

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



ITEM: 3.35  
(ID # 25791)

**MEETING DATE:**

Tuesday, October 01, 2024

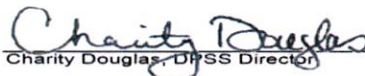
**FROM :** PUBLIC SOCIAL SERVICES

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve the Professional Services Agreement No. DPSS-0005211 with Mischa Routon for Clinical Licensure Supervision Services, without seeking competitive bids, for one-year in the annual amount of \$147,520, effective July 3, 2024 through June 30, 2025; All Districts. [Total Cost \$147,520 and up to \$29,504 in additional compensation; Funding: 36% Federal; 5% State; 54% Realignment; 5% County (DPSS Dept. Budget) Fund 10000]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve the Professional Services Agreement No. DPSS-0005211 with Mischa Routon for Clinical Licensure Supervision, without seeking competitive bids, for one year in the annual amount of \$147,520, effective July 3, 2024 through June 30, 2025 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 to form by County Counsel (a) to issue a Purchase Order for any goods and/or services rendered, (b) to sign amendments that make modifications to the Scope of Services that stay within the intent of the Agreement, and (c) to sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost.

**ACTION:**Policy

  
Charity Douglas, DPSS Director

9/18/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: October 1, 2024  
xc: DPSS

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 147,520	\$ 0	\$ 147,520	\$ 0
<b>NET COUNTY COST</b>	\$ 7,376	\$ 0	\$ 7,376	\$ 0
<b>SOURCE OF FUNDS:</b> 36% Federal; 5% State; 5% County (Dept. Budget) 5%, 54% Realignment			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Department of Public Social Services (DPSS) selects candidates from its Children’s Service Division (CSD) and Adult Services Division (ASD) to participate in a clinical licensure program in preparation for their licensing examinations which is a vital requisite to be completed for staff to be eligible to take their state licensing examinations within the required time limits of the California Board of Behavioral Sciences (BBS). Clinical licensure supervision services enable qualified candidates to obtain licensure through the State of California Board of Behavioral Sciences as a Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC) or Licensed Clinical Social Worker (LCSW).

DPSS had agreement DPSS-0003037 with Jan Stanfield to provide Clinical Licensure Supervision services for DPSS staff effective July 1, 2021 through June 30, 2026 (Board agenda item no. 3.22, approved July 27, 2021). Due to the recent passing of Jan Stanfield, services can no longer be provided under this agreement.

DPSS is requesting a one-year agreement with Mischa Routon to perform Clinical Licensure Supervision services for DPSS staff, to prevent a disruption in services while the County conducts a bid solicitation. This board action requests ratification and approval of Professional Services Agreement No. DPSS-0005211 with Mischa Routon for Clinical Licensure Supervision Services for one year in the annual amount of \$147,520, effective July 3, 2024 through June 30, 2025, with assigned single source justification (SSJ) # 25-050.

**Impact on Residents and Businesses**

The provisions of high-quality clinical licensure supervision are intended to enhance the recruitment, quality, and job satisfaction/stability of the DPSS workforce.

**Additional Fiscal Information**

The total annual payment to Mischa Routon is as follows:



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

<b>FISCAL YEAR PERIOD</b>	<b>CSD ANNUAL BUDGET</b>	<b>ASD ANNUAL BUDGET</b>	<b>TOTAL AGGREGATE</b>
July 3, 2024 through June 30, 2025	\$94,240	\$53,280	\$147,520
Total:	\$94,240	\$53,280	\$147,520

Funds may be shifted between CSD budget and ASD budget by written request and approved by CSD and ASD.

**Contract History and Price Reasonableness**

The Purchasing Department on behalf of DPSS issued Request for Quote (RFQ) #RIVCO-2021-RFQ-RFQ-0000200 for clinical licensure supervision services. The RFQ notification was sent to 10 vendors, viewed by 9 vendors, with 2 vendors responding and a total of 1 bidder submitting a bid response. Jan Stanfield was the only bid response received and deemed the lowest, most responsive, and responsible bidder; therefore, DPSS entered into Agreement No. DPSS- 0003037 for five (5) years through June 30, 2026, Agenda Item No. 3.22 approved by the Board of Supervisors on July 27, 2021. Mischa Routon has agreed to continue services at the same hourly/unit rate as those of the predecessor agreement.

