

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



ITEM: 3.43
(ID # 21822)

MEETING DATE:

Tuesday, May 23, 2023

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve the Professional Services Agreement # DPSS-0004724 with San Diego State University Foundation for Child Welfare Development Services (CWDS) for five years, effective July 1, 2023 through June 30, 2028. All Districts. [Total Aggregate Cost \$3,800,720; up to \$760,144 in additional compensation; 37% Federal, 3% State, 8% County, 52% Realignment]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement # DPSS-0004724 with San Diego State University Foundation for Child Welfare Development Services (CWDS) not to exceed \$760,144 annually for a total aggregate of \$3,800,720 for five years, effective July 1, 2023 through June 30, 2028; and authorize the Chair of the Board to sign the Agreement on behalf of the County, and;
2. 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%) annually.

ACTION:Policy

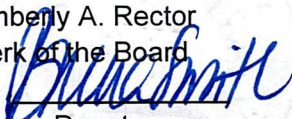

Charity Douglas, DPSS Director

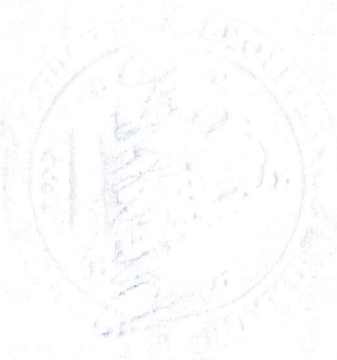
4/26/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: May 23, 2023
xc: DPSS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy



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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 760,144	\$ 3,800,720	\$ 0
NET COUNTY COST	\$ 0	\$ 60,812	\$ 304,058	\$ 0
SOURCE OF FUNDS: Federal 37%; State 3%; County 8%; Realignment 52%			Budget Adjustment:	No
			For Fiscal Year: 23/24-27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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

As the State implements new programs and services and as counties identify specific training needs, CWDS develops training curricula to assist counties with developing staff and preparing them for program and practice changes. For example, some of the recent training provided to DPSS' Children Services Division (CSD) staff by SDSUF-CWDS includes coaching to focus on implementation of Safety Organized Practice (SOP) and other issues including but not limited: best practice, case plan field tool, solution focused questions, engagement, time management, integrating training into practice, etc.

The attached agreement includes coaching and training for line-workers and supervisors, advanced training for social workers and supervisors, and participation in Simulation Site training. It is estimated that more than 1,500 CSD staff will receive training through one or more of the services offered in this contract. These trainings are intended to assist staff in implementing a variety of program and practice changes to enhance our ability to effectively serve children and families who come to the attention of DPSS' CSD.

DPSS negotiated the current agreement with SDSUF-CWDS without competition, in accordance with the California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, which states that the contract may be negotiated without formal advertising

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"for any services to be rendered by and federal, state or local government agency, public university, public college or other public educational institution".

Impact on Residents and Businesses

All coaching and training provided through this contract will enhance customer service to residents of the County of Riverside and is required to enable the Department to most effectively implement new approaches being adopted through the State.

Additional Fiscal Information

The Net County Cost (NCC) for this contract is within the department's budgeted amount.

The total aggregate shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2023 through June 30, 2024	\$760,144
July 1, 2024 through June 30, 2025	\$760,144
July 1, 2025 through June 30, 2026	\$760,144
July 1, 2026 through June 30, 2027	\$760,144
July 1, 2027 through June 30, 2028	\$760,144
Total	\$3,800,720

Contract History and Price Reasonableness

On June 5, 2018, Form-11 and agreement No. CS-03896 were approved and executed by the Board of Supervisors via agenda item 3.24 for a five-year term to provide (PCWTA) services. The state designated SDSUF as the regional PCWTA to support the training needs of county child welfare staff. The cost of these training services is based on standard university rates that are charged to all counties in our region.

Ordinance 459 (category II, d) allows for award of contracts with any federal, state, or local government agency without bidding due to the nature of collaboration and partnership of beneficial programs with government entities.

