

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



ITEM: 3.20
(ID # 18618)

MEETING DATE:

Tuesday, April 12, 2022

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve Amendment No. 1 to the Agreement (DPSS-0003472) with MarSell Consulting and MHS and Amendment No. 3 to the Agreement (CS-03727-03) with Cox Romain Psychological Services for Domestic Violence Services; All Districts. [Total Aggregate Cost: \$857,495 and up to \$171,499 in additional compensation; Funding: 41% Federal, 55% Realignment, 4% County]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 1 to the Agreement DPSS-0003472 with MarSell Consulting and MHS for Domestic Violence Services and increase the total contract aggregate amount by \$166,400 from \$483,600 to \$650,000 through the current expiration date of June 30, 2022;
2. Approve Amendment No. 3 to the Agreement CS-03727-03 with Cox Romain Psychological Services for Domestic Violence Services and increase the total contract aggregate amount by \$24,930 from \$182,565 to \$207,495 through the current expiration date of June 30, 2022;
3. Authorize the Chair of the Board to sign both Amendments for MarSell Consulting and MHS #DPSS-0003472 and Cox Romain Psychological Services #CS-03727-3 on behalf of the County; and
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the contracts.

ACTION:Policy

Jennifer Claar

Jennifer Claar, Managing Director of DPSS

3/17/2022

Synthia M. Guzel

Synthia M. Guzel, Chief Deputy County Counsel

3/29/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 12, 2022
xc: DPSS

Kecia R. Harper
Clerk of the Board

By: *[Signature]*
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$191,330	\$	\$191,330	\$0
NET COUNTY COST	\$7,653	\$	\$7,653	\$0
SOURCE OF FUNDS: 41% Federal, 55% Realignment, 4% County			Budget Adjustment:	No
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Department of Public Social Services (DPSS) has continued to experience a rise in client services for the domestic violence programs throughout Riverside County during the ongoing COVID pandemic. The need for continued services relating to individuals and group counseling services for victims/survivors, perpetrators and their families have impacted our three (3) vendors: MarSell Consulting and MHS, Cox Romain Psychological Services and Perris Valley. With Perris Valley not renewing their contract and downsizing clients, the increased workload will shift to the remaining two (2) vendors to absorb new clients. The demand in services with MarSell Consulting and MHS has increased by 58% from October 2020 to December 2021, resulting in an additional 3,916 clients served. The availability of telehealth services has reduced transportation barriers to service utilization, as well as cancellations/no shows. To meet the increasing demands for domestic violence services, DPSS requests an amendment to increase MarSell's existing domestic violence contract budget from \$483,600 to \$650,000, and Cox Romain's existing domestic violence contract budget from \$182,565 to \$207,495 to ensure provision of these critical services.

Impact on Residents and Businesses

The Domestic Violence Programs provide much needed assistance to individuals and group counseling services countywide to victims/survivors, perpetrators, and their families. These services continue the Department's objectives to ensure the safety and well-being of children, strengthen parental relationships, improve parenting skills, and increase relationship skills within the family unit to prevent child abuse and neglect, while promoting timely family reunification when children must be separated from their parent.

Additional Fiscal Information

The total annual payments to MarSell Consulting and MHS not to exceed \$650,000.

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2021 through June 30, 2022	\$650,000
Total	\$650,000

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The total annual payments to Cox Romain Psychological Services not to exceed \$207,495:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
October 1, 2017 through June 30, 2018	\$17,025
July 1, 2018 through June 30, 2019	\$22,700
July 1, 2019 through June 30, 2020	\$22,700
July 1, 2020 through June 30, 2021	\$60,070
July 1, 2021 through June 30, 2022	\$85,000
Total	\$207,495

Contract History and Price Reasonableness

On February 9, 2017, Riverside County Purchasing Department issued a formal Request for Proposal (RFP), DPARC-524, for Domestic Violence Counseling Services. On September 26, 2017, Agenda Item 3.16, the Board of Supervisors approved and executed three contracts. The awarded vendors were: Olive Branch Counseling Center in Zone 1(Riverside Metro); Perris Valley Recovery Program, Inc., in Zone 2 (Mid County); and Cox Romain Psychological Services, LLC, in Zone 3 (Western and Southwest County).

In June of 2020, Olive Branch requested to terminate their contract. On June 8, 2021, Agenda Item 3.28, the Board of Supervisors approved the second amendment to the contracts with Perris Valley Recovery Program, CS-03725, and Cox Romain Psychological Services, CS-03727, to redistribute the funding and caseload from Zone 1 to Perris Valley and Cox Romain.

Subsequently in June 2021, Cox Romain and Perris Valley indicated that they did not have the capacity to handle the volume of clients requiring services. DPSS reached out to MarSell Consulting and MHS to assist with the increased caseload. Through a sole source justification, on December 7, 2021, Agenda Item 3.33, the Board of Supervisors approved and executed the agreement with MarSell Consulting and MHS for Domestic Violence Services. The approval of this agreement ensured continued domestic violence services without interruption.

ATTACHMENTS:

- A. Amendment No. 1 – DPSS-0003472 – MarSell Consulting and MHS, Domestic Violence
- B. Amendment No. 3 – CS-03727-03 – Cox Romain Psychological Services, Domestic Violence

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Erianna Lontajo, Principal Management Analyst 4/6/2022

**COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMENDMENT No.1
PROFESSIONAL SERVICES AGREEMENT WITH
MARSELL CONSULTING AND MHS
DOMESTIC VIOLENCE**

PROFESSIONAL SERVICE AGREEMENT: DPSS-0003472

EFFECTIVE PERIOD: July 1, 2021 through June 30, 2022

EFFECTIVE DATE OF AMENDMENT: Effective Upon Signature

MAXIMUM AGGREGATE REIMBURSABLE AMOUNT: \$650,000

This Amendment No.1 to Agreement #DPSS-0003472 for Domestic Violence Services is made and entered into by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (hereinafter referred to as "**COUNTY**", and/or "**DPSS**") and MarSell Consulting and MHS, a California Corporation, (herein referred to as "**CONTRACTOR**").