**ATTACHMENTS:**

- A. Professional Services Agreement No. DPSS-0005211 with Mischa Routon for Clinical Licensure Supervision
- B. SSJ\_25-050 DPARC\_ Mischa Routon

*Melissa Curtis*

Melissa Curtis, Deputy Director of Purchasing and Fleet

9/19/2024

*Brianne Lontajo*

Brianne Lontajo, Principal Management Analyst

9/24/2024

*Gregg Gu*

Gregg Gu, Chief of Deputy County Counsel

9/23/2024

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

**and**

Mischa Routon  
Clinical Licensure Supervision  
DPSS-0005211





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Schedule B – “Scope of Services”

List of Attachments

Attachment I – Assurance of Compliance

Attachment II – DPSS 2076A, DPSS 2076B & Instructions

Attachment III—Clinical Licensure Supervision Hours Summary

This Ratification Agreement DPSS-0005211 is made and entered into by and between Mischa Routon, a sole proprietor ("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 acknowledge and agree that the CONTRACTOR began rendering services to COUNTY on July 3, 2024 and were accepted by COUNTY without a written services agreement. All actions taken by both the CONTRACTOR and COUNTY prior to the date hereof are hereby confirmed and ratified by way of execution of this Agreement.

The parties agree as follows:

1. DEFINITIONS

- A. "ACSW" shall refer to Associate Clinical Social Worker.
- B. "Agreement" refers to the terms and conditions, schedules, and attachments included herein.
- C. "AMFT" shall refer to Associate Marriage and Family Therapist.
- D. "APCC" shall refer to Associate Professional Clinical Counselor.
- E. "ASD" shall refer to the Riverside County Department of Public Social Services Adult Services Division.
- F. "BBS" shall refer to the State of California Board of Behavioral Sciences, which is a part of the Department of Consumer Affairs that administers and enforces the regulations of the practice of marriage, family and child counseling, and clinical social work.
- G. "Candidate(s)" shall refer to DPSS CSD or ASD staff in certain employment classifications that have applied to participate in the Clinical Licensure Supervision Program.
- H. "Client(s)" shall refer to DPSS staff enrolled in the Clinical Licensure Supervision Program.
- I. "Clinical Licensure Supervision" shall refer to the oversight of AMFTs, APCCs and ACSWs by a qualified Licensee for the purpose of providing them with the experience required to obtain their respective licenses.
- J. "CONTRACTOR" shall refer to Mischa Routon and its employees, agents and representatives providing services under this Agreement.
- K. "CSD" shall refer to the Riverside County Department of Public Social Services Children's Services Division.
- L. "DPSS" and/or "COUNTY" shall refer to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- M. "Face-to-Face" shall refer to an in-person face-to-face meeting, or meeting via other electronic media form as approved by DPSS.
- N. "LCSW" shall refer to Licensed Clinical Social Worker.

- O. "Licensed Supervisor" or "Licensure Supervisor" shall refer to an individual who has met all supervision standards per BBS Section 1833.1.
- P. "LMFT" shall refer to Licensed Marriage and Family Therapist.
- Q. "LPCC" shall refer to Licensed Professional Clinical Counselor.
- R. "Subcontract" shall refer to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the CONTRACTOR with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- S. "Subcontractor" shall refer to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another subcontractor.
- T. "Supervisee" shall refer to an AMFT, APCC, or ACSW who is pursuing clinical licensure accreditation from the BBS while participating in the Clinical Licensing Supervision Program as an employee of DPSS.
- U. "Unit(s) of Supervision" shall refer to individual/triadic, and group supervision. For the purposes of this Agreement, individual/triadic supervision shall consist of a minimum of one (1) hour of one-on-one, Face-to-Face (or via other electronic media form as approved by DPSS) contact between the Licensure Supervisor and a Supervisee. Group supervision shall consist of one (1) Licensure Supervisor providing a minimum of two (2) hours of Clinical Licensure Supervision to at least two (2), but no more than eight (8) Supervisees at one time.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment II - DPSS 2076A, DPSS 2076B & Instructions, and Attachment III—Clinical Licensure Supervision Hours Summary. Attachments can be updated without the need of an amendment.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective July 3, 2024 and continue through June 30, 2025, unless terminated earlier or otherwise modified. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions. 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 COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under this Agreement beyond the current fiscal year 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 COUNTY 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. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.

6. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar 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, COUNTY may proceed with the work in any manner deemed proper by 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 make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- 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, 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 all materials, reports or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR has been compensation by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or produces may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. CONTRACTOR agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.
10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST
- A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contract, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- 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.

13. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

14. 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. 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.
- F. 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.

- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
  - H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.
  - I. 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.
  - J. 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.
15. **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. Policy shall name the COUNTY as Additional Insureds.
16. **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.
17. **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.
18. **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. Policy shall name the COUNTY as Additional Insureds.

19. EXCESS/UMBRELLA LIABILITY INSURANCE

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability & "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and primary & non-contributory insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

20. 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.

21. USE BY POLITICAL ENTITIES

CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County, and to every political entity located in the State of California. It is understood that other 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.

22. 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.



23. **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.
24. **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.
25. **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.
  - F. During the term of this Agreement and for a one (1) year term thereafter, CONTRACTOR shall not solicit or encourage any employee, vendor, or independent contractor of COUNTY to leave or terminate their relationship with COUNTY for any reason.

## 26. 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.
- C. 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.

## 27. 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.

## 28. SUBCONTRACTS

- A. 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; and
  - (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.
29. 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.
30. 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.
31. 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.
32. 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.
33. DISPUTES
- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
  - 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.
34. ADMINISTRATIVE/CONTRACT LIAISON



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

35. 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:

COUNTY:

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  
[Operatingservicescontractpayments@rivco.org](mailto:Operatingservicescontractpayments@rivco.org)

CONTRACTOR:

Mischa Routon  
Sole Proprietor  
4515 Central Ave #204  
Riverside, CA 92506

CONTRACTOR "Remit To" address:

Mischa Routon  
Same as listed above.

36. 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.

37. 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.

38. 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.

39. 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.

Authorized Signature for Mischa Routon <i>Mischa Routon</i>	Authorized Signature for County <i>Chuck Washington</i>
Printed Name of Person Signing: Mischa Routon	Printed Name of Person Signing: Chuck Washington
Title: Sole Proprietor	Title: Chair, Board of Supervisors
Date Signed: Sep 9, 2024	Date Signed: Oct 2, 2024



ATTEST  
Kimberly Rector  
Clerk of the Board

*Naomy Sicra*  
By: \_\_\_\_\_  
Deputy

Approval as to Form  
Minh C. Tran  
County Counsel

*Katherine Wilkins*  
By: \_\_\_\_\_  
Katherine Wilkins  
Deputy County Counsel

Date: Sep 9, 2024

Schedule A  
Payment Provisions

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

The total payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	CSD ANNUAL BUDGET	ASD ANNUAL BUDGET	TOTAL AGGREGATE
July 3, 2024 through June 30, 2025	\$94,240	\$53,280	\$147,520
<b>Total</b>	\$94,240	\$53,280	\$147,520

Funds may be shifted between CSD budget and ASD budget by written request and approved by CSD and ASD without a written amendment to the Agreement.

