Medical Assistant	\$5,625	\$15,708	
Pharmacy Tech	\$5,195	\$15,482	
Welding Occupation & Certification	\$685	NA	\$796

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FORM 11:**

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**DATE:** December 15, 2015

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**ATTACHMENT A. CW-03223**

SvZ:ag

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

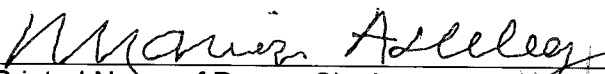

**AGREEMENT:** CW-03223  
**CONTRACTOR:** Riverside County Office of Education  
**EFFECTIVE:** December 1, 2015 - September 30, 2016  
**MAXIMUM ANNUAL REIMBURSABLE AMOUNT:** \$141,000.00

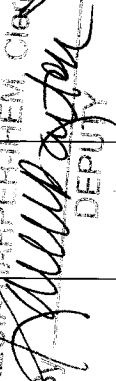
WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to enter into an agreement with Riverside County Office of Education to provide Vocational Training service(s).

WHEREAS, Riverside County Office of Education (hereinafter referred to as the "Contractor") is qualified to provide Vocational Training service(s);

WHEREAS, DPSS desires Riverside County Office of Education, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

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

Authorized Signature for County: 	Authorized Signature for Riverside County Office of Education: 
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Kenneth Young
Title: Chair, Board of Supervisors	Title: Superintendent
Address: 4080 Lemon Street Riverside, CA 92501	Address: 3939 Thirteenth St. Riverside, CA 92501
Date Signed: DEC 15 2015	Date Signed: Dec 4, 2015

ATTEST  
 KECIA HARRINGTON  
 CLERK  
 BY:   
 DEPUTY

FORM APPROVED COUNTY COUNSEL  
 BY:  ANITA C. WILLIS  
 DATE: 12-7-15

DEC 15 2015 3-27

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**List of Exhibits**

- Exhibit A - C-IV Plan 109, Referral to Activity
- Exhibit B - DPSS 2076A Contractor Payment Request, and Instructions
- Exhibit C - RCOE Fee Schedule (available electronically)
- Exhibit D - DPSS CFET Vocational Training Monthly Billing Form, and Instructions (available electronically)

## TERMS AND CONDITIONS

## I. DEFINITIONS

- A. "SNAP E&T" is the acronym for the Food Security Act of 1985 known as Supplemental Nutrition Assistance Program Employment and Training.
- B. "CFET" is the acronym for CalFresh Employment and Training, the State of California's SNAP E&T Program.
- C. "CFET" Education Plan" refers to documentation by the Riverside County Office of Education outlining the student's education history including classes, units already completed and recommended curriculum needed to achieve specific education and training goals along with an estimated time frame for completion.
- D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this MOU.
- E. "LEA" refers to local education agencies.
- F. "Online Program" refers to Internet based instruction delivered through a course management system.
- G. "RCOE" refers to Riverside County Office of Education
- H. "Satellite location" refers to a monitored classroom(s) not located on the Contractor's primary campus. The monitored classroom(s) may be an extension of the main campus or space controlled by another education provider.
- I. "Vocational training education" refers to specific training that would be required for competent practice in a specific vocational field. This competency is generally accomplished and proven through training that leads to certification (i.e. Certified Nursing Assistant (CNA), Heating, Ventilation and Air Conditioning Certified (HVAC), Certified Medical Assistant (CMA), and Certified Computer Repair (CCR), etc.
- J. "C-IV" is the Statewide Automated Welfare System (SAWS) Consortium-IV. The C-IV Consortium of California counties founded as a result of the statewide mandate for an automated welfare system. The C-IV System is a user-friendly, customer -based, on-line and fully integrated information system designed to manage the data for social service programs.

## II. DPSS RESPONSIBILITIES

- A. Assign CFET Program staff to be liaison(s) to answer questions relating to the program.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. DPSS will assume ultimate responsibility in determining: 1) which persons will be served, and 2) that the cultural and linguistic needs of ethnic participants are met in the delivery of service.
- D. DPSS Case Management shall notify the Contractor using the C-IV Plan 109 (refer to Exhibit A) attachment , transmitted via email or fax, for the following:

1. When participant referrals are made, and
2. When referred participants become ineligible for the program.

E. DPSS will notify the Contractor upon receipt of any medically excused absences so that it may be reflected in attendance reporting.

