

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



712

FROM: Department of Public Social Services (DPSS)

SUBMITTAL DATE:
March 24, 2016

SUBJECT: Ratify and approve Amendment # 6 (Agreement #CS-02731) and Amendment # 7 (Agreement #CS-02732-07) with Riverside County Superintendent of Schools for providing Educational Liaison, Counseling, and Clerical Services [Districts- All]; [\$303,800 total]; [Federal Funds: 60%; State Funds: 40%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign the attached Amendment #CS-02731-06 which increases it by \$3,106 for a total of \$78,106 and CS-02732-07 which increases it by \$41,583 for a total of \$225,694 with Riverside County Superintendent of Schools for the period of July 1, 2015 through June 30, 2016.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding to: (a) sign amendments that do not change the substantive terms of the agreement; (b) sign amendments to the compensation provisions that do not exceed 10% annually, as approved by County Counsel.

slh

Susan von Zabern
Susan von Zabern,
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 44,689	\$ 0	\$ 44,689	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Federal Funding: 60%	State Funding: 40%;	Budget Adjustment: No
County Funding: Realignment Funding:	Other Funding:	
		For Fiscal Year: 15/16

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L. Sargent*
County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: May 24, 2016
xc: DPSS, Purchasing

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

Prev. Agn. Ref.: 3.50 (9/24/13) & 3.90 (2/03/15) | District: All | Agenda Number:

3-14

PURCHASING & FET SERVICES: Lisa Brandl, Director
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL 3/30/16
 BY: GREGORY P. PRIAMOS DATE

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

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

Ratify and Approve Amendment # 6 (Agreement #CS-02731) and Amendment # 7 (Agreement #CS-02732-07) with Riverside County Superintendent of Schools for providing Educational Liaison, Counseling, and Clerical Services [Districts- All]; [\$303,800 total]; [Federal Funds: 60%; State Funds: 40%]

DATE: March 24, 2016

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BACKGROUND:

Summary

The Riverside County DPSS/Children Services Division (CSD), Educational Liaison program has been providing educational support and advocacy services for high-need foster youth in Riverside County since 2008. On February 2015, two (2) new (1.5 FTE) positions were added; a credentialed school Counselor and Attendance/Registration Technician (ART) to provide services to the County's Non-Minor Dependent (NMD) population and assist with clerical duties handled by the Educational liaisons. These youth and NMDs are often at risk of increased rates of high school dropout, crime and incarceration, unemployment, homelessness, substance abuse, welfare dependence, and poverty. DPSS currently has three (3) contracts with Riverside County Superintendent of Schools (RCSS) to provide Educational Liaison and Counseling services to assist CSD with educational-related services for foster youth in grades K – 12 and NMDs.

DPSS is requesting an amendment to modify the budget for the contracts below. The FY 14/15 contract amounts were based on two (2) positions that were filled late in the year and did not include the 12 month salaries for FY 15/16. The budget amounts are also amended to reflect the actual days the Educational Liaisons worked. Below is a breakdown of the budget adjustment:

Educational Liaison Contracts	FY 14/15	FY 15/16
CS-02731-06	\$ 75,000	\$ 78,106
CS-02732-07	\$184,111	\$225,694

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

Impact on Residents and Businesses

These programs provide much needed assistance to youth who are in need of the Educational Liaison services. Additionally, this expands the program to assist NMD youth who need guidance with advanced academic plans and career goals so that they are prepared for independence.

SUPPLEMENTAL:

Contract History and Price Reasonableness

On February 3, 2015 (Agenda # 3.90), The Board of Supervisors approved an amendment to add a Counselor and ART position. On February 28, 2012 (Agenda # 3.43), The Board of Supervisors increased the MRA to add an Educational Liaison position. On September 24, 2013 (Agenda # 3.50) the Board approved new Educational Liaison contracts to add new positions.

Additional Fiscal Information

Funding for this agreement was budgeted through the normal County budget process, with 100% of funding being allocated from Wraparound (SB163) funding. Funds for this agreement have been allocated for FY 15/16. Budget adjustments are not necessary.

ATTACHMENTS (if needed, in this order):

Amendment # 6 (CS-02731-06) with Riverside County Superintendent of Schools (3 copies)

Amendment # 7 (CS-02732-07) with Riverside County Superintendent of Schools (3 copies)

SvZ:ts

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


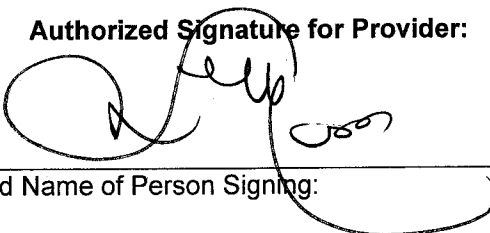
INTERAGENCY AGREEMENT: CS-02731-06 / IN8147 Mod. # 6
 PROVIDER: Riverside County Superintendent of Schools
 AGREEMENT TERM: July 1, 2015 through June 30, 2016
 MAXIMUM AMOUNT: \$78,106

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, desires that educational liaison services be provided to assure that the children and youth served through the Children's Services Division (CSD) receive the educational services and advocacy they need;


WHEREAS, Riverside County Superintendent of Schools (RCSS) is qualified to provide educational liaison services;

WHEREAS, DPSS desires Riverside County Superintendent of Schools, hereinafter referred to as the Provider, to perform these services in accordance with the TERMS and CONDITIONS, hereinafter referred to as (T&C), attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Provider;

NOW THEREFORE, DPSS and the RCSS do hereby covenant and agree that the Provider shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

Authorized Signature for Riverside County: 	Authorized Signature for Provider: 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Diana Walsh-Reuss
Title: Chairman, Board of Supervisors	Title: Assistant Superintendent
Address: 4080 Lemon Street Riverside, CA 92501	Address: 3939 Thirteenth Street Riverside, California 92501
Date signed: MAY 24 2016	Date signed: 4/27/16

ATTEST:
 KECIA HARPER-IHEM, Clerk
 DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: 
 ERIC STOPHER
 DATE: 3/30/16

MAY 24 2016 314

**RIVERSIDE COUNTY
SUPERINTENDENT OF SCHOOLS**

EDUCATIONAL LIAISON SERVICES

INTERAGENCY AGREEMENT

Terms and Conditions

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Exhibits

- Exhibit A- DPSS 2076A, DPSS 2076B & Instructions
- Exhibit B- Educational Liaison Job Description
- Exhibit C – Vendor Assurance of Compliance

I. ABBREVIATIONS AND DEFINITIONS OF TERMS

- A. The term "Contractor" refers to Riverside County Superintendent of Schools and its employees, agents and representatives providing services under this Agreement.
- B. The term "CSD" refers to DPSS Children's Services Division.
- C. The term "CSSW" refers to DPSS Children's Social Service Worker.
- D. The term "CWS/CMS" refers to Child Welfare Services/Case Management System computer application.
- E. The term "DPSS" and/or "County" refers to the County of Riverside and its Department of Public Social Services who has administrative responsibility for this Agreement.
- F. The term "IEP" refers to a student's Individual Education Plan.
- G. The term "ILP" refers to the Independent Living Program.
- H. The term "RCSS" refers to the Riverside County Superintendent of Schools.
- I. The term "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.
- J. The term "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign staff to be the liaison between the Provider and DPSS.
- B. Monitor the performance of the Provider in meeting the terms, conditions, and services described in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Provider through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Provider self-monitoring.
- C. Provide assigned Educational Liaison with postage, adequate work station, including desk, chair, telephone, computer with Internet access, access to photocopy and fax machines, locked storage, and sufficient filing cabinet space at DPSS CSD site.
- D. Provide CWS/CMS computer and a County computer for use by Educational Liaison at designated CSD office.
- E. Provide training on those portions of the CWS/CMS application needed by the educational liaison to access a child's/youth's educational history, document service provision and update childrens'/youth's Education Passport.
- F. Assure that all children and youth served in this Agreement receive education liaison services, as recommended by the educational liaison.
- G. Be responsible for all case management services.

H. Advise RCSS in writing of all pertinent existing State regulations and directives pertaining to social services related to this Agreement and changes thereafter.

III. PROVIDER RESPONSIBILITIES

RCSS will:

A. Provide one (1) Full-Time Equivalent (FTE) Educational Liaison with split responsibility between DPSS and RCSS with a minimum of two year's experience as a special education classroom teacher and:

1. A Bachelor's Degree from an accredited college/university in social science, liberal studies, or a related field or;
2. A Master's Degree (desirable).