A.2 UNIT OF SERVICE COST RATE

SERVICE	UNIT OF SERVICE COST
<p><b>Individual/Triadic Supervision</b></p> <p><i>A single unit of individual/triadic supervision shall be considered one (1) hour of Face-to-Face, (or via other electronic media format approved by DPSS) supervision between the Licensure Supervisor and Supervisee(s).</i></p>	\$100
<p><b>Group Supervision</b></p> <p><i>A single unit of group supervision shall be considered two (2) or more consecutive hours of supervision in a group setting, or via other electronic media format approved by DPSS, with a minimum of two (2) and no more than eight (8) Supervisees supervised at one time. Groups can contain a mixture of ASD/CSD participants</i></p>	\$240
<p><b>Supplemental Individual/Triadic</b></p> <p><i>AMFT/APCC and/or ACSW participants claiming more than ten (10) hours per week require two (2) Units of Supervision. This category provides additional Individual/Triadic sessions for sixteen (16) weeks for AMFTs/APCCs/ACSWs claiming more than ten (10) hours and who cannot be added to another scheduled individual (resulting in triadic) session.</i></p>	\$100
<p><b>Supplemental Group Supervision</b></p> <p><i>AMFT/APCC and/or ACSW participants claiming more than ten (10) hours per week require two (2) Units of Supervision. This category provides additional group sessions for AMFTs/APCCs/ACSWs claiming more than ten (10) hours and who cannot be added to another scheduled individual (resulting in triadic) session.</i></p>	\$240

## A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- A. CONTRACTOR will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.
1. Separate sign-in sheets for ASD and CSD participants are to be submitted with each invoice.
- B. 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.4 CONSUMER PRICE INDEX

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

## A.5 FINANCIAL RESOURCES

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

## A.6 DISALLOWANCE

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



Schedule B  
Scope of Services**B.1 Program Objectives:**

To prepare qualified Associate Marriage and Family Therapist (AMFT), Associate Professional Clinical Counselor (APCC) and Associate Clinical Social Worker (ACSW) candidates to pass their licensing examinations within the required time limits of the California Board of Behavioral Sciences (BBS). These services must meet the requirements of California Business and Professions Code Sections 4996.20 (d), 4996.21 (e), 1833 and 1870.

**B.2 Program Outcomes:**

Provide both individual/triadic, and group supervision for AMFT, APCC and ACSW Supervisees according to BBS regulations and prepare the Supervisees to pass their licensing examinations within the required time limits of the BBS. The provisions of high-quality clinical supervision are intended to enhance the recruitment, quality and job satisfaction/stability of the DPSS workforce.

**B.3 DPSS Responsibilities:**

- A. DPSS may monitor the performance of the CONTRACTOR in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and CONTRACTOR self-monitoring.
- B. Refer eligible DPSS-CSD/ASD employees for Clinical Supervision that would prepare them for professional licensure. The DPSS Clinical Licensure Coordinator shall provide the Supervisee's completed application packet to the CONTRACTOR by email along with notification of assignment and the date of when the Supervisee may start supervision. The DPSS Clinical Licensure Coordinator shall maintain all completed application packets and notification of assignment email in a centralized location at the DPSS Staff Development office for review as needed.

**B.4 CONTRACTOR Responsibilities – Scope of Services****A. GENERAL REQUIREMENTS:**

- 1. CONTRACTOR shall provide clinical licensure supervision services to existing and new DPSS licensure Supervisees throughout Riverside County
- 2. CONTRACTOR shall provide clinical licensure supervision services to no more than twenty (20) Supervisees at any given time without prior written authorization from the DPSS Clinical Licensure Coordinator.

**B. GEOGRAPHIC SERVICE AREA/SERVICE PROVISION:**

- 1. CONTRACTOR shall provide all necessary meeting space, whether physical or virtual meeting spaces, which shall be accessible to all Supervisees, within the borders of Riverside County.
- 2. CONTRACTOR shall provide clinical licensure supervision service(s) in a manner accessible to DPSS employees during normal business hours (8:00am – 5:00pm), Monday through Friday.