WHEREAS, COUNTY and CONTRACTOR previously entered into that certain Professional Services Agreement for Domestic Violence Services, approved by the Riverside County Board of Supervisors on December 7, 2021, Agenda Item 3.33 and effective July 1, 2021 through June 30, 2022, and;

WHEREAS, DPSS and CONTRACTOR desire to modify and increase the annual maximum reimbursable amount, subsequently increasing the total aggregate amount;

NOW, THEREFORE, DPSS and CONTRACTOR agree to amend that certain Agreement according to the terms and in the manner set forth herein:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Amend** Section 20. "Professional Liability" of the Agreement by deleting in its entirety and is replaced with the following:

"CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of

Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the COUNTY as Additional Insureds.”

3. **Amend** Schedule A. “PAYMENT PROVISIONS”, Section A.1 “Maximum Amounts-Annual Total.” Delete Subsection A.1 in its entirety and replace with the following:

A.1 MAXIMUM AMOUNTS – ANNUAL TOTAL

The total annual payment to CONTRACTOR shall not exceed:

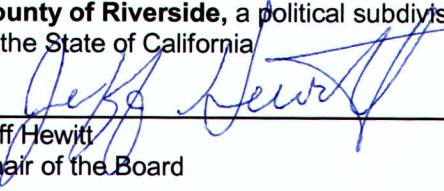
FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2021 through June 30, 2022	\$650,000
Total	\$650,000

4. **Signed in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
5. **Electronic Signatures.** Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the- electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
6. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
7. **Effective Date.** This Amendment No.1 shall become effective upon signature of both parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Amendment No. 1 to the Agreement.

County of Riverside, a political subdivision
of the State of California



Jeff Hewitt
Chair of the Board

APR 12 2022

Date

MarSell Consulting and MHS, a California
Corporation



Martinez I. Sellers

Martinez I. Sellers
Chief Executive Officer

Mar 9, 2022

Date

ATTEST: Kecia R. Harper, Clerk

By: 

Approval as to Form
Gregory P. Priamos
County Counsel

Katherine Wilkins
By: _____
Katherine Wilkins
Deputy County Counsel IV

Mar 9, 2022

Date

**COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT WITH
COX ROMAIN PSYCHOLOGICAL SERVICES**

PROFESSIONAL SERVICE AGREEMENT: CS-03727-03

EFFECTIVE PERIOD: October 1, 2017 – June 30, 2022

EFFECTIVE DATE OF AMENDMENT: Effective Upon Signature

MAXIMUM AGREEGATE REIMBURSABLE AMOUNT: \$207,495.00

This Amendment No. 3 to Agreement CS-03727, for Domestic Violence Services is made and entered into by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (hereinafter referred to as “**COUNTY**” and/or “**DPSS**”) and Cox Romain Psychological Services, a California limited liability corporation, (herein referred to as “**CONTRACTOR**”).

WHEREAS, DPSS and CONTRACTOR previously entered into that certain Agreement for Domestic Violence Services, approved by the Riverside County Board of Supervisors on September 26, 2017, Agenda Item 3.16 and effective October 1, 2017 (herein after referred to as “Agreement”); and,

WHEREAS, DPSS and CONTRACTOR previously entered into that certain Amendment No. 1, CS-03727-01, executed on November 28, 2018; and

WHEREAS, DPSS and CONTRACTOR previously entered into that certain Amendment No. 2, CS-03727-02, executed on June 8, 2021; and

WHEREAS, DPSS and CONTRACTOR desire to modify and increase the annual maximum reimbursable amount, subsequently increasing the total aggregate amount;

NOW, THEREFORE, DPSS and CONTRACTOR agree to amend the Agreement with respect to the provision as set forth below:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
2. Section V. ‘CONTRACTOR RESPONSIBILITIES’, Subsection H. FISCAL; Subsection 1 is deleted and replaced with the following:
 - 1) “MAXIMUM AGGREGATE AMOUNT” to read:
Total payment under this Agreement shall not exceed in aggregate \$207,495.00.
Annually, payments shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
October 1, 2017 through June 30, 2018	\$17,025
July 1, 2018 through June 30, 2019	\$22,700
July 1, 2019 through June 30, 2020	\$22,700
July 1, 2020 through June 30, 2021	\$60,070
July 1, 2021 through June 30, 2022	\$85,000
Total	\$207,495

2. Signed in Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
3. Electronic Signatures. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the- electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
4. Miscellaneous: All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
5. Effective Date: This Amendment No. 3 shall become effective upon signature.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the parties have executed this Amendment No. 3 to the Agreement.

County of Riverside, a political subdivision
of the State of California

Cox Romain Psychological Services, a
California limited liability corporation



Jeff Hewitt
Chair of the Board

Lisa Romain

Lisa Romain
President/CEO

APR 12 2022

Date

Mar 11, 2022

Date

ATTEST: Kecia R. Harper, Clerk

By: 

Approval as to Form
County Counsel

Katherine Wilkins
By: _____
Katherine Wilkins, IV
Deputy County Counsel

Mar 14, 2022

Date