B. Assign knowledgeable staff to be the liaison between DPSS and RCSS.

C. Be responsible for all case management regarding educational liaison services for assigned children and youth.

Responsibilities of the educational liaisons include, but are not limited to:

1. Provide case management to 15 youth regarding educational services for assigned children and youth.
2. Possessing knowledge of the federal and state regulations and laws affecting the education of foster children including children with special needs.
3. Possessing knowledge of the education system with a focus in special education.
4. Coordinating the planning and implementation of all necessary educational services the educational liaison provides to youth in foster and group home care.
5. Coordinating with all district superintendents and school personnel, county schools, group home providers, foster parents, and youth to ensure effective partnerships with the community.
6. Providing consultation on issues related to education, special education, educational due process for student discipline, and programs and services offered in alternative education for assigned children and youth.

D. For all assigned youth, ensure that the Educational Liaisons provide services which include, but are not limited to:

1. Participating in the facilitation and improvement of educational accomplishments and opportunities.
2. Providing caregivers, CSSWs, children and youth with assistance in all educational issues, including assistance with IEP/504 plans and reviews.
3. Acquiring and maintaining school records (transcripts, IEP/504 plan, attendance, behavior, grades) for assigned children and youth.

4. Entering contacts regarding child and youth education services rendered by the educational liaison in the CWS/CMS system within ten (10) business days of the service delivery.
5. Coordinating and participating in educational consultations with CSSWs, caregivers, and/or service providers to determine the educational needs of children/youth and to develop a suggested plan of action as requested.
6. Attending Team Decision Making meetings when educational liaison expertise is necessary.
7. Providing educational advocacy resources for caregivers, CSSWs, and youth when necessary.
8. Supporting the educational needs of children and youth who are transitioning from one placement to another.
9. Providing educational placement recommendations (i.e. individual study, alternative school, etc.) when necessary.
10. Entering/updating information in the Education Passport in the CWS/CMS System including IEP and 504 Plan, recommendations, social worker consultations, child/youth contacts, and transcript information. Entering the child's/youth's education information into the CWS/CMS Education Passport when updated documents are received by the educational liaison.
11. Attending Individual Educational Plan (IEP) 504 meetings for foster children that are receiving special education services when necessary.
12. Maintain educational file on each youth which includes but is not limited to initial referral (DPSS 3957), Foster Youth Screener, updated Educational Passport, current IEP/504 plan, and transcripts as necessary.

IV. OUTCOMES

Short-Term (during time in program)

- A. Increase awareness of school based services, supports, and accommodations by youth.
- B. Increase the advocacy ability of caregivers and/or youth.

Medium-Term (by end of school-year)

- C. Increase school stability (defined as remaining in school-of-origin when appropriate).
- D. Decrease expulsions and suspensions.
- E. Increase the number of youth who advance to next grade and have appropriate credits to remain on track for high school graduation.

Long-Term (after program)

- F. Increase graduation rates, compared to non-Educational Liaison (EL) youth.
- G. Increase admission to college and vocational schools, compared to non-EL youth.

V. JOINT OPERATIONS MEETINGS

- A. Are intended to facilitate communication between RCSS and DPSS, and are to include the primary liaisons from each organization. Joint Operational Meetings will be held bi-annually, or more often as determined appropriate by the liaisons.
- B. Serve as a communication arena with discussion that includes, but is not limited to, the following: monthly tracking log, joint case reviews, incidents, challenges or issues, areas of enhancement, and communication.

VI. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

- 1. Total payment under this Agreement shall not exceed \$78,106.

B. LINE ITEM COST RATE

- 1. The line item budget for FY 15/16 is as follows:

Line Items	Billed to DPSS
Salaries/Benefits	\$70,100
Travel/Training	\$3,200
Indirect Cost	\$3,720
Supplies	\$0.00
Technology	\$1,086
Overhead	\$0.00
Total:	\$78,106

- a. Contractor will provide the following supporting documentation along with the quarterly invoice to justify invoice amounts:
 - 1. Payroll, Salary, and Benefits –
 - i. Payroll Register or Report including employee names, hours, wage rate, wage amount, benefit amount, pay dates.
 - ii. Time and Activity including employee names, dates worked, hours allocated to DPSS programs.
 - 2. Operating Expenses – Schedule or statement of costs; Allocation basis to DPSS.
 - 3. Equipment
 - i. Copy of invoice or receipt
 - ii. Proof of payment
Include copy of check, general ledger, or credit card receipt.
 - 4. Travel and Per Diem (as applicable) – Mileage Report; Copy of invoice or receipts.
 - i. Mileage Log for DPSS Activities including employee name, dates of travel, from/to destination, miles allocated to DPSS programs, and description of business purpose.
 - ii. Proof of payment including copy of check or invoice, original meal receipt, copy of transportation and lodging receipts
 - iii. Meal and Mileage costs will be held to following County limits:
 - (a) Lodging
Actual cost for lodging shall not exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees. For lodging in high cost cities as defined by the Internal Revenue Service

(e.g., San Francisco, New York, Washington D.C., as described in IRS PUBLICATION 1542) OR BY THE Board of Supervisors (Sacramento) actual cost not to exceed \$239 per night, or applicable conference rate at conference hosting hotel is allowed.

(b) Meal Expenses

The maximum reimbursement for meals per day is \$51, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate. No reimbursement for alcoholic beverages of any kind. The maximum reimbursement for meals per day in high cost cities is \$71, inclusive of taxes and tip.

(c) Transportation

Actual cost of common carrier services, including taxicabs and car rentals, when necessary shall be allowed. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if (1) the traveler pays the cost difference or (2) can document that no other option exists and the selected flight is the only option for travel. Airline government and group rates must be used when available.

(d) Rental cars

Actual costs evidenced by a copy of the receipt and inclusive of all related taxes and other rental fees should be submitted along with copies of gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle. Government and group rates must be used when available.

(e) Private Automobile

The county's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with the IRS' periodic establishment of such a rate.

5. Client Purchases

- i. Description of item
- ii. Client signature log including date, client name, item issued, program, client signature.
- iii. Proof of payment including copy of check and purchase receipt

6. Operating costs (direct or indirect) – include one of the following

- i. Cost schedule by allocation basis of calculated allocating costs to DPSS program.
- ii. Copy of invoice or receipts
- iii. Approved Indirect Cost Rate (ICR)

- b. For expenses claimed based on historical or budget estimates, the Contractor shall reconcile these amounts to the actual expenditures annually within 60 days following the final billing period.

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

1. The Provider shall submit quarterly billing to DPSS for education services rendered pursuant to this Agreement.

2. The Provider shall provide labor distribution data to document the time spent by personnel assigned to provide services pursuant to this Agreement, for the purposes of payment and financial audit.
3. The Provider shall submit all claims and backup documentation no later than thirty (30) days following the end of the quarter in which services were provided to DPSS. Any claims submitted after this may be rejected by DPSS. All claims submitted in a timely manner shall be processed within forty-five (45) working days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment.
4. The Provider shall submit a DPSS Form 2076A (**Exhibit A**), following the instructions set forth therein, and documentation and/or justification as requested by DPSS.
5. The Provider shall itemize expenses quarterly on the DPSS 2076B (**Exhibit A**), attached hereto and incorporated herein by this reference and attach any and all additional documentation and/or justification as requested by DPSS, such as, but not limited to, the following:
 - a. Cancelled Checks
 - b. Paid Invoices
 - c. Credit Card statements
 - d. Utility/Telephone Bills
 - e. Time Sheets/Activity Reports
 - f. Payroll register and summary
 - g. Travel forms (mileage & reimbursements)
 - h. Mileage, food, lodging expense reports
 - i. Registration form and notification
 - j. Travel Authorization
 - k. General Ledger
 - l. Salary and Benefit Cost
 - m. Itemized detail of all indirect costs
6. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 5th of June. Actual Contractor invoices for May and June are due no later than the 30th of July."

D. RECORDS, INSPECTIONS, AND AUDITS

All official information will be kept in the official case file record with the Social Worker. DPSS shall maintain these records for three (3) years after final payment is made or until all pending county, state, and federal audits, if any, are completed, whichever is later.

E. AVAILABILITY OF FUNDING

DPSS' and RCSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made. No legal liability on the part of DPSS shall arise for payment beyond June 30, 2015 unless funds are made available for such performance.

F. SUPPLANTATION

The Provider shall not claim reimbursement or apply sums received for this Agreement with any other source of revenue.

G. DISALLOWANCE

In the event the Provider receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Provider 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 Provider under any Agreement with DPSS.

VII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective from July 1, 2015 through June 30, 2016, and renewable in one (1) one-year increments.

B. INDEPENDENT CAPACITY

Each party shall act in an independent capacity and not as an agent or employee of the other.

C. SUB-CONTRACT 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."

D. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the California Business and Professions Code concerning the licensing of Providers, all Providers shall be licensed, if required, in accordance with the laws of this State and any Provider not so licensed is subject to

the penalties imposed by such laws. The Provider 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.