3. Meeting space shall be provided by CONTRACTOR within Riverside County.

**C. EDUCATION REQUIREMENTS:**

1. CONTRACTOR shall meet all qualifications required by the BBS throughout the term of the contract in order to supervise each group.
2. CONTRACTOR shall possess a license and experience as specified by BBS in at least one of the following areas:
  - i. Licensed Marriage and Family Therapist (LMFT)
  - ii. Licensed Clinical Social Worker (LCSW)
  - iii. Licensed Professional Clinical Counselor (LPCC)
  - iv. Licensed Psychologist licensed through the Board of Psychology (Psychologist)
  - v. Licensed Physician certified in Psychiatry by the American Board of Psychiatry and Neurology (Psychiatrist)
3. As a certified LMFT, LCSW, LPCC, Psychologist or a Psychiatrist, CONTRACTOR must possess a current and valid California license for at least two (2) years prior to the commencement of supervision.
4. If an LMFT, LCSW, Psychologist, or a Psychiatrist, CONTRACTOR must have completed the following training:
  - i. Six (6) hours of supervision training within the two-year period immediately preceding supervision and every renewal period when supervising.
  - ii. CONTRACTOR must have completed fifteen (15) supervised contract hours prior to commencing supervision training.
5. CONTRACTOR must meet the following requirements if an LPCC:
  - i. A minimum of six (6) hours of continuing education specific to marriage and family therapy, completed in each license renewal cycle and completed one (1) of the following additional training/education requirements:
    1. Six (6) semester units or nine (9) quarter units specifically focused on the theory and application of marriage and family therapy; or
    2. A named specialization or emphasis area on the qualifying degree in marriage and family therapy; marital and family therapy; marriage, family, and child counseling; or couple and family therapy.
6. In conjunction with all the requirements above, CONTRACTOR must have completed a minimum of fifteen (15) contract hours in supervision training to supervise an ACSW.

**D. EXPERIENCE REQUIREMENTS**

1. As an LMFT, LPCC, LCSW, Psychologist or a Psychiatrist, CONTRACTOR must have:
  - i. Practiced psychotherapy or directly supervised AMFTs, APCCs, and/or ACSWs who perform psychotherapy as part of their clinical practice in two (2) of the past five (5) years immediately preceding the commencement of supervision and;

- ii. Practiced psychotherapy or directly supervised pre-licensed associates who perform psychotherapy as part of their clinical practice in two (2) of the past five (5) years immediately preceding the commencement of supervision.
    - iii. Experience providing clinical supervision in a Child/Adult Welfare setting.
    - iv. In conjunction with the above requirements, if an LPCC, CONTRACTOR must have no fewer than five hundred (500) hours of documented supervised experience working directly with couples, families, or children.
  - 2. CONTRACTOR must maintain compliance with the BBS, all laws, rules, and regulations governing the practice of LMFTs, LPCCs or LCSWs as appropriate for the licensure goal of COUNTY Supervisee(s).
  - 3. CONTRACTOR shall complete weekly LCSW and/or DPSS LMFT/LPCC Supervisee(s) summary logs recording hours of experience in accordance with BBS and/or DPSS requirements.
- E. SERVICE DELIVERY:**
- 1. CONTRACTOR shall be a licensed mental health professional who is able to provide supervision to LMFT, LPCC and LCSW Supervisees.
  - 2. CONTRACTOR shall provide individual/triadic and group clinical supervision that will prepare approximately thirty-two (32) LCSW, LMFT, and LPCC candidates to pass their licensing examinations within the required time limits of the BBS, providing candidates with exam preparation strategies, useful advice on examination preparation, and resources available to help candidates understand the requirements relating to their hours of required supervised experience.
    - i. Individual/Triadic Supervision:
      - 1. Each unit of individual/triadic supervision shall consist of one (1) hour of face-to-face (or via other electronic media form approved by DPSS) contact between the Licensed Supervisor and one or two Supervisees.
    - ii. Group Supervision:
      - 1. Each unit of group supervision shall consist of two (2) hours of supervision in a group setting by a Licensed Supervisor. A group is defined as a minimum of two (2) and a maximum of eight (8) Supervisees at one time.
      - 2. Individual/triadic/group supervision shall be conducted either in person or via an electronic media format approved by DPSS.
    - iii. Supplemental Individual/Triadic/Group Supervision:
      - 1. Each unit of supplemental individual/triadic/group supervision shall include:
        - a. One (1) hours of individual/triadic supervision (face-to-face or via other electronic media form approved by DPSS) contact between the Licensed Supervisor and the supervisee(s); or
        - b. Two (2) hours of group supervision (face-to-face or via other electronic media form approved by DPSS) contact between the Licensed Supervisor and the supervisee(s).
      - 2. Supplemental individual/triadic/group supervision is available to only AMFT and APCC participants claiming more than ten (10) hours per week of clinical experience where additional Units of Supervision are required by