ATTACHMENT:

Attachment A: DPSS-0004724 San Diego State University Foundation

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STATE OF CALIFORNIA

Meghan Hahn
Meghan Hahn, Deputy Director of Procurement 4/27/2023

Brianne Lontajo
Brianne Lontajo, Principal Management Analyst 5/16/2023

Kristine Bell-Valdez
Kristine Bell-Valdez, Supervising Deputy County Counsel 5/10/2023

**County of Riverside Department of Public Social Services
Contracts Administration Unit
4060 County Circle Dr.
Riverside, CA 92503**

and

**San Diego State University Foundation
Child Welfare Development Services
DPSS-0004724**



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List of Schedules

- Schedule A – “Schedule, Terms, and Method of Payment”
- Schedule B – “Scope of Services”

List of Attachments

- Attachment I – Assurance of Compliance
- Attachment II– DPSS 2076A, DPSS 2076B & Instructions
- Attachment III-A – Coaching and Training Payment Schedule
- Attachment IV-A – Coaching Training Description

This Agreement is made and entered into this ____ day of _____, 2023__, by and between San Diego State University Foundation, a California nonprofit corporation, (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "CONTRACTOR" refers to San Diego State University Foundation, a California nonprofit corporation, including its employees, agents, representatives, subcontractors and suppliers.
- B. "COUNTY" refers to the County of Riverside.
- C. "DPSS" refers to the County of Riverside's Department of Public Social Services, which has administrative responsibility for this Agreement.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Schedule, Terms, and Method of Payment and as outlined and specified in Schedule B, Scope of Services and Attachment I Assurance of Compliance, Attachment II DPSS 2076A, DPSS 2076B & Instructions, Attachment III Coaching and Training Payment Schedule, Attachment IV Coaching and Training Description and Attachment V Deliverable Acceptance Sign Off.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective July 1, 2023 and continue through June 30, 2028, unless terminated earlier. The CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

The COUNTY shall pay the CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, Schedule, Terms, and Method of Payment. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to the COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY or DPSS 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. There shall be no legal liability for payment on the part of the COUNTY or DPSS beyond June 30 of each year unless funds are made available for such payment by the COUNTY Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. DPSS shall make all payments to the CONTRACTOR that were properly earned prior to the unavailability of funding.

6. TERMINATION

- A. Either party may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on the other party stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) business days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY.

C. After receipt of the notice of termination, CONTRACTOR shall:

- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
- (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

D. After termination, County shall pay Contractor, in accordance with this Agreement, for all work and services performed prior to termination, along with any un-cancelable Contractor expenses.

E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event the CONTRACTOR shall not be entitled to any further compensation under this Agreement.

F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

8. TRANSITION PERIOD

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

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

Contractor agrees that County shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by County in the performance of the scope of work using County 's facilities and personnel ("County Technology").

County agrees that Contractor shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor personnel and using Contractor facilities under this Agreement ("Contractor Technology"). Technology that is jointly developed by Contractor and County personnel, shall be jointly owned ("Joint Technology", and together with Contractor Technology and County Technology, "Technology"). Inventorship will be determined according to U.S. patent law. Contractor shall promptly notify the County's Principal Investigator in writing of any such inventions or discoveries.

Contractor shall grant to County an irrevocable, royalty-free, non-transferable, nonexclusive right and license to use, reproduce, make derivative works, display, and perform publicly any Contractor Technology first developed or delivered under this Agreement, for any non-commercial, academic, or research purposes. Contractor and County understand and agree that if applicable, any Prime County

has license rights to use Technology created or otherwise provided to County under this contract in accordance with any Prime Agreement.

Draft publications and/or presentations shall be submitted for review to County at least sixty (60) days prior to submission for publication and/or presentation. County reserves the right to comment and request reasonable modifications and/or redactions based upon the need to protect proprietary information, including other Protected Individual Information (PII), which would jeopardize County proprietary and protected information. Contractor will work with County to appropriately modify the proposed publication for the protection of proprietary information and/or data. The delay will not exceed 90 days total.

