

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

832



FROM: Department of Public Social Services

SUBMITTAL DATE:
March 23, 2009

SUBJECT: Agreement # CC 0733-00 with Superior Courts of California, County of Riverside

RECOMMENDED MOTION: That the Board of Supervisors approve and:

- 1) Authorize the Chairman of the Board to sign the attached Agreement # CC 0733-00 between Superior Courts of California, County of Riverside and the Department of Public Social Services (DPSS) to provide child care services for the term July 1, 2009 through June 30, 2010, in the amount of \$197,973;
- 2) Authorize the Purchasing Agent to sign any ministerial Amendments not to exceed \$197,973 for FY 09/10, and exercise renewal for FY 10/11; and
- 3) Authorize the Director of DPSS to administer the Agreement.

Susan Loew

Susan Loew, Director

| | | | | |
|-----------------------|-------------------------------|------------|-------------------------|----------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 197,973 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | FY 09/10 |

| | | |
|---|---|--------------------------|
| SOURCE OF FUNDS: 48.6% Federal, 34.1% State, 17.3% Realignment, 0% County. | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

Policy Policy

Consent Consent

Dept's Recomm.:
Per Exec. Ofc.:

APR 20 2009
2009 APR 20 10:00 AM

Prev. Agn. Ref.: 2/26/08 (#3.45) | **District:** All | **Agenda Number:**
ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.62

FORM APPROVED COUNTY COUNSEL
BY: *Larisa R-Mckenna*
DATE: 4/15/09
PURCHASING: *Billy Cornett*
Departmental Concurrence

FROM: Department of Public Social Services

DATE: March 23, 2009

SUBJECT: Agreement # CC 0733-00 with
Superior Courts of California,
County of Riverside

PAGE: 2

BACKGROUND:

DPSS has had an agreement with Superior Courts of California, County of Riverside since FY 00/01 to provide child care services at Riverside Juvenile Court, Southwest Justice Center, and Indio Court for children involved in the Juvenile Court process whose parents have appearances scheduled at those facilities. These services provide an incentive for Children's Services Division clients to appear on their court dates, thereby reducing the number of out-of-home placements of children as a result of parents' failure to appear in court.

Additionally, the Court shall maintain confidential attendance records for the children who are present, in order that school-age children will receive credit for attending school that day.

As a result of the Superior Courts of California's transition to the State's authority, the agreement attached requires Board approval. Therefore, the Director of DPSS requests your honorable Board approve and authorize the Chairman of the Board to sign this agreement with Superior Courts of California, County of Riverside for Juvenile Court child care services.

FINANCIAL IMPACT: No County General Funds will be required.

CONCUR/EXECUTE: County Counsel
County Purchasing

SL:mf

Riverside County Department of Public Social Services

Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

PROFESSIONAL SERVICES AGREEMENT: **CC 0733-00**

CONTRACTOR: **Superior Court of California, County of Riverside**

CONTRACT TERM: **July 1, 2009 through June 30, 2010**

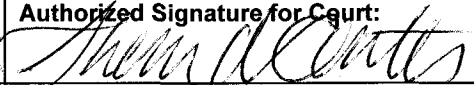
MAXIMUM REIMBURSABLE AMOUNT: **\$ 197,973**

PROGRAM **Provision of Child Care Services**

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, desires to arrange for the provision of child care services at the juvenile court facilities; and

WHEREAS, the Superior Court of California, County of Riverside, hereinafter referred to as Court, is qualified to provide assistance in arranging for the provision of child care services at its juvenile court facilities located in Riverside County Judicial Districts;

NOW THEREFORE, DPSS and the Court do hereby covenant and agree that the Court shall provide said services in return for monetary compensation, in accordance with the terms and conditions of this Agreement.

| | |
|--|---|
| Authorized Signature for Board of Supervisors: | Authorized Signature for Court:  |
| Printed Name of Person Signing: Jeff Stone | Printed Name of Person Signing: Sherri Carter |
| Title: Chairman of the Board | Title: Court Executive Officer Superior Court of California, County of Riverside |
| Address: 4080 Lemon Street Riverside, CA 92501 | Address: 4050 Main Street, First Floor Riverside, CA 92501 |
| Date Signed: | Date Signed: |