E. MINIMUM QUALIFICATIONS AND TRAINING

Educational Liaison shall possess a Bachelors of Art Degree from an accredited college/university in social science, liberal studies, or a related field is required. A minimum of two years' experience as a special education class room teacher is also required. A Master's Degree is desirable. A full job description is attached hereto as **(Exhibit B)** and incorporated herein by this reference.

F. CIVIL RIGHTS COMPLIANCE

1. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **(Exhibit C)** and incorporated herein by this reference. The Contractor will sign and date **(Exhibit C)** and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance."

2. Client Complaints

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

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

Civil Rights Complaints should be referred to:

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

3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

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

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

4. Cultural Competency

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

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

G. PERSONNEL DISCLOSURE

1. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
 - a. All staff who work full or part-time positions by title, including volunteer positions; and
 - b. A brief description of the functions of each position and hours each position worked; and
 - c. The professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

2. Background Checks

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

H. 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.

I. CONFLICT OF INTEREST

The Provider covenants that it presently has no interest in, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which is, or which the Provider believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Provider under this Agreement. The Provider shall inform DPSS of all of the Provider's interests, if any, which are or which the Provider believes to be incompatible with any interest of DPSS.

J. CONFIDENTIALITY

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

K. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

1. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

Under the Health Insurance Portability and Accountability Act (IHPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the Contractor must comply with the Security Rule as a Business Associate, if under this Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to comply as business associates in order to safeguard protected health information that may be accessed during the performance of this Agreement.

All social service privacy complaints should be referred to:

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

L. HOLD HARMLESS/INDEMNIFICATION

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

The County of Riverside shall indemnify and hold harmless RCSS, its officers, employees, contractors, subcontractors, agents or representatives from any liability whatsoever, based or asserted upon any services the Indemnitees of the County arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of The County of Riverside Indemnitees. The County 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, RCSS, its officers, employees, contractors, subcontractors, 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 either party, the indemnifying party shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the other party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the party's obligation to indemnify the other party as set forth herein.

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

M. INSURANCE

- a. Without limiting or diminishing the Provider's obligation to indemnify or hold the COUNTY harmless, Provider 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) Workers' Compensation:

If the Provider has employees as defined by the State of California, the Provider shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage

B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(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 Provider'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 Provider 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 Insureds.

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 Provider's insurance carrier(s) shall 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 Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Provider's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Provider shall cause Provider'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 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. Provider 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 Provider'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 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 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 Risk Manager's reasonable judgment, the amount or type of insurance carried by the Provider has become inadequate.
- (6) Provider 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.
- (8) Provider 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 Contract.

N. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Provider 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 Provider as though made with the Provider directly.

O. CHILD ABUSE REPORTING

The Provider shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subProviders, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Section 11166 of the California Penal Code.

P. REPORTING

The Provider shall provide a Tracking Log to the DPSS liaison once each month, by the last Friday of the month, following the month services were provided. All logs shall be submitted to: contractreporting@riversidedpss.org.

This Tracking Log will contain, but are not limited to, the following information:

- a. Number of new referrals received for the month
- b. Education screening score(s)
- c. Case open/close dates
- d. Assigned Educational liaison

Q. NOTICES

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

DPSS: Department of Public Social Services
Contracts Administration (1st floor)
 10281 Kidd Street
 Riverside, CA 92503

PROVIDER: Riverside County Superintendent of Schools
Contracts and Purchasing
 3939 Thirteenth Street
 Riverside, CA 92501

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

DPSS MRU: Department of Public Social Services
 Management Reporting Unit/Fiscal Office
 4060 County Circle Road
 Riverside, CA. 92503

R. ASSIGNMENT

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

S. DISPUTES

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

T. ARBITRATION OF DISPUTES

Any demand by the Provider for the payment of money or dispute arising from work done by or on behalf of the Provider pursuant to this Agreement payment of which is not otherwise expressly provided for or entitled to, or any separate demand by the Provider of any amount disputed by DPSS, shall be resolved as follows:

For claims by the Provider, DPSS will respond in writing to a claim within 45 days of the receipt of the claim, or may request in writing, within 30 days of receipt of the claim, any additional documents supporting the claim. DPSS' written response to the claim, as further documented, shall be submitted to the Provider within 15 days after receipt of the further documentation.

If the Provider disputes DPSS' written response, or DPSS fails to respond within the time prescribed, the Provider may notify DPSS, in writing, either within 15 days of receipt of DPSS' response or within 15 days of DPSS failure to respond within the prescribed time, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand DPSS shall schedule a meet and confer conferences within 30 days for settlement of the dispute.

If the meet and confer process does not produce an agreement, the Provider may file a claim pursuant to Government Code Sections 900, et. seq. The court is then instructed by law to do the following:

1. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation. The mediation shall commence within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation process.
2. If the matter remains in dispute after mediation, the case shall be submitted to judicial arbitration. The Civil Discovery Act of 1986 shall apply to any proceeding. In the judicial arbitration proceedings (a) arbitrators shall, when possible, be experienced in area of services being provided and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorney's fees on appeal of the other party.

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

V. PROPRIETARY SERVICES

DPSS recognizes that the services performed by the Provider are proprietary and that documentation of the identification and billing systems, methods, and procedures utilized by the Provider will not be used for the benefit of, or otherwise disclosed to, any third party without the prior written consent of the Provider.

W. GOVERNING LAW

This agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees, in addition to whatever relief is granted.

X. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Provider 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.

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 Provider 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 Provider for, and during the period in which the Provider is in breach, the reimbursement of which the Provider 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 Provider but yet unpaid by DPSS. DPSS shall give the Provider notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

Y. 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 Provider 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 Provider for, and during the period in which the Provider is in breach, the reimbursement of which the Provider 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 Provider but yet unpaid by DPSS. DPSS shall give the Provider notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

Z. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that the Provider adequately documents the need for the change and all of the following requirements are met:

1. The total amount of the Agreement does not change;
2. The Provider delivers a written request to DPSS for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests shall be made before the last ninety (90) days of the fiscal year;

3. DPSS approves the request in writing prior to implementation. DPSS reserves the right to deny request for reimbursement in excess of any line item; and
4. 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."

AA. 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.

DEPARTMENT OF PUBLIC SOCIAL SERVICES
CONTRACTOR PAYMENT REQUEST

Exhibit A

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

From: _____
 Remit to Name _____
 Address _____
 City _____ State _____ Zip Code _____
 Contractor Name _____
 Contract Number _____

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below:

Advance Payment \$ _____
 (if allowed by Contract/MOU)

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

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

_____ # of Units) X (\$) _____
 _____ # of Units) X (\$) _____
 _____ # of Units) X (\$) _____

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

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

 Authorized Signature Title Date

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

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

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

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **DPSS 2076A, 2076B** (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
 The legal name of your agency.

"Address"
 The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"
 Business name, if different than legal name *(if not leave blank)*.

"Contract Number"
 Can be found on the first page of your contract.

"Amount Requested"
 Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
 Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
 Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"
 Self-explanatory (required). **Original Signature needed for payment.**

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

Riverside County Office Of Education Foster Youth Education Liaison

Riverside County Office of Education
P.O. Box 868
Riverside, CA 92502
FOSTER YOUTH EDUCATION LIAISON
Division of Student Programs & Services

Exhibit B

Job Purpose:

The purpose of Foster Youth Education Liaison is done for the purpose of acting as a liaison between school, group homes, placing agencies and others to ensure that educational needs of students in foster care are being met.

Application

Procedure: You must apply on-line via our Web site at www.rcoe.us. For your convenience, you can access the Internet application site from any location. The applicant is responsible for assuring that Personnel receive the online submission of their application before the deadline date. Applicants must be sure they are submitting a complete application packet with all required documents. Incomplete application packets will not be considered. For questions, you can contact Personnel Services, Riverside County Office of Education, 3958 Twelfth Street, Riverside, CA 92501, (951) 826-6666.

Selection

Process: Applications will be screened for satisfaction of minimum qualification standards. Those applicants evidencing the best qualifications will be invited for a panel interview evaluation. The interview panel will provide the Division Head with top candidates for final selection. All candidates will be notified via e-mail following final selection.

fringe Benefits:

Employee and dependant health, dental and vision insurance up to the cap amount; and employee fully paid life insurance.

Functions:

- Knowledge of the federal and state regulations and laws affecting the education of foster children including children with special needs.
- Knowledge of the education system with a focus in special education.
- Ability to communicate effectively in English, both orally and in writing.
- Ability to facilitate meetings, develop and make oral presentation to groups.
- Ability to establish and maintain rapport with those contacted in the course of work.
- Develop policies and procedures for the purpose of determining the needs for individual foster and group home youth.
- Coordinate the planning and implementation of all services, including tutorial, Health and Education Passports, vocational and independent living skills, and other services provided to youth in foster and group home care.