- BBS, and the supervisee cannot be added to another already existing scheduled individual session.
3. Supplemental individual/triadic/group sessions are limited to sixteen (16) weeks per Supervisee per year in which an AMFT/APCC Supervisee is claiming more than ten (10) hours of clinical experience and cannot be added to another already existing scheduled individual session.
  4. A maximum of six (6) hours of direct supervisor contact per week may be counted.
3. Methods for individual, triadic, and group supervision shall include as necessary, but will not be limited to:
    - i. Reflective discussion and feedback
    - ii. Insightful analysis and interpretation of client dynamics and worker relationships
    - iii. Recommendations for client change
    - iv. Instruction in diagnosis using standardized manuals and texts
    - v. Education of theory-relevant and evidenced based practices
    - vi. Written and oral presentations of BBS competencies applied to the Supervisees' cases
    - vii. Videos of clinical experts demonstrating practice interventions
    - viii. Individual/triadic and group discussions
  4. CONTRACTOR shall oversee the work of the ACSW, AMFT, and APCC Supervisees for the purpose of providing the Supervisee with the experience and approving hours required to obtain their licensure goal. Supervisory duties shall include but not be limited to:
    - i. Monitor and evaluate the appropriateness of hours being claimed by the Supervisee for submission to the BBS.
    - ii. Review the quality of the counseling and social work services performed by the Supervisee to ensure consistency with the education, training and experience of the Supervisee.
    - iii. Monitor and evaluate the assessment, diagnosis, and treatment decisions of the Supervisee.
    - iv. Monitor and evaluate the ability of the Supervisee to provide services to the particular clientele being served.
    - v. Review the Supervisee's client/patient records.
  5. CONTRACTOR shall prepare Supervisees for tests by providing up-to-date BBS mock tests for each Supervisee.
  6. CONTRACTOR shall provide a complete Supervisory Plan for ACSW, AMFT, and APCC Supervisees. DPSS will provide appropriate forms to be utilized.
  7. CONTRACTOR shall furnish all equipment, software, utilities and supplies necessary to provide face-to-face or virtual supervisory meetings with Supervisees. CONTRACTOR shall provide internet and software access if a virtual communication component is needed (i.e. Skype).



8. CONTRACTOR shall furnish all labor and materials necessary to perform supervision and case review at no additional cost to DPSS. Materials will include but will not be limited to study materials, mock exams, and updated Supervisee handbooks from BBS.
9. CONTRACTOR shall provide effective clinical supervision that will prepare ACSW, AMFT, and APCC Supervisees to pass their licensing examinations within the required time limits of the BBS.
10. CONTRACTOR shall comply with BBS, all laws, rules, and regulations governing the practice of AMFT, APCC or ACSW Supervisees as appropriate for the licensure goal of LMFTs, LPCCs and LCSWs as outlined in BBS Form 37A-522, Responsibility Statement for Supervisors of an Associate Clinical Social Worker, , BBS Form 37A-523, Responsibility Statement for Supervisors of a Marriage and Family Therapist Trainee or Associate, or BBS Form 37A-643 Responsibility Statement for Supervisors of an Associate Professional Clinical Counselor, and shall accommodate to any changes in laws, rules, and/or regulations promulgated by the BBS throughout the term of the contract. CONTRACTOR shall provide the Supervisee being supervised with the original signed statement prior to the commencement of any counseling or supervision.
11. CONTRACTOR shall maintain a neat and orderly file for each Supervisee. This file must contain, but is not limited to, the following:
  - i. The referral email from the DPSS Clinical Licensure Coordinator
  - ii. The DPSS application packet received from the DPSS Clinical Licensure Coordinator. This packet shall include, but not be limited to, the following information:
    1. Supervisee's resume;
    2. statement of Interest;
    3. proof of registration as an ACSW/AMFT/APCC;
    4. proof of passage of the LCSW California Law and Ethics Exam (if applicable);
    5. most recent work performance evaluation;
    6. signed DPSS Licensure Supervision Program Agreement;
    7. DPSS Licensure Supervision Participation Approval Memo;
    8. DPSS Licensure Supervision Supervisee Application;
    9. supervisee's assignment email from the DPSS Clinical Licensure Coordinator;
    10. supervision notes;
    11. authorization correspondences from the DPSS Clinical Licensure Coordinator regarding Supplemental Individual/Triadic sessions for AMFT and APCC Supervisees;
    12. supervisee's supervision schedule.

