

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



ITEM
3.27
(ID # 5395)

MEETING DATE:

Tuesday, December 5, 2017

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: PUBLIC SOCIAL SERVICES: Two-Year Agreement (AA-03603) with Steven Beck Consulting, LLC, for Leadership Training, via the competitive bid process. [District: All]; [Total Cost \$200,000 - 55.1% Federal, 19.72% State, 4.01% County, 20.87% Realignment, 0.3% Other]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to sign the professional service agreement with Steven Beck Consulting, LLC, for two (2) years, not to exceed the total maximum obligation of \$200,000; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel, to sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% of the total amount, through June 30, 2019.

ACTION: Policy


Susan Von Zabern, Director of Public Social Services 10/5/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 5, 2017
xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board


Deputy
3.27

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 100,000	\$ 100,000	\$ 200,000	\$ 0
NET COUNTY COST	\$ 4,010	\$ 4,010	\$ 8,020	\$ 0
SOURCE OF FUNDS: Federal Funding: 55.10%; State Funding: 19.72%; County Funding: 4.01%; Realignment Funding: 20.87%; Other Funding: 0.30%			Budget Adjustment:	No
			For Fiscal Year:	17-18, 18-19

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Department of Public Social Services (DPSS) currently has a two-year contract in place with Steven Beck Consulting, LLC, (CS-03449) to provide the Q12® Strengths-Based Leadership Training to 215 managers/supervisors of the Children Services Division (CSD). DPSS identified a need to develop more effective leadership skills for all divisions, in addition to CSD. DPSS is requesting a new contract (AA-03603) to expand the Steven Beck Consulting training over a two (2) year period, for approximately 510 additional DPSS managers/supervisors. The total aggregate cost to expand the leadership training services to all DPSS units is \$200,000.

During the two-year period of this contract, members of DPSS management and staff development will be trained and provided opportunities to develop the skills needed to deliver the Q12 Strengths-Based Leadership training to DPSS staff. This will allow the Department to maintain an ongoing employee engagement program without a long-term dependence on an outside vendor.

Studies have shown that high levels of stress, burnout and staffing shortages contribute to declining job satisfaction and retention levels in the department. These factors negatively affect customer service outcomes. DPSS proposes to improve outcomes for customers through implementation of the strength-based leadership training initiative based on the Gallup Organization's well-established work in this area.

The Gallup Q12® Leadership Training will have a direct impact on staff engagement and commitment, retention rates, and customer service. These factors should lead to better outcomes for the customers served by DPSS.

The objectives include:

- Increasing manager and supervisor capacity to lead others effectively and increase staff engagement.
- Providing tools to increase the retention of DPSS staff.
- Increasing employee satisfaction through the creation of a strength-based culture.
- Increasing personal accountability of managers and supervisors for staff they manage.

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- Improving work environment for DPSS staff.

Impact on Residents and Businesses

The strength-based leadership education is an investment in the county with increased retention for DPSS staff. This evidence-based training is proven to reduce employee turnover, thus saving the county money on repeatedly hiring and training existing positions.

SUPPLEMENTAL:

Additional Fiscal Information

Funding for this agreement was budgeted through the normal county budget process. Funds for this agreement have been allocated for FY 17/18 and 18/19. Budget adjustments are not necessary.

The total aggregate cost for the new leadership training is \$200,000. The annual amount for this agreement is as follows:

Fiscal Year	Amount
FY 17/18	\$100,000
FY 18/19	\$100,000
Total Contract:	\$200,000

Contract History and Price Reasonableness

On July 21, 2016, County Purchasing released a Request for Information (RFI) # DPARC-517A to identify vendors to provide the Gallup Q12® Leadership Training services on the Public Purchase website. The RFI closed on July 27, 2016 and several responses were received.

On July 29, 2016, County Purchasing posted a Request for Quote (RFQ) # DPARC-517B for Q12® Leadership Training on the Public Purchase website to over 200 agencies including the vendors who responded to the RFI.