- Act as a liaison to all district superintendents and school personnel, county schools, group home providers, foster parents, and youth to ensure appropriate and timely admissions, transitions, and discharges to/from schools in Riverside County.
- Provide leadership to Education and other agency partners for the purpose of facilitating collaboration and ensuring full integration of services.
- Provide consultation on issues related to education, special education, educational due process for student discipline and on programs and services offered in alternative education.
- Design and implement multi-agency training to ensure that services conform to county, state, and federal guidelines.
- Collect data and prepare documents and reports for the purpose of program evaluation.
- Plan and implement training related to special education for foster placement staff and other professionals and paraprofessionals.
- Attend Individual Education Plan (IEP) meetings for foster children.
- Ability to operate a computer and associated software.

JOB REQUIREMENTS - MINIMUM QUALIFICATIONS SKILLS, KNOWLEDGE, AND ABILITIES

SKILLS are required to perform multiple highly complex technical tasks with an occasional need to upgrade skills due to changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: operate word processing applications including spreadsheets; exercise sound judgment in interpreting and applying existing laws, policies, rules, regulations, procedures in carrying out assigned duties.

KNOWLEDGE of federal and state regulations and laws affecting the education of foster children including children with special needs; education system with a focus in special education; subject areas appropriate for the level and functioning of individuals with exceptional needs. Knowledge is also required to perform basic math including calculation of fractions, percents and/or ratios; interpret written procedures, write routine documents and speak clearly; and understand multiple step instructions.

ABILITY to communicate effectively in English, both orally and in writing; facilitate meetings, develop and make oral presentation to groups; operate a computer and associated software; work independently or part of a team; develop and provide a wide variety of activities and tasks in order to meet program objectives.

RESPONSIBILITIES: Includes working under standardized instructions and/or routines; leading, guiding and/or coordinating other persons; and operating within a defined budget and/or financial guidelines. Utilization of resources from other work units may be required to perform the job's functions.

WORKING ENVIRONMENT: The usual and customary methods of performing the job's functions requires the following physical demands: hearing and speaking to exchange information and make presentations; dexterity of hands and fingers to operate a computer keyboard; driving a vehicle to conduct work; seeing to conduct inspection of data; and occasional lifting record boxes and bending or reaching for files. Generally the job requires 10% sitting, 40% walking and 50% standing. The work is performed under minimal temperature variations, a generally hazard free environment, and in a clean atmosphere.

EXPERIENCE: A minimum of two years experience as a special education class room teacher.

EDUCATION: Bachelors of Art Degree from an accredited college/university in social science, liberal studies, or a related field is required. MA is desirable.

CREDENTIALS: Possession of a valid California Special Education Credential authorizing service as a resource specialist. You must provide copies of permit/credential as required for position or provide evidence of qualifying for required permit/credentials with your application materials to qualify for the position.

LICENSES: Valid California Driver's License. **CLEARANCES:** Fingerprint Clearance
B Clearance

This organization complies with the following policies and practices

This organization is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, age, gender or disability. This organization complies with the Americans with Disabilities Act. Persons who may need some accommodation in the hiring process should contact the personnel office. This organization is a drug free and tobacco free workplace. Candidates shall be required to submit proof of U.S. Citizenship or legal U.S. residence if hired. Minimum age requirement is (a) 18 or (b) 16 with either a work permit, high school diploma, or High School Certificate of Proficiency.

Exhibit C

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Riverside County Superintendent of Schools

NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII 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; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic 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 ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Director's Signature

Address of Vendor/Recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

Riverside County Department of Public Social Services

Contracts Administration Unit

10281 Kidd Street

Riverside, CA 92503

INTERAGENCY AGREEMENT: CS-02732-07 / IN8148 Mod. # 7

PROVIDER: Riverside County Superintendent of Schools

AGREEMENT TERM: July 1, 2015 through June 30, 2016

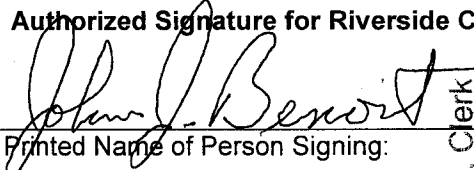
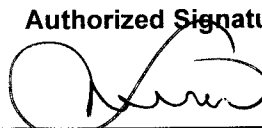
MAXIMUM AMOUNT: \$225,694.00

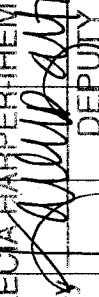
WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, desires Educational Liaison, Counseling, and Clerical services be provided to assure that the children and youth served through the Children's Services Division (CSD) receive the educational services and advocacy they need

WHEREAS, Riverside County Superintendent of Schools (RCSS) is qualified to provide Educational Liaison, Counseling, and Clerical services;

WHEREAS, DPSS desires Riverside County Superintendent of Schools, hereinafter referred to as the Provider, to perform these services in accordance with the TERMS and CONDITIONS, hereinafter referred to as (T&C), attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Provider;

NOW THEREFORE, DPSS and the RCSS do hereby covenant and agree that the Provider shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

Authorized Signature for Riverside County: 	Authorized Signature for Provider: 
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Diana Walsh-Reuss
Title: Chairman, Board of Supervisors	Title: Assistant Superintendent
Address: 4080 Lemon Street Riverside, CA 92501	Address: 3939 Thirteenth Street Riverside, California 92501
Date signed: MAY 24 2016	Date signed: 4/27/16

ATTEST:
 KECIA WARRPERIHEM, Clerk
 BY: 
 DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: 
 ERIC STOPHER DATE: 3/30/16

MAY 24 2016 3-14

**RIVERSIDE COUNTY
SUPERINTENDENT OF SCHOOLS**

EDUCATIONAL LIAISON SERVICES

INTERAGENCY AGREEMENT

Terms and Conditions

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Exhibits

- Exhibit A- DPSS Form 2076A, Form 2076B and Instructions
- Exhibit B- Educational Liaison Job Description
- Exhibit C- Counselor Job Description
- Exhibit D – Attendance/Registration Technician (ART) Job Description
- Exhibit E – Vendor Assurance of Compliance

I. ABBREVIATIONS AND DEFINITIONS OF TERMS

- A. The term "ART" refers to Attendance / Registration Technician.
- B. The term "Contractor" refers to Riverside County Superintendent of Schools and its employees, agents and representatives providing services under this Agreement.
- C. The term "CSD" refers to DPSS Children's Services Division.
- D. The term "CSSW" refers to DPSS Children's Social Service Worker.
- E. The term "CWS/CMS" refers to Child Welfare Services/Case Management System computer application.
- F. The term "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, who has administrative responsibility for this Agreement.
- G. The term "IEP" refers to a student's Individual Education Plan.
- H. The term "ILP" refers to the Independent Living Program.
- I. The term "RCSS" refers to the Riverside County Superintendent of Schools.
- J. The term "SSW" refers to a CSD social worker.
- K. The term "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- L. The term "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign staff to be the liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions, and services described in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.
- C. Provide assigned Educational Liaison and Counselor with postage, adequate work station, including desk, chair, telephone, computer with Internet access, access to photocopy and fax machines, locked storage, and sufficient filing cabinet space at DPSS CSD site.
- D. Provide CWS/CMS computer and a County computer for use by Educational Liaison at designated CSD office.
- E. Provide training on those portions of the CWS/CMS application needed by the educational liaison to access a child's/youth's educational history, document service provision and update children's/youth's Education Passport.

- F. Assure that all children and youth served in this Contract receive education liaison and counselor services, as recommended by the educational liaison and counselor.
- G. Be responsible for all case management services.
- H. Advise RCSS in writing of all pertinent existing State regulations and directives pertaining to social services related to this Agreement and changes thereafter.

