

**AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE COUNTY WELFARE DIRECTORS ASSOCIATION OF CALIFORNIA FOR THE PROVISION OF SERVICES TO WORK ON THE CWS-CARES AUTOMATION PROJECT**

This Agreement is entered into between the County of Riverside, a political subdivision of the State of California ("County") and the County Welfare Directors Association of California, a California corporation ("Association") for the purpose of providing to the Association a Riverside County employee to work on the CWS-CARES project ("Project"). For the purposes of this Agreement, CWS-CARES is a statewide computer system that all 58 counties will interact with in providing Child Welfare Services, including Foster Care.

**1. RESPONSIBILITIES OF COUNTY**

Pursuant to the terms and conditions of this Agreement, County shall:

- A. Assign an Association approved employee to work full-time to perform the services described in Exhibit A ("County Employee"). Work shall primarily be done remotely, but may occur periodically at the Project site located at 2870 Gateway Oaks Dr., Sacramento, CA 95833, any successor location and other locations periodically, as needed to perform the duties outlined in Exhibit A.
- B. While County Employee is assigned to the Project, compensate County Employee as provided for their current job classification of Supervising Program Specialist pursuant to this Agreement.
- C. While County Employee is assigned to the Project, provide the benefits provided to County Employee in their current classification of Supervising Program Specialist and/or required by federal and state laws. In addition, while assigned to the Project, County Employee shall be entitled to take the paid County holidays specified for County Employee's classification of Supervising Program Specialist.
- D. While County Employee is assigned to the Project, continue to cover County Employee under County's workers' compensation and liability insurance coverage.
- E. County shall ensure County Employee shall:
  - 1. Work for the Project for the duration of this agreement. Work hours shall be a full-time schedule (minimum of forty (40) hours per week) as approved by the Association's Director of Information Technology Policy or designee, except for the paid holidays specified in the County Employee's current job classification. County Employee is subject to overtime compensation per the County Employee's current job classification.
  - 2. Conduct themselves in a professional manner and in conformance with the County Employee's current job classification and applicable federal and state labor laws, as well as State/Project policies, unless such State/Project policies conflict with County policy, in which case County Employee shall be subject to County policy.
  - 3. Complete and submit to County all documentation required by County to appropriately account for compensated time working for the Project and allow for timely billing to Association.
  - 4. During the term of this Agreement, report to County, within one (1) business day, any injury or incident that may incur liability on the part of County including, but not limited to, work-related injuries that may be covered under County's workers' compensation insurance.

5. Subject to reimbursement as provided in Section 2.B., arrange and pay for all their own travel expenses required for Project work, as approved by the Association's Director of Information Technology Policy or designee. County Employee shall not seek reimbursement from County for any travel expenses County Employee incurs as a result of County Employee's assignment to the Project, other than mileage related to approved Project travel.
6. Assume responsibility for all taxes and other legal liability for travel, per diem and other expenses or services provided directly to County Employee by Association.
7. Maintain any certifications and competencies required by Association while assigned to the Project.
8. Report directly to Association's Director of Information Technology Policy or other position as designated by Association for Project-related duties.
9. Provide services to Association as specified in EXHIBIT A - STATEMENT OF WORK, attached to and incorporated in this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of EXHIBIT A, the provisions of this Agreement shall govern.
10. Complete and submit to Association all documentation required by Association to appropriately account for compensated time working on the Project and allow for timely billing to State.

## **2. RESPONSIBILITIES OF ASSOCIATION**

Pursuant to the terms and conditions of this Agreement, Association shall:

- A. Reimburse County for salary and benefit costs incurred, with respect to County Employee, for the duration of County Employee's assignment to the Project. EXHIBIT B - BUDGET is an estimate of the salary and benefit costs, with respect to County Employee, for County Fiscal Years 2023/2024, 2024/2025, 2025/2026, and 2026/2027. For the purposes of this Agreement, a County Fiscal Year begins on July 1 and ends on June 30. Salary and benefit costs shall include payment for vacation, holiday, sick leave and unused compensatory time off (if applicable) paid to County Employee during County Employee's assignment to the Project, but shall exclude any lump sum payments, such as settlements, leave payouts, buybacks or incentives.
- B. Reimburse County Employee directly for travel costs necessarily incurred by County Employee in performance of services under this Agreement, other than mileage, which shall be paid by County. All travel shall be approved by the Association's Director of Information Technology Policy, or designee, before costs are incurred. Travel costs shall not exceed those established by the U.S. General Services Administration (GSA) for the Sacramento area at the time the travel costs are incurred, unless approved by Association's Director of Information Technology Policy or designee.

## **3. BILLING AND PAYMENT**

County shall submit to Association within thirty (30) calendar days after the end of each month during the term of this Agreement, a statement of salary and benefit costs incurred by County for the previous month. Association shall pay County within thirty (30) calendar days of receipt of each statement. For the purposes of effectuating payment, this provision shall survive the termination, expiration or cancellation of this Agreement. Billing shall be sent to a contact and email provided by Association.