FORM APPROVED COUNTY COUNSEL
BY:  4/15/09
LARISA R-MCKENNA DATE

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF RIVERSIDE**

CHILD CARE SERVICES

TERMS AND CONDITIONS

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List of Exhibits

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Exhibit C – DPSS Form 2076B

Exhibit D – Superior Court Child Care Juvenile Court Attendance Reporting Form

CONTRACT TERMS AND CONDITIONS**I. ABBREVIATIONS/DEFINITIONS**

- A. "DPSS" or "County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- B. "Court" refers to the Superior Court of California, County of Riverside.
- C. "Provider" refers to the entity that enters into a contract ("Provider Contract") with the Court to provide trained and qualified personnel to staff and operate child care services for children involved in the juvenile court process at juvenile court facilities located in Riverside County.

II. DPSS RESPONSIBILITIES

DPSS will:

- A. Assign a DPSS employee to be the liaison between the Court and DPSS.
- B. Subject to the provisions of Section IV, reimburse the Court up to \$197,973 for its costs associated with the provision of child care services for children involved in the juvenile court process at juvenile court facilities located in Riverside County, including the cost of procuring a Provider.
- C. Monitor the performance of the Court in meeting its responsibilities under this Agreement.

III. COURT RESPONSIBILITIES

The Court will:

- A. Assign a Court staff person to be a liaison between the Court and DPSS.
- B. Use reasonable efforts to procure trained and qualified personnel to staff and provide on-site child care services for children involved in the juvenile court process at designated court facilities located within Riverside County and engage the Provider by means of a written contract, in form and substance, acceptable to the Court and consistent with this Agreement.
- C. Maintain confidential attendance records in compliance with Section V.I of this Agreement.
- D. Ensure that all Court's and Provider's employees and/or volunteers, who have contact with children under the scope of this Agreement, have passed a criminal background check. No expense from such background checks will be reimbursed by DPSS and DPSS will not receive a copy of the report.
- E. Provide a budget to the County Management Reporting Unit reflecting projected staffing needs, anticipated supplies, and other operating costs necessary to provide child care services for children involved in the juvenile court process for the ensuing fiscal year on, or before June 1 of each year.
- F. Pay for any and all costs and expenses associated with the provision of child care services under this Agreement in excess of \$197,973.

IV. FISCAL PROVISIONS**A. LINE ITEM BUDGET**

DPSS will reimburse the Court for actual expenditures incurred by the Court for up to three (3) court sites under this Agreement and submitted by invoice up to the amounts itemized below.

Fiscal Year 2009-10 Annual Estimated Reimbursable Budget

| BUDGETED ITEM | RIVERSIDE | SOUTHWEST | INDIO | TOTAL |
|--|------------------|------------------|-----------------|------------------|
| Salaries & Benefits for Provider | \$77,007 | \$48,073 | \$51,683 | \$176,763 |
| Miscellaneous Expenses for Supplies, Food, Travel/Conference, and Indirect Costs | \$9,240 | \$5,769 | \$6,201 | \$21,210 |
| TOTAL BUDGET | \$86,247 | \$53,842 | \$57,884 | \$197,973 |

B. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. The Court shall bill DPSS quarterly for its actual expenditures under this Agreement up to the maximum reimbursable amounts for each court site as designated in Section IV.A above.
2. All claims and invoices must be submitted on a quarterly basis, no later than 45 days after the end of the quarter in which the childcare services were provided. All completed claims submitted in a timely manner shall be processed within fifteen (15) working days of receipt by DPSS and forwarded to the County Auditor-Controller's office for payment.
3. The Court shall submit on a quarterly basis DPSS Form 2076A (Exhibit A) and DPSS Form 2076B (Exhibit C), following the instructions set forth on the "Instructions for Form 2076A and 2076B" (Exhibit B) and include all additional copied documentation and/or justification related to the services provided under this Agreement as mutually agreed between the parties. Exhibits A, B, and C are attached and incorporated herein.
4. Subject to the provisions of Section IV.E, the Court shall make available for inspection during annual audits any and all additional copied documentation and/or justification related to the services provided under this Agreement as requested by DPSS. Additional documentation and/or justification may include, but is not limited to, the following:
 - a. Payroll records
 - b. Receipt for related expenses
5. Each claiming period shall consist of a calendar quarter claiming period. Court invoice estimates for the fourth and final quarter of the fiscal year period of April 1, 2010 through June 30, 2010 is due no later than June 7, 2010. Actual Court invoices for the fourth quarter expenses are due no later than July 30, 2010
6. If the Court ceases operation for any period, then no payment will apply for that period.