### III. CONTRACTOR RESPONSIBILITIES

#### A. SCOPE OF SERVICE

1. Assign staff to be liaison(s) between the Contractor and DPSS.
2. Provide Vocational Training service to eligible CFET participants as follows:
  - a) Evaluate the individual CFET participant's educational and/or vocational skills training needs and prepare a related CFET education plan reflecting these needs.
  - b) Contact the CFET Program Liaison(s) to provide input to the referral process.
  - c) Respond to each C-IV Plan 109 (referral form) within seven (7) business days of receiving the form indicating whether or not the participant is accepted (refer to Exhibit A, Plan 109 Sample). Return completed referral forms via e-mail to:

[CFET@riversidedpss.org](mailto:CFET@riversidedpss.org)

- d) Maintain attendance records on all CFET participants.
- e) Un-enroll any CFET participant for habitual irregular attendance.
- f) Provide weekly electronic attendance reports no later than three (3) business days following the week for which the attendance is being reported to:

[CFET@riversidedpss.org](mailto:CFET@riversidedpss.org)

Attendance and outcome reporting is required for program evaluation. Program evaluation is State and Federal mandated. Failure to report attendance and outcomes could impact this contract by either reduction in funding or termination.

- g) Monitor the progress of each participant.
  - h) Provide electronic monthly progress reports no later than five (5) business days following the month for which the progress is being reported to:
- [CFET@riversidedpss.org](mailto:CFET@riversidedpss.org)
- i) Maintain open communication with the CFET Liaison(s) to help facilitate participants' success.
  - j) Refer all CFET participants to the referring CFET liaison upon completion of his/her training services component. The Contractor will write completion comments on the Plan 109 Form and email, fax, or mail the form to the CFET liaison.

- k) Provide instructor led classroom instruction or Internet based online instruction, if available, CFET participants in compliance with a-j above. Class/courses range from eight (8) weeks to ten (10) months.

3. Provide vocational training to eligible CFET participants that lead to certification or a certification of completion in an occupational field that is in high demand in the local job market and approved by their CFET Employment Services Counselor.
4. Provide a system of its own design for participants to express and have considered their views, grievances, and complaints regarding delivery of service.
5. Provide DPSS with a copy of its academic calendar three months prior to the first day of class.

## B. FISCAL

### 1. MAXIMUM REIMBURSABLE AMOUNT

For CFET, total payment under this Agreement shall not exceed \$141,000.00 annually.

### 2. UNIT OF SERVICE COST RATE

DPSS will pay the Contractor for units of service completed as specified in Exhibit B. Costs for items such as course registration, courses, and books will be reimbursed under this Agreement in accordance with the Contractor's fee schedule (Exhibit C).

### 3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. Riverside County Office of Education will be paid the actual amount of each monthly invoice for payment in accordance with the Contractor's fee schedule (Exhibit C). If the required supporting documentation is not provided, DPSS may delay the approval process of the payment until the information is received by DPSS.
- b. Billings shall be submitted to DPSS using the Exhibit B, DPSS Form 2076A, and Exhibit D, DPSS CFET Vocational Training Monthly Billing Form. Exhibits B, D and their respective instructions are attached hereto and incorporated herein by this reference.
  - Exhibit D: DPSS CFET Vocational Training Monthly Billing Form shall be submitted on a monthly basis. Billing forms shall be submitted per course based on the billing month.
- c. Riverside County Office of Education shall bill DPSS Fiscal on a monthly basis. Billings submitted for reimbursement for student(s) shall be based on hours of attendance and additional expenses as incurred (Exhibit C).
  - If a student drops or is approved for a leave of absence when  $\geq 61\%$  of the program has been completed based on hours of attendance, Riverside County Office of Education shall bill DPSS the remaining balance of the corresponding course fees (Exhibit C).
  - If a student will be CFET ineligible by CalFresh discontinuance in the following month, Riverside County Office of Education shall bill DPSS the remaining balance of the corresponding course fees (Exhibit C)
- d. All completed claims must be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. All claims submitted in a timely manner shall be processed within forty-five (45) working days of receipt by DPSS.



- e. Each claiming period shall consist of a calendar month claiming period. Invoice estimates for May and June are due no later than the first Friday of June. Actual invoices for May and June are due no later than the thirtieth (30<sup>th</sup>) of July.

#### 4. FINANCIAL RESOURCES

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

#### 5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

#### 6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or County funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with

respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or County funds under any County programs without prior approval of DPSS.