## **4. TERM OF AGREEMENT**

The term of this Agreement shall be March 1, 2024 through June 30, 2027.

**5. TERMINATION OF AGREEMENT**

- A. County or Association may terminate this Agreement without cause upon thirty (30) calendar days' written notice to the other party.
- B. If the State of California budget for any state fiscal year covered under this Agreement reduces or deletes funding to Association to support this Agreement, this Agreement may be immediately terminated by County or Association.
- C. County or Association may terminate this Agreement immediately for cause.
- D. If this Agreement is terminated, Association shall reimburse County as prescribed in Section 2.A. for all unpaid salary and benefit costs incurred under this Agreement prior to the date of termination, and Association shall reimburse County Employee as prescribed in Section 2.B. for all unpaid travel costs incurred by County Employee prior to the date of termination.

**6. ENTIRE AGREEMENT: AMENDMENTS: HEADINGS**

- A. This Agreement constitutes the entire understanding of the parties hereto. County or Association shall be entitled to no other benefits other than those specified herein. County and Association specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the provisions contained in this Agreement and no others.
- B. No changes, amendments or alterations to this Agreement shall be effective unless in writing and signed by both parties.
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

**7. EMPLOYMENT STATUS OF COUNTY AND COUNTY EMPLOYEE**

County shall, during the entire term of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Association to exercise discretion or control over the professional manner in which County performs the work or services that are the subject matter of this Agreement; provided, however, the work or services to be provided by County shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of Association is to ensure the work or services shall be rendered and performed in a competent, efficient and satisfactory manner. During the entire term of this Agreement, County Employee shall be an employee of County and shall not be an employee of Association. Nothing in this Agreement is intended to establish an employer-employee relationship between Association and County Employee.

**8. MUTUAL INDEMNIFICATION**

Association shall defend, hold harmless and indemnify County and County's elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs and investigation costs), damages, judgments or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of the Association or any of Association's subcontractors, any person employed under Association, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this Agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County (other than County Employee while undertaking County Employee's responsibilities pursuant to this Agreement). Furthermore, Association shall defend, hold harmless and indemnify County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs and investigation costs), damages, judgments or decrees by reason of any person's or persons' injury, including death, or property (including property

of County) being damaged by the negligent acts, willful acts, or errors or omissions of County Employee while undertaking County Employee's responsibilities pursuant to this Agreement.

County shall defend, hold harmless and indemnify Association; and Association's officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs and investigation costs), damages, judgments or decrees by reason of any person's or persons' injury, including death, or property (including property of Association) being damaged by the negligent acts, willful acts or errors or omissions of County or any of County's subcontractors, any person employed by County (other than County Employee while undertaking County Employee's responsibilities pursuant to this Agreement), or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this Agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Association.

#### **9. INSURANCE OR SELF-INSURANCE**

Each party, at its sole cost and expense, shall carry insurance - or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) business days' advance written notice of any cancelation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of this Agreement.

#### **10. NOTICE OF CLAIM/APPLICABLE LAW AND VENUE**

A. If any claim for damages is filed with Association or if any lawsuit is instituted concerning Association's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Association shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within thirty (30) calendar days following the date of receipt of a claim or ten (10) calendar days following the date of service of process of a lawsuit.

B. Any dispute between the parties, and the interpretation of this Agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Sacramento County.

#### **11. COMPLIANCE WITH LAWS: NON-DISCRIMINATION**

A. Association shall observe and comply with all applicable federal, state and local laws, ordinances and codes that relate to the work or services undertaken pursuant to this Agreement.

B. Association shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability or use of family care leave.

C. Association represents that Association is in compliance with and agrees Association shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

#### **12. ACCESS TO RECORDS/RETENTION**

County, federal, and state officials shall have access to any books, documents, papers and records of Association that are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of Association or County. Except where longer retention is required by federal or state law, County shall maintain all records for five (5) years after Association makes final payment hereunder. This provision shall survive the termination, expiration or

cancellation of this Agreement.

**13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Association is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

**14. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

Association's failure to comply with state and federal child, family and spousal support reporting requirements regarding Association's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement. Association's failure to cure such default within ninety (90) calendar days of notice by County shall be grounds for termination of this Agreement.

**15. LICENSES AND PERMITS**

Association shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, the County of Riverside and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

**16. PERFORMANCE STANDARDS**

Association and County shall undertake their respective responsibilities under this Agreement in accordance with the industry and/or professional standards applicable to each party's respective responsibilities.

**17. CONFLICTS OF INTEREST**

Association and Association's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of Association's responsibilities under this Agreement.