**B.5 Reporting**

- A. CONTRACTOR shall maintain files for each individual, triad, and group that receives supervision and will provide the DPSS Clinical Licensure Coordinator with monthly reports which compare the required hours of supervision in accordance with the BBS Examiners regulations with actual outcomes and detail supervision challenges and solutions. CONTRACTOR shall notify the DPSS Clinical Licensure Coordinator when Supervisees drop out or complete the program via email within ten (10) business days. A copy of this notification shall be kept in the Supervisee's file.
- B. CONTRACTOR shall submit a Clinical Licensure Supervision Monthly Summary Report by the 15th of the following month.
- i. CSD reports shall be submitted to:  
DPSS Staff Development (SDD) Clinical Licensure Coordinator at [Trainers@rivco.org](mailto:Trainers@rivco.org) and the DPSS Program Development Region at [PDRreports@rivco.org](mailto:PDRreports@rivco.org).
  - ii. ASD reports shall be submitted to:  
Adult Services Division Licensure Supervision Coordinator at [ASD\\_Licensure\\_Supervision@rivco.org](mailto:ASD_Licensure_Supervision@rivco.org)
- C. The Clinical Licensure Supervision Summary form provided by DPSS shall include, but not be limited to the following information:
- i. month and year;
  - ii. CONTRACTOR name;
  - iii. date;
  - iv. participant name;
  - v. participant signature;
  - vi. participant licensure track (LMFT/LPCC/LCSW);
  - vii. type of supervision (individual/triadic/group);
  - viii. number of hours supervised (Attachment III)

ATTACHMENT I  
Assurance of Compliance

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

Mischa Routon  
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.

Sep 9, 2024  
\_\_\_\_\_  
Date

*Mischa Routon*  
\_\_\_\_\_  
Director's Signature

4515 Central Ave. Suite 204 Riverside, California 92506  
\_\_\_\_\_  
Address of Vendor/Recipient  
(08/13/01)

CR50-Vendor Assurance of Compliance

Attachment II – DPSS 2076A, DPSS 2076B & Instructions  
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" "City, State, and Zip Code"  
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"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.

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







**Charity Douglas, Director**

Date: Monday, August 19, 2024  
From: Charity Douglas, Director of the Department of Public Social Services  
To: Board of Supervisors  
Via: Caitlin Garcia, Contracts and Grants Analyst, [Caigarci@rivco.org](mailto:Caigarci@rivco.org)  
Subject: Request for Clinical Licensure Supervision Services

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source       Sole Source

Supporting Documents: indicate which are included in the request from the list below.

- Supplier Quote       Supplier Sole Source Letter       Final draft agreement  
 Final draft Form 11       H-11 approved by RCIT/TSOC       Grant Agreement  
 Other: Jan Stanfield Agreement DPSS-0003037 and Mischa Routon Draft Agreement DPSS-0005211

1. Requested Supplier Name: Mischa Routon- Sole Proprietor      Supplier ID: TBD

- a. Describe the goods/service being requested: The Department of Public Social Services (DPSS) is requesting a one-year agreement with Mischa Routon, a sole proprietor, to perform Clinical Licensure Supervision services for select Children's Service Division (CSD) and Adult Services Division (ASD) staff. Clinical licensure supervision enables qualified candidates to prepare and obtain licensure as a Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC) or Licensed Clinical Social Worker (LCSW) within the required time limits of the California Board of Behavioral Sciences (BBS).