#### 7. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

### C. ADMINISTRATIVE

#### 1. CONFLICT OF INTEREST

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

#### 2. CONFIDENTIALITY

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 Agreement 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 Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

#### 3. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

#### 4. INSURANCE

a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(1) Worker's Compensation:

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

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as additional Insured.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on 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.

#### 5. LICENSES AND PERMITS

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

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

#### 6. INDEPENDENT CONTRACTOR

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

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

#### 7. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

#### 8. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subcontractor who:
- (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  - (2) has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) 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
  - (4) has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

#### 9. DEBARMENT AND SUSPENSION

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

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

- c. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- d. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

#### 10. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

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

#### 11. EMPLOYMENT PRACTICES

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

#### 12. EQUAL EMPLOYMENT OPPORTUNITY

By signing this Agreement or accepting funds under this Agreement, the Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled " Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

#### 13. FAIR LABOR STANDARDS AND SERVICE CONTRACT ACT

The hourly rate may be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:

- a. An increased or decreased wage determination applied to this Agreement by operation of law;
- b. An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
- c. Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.

#### 14. CLIENT CIVIL RIGHTS COMPLIANCE

##### a. Assurance of Compliance

The Contractor assures 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 give assurance 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 Contractor 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 Contractor 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 Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

**b. Client Complaints**

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service customers that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

**Civil Rights Complaints should be referred to:**

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-3030

**c. Services, Benefits and Facilities**

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex,



age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between customers and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

15. PROCEDURE TO RESOLVE CLIENT GRIEVANCE

Contractor shall establish a client grievance policy and procedure that describes the system by which customers of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing.

IV. GENERAL

A. EFFECTIVE PERIOD

This Agreement is effective December 1, 2015 to September 30, 2016, with 4 one-year renewal option(s).

B. NOTICES

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

DPSS: Department of Public Social Services  
Contracts Administration Unit  
P.O. Box 7789

Riverside, CA 92513

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

CONTRACTOR: Riverside County Office of Education  
 Superintendent  
 3939 Thirteenth St.  
 Riverside, CA 92501

Contractor "Remit To" address:

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

C. AVAILABILITY OF FUNDING

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

D. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

E. SANCTIONS

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

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

F. GOVERNING LAW

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

**G. MODIFICATION OF TERMS**

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

**H. TERMINATION**

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

**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 agreements of any kind or nature relating to the same shall be deemed to be merged herein.

Phone: (951) 358-3400

CW-03223

**Worker Name:** Star Powe

**Worker ID:** 33ES29FSXX

**Exhibit A**

**Worker Phone Number:** (866) 505-9806

**Date:** 09/09/2015

**Case Name:** Minnie Mouse

**Case Number:** 1234567

**Referral To Activity**

Mickey Mouse  
 1098 Walt Disney Lane  
 RIVERSIDE, CA 92505-1143

**Customer Information**

Name: Mickey Mouse

Social Security Number: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Primary Language: \_\_\_\_\_

Goals: \_\_\_\_\_

Test Scores: Math \_\_\_\_\_ Reading \_\_\_\_\_

Enroll participant in the following activity.

Remove participant from the following activity.

Activity Name: Voc/Ed Training

Activity Number: Nursing Services & Support

Days Per Week: 2

Hours: From 05:30 PM To 08:30 PM

Start Date: 01/04/2016

Expected End Date: 06/25/2016

Comments: \_\_\_\_\_

**Provider Information**

Name: School of Career Education

Phone: (951) 826-4723

Address: 2100 E ALESSANDRO BLVD

Fax: \_\_\_\_\_

RIVERSIDE, CA 92508-2321

Contact Person: Admissions

Contract Number: **CW-03223**

TO BE COMPLETED BY PROVIDER			
Participant:		Accepted:	<input type="checkbox"/> Yes <input type="checkbox"/> No
If not accepted, please explain:			
Training Site:	Contact Person:		
	Phone:	( )	
	Fax:	( )	
	E-mail:		
Authorized Provider Signature:			Date:

FOR COUNTY USE ONLY			
Employment Services Worker:		Worker ID:	
Authorized Signature:		Date:	
If Required: Supervisor Signature:		Date:	





DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Exhibit B, page 2 of 2

**Mailing Instructions:** When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, C-IV Plan 109, 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 SOLID THICK LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