**18. NOTICES**

A. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail to the following addresses:

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

If to Association: Executive Director  
 c/o Director of Information Technology Policy  
 County Welfare Directors Association  
 925 L Street Suite 350  
 Sacramento, CA 95814  
 (916) 443-1749  
 (916) 443-3202 Fax

- B. 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 above.
- C. Without amending this Agreement, the parties may, from time to time and at any time, change their respective addresses, telephone and FAX numbers by giving at least ten (10) business days written notice, sent by first-class mail, to the other party.

**19. AGREEMENT PREPARATION**

It is agreed and understood by the parties that this Agreement has been arrived at through negotiation and no party is to be deemed the party which created any uncertainty in this Agreement within the meaning of Civil Code section 1654.

**20. CONFIDENTIALITY**

During the term of this Agreement, the parties may have access to information that is confidential or proprietary in nature. The parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration or cancellation of this Agreement.

**21. CONFIDENTIALITY OF CLIENT INFORMATION - ASSOCIATION**

Association shall comply with, and require all of Association's employees, volunteers, agents and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures.

**22. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**23. 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.

**24. 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.

**25. ENTIRE AGREEMENT**

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

The additional provisions contained in Exhibits A and B attached hereto are part of this Agreement and are incorporated herein by reference.

**IN WITNESS WHEREOF**, County and Association have executed this Agreement on the day and year set forth below. By their signatures below, each signatory represents they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chuck Washington, Board of Supervisors, Chair

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**COUNTY WELFARE DIRECTORS ASSOCIATION  
OF CALIFORNIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eileen Cubanski, Interim Executive Director  
County Welfare Directors Association of California  
Tax ID # 94-1367270

ATTEST:  
Clerk of the Board

By: \_\_\_\_\_

Approved as to Form  
Minh C. Tran  
County Counsel

*Katherine Wilkins*

\_\_\_\_\_  
Katherine Wilkins  
Deputy County Counsel  
Date: Feb 6, 2024

## EXHIBIT A STATEMENT OF WORK

Under the terms of this Agreement, County agrees that County Employee (Contractor) will perform the following duties as Subject Matter Expert Liaison:

<b>Contractor Responsibilities</b>	
<b>Task</b>	<b>Description</b>
1.	Support the CWDA Executive Liaison in ensuring that the CWS-CARES planning activities continue to meet county business needs.
2.	Assist the CWS-CARES Project to identify and address issues to promote ongoing communications with the CWDA and counties on the CWDS effort.
3.	Provide staff support for the Program Impact Advisory Committee (PIAC).
4.	Support the Foster Care Eligibility Determination (FCED) workgroup and governance activities.
5.	Participate in meetings with county users and program and technical staff to keep abreast of current business needs, user needs at various levels, program trends, anticipated program needs, and individual counties' unique needs. This includes regularly scheduled regional meetings, CWDA Children's Services Committee, CWDA Operations Committee, and other meetings as appropriate in order to gather and disseminate information relative to the CWS/CMS Oversight Committee, other CWS governance bodies, and CWS-CARES decisions and activities.
6.	Assist counties to resolve system issues impacting county operations.
7.	Provide analysis and make recommendations on programmatic problems or issues as they arise.
8.	Provide insight into county needs and challenges.
9.	Recruit and coordinate representation for digital service teams, application FCED planning, development, adoption and implementation, operations, and utilization.
10.	Ensure county-based business functional requirements are included in the day-to-day CWS-CARES product strategy development, planning, and decision making.
11.	Participate with CDSS management and CWDS staff to coordinate and evaluate communications between the counties and the CWS-CARES Project regarding efforts related to product planning, development, implementation, and utilization.
12.	As assigned by the Executive Liaison, lead, coordinate, and provide project direction to county subject matter experts assigned to the Project.
<b>Unanticipated Tasks</b>	
13.	Perform as-needed tasks and services, such as ad hoc issue papers, briefing, presentations, analyses, reports, and lessons learned sessions in support of the CWS/CMS and CWS-CARES.

Deliverables and Due Dates List

Deliverable	Due Date
<p><b>Monthly Status Report</b>            Prepare and submit a CWDA Monthly Status Report (MSR) including:</p> <ul style="list-style-type: none"> <li>• Dates worked</li> <li>• Hours worked by task</li> <li>• Description of activities</li> </ul>	<p>Monthly, by the fifth calendar day of each month</p>
<p><b>Final Status Report (FSR)</b>            Prepare, submit, and present a CWDA Written Final Status Report that includes:</p> <ul style="list-style-type: none"> <li>• Summary of all Statement of Work activities;</li> <li>• Deliverables;</li> <li>• Milestone accomplishments; and</li> <li>• Lessons learned.</li> </ul>	<p>Sixty (60) calendar days prior to expiration or end of Agreement</p>

## EXHIBIT B BUDGET

03/01/2024 through 06/30/2027

	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
	03/01/24 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27
Salary	\$51,487	\$104,880	\$104,880	\$104,880
Benefits	\$30,879	\$62,902	\$62,902	\$62,902
Total Costs	\$82,366	\$167,782	\$167,782	\$167,782

Salary and Benefits are shown for information estimates only.