III. PROVIDER RESPONSIBILITIES

RCSS will assign knowledgeable staff to be the liaison between DPSS and RCSS. RCSS will provide the following positions for this Agreement:

- A. One (1) Full-Time Equivalent (FTE) Educational Liaison position with split responsibility between DPSS and RCSS. The Educational Liaison shall have the following experience:
 - 1. A minimum of two years' experience as a special education classroom teacher and;
 - 2. A Bachelor's Degree from an accredited college/university in social science, liberal studies, or a related field or;
 - 3. A Master's Degree is desirable.
- B. Provide one (1) Full-Time Equivalent (FTE) Counselor which is fully covered by DPSS. The Counselor shall have the following experience:
 - 1. A minimum of five years' experience counseling at the secondary level, Career guidance experience is preferred, and;
 - 2. A Master's Degree from an accredited college/university in psychology, counseling and guidance, or a closely related field is required.
 - 3. A Doctorate Degree from an accredited institution in a related field is desirable.
 - 4. A California Pupil Personnel Services credentialed with an emphasis in school counseling, or other valid California credentialed with an authorization in school counseling. CPR and First Aid certification are highly desirable.
- C. Provide one (1) Full-Time Equivalent (FTE) Attendance / Registration Technician position with split responsibility between DPSS and RCSS. The ART shall have a minimum of one-year clerical experience in computer applications preferably related to educational attendance accounting.
- D. The Responsibilities of the Educational Liaison include, but are not limited to:
 - 1. Provide case management to 25 youth regarding educational liaison services for assigned children and youth.
 - 2. Knowledge of the federal and state regulations and laws affecting the education of foster children including children with special needs.
 - 3. Knowledge of the education system with a focus in special education.
 - 4. Coordinating the planning and implementation of all necessary educational services the educational liaison provides to youth in foster and group home care.

5. Coordinating with all district superintendents and school personnel, county schools, group home providers, foster parents, and youth to ensure effective partnerships with the community.
6. Providing consultation on issues related to education, special education, educational due process for student discipline, and programs and services offered in alternative education for assigned children and youth.
7. For all assigned youth, ensure that the Educational Liaisons provide services which include, but are not limited to:
 - 7.1. Participating in the facilitation and improvement of educational accomplishments and opportunities.
 - 7.2. Providing caregivers, CSSWs, children and youth with assistance in all educational issues, including assistance with IEP/504 plans and reviews.
 - 7.3. Acquiring and maintaining school records (transcripts, IEP/504 plan, attendance, behavior, grades).
 - 7.4. Entering contacts regarding child and youth education services rendered by the educational liaison in the CWS/CMS system within ten (10) business days of the service delivery.
 - 7.5. Coordinating and participating in educational consultations with CSSWs, caregivers, and/or service providers to determine the educational needs of children/youth and to develop a suggested plan of action as requested.
 - 7.6. Attending Team Decision Making meetings when educational liaison expertise is necessary.
 - 7.7. Providing educational advocacy resources for caregivers, CSSWs, and youth when necessary.
 - 7.8. Supporting the educational needs of children and youth who are transitioning from one placement to another.
 - 7.9. Providing educational placement recommendations (i.e. individual study, alternative school, etc.) when necessary.
 - 7.10. Entering/updating information in the Education Passport in the CWS/CMS System including IEP and 504 Plan, recommendations, social worker consultations, child/youth contacts, and transcript information. Entering the child's/youth's education information into the CWS/CMS Education Passport when updated documents are received by the educational liaison.
 - 7.11. Attending Individual Education Plan (IEP) 504 meetings for foster children that are receiving special education services when necessary.
 - 7.12. Maintain educational file on each youth which includes but is not limited to initial referral (DPSS 3957), Foster Youth Screener, updated Educational Passport, current IEP/504 plan, and transcripts as necessary.
- E. The Responsibilities of the Counselor includes providing services to 40 youth, and is not limited to:

1. Possessing knowledge of the federal and state regulations and laws affecting the education of foster children including children with special needs.
2. Counsel students, parents and caregivers for the purpose of enhancing student success in school.
3. Conduct structured, goal-oriented counseling sessions in a systematic response to the identified needs of students.
4. Coordinating with all district superintendents and school, and community college personnel, county schools, group home providers, foster parents, and youth to ensure effective partnerships with the community.
5. Provide direct guidance and counseling services which are relevant to the sequential development of students as related to educational, social, and vocational objectives.
6. For all assigned youth, ensure that the counselor provides services which include, but are not limited to:
 - 6.1 Participating in the facilitation and improvement of educational accomplishments and opportunities.
 - 6.2 Disseminating information concerning school offerings, opportunities for further education, careers and career training, and community special service which are available to the student.
 - 6.3 Advise youth on relative college, vocational and other post-high school plans.
 - 6.4 Coordinating and participating in educational consultations with CSSWs, caregivers, and/or service providers to determine the educational needs of the youth and to develop a suggested plan of action as requested.
 - 6.5 Attending Team Decision Making meetings when educational liaison expertise is necessary.
 - 6.6 Providing educational advocacy resources for caregivers, CSSWs, and youth when necessary.
 - 6.7 Write letters of recommendations for college admission purposes or to potential employers and military service personnel for the youth.
 - 6.8 Maintain educational file on each NMD which includes but is not limited to initial referral (DPSS 3957), foster Youth Screener, updated Educational Passport, current IEP/504 plan, and transcripts as necessary.
 - 6.9 Attending Individual Educational Plan (IEP) 504 meetings for foster children that are receiving special education services when necessary.

F. The Responsibilities of the ART include, but are not limited to:

1. Assist Educational Liaisons and Counselor for the purpose of supporting them in the completion of their work activities.

2. Communicate with program staff, CSSWs, and CSD Administrative, and other CSD staff for the purpose of resolving issues, responding to requests, and coordinating activities and processes.
3. Compile student records (e.g., transcripts, IEPs, attendance records, suspension and expulsion records, immunizations, and other records as appropriate on a case-by-case basis for the purpose of meeting the student's needs as well as meeting State, Federal and/or district requirements.
4. Maintain all educational documents, files, and records (manual and computerized) as requested by Educational Liaisons for the purpose of providing up-to-date references to assist with the student's educational plans and needs.
5. Prepares written materials (e.g., reports, memos, letters, etc.) for the purpose of documenting activities providing written reference and/or conveying information for assigned cases.
6. Processes documents and materials for the purpose of disseminating information to appropriate parties for assigned cases.
7. Responds to inquiries of staff for the purpose of providing information and/or direction for assigned cases.
8. Entering/updating information in the Education Passport in the CWS/CMS System including IEP and 504 Plan, recommendations, social worker consultations, child/youth contacts, and transcript information. Entering the child's/youth's education information into the CWS/CMS Education Passport when updated documents are received by the educational liaison.

IV. EDUCATIONAL LIAISON OUTCOMES

Short-Term (during time in program)

- A. Increase awareness of school based services, supports, and accommodations by youth.
- B. Increase the advocacy ability of caregivers and/or youth.

Medium-Term (by end of school-year)

- C. Increase school stability (defined as remaining in school-of-origin when appropriate).
- D. Decrease expulsions and suspensions.
- E. Increase the number of youth who advance to next grade and have appropriate credits to remain on track for high school graduation.

Long-Term (after program)

- F. Increase graduation rates, compared to non-Educational Liaison (EL) youth.
- G. Increase admission to college and vocational schools, compared to non-EL youth.

V. COUNSELOR OUTCOMES

Short-Term (during time in program)

- A. Increase awareness of school based services, supports, and accommodations by Non-Minor Dependents (NMD).
- B. Increase the advocacy ability of NMDs.

Medium-Term (by end of school-year)

- C. Increase school stability (defined as remaining in school until a diploma or certificate is received).
- D. Increase NMDs knowledge of available educational resources such as financial aid, educational loans, grants, scholarships, and educational support services.
- E. Increase the number of NMDs who:
 1. advance to next grade and have appropriate credits to remain on track for high school graduation or complete GED. and/or
 2. enter college level or vocational school.

Long-Term (after program)

- F. Increase graduation rates, compared to non-Educational Counselor Liaison (EL) NMDs.
- G. Increase admission to college and vocational schools, compared to non-Educational Counselor Liaison NMDs.

VI. JOINT OPERATIONS MEETINGS

- A. Are intended to facilitate communication between RCSS and DPSS, and are to include the primary liaisons from each organization. Joint Operational Meetings will be held bi-annually, or more often as determined appropriate by the liaisons.
- B. Serve as a communication arena with discussion that includes, but is not limited to, the following: monthly tracking log, joint case reviews, incidents, challenges or issues, areas of enhancement, and communication.