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

A. The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between Contractor and County and its affiliates. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research or other activities that may involve the same or similar subject matter as the scope of work, the conduct of which is outside and independent of this Agreement, provided that any such educational, research or other activities are not done in a manner that is inconsistent with the rights and obligations of the parties to this Agreement.

B. CONTRACTOR shall not, under any circumstances which could be perceived as an to influence the recipient in the conduct or his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

11. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting contractor performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.

B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.

C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.

D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.

E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess

and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY. COUNTY understands and accepts that the Contractor is legally mandated under the McKee Transparency Act (Cal. Ed. Code section 89913-89920 et seq) to provide records to all and any parties that request such records in at most ten days from such record request. This agreement and information provided to the Contractor, which was not clearly marked as "Confidential" will be readily provided to such requests when received by the SUBRECIPIENT. California Government Code Title 1, Division 10, Part 5, Chapter 13 Private records, Privileged Materials, and Other Records Protected by law from Disclosure, Section 7927-700, protects disclosure of personnel medical or other PII/PHI. The Contractor shall use its best efforts to give COUNTY at least five (5) calendar days' prior written notice of any such disclosure

13. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, CONTRACTOR shall defend, indemnify and hold COUNTY, their officers, agents and employees from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its respective officers, agents or employees.

To the extent permitted by law, COUNTY shall defend, indemnify and hold harmless the CONTRACTOR, the Trustees of the California State University, the State of California, the University, and the officers, employees, representatives and agent of each of them from and against any and all liability, loss expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its respective officers, agents or employees.

14. LICENSE

Subject to all limitations and restrictions contained herein, CONTRACTOR grants COUNTY a limited, nonexclusive and nontransferable right to access and operate the object code form of the software made available to COUNTY on a Software-as-a-Service basis (the "Application"), solely to utilize the Services. In no event will COUNTY disassemble, decompile, or reverse engineer the Application or permit others to do so. By signing this Agreement, COUNTY irrevocably acknowledges that, subject to the licenses granted herein, COUNTY has no ownership interest in the Software or related materials provided to COUNTY. CONTRACTOR will own all right, title, and interest in such Software and related materials, subject to any limitations associated with intellectual property rights of third parties. CONTRACTOR reserves all rights not specifically granted herein.

15. 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.

B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.

C. 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 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 to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 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) calendar days written notice shall be given to the COUNTY 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 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.

- E. CONTRACTOR shall have the right to meet the liability insurance requirements with the purchase of an Umbrella or Excess insurance policy. In all instances, the combination of primary and Umbrella or Excess liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. Such Umbrella or Excess coverage shall be following form to underlying coverage including all endorsements and additional insured requirements. This requirement shall also apply to any Umbrella or Excess liability policies. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.
- F. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- G. 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.
- H. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- I. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.
- J. 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.
- K. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

16. WORKER'S COMPENSATION

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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.

17. 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 Insureds.

18. **COMMERCIAL GENERAL LIABILITY**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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 \$2,000,000 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 include abuse and molestation insurance as an endorsement to the commercial general liability policy in a form and with coverage that are satisfactory to the County covering damages arising out of actual, threatened or allege physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature and retention of any person for whom the contractor is responsible including but not limited to contractor and contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the contractor, and the contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. 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. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

19. **PROFESSIONAL LIABILITY**

If, at any time during the duration of this Agreement and any renewal or extension thereof, the CONTRACTOR, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the CONTRACTOR shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for 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. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a 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 for a period of five (5) years beyond the termination of this Agreement.

20. **CYBER LIABILITY**

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain cyber liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and

shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

21. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor, and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

22. USE BY POLITICAL ENTITIES

At the request of another political entity, special district, and related non-profit entity located in Riverside County, CONTRACTOR agrees to extend materially similar pricing, terms, and conditions as stated in this Agreement, except that the pricing and terms may reflect reasonable adjustments in light of inflation, local operating costs, and product developments. It is understood that other such entities shall make purchases in their own name, make direct payment, and be liable directly to CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

23. LICENSES AND PERMITS

If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, COUNTY, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

24. NO DEBARMENT OR SUSPENSION

CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

25. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other

governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY EMPLOYMENT PRACTICES.

- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. 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; if applicable, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses, and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. 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.
- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

26. PERSONNEL

- A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
 - (1) All staff who work full or part-time positions by title, including volunteer positions;
 - (2) A brief description of the functions of each position and hours each position worked;
 - (3) The professional degree, if applicable and experience required for each position.
- B. COUNTY 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 occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. COUNTY shall notify 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, CONTRACTOR shall immediately remove that person from providing services under this Agreement.
- C. Background Checks
CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, CONTRACTOR shall have received a criminal records clearance from the State of California

Department of Justice (DOJ) or TrustLine. A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

27. MANDATED REPORTING

California law requires certain persons to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud. These individuals are known under the law as "mandated reporters." If CONTRACTOR is a "mandated reporter" in the state of California, CONTRACTOR understands and acknowledges his/her responsibility to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud in compliance with the applicable requirements under Penal Code Sections 11160-11164; 11165 -11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a "mandated reporter", CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent adult/elder abuse or fraud. The training must comply with the applicable Penal Code & Welfare Institutions Code sections

28. EMPLOYMENT PRACTICES

A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. 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; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners or discriminate between the domestic partners and spouses of those employees. 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.

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

E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

29. LOBBYING

A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

30. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

31. SUBCONTRACTS

C. CONTRACTOR shall not enter into any subcontract with any subcontractor who:

- (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
- (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, 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, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Is presently indicted 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; or
- (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.

32. SUPPLANTATION

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. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue.

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 COUNTY.

33. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

34. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

35. GOVERNING LAW

This Agreement shall be governed by 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 Superior Court for the State of California or the U.S. District Court located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

36. DISPUTES

A. Both parties shall attempt in good faith to resolve internally any dispute arising out of or relating to this Agreement through negotiations between authorized representatives of each respective Party in the normal course of business, before resorting to the pursuit of any other remedies available at law or in equity. In the unlikely event, if such dispute has not been resolved through negotiation, the Parties may seek resolution of the matter utilizing any or all remedies that they have available under the law including bringing an action in court.

B. 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.

37. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

38. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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 as Attachment III. CONTRACTOR will sign and date Attachment III and return it to COUNTY along with the executed agreement. 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.

B. Client Complaints

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. 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:

https://www.sccgov.org/ssa/info_notices/pub13_english.pdf

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Assurance and Review Services
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
assuranceandreview@rivco.org

C. Services, Benefits and Facilities

CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

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

D. Cultural Competency

CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between 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.

39. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail 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
Email: OperatingServicesContractPayments@rivco.org

CONTRACTOR:
Sandra M. Nordahl, CRA
Director, SR Contracting and Compliance
San Diego State University Foundation
5250 Campanile Drive
San Diego, CA 92182

With a copy to:
Director
Academy for Professional Excellence
6505 Alvarado Road, Suite 107
San Diego, CA 92120

CONTRACTOR "Remit To" address:
San Diego State University Foundation
5250 Campanile Drive
San Diego, CA 92182-1947

40. 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.

41. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. 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."

42. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

43. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof; and all prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for San Diego State University Foundation <i>Sandra M. Nordahl</i>	Authorized Signature for COUNTY <u><i>Kevin Jeffries</i></u> <small>Kevin Jeffries (May 24, 2023 15:28 PDT)</small>
Printed Name of Person Signing: Sandra M. Nordahl, CRA	Printed Name of Person Signing: Kevin Jeffries
Title: Director, Sponsored Contracting and Compliance	Title: Board of Supervisors, Chair
Date Signed: May 10, 2023	Date Signed: May 24, 2023

ATTEST:

Kimberly Rector
Clerk of the Board

By: *Breanna Smith*
Breanna Smith (May 24, 2023 15:25 PDT)
Deputy

Approval as to Form
Minh C. Tran
County Counsel

By: *KBV*
Kristine Bell-Valdez
Deputy County Counsel

Date: May 10, 2023

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2023 through June 30, 2024	\$760,144
July 1, 2024 through June 30, 2025	\$760,144
July 1, 2025 through June 30, 2026	\$760,144
July 1, 2026 through June 30, 2027	\$760,144
July 1, 2027 through June 30, 2028	\$760,144
Total	\$3,800,720

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

- A. The CONTRACTOR will be paid the actual amount of each approved monthly invoice as outlined in the Coaching and Training Payment Schedule (Attachment III). COUNTY may delay payment if the required supporting documentation is not provided, or other requirements are not met.
- B. All payment claims shall be submitted monthly no later than 30 days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- C. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A, 2076B (Attachment II).
- D. CONTRACTOR invoice estimates for May and June are due no later than June 5. Actual CONTRACTOR invoices for May and June are due no later than July 30.

A.3 FINANCIAL RESOURCES

During the term of this Agreement, the CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. The CONTRACTOR confirms there has been no material financial change in the CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.4 DISALLOWANCE

If the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement terms, the CONTRACTOR shall promptly refund the disallowed amount to COUNTY; or, at its option, COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

B.1 SCOPE OF SERVICES

- A. Assign staff to be liaison between the San Diego State University Foundation and DPSS.
- B. Provide Training and Coaching as identified in Attachment IV.

B.2 REPORTING

- A. Obtain participant satisfaction surveys after each training and coaching session and post feedback to dashboard.
- B. Provide monthly report indicating the number of hours of coaching services provided by staff category e.g., line staff, Supervisors, Managers, Executives.
- C. Provide monthly report indicating Advanced Trainings provided including topic, number of participants and hours.
- D. Provide DPSS access to dashboard.

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

San Diego State University Foundation
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.

May 10, 2023

Date

[Handwritten Signature]

Director's Signature

Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

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 and Zip Code

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 _____(Unit Price) = (\$) _____
_____(# of Units) x _____(Unit Price) = (\$) _____
_____(# of Units) x _____(Unit Price) = (\$) _____
_____(# of Units) x _____(Unit Price) = (\$) _____
_____(# of Units) x _____(Unit Price) = (\$) _____

Any questions regarding this request should be directed to and authorized by:

Name Phone Number

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

If amount authorized is different from the amount requested, please explain:

MRU Authorization _____ Date _____

Amount Authorized _____

Invoice Number _____

PO Number _____

DPSS 2076A (9/19) CONTRACTOR PAYMENT REQUEST

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.

**Attachment III
Coaching/Training
Payment Schedule
7/1/23-6/30/24**

Description	Max # of Units	Cost Per Unit	Total	Payment Requirement
Coaching				
Coaching for line workers and supervisors July 2023 to June 2024 to include coaching to support SOP implementation, and other best practices. Approximately 13.3 days per month July-June.	160	\$2,317	\$370,720	Submit DPSS 2076 A along with documentation of availability of coaching and, if applicable, attendance through a staff signature. CSD shall confirm/approve documentation of availability of coaching.
Coaching for managers, deputies, and/or other executives July 2023 to June 2024 to include coaching to support SOP implementation, and other best practices. Approximately 4 days per month July-June.	48	\$3,113	\$149,424	Submit DPSS 2076 A along with documentation of availability of coaching and, if applicable, attendance through a staff signature. CSD shall confirm/approve documentation of availability of coaching.
Advanced Training				
Advanced Training; to include SOP Module Training and/or other advanced trainings approved by the COUNTY	22	\$5,922	\$130,284	Submit DPSS 2076 A along with Sign in Sheet.
Simulation Site				
Simulation Site Training: Core Training associated with up to 11 Core Induction deliveries	11	\$9,676	\$106,436	Submit DPSS 2076 A along with Sign in Sheet for Simulation Site trainings associated with Core.
Simulation Site Training: 10 days of County specific days	10	\$328	\$3,280	Submit DPSS 2076 A along with Sign in Sheet for Simulation Site trainings associated with Core.
			\$760,144	

Simulation Site

The COUNTY may use the space for up to 8 hours on the assigned day including set up and clean up.