Mischa Routon was engaged by the department to provide this vital service due to the untimely passing of its existing Clinical Licensure Supervision Services provider, Jan Stanfield (DPSS-0003037) . Services under Ms. Stanfield's agreement have been effectively terminated and Mischa Routon, a former subcontractor to Jan Stanfield, will continue the services under a separate Agreement, DPSS-0005211.



- b. Explain the unique features of the goods/services being requested from this supplier: Mischa Routon has previous experience providing Clinical Licensure Supervision to DPSS staff, as she has been a subcontractor for Jan Stanfield for many years. Mischa has agreed to work within the same terms as the current Jan Stanfield agreement. Mischa is very well versed in DPSS Clinical Licensure Supervision and has the capacity to provide the majority of the supervision herself. She has the resources to subcontract with other licensed providers if needed. Mischa has been working with ASD and CSD licensure candidates which will assist in providing a seamless transition for staff.
- c. What are the operational benefits to your department? The services are vital for staff to be eligible for state licensing exams. The provision of high-quality clinical licensure supervision is intended to enhance the recruitment, quality and job satisfaction/stability of the DPSS workforce. The staff receiving these services may not be eligible to complete their licensing exam without clinical licensure supervision services.
- d. Provide details on any cost benefits/discounts. Mischa Routon has agreed services will be delivered at the same hourly/unit rate as those of the predecessor agreement with an annual Maximum Reimbursable Amount (MRA) of \$147,520 which allocates \$94,240 to Children Services and \$53,280 to Adult Services. The one-year agreement will allow a seamless transition to services already in place and will prevent any disruption in services and allow staff currently in the program to meet BBS requirements.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes                       No

- a. If yes, please explain why you are requesting to utilize an SSJ process? DPSS is requesting a one-year agreement with Mischa Routon while the County releases a formal bid solicitation and awaits the outcome. These services are vital to the department and a lapse in service will impact the eligibility of current staff relying on these services to complete their licensing exams.

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number).*

Yes SSJ# \_\_\_\_\_                       No

- a. What was the total annual and aggregate amount? \$177,024\*

4. Identify all costs for this requested in the table below:  
If review is for multiple years, all costs must be identified below:

Description:	FY <u>24/25</u>	Total
One-time Costs:	\$147,520	\$147,520

Additional Compensation (contingency per Form 11)	\$29,504	\$29,504
Total Costs*	\$177,024	\$177,024

\*Total Costs includes Additional Compensation (contingency per Form 11).

5. Period of Performance: 7/03/2024 through 06/30/2025

Ratify Start Date (if applicable): 07/03/2024

Initial Term Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): 0

Aggregate Term/End Date: 06/30/25

6. Projected Board of Supervisor Date (if applicable): 09/10/2024

**By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.**

Charity Douglas	<i>Charity Douglas</i>	8/26/2024
<b>Print Name</b>	<b>Department Head Signature</b> (Executive Level Designee)	<b>Date</b>

**PCS Reviewed:**

Monica Mathis	<i>Monica Mathis</i>	08/15/2024
<b>Print Name</b>	<b>Signature</b>	<b>Date</b>

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to [psolesource@rivco.org](mailto:psolesource@rivco.org), and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

**The section below is to be completed by the Purchasing Agent or designee.**

**Purchasing Department Review and Comments:** \_\_\_\_\_

Not to exceed:

One-time \$ \_\_\_\_\_

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 177,024 including contingency

Aggregate Amount \$ \_\_\_\_\_

*Melissa Curtis*

**Purchasing Agent Signature**

9/19/2024

**Date**

25-050

**Tracking Number**

(Reference on Purchasing Documents)