VII. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

1. Total payment under this Agreement shall not exceed \$225,694.00.

B. LINE ITEM BUDGET

1. The line item budget for FY 15/16 is as follows:

Educational Liaison (50% DPSS)		
Line Items	RCOE Responsibility	Billed to DPSS
Salaries/Benefits		\$52,202
Travel/Training		\$2,200
Indirect Cost 5%		\$2,780
Supplies		\$0.00
Technology		\$1,186.00
Overhead		\$0.00
Total:		\$58,368.00
Counselor (100% DPSS)		
Salaries/Benefits		\$110,775.00
Travel/Training		\$6,400.00
Indirect Cost 5%		\$5,968.00
Supplies		\$0.00
Technology		\$2,171.00
Overhead		\$0.00
Total:		\$125,314.00
ART (50% DPSS)		
Salaries/Benefits		\$37,750.00
Travel/Training		\$1,450.00
Indirect 5%		\$2,001.00
Supplies		\$0.00
Technology		\$811.00
Overhead		\$0.00
Total		\$42,012.00
TOTAL:		\$225,694.00

- a. Contractor will provide the following supporting documentation along with the quarterly invoice to justify invoice amounts:
1. Payroll, Salary, and Benefits –
 - i. Payroll Register or Report including employee names, hours, wage rate, wage amount, benefit amount, pay dates.
 - ii. Time and Activity including employee names, dates worked, hours allocated to DPSS programs.
 2. Operating Expenses – Schedule or statement of costs; Allocation basis to DPSS.
 3. Equipment
 - i. Copy of invoice or receipt
 - ii. Proof of payment
Include copy of check, general ledger, or credit card receipt.
 4. Travel and Per Diem (as applicable) – Mileage Report; Copy of invoice or receipts.
 - i. Mileage Log for DPSS Activities including employee name, dates of travel, from/to destination, miles allocated to DPSS programs, and description of business purpose.
 - ii. Proof of payment including copy of check or invoice, original meal receipt, copy of transportation and lodging receipts
 - iii. Meal and Mileage costs will be held to following County limits:
 - (a) Lodging
Actual cost for lodging shall not exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees.

For lodging in high cost cities as defined by the Internal Revenue Service (e.g., San Francisco, New York, Washington D.C., as described in IRS PUBLICATION 1542) OR BY The Board of Supervisors (Sacramento) actual cost not to exceed \$239 per night, or applicable conference rate at conference hosting hotel is allowed.

(b) Meal Expenses

The maximum reimbursement for meals per day is \$51, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate. No reimbursement for alcoholic beverages of any kind. The maximum reimbursement for meals per day in high cost cities is \$71, inclusive of taxes and tip.

(c) Transportation

Actual cost of common carrier services, including taxicabs and car rentals, when necessary shall be allowed. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if (1) the traveler pays the cost difference or (2) can document that no other option exists and the selected flight is the only option for travel. Airline government and group rates must be used when available.

(d) Rental cars

Actual costs evidenced by a copy of the receipt and inclusive of all related taxes and other rental fees should be submitted along with copies of gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle. Government and group rates must be used when available.

(e) Private Automobile

The county's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with the IRS' periodic establishment of such a rate.

5. Client Purchases

- i. Description of item
- ii. Client signature log including date, client name, item issued, program, client signature.
- iii. Proof of payment including copy of check and purchase receipt

6. Operating costs (direct or indirect) – include one of the following

- i. Cost schedule by allocation basis of calculated allocating costs to DPSS program.
- ii. Copy of invoice or receipts
- iii. Approved Indirect Cost Rate (ICR)

- b. For expenses claimed based on historical or budget estimates, the Contractor shall reconcile these amounts to the actual expenditures annually within 60 days following the final billing period.

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

1. The Provider shall submit quarterly billing to DPSS for education services rendered pursuant to this Agreement.
2. The Provider shall provide labor distribution data to document the time spent by personnel assigned to provide services pursuant to this Agreement, for the purposes of payment and financial audit.
3. The Provider shall submit all claims and backup documentation no later than thirty (30) days following the end of the quarter in which services were provided to DPSS. Any claims submitted after this may be rejected by DPSS. All claims submitted in a timely manner shall be processed within forty-five (45) working days of receipt by DPSS and forwarded to the Auditor-Controller's office for payment.
4. The Provider shall submit a DPSS Form 2076A (**Exhibit A**), following the instructions set forth therein, and documentation and/or justification as requested by DPSS.
5. The Provider shall itemize expenses quarterly on the DPSS 2076B (**Exhibit A**), attached hereto and incorporated herein by this reference and attach any and all additional documentation and/or justification as requested by DPSS, such as, but not limited to, the following:
 - a. Cancelled Checks
 - b. Paid Invoices
 - c. Credit Card statements
 - d. Utility/Telephone Bills
 - e. Time Sheets/Activity Reports
 - f. Payroll register and summary
 - g. Travel forms (mileage & reimbursements)
 - h. Mileage, food, lodging expense reports
 - i. Registration form and notification
 - j. Travel Authorization
 - k. General Ledger
 - l. Salary and Benefit Cost
 - m. Itemized detail of all indirect costs
6. Each claiming period shall consist of a calendar month claiming period. Contractor 4th quarter invoice estimates are due no later than the 5th of June. The 4th Quarter actual Contractor invoices are due the 30th of July.

D. RECORDS, INSPECTIONS, AND AUDITS

All official information will be kept in the official case file record with the Social Worker. DPSS shall maintain these records for three (3) years after final payment is made or until all pending county, state, and federal audits, if any, are completed, whichever is later.

E. AVAILABILITY OF FUNDING

DPSS' and RCSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made. No legal liability on the part of DPSS shall arise for payment beyond June 30, 2015 unless funds are made available for such performance.

F. 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.

G. 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.

VIII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective from July 1, 2015 through June 30, 2016, and renewable in one (1) one-year increments.

B. INDEPENDENT CAPACITY

Each party shall act in an independent capacity and not as an agent or employee of the other.

C. SUB-CONTRACT 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.”

D. 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.

E. MINIMUM QUALIFICATIONS AND TRAINING

The Educational Liaison shall possess a Bachelors of Art Degree from an accredited college/university in social science, liberal studies, or a related field is required. A minimum of two years' experience as a special education class room teacher is also required. A Master's Degree is desirable. A full job description is attached hereto as (**Exhibit B**) and incorporated herein by this reference.

The Counselor shall possess a Master's Degree from an accredited college/university in psychology, counseling and guidance, or a closely related field is required. Career guidance counselor experience is preferred. A full job description is attached hereto as (**Exhibit C**) and incorporated herein by this reference.

The ART shall possess a High School Diploma or equivalent. One-year experience in computer applications preferably related to educational attendance accounting. A full job description is attached hereto as (**Exhibit D**) and incorporated herein by this reference.

F. CIVIL RIGHTS COMPLIANCE

1. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as (**Exhibit E**) and incorporated herein by this reference. The Contractor will sign and date (**Exhibit E**) and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.”

2. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The

Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

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

Civil Rights Complaints should be referred to:

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

3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

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

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

4. Cultural Competency

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

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

G. PERSONNEL DISCLOSURE

1. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

- a. All staff who work full or part-time positions by title, including volunteer positions; and
- b. A brief description of the functions of each position and hours each position worked; and
- c. The professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

2. Background Checks

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

H. 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.

I. 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.

J. 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.

K. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

1. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

Under the Health Insurance Portability and Accountability Act (IHPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 ("Privacy Rule and Security Rule"), the Contractor must comply with the Security Rule as a Business Associate, if under this Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to comply as business associates in order to safeguard protected health information that may be accessed during the performance of this Agreement.

All social service privacy complaints should be referred to:

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

L. HOLD HARMLESS/INDEMNIFICATION

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

The County of Riverside shall indemnify and hold harmless RCSS, its officers, employees, contractors, subcontractors, agents or representatives from any liability whatsoever, based or asserted upon any services the Indemnitees of the County arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of The County of Riverside Indemnitees. The County 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, RCSS, its officers, employees, contractors, subcontractors, 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 either party, the indemnifying party shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the other party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the party's obligation to indemnify the other party as set forth herein.

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

M. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Provider 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 Provider has employees as defined by the State of California, the Provider 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 Provider'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 Provider 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 Provider'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, Provider'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) Provider shall cause Provider'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. Provider 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 Provider'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 Provider has become inadequate.
- (6) Provider 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) Provider 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.

N. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

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

O. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subProviders, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Section 11166 of the California Penal Code.

P. REPORTING

The Contractor shall provide a Tracking Log to the DPSS liaison once each month, by the last Friday of the month, following the month services were provided. All logs shall be submitted to: contractreporting@riversidedpss.org.

This Tracking Log will contain, but are not limited to, the following information:

- a. Number of new referrals received for the month.
- b. Education screening score(s)
- c. Case open/close dates
- d. Assigned Educational liaison

Q. NOTICES

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

DPSS: Department of Public Social Services
Contracts Administration (1st floor)
 10281 Kidd Street
 Riverside, CA 92503

PROVIDER: Riverside County Superintendent of Schools
Contracts and Purchasing
 3939 Thirteenth Street
 Riverside, CA 92501

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

DPSS MRU: Department of Public Social Services
 Management Reporting Unit/Fiscal Office
 4060 County Circle Road
 Riverside, CA. 92503

R. 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 prior written consent of DPSS. Any attempt to assign or delegate any interest hereunder without said consent shall be deemed void and of no force or effect.