The RFQ closed on August 12, 2016 and three (3) proposals were received in response to the bid:

- Steven Beck Consulting LLC
- Starlight Education Inc.
- Resource Development Associates

A clarification was sent to Steven Beck and Starlight. Based on final responses received during the clarification phase, it was determined that Steven Beck Consulting, LLC, was the lowest responsive/responsible vendor. The table below shows the Unit of Service Cost rate for each vendor:

Unit of Service Description	Steven	Starlight	Resource
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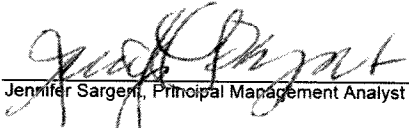
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	Beck		Development Associates
Cost per 4 hour half-day session for managers/supervisors (groups of 20-25)	\$90 per participant	\$150 per participant	\$390 per participant
Cost per 4 hour half-day session for training/coaching executives	\$90 per participant	\$375 per participant	\$147 per participant


ATTACHMENTS (if any, in this order):

1. Professional Services Agreement with Steven Beck Consulting # AA-03603 (4 copies)

SvZ:ts


Jennifer Sargent, Principal Management Analyst

11/27/2017


Tina Grande, Assistant Purchasing Director

11/1/2017

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

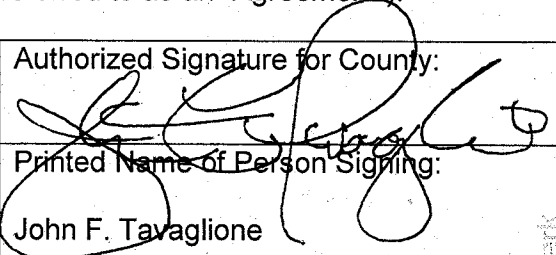
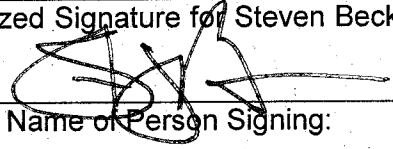
AGREEMENT: AA-03603
CONTRACTOR: Steven Beck Consulting LLC
EFFECTIVE: Upon Execution – June 30, 2019
MAXIMUM AGGREGATE AMOUNT: \$200,000

WHEREAS, the County of Riverside, ("County") through its Department of Public Social Services, (hereinafter referred to as "DPSS") desires to provide strengths-based leadership development training;

WHEREAS, Steven Beck Consulting LLC (hereinafter referred to as the "Contractor") is qualified to provide strengths-based leadership development training;

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

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

Authorized Signature for County: 	Authorized Signature for Steven Beck Consulting LLC 
Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: Steven Beck
Title: Chair, Board of Supervisors	Title: Consultant
Address: 4080 Lemon Street Riverside, CA 92501	Address: 25422 Trabuco Road Lake Forest, CA 92630
Date Signed: DEC 05 2017	Date Signed: 10/31/17


FORM APPROVED COUNTY COUNSEL
 BY:  10/30/17
 THOMAS OH DATE

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List of Exhibits

Exhibit A- DPSS 2076A & Instructions

TERMS AND CONDITIONS

I. DEFINITIONS

- A. "Contractor" refers to Steven Beck Consulting LLC and its employees, agents and representatives providing services under this Agreement.
- B. "County and/or DPSS" refers to the County of Riverside and its Department of Public Social Services, respectively which has administrative responsibility for this Agreement.
- C. Strengths-based leadership training refers to the Gallup leadership paradigm that prescribes to the foundational tenets of employee engagement.
- D. Q12 refers to the use of the Gallup 12 question survey/assessment which measures employee engagement.
- E. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- F. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- G. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. OBJECTIVES

The objectives include:

- A. Increasing employee engagement through the development of a strengths-based leadership culture;
- B. Providing the leadership team with the tools and resources to effectively manage teams;
- C. Based on the Q12 results, guiding the leadership team in the development of actionable plans that advance employee engagement;
- D. Improving business outcomes by reducing employee turnover;
- E. Improving the division performance through the enhancement of the skills of the leadership team.

III. DPSS RESPONSIBILITIES

- A. Assign staff to be the liaison between the DPSS and the Contractor;
- B. Coordinate with the Contractor to establish the dates, times and location for each training;
- C. Coordinate with the Contractor to establish audio/video equipment for the training;
- D. Provide each training participant a new book, "*First Break all the Rules*," and;
- E. Monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor

through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.

IV. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

The Contractor shall provide the following roles and responsibilities:

1. Facilitate Training for approximately 510 DPSS managers and supervisors on the principles of strengths-based leadership utilizing the *Q12 Key Elements* training principles;
2. Conduct half-day training sessions on the foundational concepts of strengths-based leadership for groups of 20-25 supervisors and managers. Each participant will receive one half-day training per module;
3. Conduct half-day executive coaching sessions over the term of the agreement for the DPSS executive team members;
4. Identify the facets of team engagement and define areas for development and improvement;
5. Guide the development of individual action plans for supervisors and managers that improve employee engagement;
6. Provide course materials for the strengths-based leadership development training;
7. Conduct training at various DPSS Sites throughout Riverside County, which may include travel miles to offices as far as Blythe, California (near the Arizona border);
8. Conduct training during regular business hours Monday –Thursday, 8:00 AM to 12:00 PM noon and 1:00 to 5:00 PM;
9. Conduct a participant satisfaction survey for all participants at the end of the training.
10. The Contractor shall have:
 - a. Ten (10) years of experience facilitating Gallup Q12® strengths based leadership courses.
 - b. Certification through The Gallup Organization as a strengths based leadership coach.
 - c. Five (5) years of experience developing workshops and training modules for managers and executives.
 - d. Ability to compile and analyze the results of the Q12 employee engagement survey.
 - e. Experience guiding teams through the development and implementation of leadership development plans.
 - f. Experience providing strengths based leadership training to county organizations.

B. FISCAL

1. MAXIMUM AGGREGATE AMOUNT

Total payment under this Agreement shall not exceed in aggregate \$200,000.

Annually, payments shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2017 through June 30, 2018	\$100,000.00
July 1, 2018 through June 30, 2019	\$100,000.00
Total Contract:	\$200,000.00

2. UNIT OF SERVICE COST RATE

Unit of Service Description	Unit of Service Rate
Cost per 4 hour half-day session for managers/supervisors (groups of 20-25)	\$90 per person per half day (4 hour) session.
Cost per session for training/coaching executives	\$90 per person per half day (4 hour) session.

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by participant sign-in sheet. The contractor must obtain signatures from all attendees for each day the class is in session. All sign-in sheets must be submitted before payment can be made. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
- b. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. The Contractor shall submit DPSS Forms 2076A, 2076B (if applicable) (**Exhibit A**), following the instructions set forth. **Exhibit A** is attached hereto and incorporated herein by this reference for request of all payments.
- d. 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.

4. FINANCIAL RESOURCES

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

5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$750,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or County funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or County funds under any County programs without prior approval of DPSS.

7. DISALLOWANCE

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

C. ADMINISTRATIVE

1. CONFLICT OF INTEREST

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

2. CONFIDENTIALITY

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

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

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

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

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

3. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its

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

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

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

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

4. INSURANCE

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

(1) Worker's Compensation:

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

(2) Commercial General Liability:

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

(3) Vehicle Liability:

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

b. General Insurance Provisions – All lines:

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

operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- (8) Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

5. LICENSES AND PERMITS

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

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

6. INDEPENDENT CONTRACTOR

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

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

7. ASSIGNMENT

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

8. SUBCONTRACT FOR SERVICES

a. The Contractor shall not enter into any subcontract with any subContractor who:

- (1) is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (2) has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- (4) has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.

d. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

9. DEBARMENT AND SUSPENSION

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

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

10. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

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

11. EMPLOYMENT PRACTICES

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

V. GENERAL

A. PERIOD OF PERFORMANCE

This Agreement shall be effective Upon Execution to June 30, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date of this Agreement and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

B. NOTICES

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

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

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

CONTRACTOR: Steven Beck Consulting LLC
Consultant
25422 Trabuco Road
Lake Forest, CA 92630

Contractor "Remit To" address:

Steven Beck Consulting
25422 Trabuco Road, Ste. 105
Lake Forest, CA 92630

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

C. AVAILABILITY OF FUNDING

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

D. DISPUTES

1. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the County's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
2. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

E. SANCTIONS

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

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

F. GOVERNING LAW

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

G. CONSUMER PRICE INDEX

No price increases will be permitted during the first year of the Agreement. All price decreases (for example, if Contractor offers lower prices to another governmental entity) will automatically be extended to the DPSS. The DPSS requires written proof satisfactory to DPSS of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index (CPI) for all consumers, all items for the Los Angeles, Riverside and Orange County, CA areas and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

H. MODIFICATION OF TERMS

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

I. NON-APPROPRIATION OF FUNDS

The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise

for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

J. TERMINATION

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

K. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: A

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

From: Steven Beck Consulting
Remit to Name
25422 Trabuco Road, Suite 105, Lake Forest, CA 92640
Address
Contractor Name
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

- Advance Payment \$ _____
(if allowed by Contract/MOU)
- Actual Payment \$ _____
(Same amount as 2076B if needed)
- Unit of Service Payment \$ _____ # of Units) X _____ (\$) _____
- _____ # of Units) X (\$) _____ # of Units) X _____ (\$) _____
- _____ # of Units) X (\$) _____ # of Units) X _____ (\$) _____

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

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

Authorized Signature Title Date

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

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

Exhibit A

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

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

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

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

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

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

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

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

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

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