For COUNTY specific trainings, the COUNTY will be given 5 options of days per quarter two months prior to the quarter beginning. The COUNTY will submit their choice of day(s) within two weeks of receiving the 5 options. If the dates provided do not work for the COUNTY, the Academy will make reasonable accommodations to schedule an alternative day. The COUNTY must communicate cancellations in writing to designated program contact no later than two weeks prior; if a cancellation occurs the Academy will make reasonable accommodations to reschedule.

For the COUNTY specific simulation site use, the County is responsible for planning, preparation, and execution of training activities in relation to site use, The County is responsible for preparation and clean-up of the site before and after use.

For COUNTY specific trainings, the County will receive no more than 2 hours of technical assistance per simulation site use, including, but not limited to; scheduling, initial access support and day of trouble shooting.

The COUNTY must notify and provide a list of all parties attending training no less than 10 business days to designated program contact for access verification. Requests and communication related to coordinating the use of the simulation site should be directed to the COUNTY Consultant.

Attachment IV
Coaching/Training
Contract for Riverside
County 7/1/23-6/30/24

Coaching		
Training	Days	Description
Coaching for line workers and supervisors	160 days Max Approximately 13.3 days per month July-June (Each day will consist of at least 6 hours)	Coaching to focus on implementation of Safety Organized Practice (SOP) and other issues including but not limited: Best Practice, Case Plan Field Tool, Solution Focused Questions, Engagement, Time Management, Integrating Training into Practice, etc. Coaching may be conducted and billed in full or ½ day increments at the rate of \$2,317 per full day/ \$1,158.50 per half day.
Coaching for Managers, Deputies, and/or other executive staff	48 days Max Approximately 4 days per month July-June (Each day will consist of at least 6 hours)	Coaching to focus on implementation of Safety Organized Practice (SOP) and other issues including but not limited: Best Practice, Case Plan Field Tool, Solution Focused Questions, Engagement, Time Management, Integrating Training into Practice, etc. Coaching may be conducted and billed in hourly increments at the rate of \$518.83 per hour.
Advanced Training		
Training	Days	Description
Advanced training to include but be limited to SOP Module training, SOP Training for Trainers, ICWA training, and other advanced trainings approved by COUNTY	22 days Max. (Each Day will consist of at least 6 hours)	Trainings will be taught to cohorts of 15-35, unless a different size group is mutually agreed upon between CSD and CWDS. Trainings may be conducted in full or ½ day increments on a pre-rated basis.
Simulation Site		
Simulation Site	Line Worker Core associated with up to 11 Core Induction deliveries.	1. Simulation Core Training will be taught to cohorts of 15-35 unless a different size group is mutually agreed upon between CSD and CWDS.
Simulation Site	Access to Simulation site (up to 10 days) for County specific trainings .	<ol style="list-style-type: none"> 1. The COUNTY may use the space for up to 8 hours on the assigned day including set up and clean up. 2. The COUNTY will be given 5 options of days per quarter two months prior to the quarter beginning. The COUNTY will submit their choice of day(s) within two weeks of receiving the 5 options. If the dates provided do not work for the COUNTY, the Academy will make reasonable accommodations to schedule an alternative day. The COUNTY must communicate cancellations in writing to designated program contact no later than two weeks prior; if a cancellation occurs

		<p>the Academy will make reasonable accommodations to reschedule.</p> <ol style="list-style-type: none">3. For the simulation site use, the COUNTY is responsible for planning, preparation, and execution of training activities in relation to site use. The COUNTY is responsible for preparation and clean-up of the site before and after use.4. The COUNTY will receive no more than 2 hours of technical assistance per simulation site use; including but not limited to; scheduling, initial access support and day of troubleshooting.5. The COUNTY must notify and provide a list of all parties attending training no less than 10 business days to designated program contact for access verification.6. Requests and communication related to coordinating the use of the simulation site should be directed to the COUNTY Consultant.
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