S. DISPUTES

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

T. ARBITRATION OF DISPUTES

Any demand by the Contractor for the payment of money or dispute arising from work done by or on behalf of the Contractor pursuant to this Agreement payment of which is not otherwise expressly provided for or entitled to, or any separate demand by the Provider of any amount disputed by DPSS, shall be resolved as follows:

For claims by the Contractor, DPSS will respond in writing to a claim within 45 days of the receipt of the claim, or may request in writing, within 30 days of receipt of the claim, any additional documents supporting the claim. DPSS' written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation.

If the Contractor disputes DPSS' written response, or DPSS fails to respond within the time prescribed, the Contractor may notify DPSS, in writing, either within 15 days of receipt of DPSS' response or within 15 days of DPSS failure to respond within the prescribed time, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand DPSS shall schedule a meet and confer conferences within 30 days for settlement of the dispute.

If the meet and confer process does not produce an agreement, the Contractor may file a claim pursuant to Government Code Sections 900, et. seq. The court is then instructed by law to do the following:

1. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation. The mediation shall commence within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation process.
2. If the matter remains in dispute after mediation, the case shall be submitted to judicial arbitration. The Civil Discovery Act of 1986 shall apply to any proceeding. In the judicial arbitration proceedings (a) arbitrators shall, when possible, be experienced in area of services being provided and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorney's fees on appeal of the other party.

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

V. PROPRIETARY SERVICES

DPSS recognizes that the services performed by the Contractor are proprietary and that documentation of the identification and billing systems, methods, and procedures utilized by the Contractor will not be used for the benefit of, or otherwise disclosed to, any third party without the prior written consent of the Contractor.

W. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of

California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees, in addition to whatever relief is granted.

X. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Provider 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.

Y. 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 Provider 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 Provider for, and during the period in which the Provider is in breach, the reimbursement of which the Provider 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 Provider but yet unpaid by DPSS. DPSS shall give the Provider notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

Z. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that the Contractor adequately documents the need for the change and all of the following requirements are met:

1. The total amount of the Agreement does not change;

2. The Contractor delivers a written request to DPSS for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests shall be made before the last ninety (90) days of the fiscal year;
3. DPSS approves the request in writing prior to implementation. DPSS reserves the right to deny request for reimbursement in excess of any line item; and
4. 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 1st."

AA. 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.

DEPARTMENT OF PUBLIC SOCIAL SERVICES
CONTRACTOR PAYMENT REQUEST

Exhibit A

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

From: _____
Remit to Name

Address

City State Zip Code

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Contract/MOU)

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

Actual Payment \$ _____
(Same amount as 2076B if needed)
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

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

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

Authorized Signature Title Date

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

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____

Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

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

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **DPSS 2076A, 2076B** (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.

[see method, time, and schedule/condition of payments].

(Please type or print information on all DPSS Forms.)

DPSS 2076A

CONTRACTOR PAYMENT REQUEST**"Remit to Name"**

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (required). **Original Signature needed for payment.**

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

Riverside County Office Of Education Foster Youth Education Liaison

Riverside County Office of Education
P.O. Box 868
Riverside, CA 92502
FOSTER YOUTH EDUCATION LIAISON
Division of Student Programs & Services

Exhibit B

Job Purpose:

The purpose of Foster Youth Education Liaison is done for the purpose of acting as a liaison between school, group homes, placing agencies and others to ensure that educational needs of students in foster care are being met.

Application

Procedure: You must apply on-line via our Web site at www.rcoe.us. For your convenience, you can access the Internet application site from any location. The applicant is responsible for assuring that Personnel receive the online submission of their application before the deadline date. Applicants must be sure they are submitting a complete application packet with all required documents. Incomplete application packets will not be considered. For questions, you can contact Personnel Services at Riverside County Office of Education, 3958 Twelfth Street, Riverside, CA 92501, (951) 826-6666.

Selection

Process: Applications will be screened for satisfaction of minimum qualification standards. Those applicants evidencing the best qualifications will be invited for a panel interview evaluation. The interview panel will provide the Division Head with top candidates for final selection. All candidates will be notified via e-mail following final selection.

fringe Benefits:

Employee and dependant health, dental and vision insurance up to the cap amount; and employee fully paid life insurance.

Functions:

- Knowledge of the federal and state regulations and laws affecting the education of foster children including children with special needs.
- Knowledge of the education system with a focus in special education.
- Ability to communicate effectively in English, both orally and in writing.
- Ability to facilitate meetings, develop and make oral presentation to groups.
- Ability to establish and maintain rapport with those contacted in the course of work.
- Develop policies and procedures for the purpose of determining the needs for individual foster and group home youth.
- Coordinate the planning and implementation of all services, including tutorial, Health and Education Passports, vocational and independent living skills, and other services provided to youth in foster and group home care.

- Act as a liaison to all district superintendents and school personnel, county schools, group home providers, foster parents, and youth to ensure appropriate and timely admissions, transitions, and discharges to/from schools in Riverside County.
- Provide leadership to Education and other agency partners for the purpose of facilitating collaboration and ensuring full integration of services.
- Provide consultation on issues related to education, special education, educational due process for student discipline and on programs and services offered in alternative education.
- Design and implement multi-agency training to ensure that services conform to county, state, and federal guidelines.
- Collect data and prepare documents and reports for the purpose of program evaluation.
- Plan and implement training related to special education for foster placement staff and other professionals and paraprofessionals.
- Attend Individual Education Plan (IEP) meetings for foster children.
- Ability to operate a computer and associated software.

JOB REQUIREMENTS - MINIMUM QUALIFICATIONS, SKILLS, KNOWLEDGE, AND ABILITIES

SKILLS are required to perform multiple highly complex technical tasks with an occasional need to upgrade skills due to changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: operate word processing applications including spreadsheets; exercise sound judgment in interpreting and applying existing laws, policies, rules, regulations, procedures in carrying out assigned duties.

KNOWLEDGE of federal and state regulations and laws affecting the education of foster children including children with special needs; education system with a focus in special education; subject areas appropriate for the level and functioning of individuals with exceptional needs. Knowledge is also required to perform basic math including calculation of fractions, percents and/or ratios; interpret written procedures, write routine documents and speak clearly; and understand multiple step instructions.

ABILITY to communicate effectively in English, both orally and in writing; facilitate meetings, develop and make oral presentation to groups; operate a computer and associated software; work independently or part of a team; develop and provide a wide variety of activities and tasks in order to meet program objectives.

RESPONSIBILITIES: Includes working under standardized instructions and/or routines; leading, guiding and/or coordinating other persons; and operating within a defined budget and/or financial guidelines. Utilization of resources from other work units may be required to perform the job's functions.

WORKING ENVIRONMENT: The usual and customary methods of performing the job's functions requires the following physical demands: hearing and speaking to exchange information and make presentations; dexterity of hands and fingers to operate a computer keyboard; driving a vehicle to conduct work; seeing to conduct inspection of data; and occasional lifting record boxes and bending or reaching for files. Generally the job requires 10% sitting, 40% walking and 50% standing. The work is performed under minimal temperature variations, a generally hazard free environment, and in a clean atmosphere.

EXPERIENCE: A minimum of two years experience as a special education class room teacher.

EDUCATION: Bachelors of Art Degree from an accredited college/university in social science, liberal studies, or a related field is required. MA is desirable.

CREDENTIALS: Possession of a valid California Special Education Credential authorizing service as a resource specialist. You must provide copies of permit/credential as required for position or provide evidence of qualifying for required permit/credentials with your application materials to qualify for the position.

LICENSES: Valid California Driver's License. **CLEARANCES:** Fingerprint Clearance
B Clearance

This organization complies with the following policies and practices

This organization is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, creed, age, gender or disability. This organization complies with the Americans with Disabilities Act. Persons who may need some accommodation in the hiring process should contact the personnel office. This organization is a drug free and tobacco free workplace. Candidates shall be required to submit proof of U.S. Citizenship or legal U.S. residence if hired. Minimum age requirement is (a) 18 or (b) 16 with either a work permit, high school diploma, or High School Certificate of Proficiency.

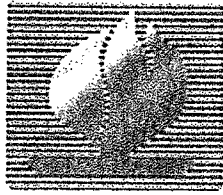


Exhibit C

RIVERSIDE COUNTY OFFICE OF EDUCATION

Kenneth M. Young
Riverside County Superintendent of Schools

SCHOOL COUNSELOR – ALTERNATIVE EDUCATION

Division of Student Programs and Services

POSITION DESCRIPTION:

Under direction, provide behavioral and educational counseling to individuals and small groups of students; assist students in understanding and seeking solutions to social, emotional, or academic problems and issues; serve as a resource pertaining to student behavior management strategies, and welfare and attendance problems and concerns; and other related functions as required. General administrative supervision is provided by the Executive Director of Alternative Education and related Coordinator/Principals. This position is designated as a certificated management position and is part of the management leadership team.