C. MODIFICATION OF LINE ITEM BUDGET

1. Changes may be made to the budget in Section IV.A, provided the Court adequately documents the need for change and all of the following requirements are met:
 - a. The maximum reimbursable amount under the Agreement does not change; and
 - b. The Court delivers a written request to DPSS for all modification(s) and explains the need for the requested change(s), and specifically identifies the item(s) to be reduced or increased; and
 - c. DPSS approves such change(s) in writing prior to implementation or making budgetary changes; and
 - d. All modification requests must be submitted to DPSS no later than forty-five (45) days prior to the end of the Agreement term;
2. DPSS reserves the right to deny requests for reimbursement in excess of any budget line item.
3. Any such changes not meeting the above conditions must be made by written amendment signed by both parties.

D. FINANCIAL RESOURCES

Each party represents and warrants to the other that such party has sufficient financial resources to perform its obligations under this Agreement.

E. RECORDS, INSPECTIONS, AND AUDITS

1. The Court shall ensure that auditable books, records, documents, and other evidence pertaining to costs and expenses incurred under this Agreement are maintained. The Court shall ensure these records are maintained in accordance with the Court's internal policies.
2. No more than once per contract year, any authorized representative of the County of Riverside, the State of California, and the federal government shall have access to any books, documents, papers, electronic data, and other records that are maintained by the Court and pertinent to the Court's services under this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
3. Should the Court disagree with any audit conducted by DPSS, the Court shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards for related services provided during the term of this Agreement. DPSS shall be responsible for the costs for such an audit.
4. Any authorized representative of the County of Riverside, the State of California, and the federal government shall provide the Court with at least a ten (10) day notice prior to any audit, evaluation, inspection, review, assessment or examination.

F. SUPPLANTATION

Unless provided for by law, the Court shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other agreement. The Court shall not claim reimbursement from DPSS for, or apply any sums received from DPSS under this Agreement towards, expenditures that have already been paid for by another source of revenue. The Court agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS. Notwithstanding the above, the Court may supplement other funds intended for the purpose of this Agreement with DPSS funds provided under this Agreement to the extent that the DPSS funds and the other funds collectively do not exceed the Court's actual costs incurred in providing the child care services contemplated by this Agreement.

G. DISALLOWANCE

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

H. AVAILABILITY OF FUNDING

Funding by each party beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Either party may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the other party, for lack of appropriation of funds.

V. GENERAL PROVISIONS**A. EFFECTIVE PERIOD**

This Agreement is effective July 1, 2009 through June 30, 2010 and contains an option to renew the agreement for two additional one-year periods.

B. CONFLICT OF INTEREST

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

C. NOTICES

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

DPSS: Department of Public Social Services
Contracts Administration Unit
10281 Kidd St.
Riverside, CA 92503

COURT: Superior Court of California, County of Riverside
Contract Administration Unit
4050 Main Street, First Floor
Riverside, CA 92501

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

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle
Riverside, CA 92503

D. INSURANCE

The Court agrees it shall not enter into any Provider Contract with any new Provider unless the Provider Contract contains a covenant in form and substance substantially as follows or as otherwise approved by DPSS in advance:

"INSURANCE: Without limiting or diminishing the Provider's obligation to indemnify, defend, or hold the Court or DPSS harmless, Provider shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this agreement.

1. Workers' Compensation:

If the Provider has employees as defined by the State of California, the Provider 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 and the Superior Court of California, County of Riverside.