RCOE Fee Schedule

Exhibit C

Contractual Agreement between RCOE, School of Career Education and DPSS, CFET Program						
Course Name	Course Cost	Itemized Costs	Cost Per Hour of Attendance	Student No Shows, or Drops during 1st week	Prorated Cost (2nd week thru 560% of course completion)	Cost (261% of course completed)
Dental Assisting RDA Eligible (32 weeks, 1001 hours)	<b>Course Cost</b>					
	\$8,875					
	Registration	\$ 100.00		\$ 100.00	\$ 100.00	\$ 100.00
	Book fees	\$ 435.00		\$ 435.00	\$ 435.00	\$ 435.00
	Class fees (1001 hrs)	\$ 6,437.00	\$ 6.43	\$ -	# of hrs attended (Up to 601) * \$6.43 per hour = amount owed	\$ 6,437.00
	Uniform	\$ 104.00		\$ -	billed upon purchase	billed upon purchase
	Est. CPR Fees	\$ 24.00		\$ -	billed upon purchase	billed upon purchase
Business Accounting Using QuickBooks (10 weeks, 90 hours)	<b>Course Cost</b>					
	\$595					
	Registration	\$ 100.00		\$ 100.00		
	Class & book fees	\$ 495.00		\$ -	Full Fee	Full Fee
Medical Clinical Administrative Professional (28 weeks, 720 hours)	<b>Course Cost</b>					
	\$5,625					
	Registration	\$ 100.00		\$ 100.00	\$ 100.00	\$ 100.00
	Book fees	\$ 240.00		\$ 240.00	\$ 240.00	\$ 240.00
	Class fees (720 hrs)	\$ 5,014.00	\$ 6.96	\$ -	# of hrs attended (Up to 432) * \$6.96 per hour = amount owed	\$ 5,014.00
	Uniform	\$ 104.00		\$ -	billed upon purchase	billed upon purchase
	Est. CPR Fees	\$ 22.00		\$ -	billed upon purchase	billed upon purchase
Pharmacy Technician (36 weeks, 540 hours)	<b>Course Cost</b>					
	\$5,195					
	Registration	\$ 100.00		\$ 100.00	\$ 100.00	\$ 100.00
	Drug Test	\$ 30.00		\$ -	\$ 30.00	\$ 30.00
	Book fees	\$ 342.00		\$ 342.00	\$ 342.00	\$ 342.00
	Class fees (540 hrs)	\$ 4,205.00	\$ 7.79	\$ -	# of hrs attended (Up to 324) * \$7.79 per hour = amount owed	\$ 4,205.00
	Uniform	\$ 104.00		\$ -	billed upon purchase	billed upon purchase
Welding Occupations & Certifications (9 weeks, 54 hours)	<b>Course Cost</b>					
	\$685					
	Registration	\$ 100.00		\$ 100.00		
	Class Fee	\$ 365.00		\$ -	Full Fee	Full Fee
Microsoft Word Level I, or Excel Level I (9 weeks, 54 hours)	<b>Course Cost</b>					
	\$595					
	Registration	\$ 100.00		\$ 100.00		
	Class Fee	\$ -		\$ -	Full Fee	Full Fee
Microsoft Word Level II, or Excel Level II (9 weeks, 54 hours)	<b>Course Cost</b>					
	\$595					
	Registration	\$ 100.00		\$ 100.00		
	Class Fee	\$ 353.00		\$ -	Full Fee	Full Fee
Medical Office Professional (28 weeks, 720 hours)	<b>Course Cost</b>					
	\$4,495					
	Registration	\$ 100.00		\$ 100.00	\$ 100.00	\$ 100.00
	Book fees	\$ 384.00		\$ 384.00	\$ 384.00	\$ 384.00
	Class fees (720 hrs)	\$ 3,740.00	\$ 5.19	\$ -	# of hrs attended (Up to 432) * \$5.19 per hour = amount owed	\$ 3,740.00
	Uniform	\$ 104.00		\$ -	billed upon purchase	billed upon purchase
	Est. CPR Fees	\$ 22.00		\$ -	billed upon purchase	billed upon purchase
Nurse Assistant (CNA Eligible) (18 weeks, 270 hours)	<b>Course Cost</b>					
	\$3,100					
	Registration	\$ 100.00		\$ 100.00	\$ 100.00	\$ 100.00
	Book fees	\$ 254.00		\$ 254.00	\$ 254.00	\$ 254.00
	Class fees (270 hrs)	\$ 2,520.00	\$ 9.33	\$ -	# of hrs attended (Up to 162) * \$9.33 per hour = amount owed	\$ 2,520.00
	Uniform	\$ 104.00		\$ -	billed upon purchase	billed upon purchase
	Est. CPR Fees	\$ 22.00		\$ -	billed upon purchase	billed upon purchase





**DPSS CFET Vocational Training Monthly Billing Form Instructions****"Course Name"**

The course name (in full).