FUNCTIONS:

- Familiar with the framework of Competency-based Counseling and the National Counseling Standards.
- Understand academic parameters for high school matriculation, California Content Standards, California Exit Examination demands, and university and state college entrance processes and requirements.
- Utilize a database environment to track student academic progress and manage transcript records.
- Conduct structured, goal-oriented counseling sessions in a systematic response to the identified needs of students.
- Construct individualized development programs for students, helping them visualize and establish their education goals.
- Provide orientation, career and group activities to promote self-direction for academic/career planning.
- Adept with basic computer technology, database applications and a windows environment.
- Disseminate information concerning school offerings, opportunities for further education, careers and career training, and community special service which are available to the student.
- Maintain cooperative liaison between the school and community-based agencies and make appropriate referrals.
- Advise pupils relative to college, vocational or other post-high school plans.
- Refer students and their parents to appropriate specialist, special programs or outside agencies.
- Write letters of recommendation for college admission purposes or to potential employers and military service personnel for both current and past students.
- Maintain statistics necessary for annual reports, projected enrollment, etc.
- Attend professional meetings, school functions and public meetings as a representative of the school or guidance department.
- Administer group-standardized tests in accordance with district testing programs.
- Maintain professional competence through participation in in-service education activities provided by the district or in self-selected professional growth activities.
- Attend staff meetings and serve on staff committees as necessary or assigned.
- Assist students in the transition from one school level to another, from one school to another school, and from school to employment.
- Confer with parents by telephone or in person regarding problems with individual pupils and serves as liaison between parents and teachers to facilitate resolutions.
- Provide direct guidance and counseling services which are relevant to the sequential development of students as related to educational, social and vocational objectives.

- Coordinate with teachers, resource specialists and/or community (e.g. courts, child protective services, etc.) for the purpose of providing requested information, gaining needed information and/or making recommendations.
- Counsel students, parents and guardians for the purpose of enhancing student success in school.

MINIMUM QUALIFICATIONS:

KNOWLEDGE of principles, methods, techniques, strategies and trends in educational, social and emotional adjustment counseling; applicable and appropriate aptitude, interest, and achievement appraisal instruments, techniques, and procedures; social and youth service agencies in the local area; social emotional and behavioral characteristics of adolescent students; program evaluation and research techniques, strategies and procedures; appropriate curriculum and instructional programs pertaining to students with a variety of aptitudes and varying interests; and Section 504 Plan and individual educational plans.

SKILLS are required to perform multiple non-technical tasks with a need to occasionally upgrade skill order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: Ability to effectively plan, develop, implement, and direct programs related to a comprehensive student education program; ability to establish and maintain effective working relationships with staff, county office, school district personnel, business community, and other related individuals; and ability to participate with all service area units to promote interdepartmental cooperation and efficiency; ability to facilitate change in others by utilizing effective communication and group process techniques. In working with others, problem solving is required to analyze issues and data, create plans of action and reach solutions.

ABILITY to coordinate activities; establish work priorities; prepare clear, concise and comprehensive reports and recommendations; work effectively with at risk students in a multicultural environment; communicate effectively orally and in writing. Bilingual (English/Spanish) skills preferred. Ability to travel by commercial carrier to assignments and training both in and out of state.

WORKING ENVIRONMENT:

The usual and customary methods of performing the job's functions requires the following physical demands: Hearing and speaking to exchange information and make presentations; dexterity of hands and fingers to operate a computer keyboard; driving a vehicle to conduct work; seeing to conduct inspections of data and school sites; some lifting, carrying, pushing, and/or pulling is required; some climbing, balancing, stooping, kneeling, and crouching. Generally the job requires 60 percent sitting, 25 percent walking, 15 percent standing. The job is performed under minimal temperature variations, in a generally hazardous environment, and in a clean atmosphere.

EXPERIENCE:

A minimum of five (5) years counseling at the secondary level required, preferably with Alternative Education and demonstrated experience with development of master schedule. Career guidance counselor experience preferred.

EDUCATION:

Master's degree from an accredited College/University in psychology, counseling and guidance or a closely related field is required. Doctorate degree from an accredited institution in a related field desirable.

CERTIFICATES/CREDENTIALS/LICENSES:

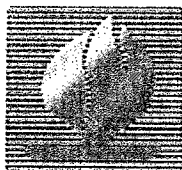
California Pupil Personnel Services with an emphasis in school counseling, or other valid California credential with an authorization in school counseling. CPR and First Aid certification are highly desirable.

Valid California Driver's License required.

SALARY SCHEDULE:

Range: Master's - 20 (plus annual \$1,200 Doctorate stipend)

Exhibit D



RIVERSIDE COUNTY OFFICE OF EDUCATION

Kenneth M. Young
Riverside County Superintendent of Schools

ATTENDANCE / REGISTRATION TECHNICIAN

POSITION DESCRIPTION:

The job of Attendance/Registration Technician is done for the purpose of ensuring accurate attendance accounting within programs operated by the Riverside County Office of Education; providing general clerical support, information and/or direction as may be assigned; resolving attendance related issues; ensuring compliance with state reporting and documenting requirements; and conveying attendance related information to appropriate parties.

FUNCTIONS:

- Assists other personnel for the purpose of supporting them in the completion of their work activities.
- Communicates with program staff, employees, etc. for the purpose of resolving problems and coordinating activities and processes.
- Compiles student records (e.g., birth certificates, transfers, transcripts, and immunization, etc.) for the purpose of meeting State, Federal and/or district requirements.
- Ensures accuracy of attendance records (e.g., verification of forgeries, truancies, etc.) for the purpose of complying with State laws governing attendance accounting.
- Maintains documents, files and records (manual and computerized) for the purpose of providing up-to-date reference and audit trail for compliance.
- May participate in in-service training to district office and school site staff for the purpose of ensuring accurate attendance accounting within the district.
- Monitors assigned district activities and/or program components (e.g., attendance submission timelines, reporting timelines) for the purpose of coordinating activities and ensuring compliance with established financial, legal and/or administrative requirements.
- Operates automated student attendance system and other software as needed for the purpose of accurate tracking and documentation of student attendance information.
- Prepares written materials (e.g., reports, memos, letters, etc.) for the purpose of documenting activities, providing written reference and/or conveying information.
- Processes documents and materials for the purpose of disseminating information to appropriate parties.
- Researches discrepancies of attendance information and/or documentation (e.g., purchase orders, invoices, etc.) for the purpose of ensuring accuracy and adherence to procedures prior to processing for action.
- Responds to inquiries of staff for the purpose of providing information and/or direction.

MINIMUM QUALIFICATIONS:

KNOWLEDGE is required to perform algebra and/or geometry; interpret written procedures, write routine documents and speak clearly; and analyze situations to define issues and draw conclusions. Specific knowledge required to satisfactorily perform the functions of the job includes: demonstrated knowledge of general principles of computer procedures; computer control systems; modern office methods; basic accounting procedures; knowledge of student attendance and registration procedures desirable.

SKILLS are required to perform multiple technical tasks with an occasional need to upgrade skills due to changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: operate data entry equipment including desktop computers, scanners, and printers; perform arithmetical computation; compile and interpret statistical data.

ABILITY is required to schedule activities; often gather, collate, and/or classify data; and coordinate a number of factors in the use of equipment. Flexibility is required to work with others under a variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using

standard methods of operation. Ability is also required to work with a diversity of individuals; work with data of different types and/or purposes; and utilize job-related equipment. In working with others, some problem solving is required to analyze issues, create plans of action and reach solutions; with data it is limited; and with equipment it is moderate. Specific abilities required to satisfactorily perform the functions of the job include: communicate effectively both orally and in writing; proper English usage including spelling and grammar.

WORKING ENVIRONMENT:

The usual and customary methods of performing the job's functions requires the following physical demands: occasional lifting, carrying, pushing and/or pulling; some climbing and balancing; some stooping, kneeling, crouching and/or crawling; significant reaching, handling, fingering and/or feeling. Generally the job requires 80% sitting, 10% walking and 10% standing. The job is performed under minimal temperature variations, a generally hazard free environment, and in a clean atmosphere.

EXPERIENCE:

Job related experience is desired. One-year experience in computer applications preferably related to educational attendance accounting.

EDUCATION:

High school diploma or equivalent

CERTIFICATES/CREDENTIALS/LICENSES:

Valid California driver's license is required

PREEMPLOYMENT:

- Fingerprint clearance
- TB clearance
- Required testing

SALARY RANGE:

Classified Salary Schedule

Range: 21

Exhibit E

**ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Riverside County Superintendent of Schools

NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII 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; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic 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 ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Director's Signature

Address of Vendor/Recipient

(08/13/01)

CR50-Vendor Assurance of Compliance