**"Billing Month"**

The billing month and year.

**"Student Number"**

Unique count of student(s).

**"Student Name"**

The student's legal name.

**"Date Started"**

The student's start date.

**"109 Form"**

Yes/No

**"Dropped in Week 1"**

Yes/No

**"Hours of Attendance"**

The number of hours the student has attended in the billing month.

Note: Only applicable if student has NOT dropped in Week 1.

**"Additional Expenses"**

The type(s) of additional expense(s) incurred in the billing month (i.e. Uniform, Est. CPR Fees, Lab/Consumables, Certification Exam Fee)

Note: If applicable, list one expense per line.

**"Current Month Expenditure"**

Formula = (Hours of Attendance for the billing month \* Cost per Hour of Attendance)

**OR**

If student drops in the first week, Formula = (Registration + Book fees)

Note: Cost per Hour of Attendance will vary from course to course. List expenditures in accordance to their expense name. Sum on next line down if student has more than one Current Month Expenditure.

**"YTD Hours of Attendance"**

The number of hours the student has attended Year-To-Date.

**"YTD Expenditures"**

Total Expenditures Year-To-Date.

Date: December 1, 2015  
From: Anna Martinez for Susan von Zabern, Director of the Department of Public Social Services  
To: Board of Supervisors  
Via: Alexander Gonzalez, 951-358-6078, Catalina Guitron, 951-358-7752  
Subject: Sole Source Procurement: Request for CFET Vocational 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 sole source.

1. **Supplier being requested:** Riverside County Office of Education
2. **Vendor ID:** 31137
3. **Supply/Service being requested:** CFET Vocational Training
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:**  
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 Riverside County Office of Education.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide** The Riverside County Office of Education (RCOE) provides specific educational support and career preparedness of county students enrolled in public school education. RCOE operates classroom based direct instruction for students in a variety of unique educational programs at over 100 different locations across Riverside County.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Riverside County's CFET program prefers to be in alignment with other CFET counties, State and Federal initiatives. Granting the vocational training program will have a positive impact by increasing non-assistance CalFresh customers' employability and resources to help them become self-sufficient.
7. **Period of Performance:** From: December 1, 2015 to September 30, 2020

Is this an annually renewable contract?  No  Yes

Is this a fixed-term agreement:  No  Yes

*(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, than the agreement must be submitted to the Board for approval.)*

8. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

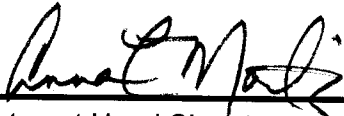
Description:	FY15/16	FY16/17	FY17/18	FY18/19	FY19/20	Total
CFET Vocational Training Costs:	\$141,000	\$148,050	\$155,452	\$163,224	\$171,385	\$779,111
Total Costs	\$141,000	\$148,050	\$155,452	\$163,224	\$171,385	\$779,111

9. Price Reasonableness:

The cost of sending DPSS's CFET clients for Vocational Training to one (1) public education institution is more cost effective than sending DPSS's CFET clients to multiple organizations for Vocational Training.

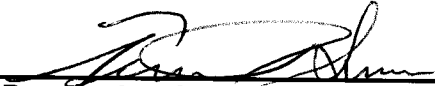
Program	Riverside County Office of Education	Kaplan College	Welding Skills Test and Training Center
Dental Assisting	\$8,875	\$16,647	
Medical Assistant	\$5,625	\$15,708	
Pharmacy Tech	\$5,195	\$15,482	
Welding Occupation & Certification	\$685	NA	\$796

10. Projected Board of Supervisor Date (if applicable): 12/15/15  
 (Form 11s must accompany the sole source request for Purchasing Agent approval.)

 Anna Martinez for Susan von Zabern 12/4/15  
 Department Head Signature (or designee) Print Name Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove  
 Not to exceed: \$ 779,111 One time Annual Amount through 9/30/20  
 (Date)

 12/4/15 16-407  
 Purchasing Agent Date Approval Number  
 (Reference on Purchasing Documents)

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Holmes from Board

**Address:** Northern Mead Valley  
(only if follow-up mail response requested)

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Agenda #** 327

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**  
\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.