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, and employment practices liability, covering claims which may arise from or out of Provider's performance of its obligations hereunder. Policy shall name the County of Riverside, the Superior Court of California, County of Riverside and their agencies, districts, special districts, and departments, directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

If Provider's vehicles or mobile equipment are used in the performance of the obligations under this agreement, then Provider 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 of Riverside, the Superior Court of California, County of Riverside and their agencies, districts, special districts, and departments, directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

4. Professional Liability Insurance:

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

Any insurance carriers providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Court. If the Court waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

The Provider's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the Court before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the Court, and at the election of the Court, Provider's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the Court, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

Provider shall cause Provider's insurance carrier(s) to furnish the Court 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 Court, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Court 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 Court 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 coverage set forth herein and the insurance required herein is in full force and effect. ***Provider shall furnish the Court with 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.***

It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the Court's and County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

If, during the term of this agreement there is a material change in the scope of services; or, the term of this agreement including any extensions thereof exceeds five (5) years, the Court reserves the right to adjust the types of insurance required under this agreement and the monetary limits of liability for the insurance coverage currently required herein, if, in the Court's reasonable judgment, the amount or type of insurance carried by the Provider has become inadequate.

Provider shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Court. The Court shall have the right to require the Provider to maintain insurance, as required by the Court, for the benefit of each and every Judicial Branch Entity, and any judge, subordinate judicial officer, director, officer, employees, elected or appointed officials, contractor, agent or representative thereof."

E. HOLD HARMLESS/INDEMNIFICATION

1. By Provider:

The Court agrees it shall not enter into a Provider Contract with any new Provider unless the Provider Contract contains a provider covenant in form and substance substantially similar as follows, or as otherwise approved by County in advance:

The Provider shall indemnify and hold harmless the County of Riverside, the Superior Court of California, and their respective agencies, districts, special districts and departments, including DPSS, and their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way relating to this agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of Provider, its officers, agents, employees, subcontractors, agents or representatives from this agreement. Provider shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards the County of Riverside, the Superior Court of California, and their respective its agencies, districts, special districts and departments, including DPSS, and their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

The Provider's obligation to defend, indemnify and hold harmless the indemnified parties shall be subject to County and/or the Court, having given Provider written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Provider's expense, for the defense or settlement thereof. Provider's obligation hereunder shall be satisfied when it has provided to indemnified party the appropriate form of dismissal relieving County from any liability for the action or claim involved.

2. By Court and County:

The Court and the County hereby agree to waive the pro rata risk allocation contained in Government Code section 895.6 and further agree to be bound by the following:

- a. The Court shall indemnify and hold harmless the County, its officers, employees and agents, from any liability arising from third-party claims against the County as a result of the Court's actual breach of the warranties, representations, or obligations made by the Court to the County under this Agreement; the Court shall defend, at its sole expense, all costs and fees including but not limited to reasonable attorney fees, cost of investigation, defense and settlements or awards, the County, its officers, employees and agents in any claim or action based on the Court's actual breach of the warranties, representations, or obligations made by the Court to the County under this Agreement.

- b. The County shall indemnify and hold harmless the Court, its officers, employees and agents, from any liability arising from third-party claims against the Court as a result of the County's actual breach of the warranties, representations, or obligations made by the County to the Court under this Agreement; the County shall defend, at its sole expense, all costs and fees including but not limited to reasonable attorney fees, cost of investigation, defense and settlements or awards, the Court, its officers, employees and agents in any claim or action based on the County's actual breach of the warranties, representations, or obligations made by the County to the Court under this Agreement.

F. INDEPENDENT CONTRACTOR

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

G. ASSIGNMENT

Neither party shall assign any interest in this Agreement, whether by assignment or novation, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Nothing in this paragraph shall interfere with Court's obligations, including subcontracting with a Provider to provide childcare services, as further defined below.

H. SUBCONTRACT FOR SERVICES

1. Functions undertaken by the Court may be carried out under subcontracts. All subcontracts shall be made in writing and copies provided to DPSS. No subcontracts shall alter, in any way, any legal responsibility of the Court to DPSS
2. DPSS has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this Agreement.
3. Any subcontract shall include the HOLD HARMLESS and INSURANCE language contained in this Agreement and shall provide the County of Riverside and DPSS the same protections and indemnification as the Court.
4. The Court shall endeavor to ensure that all subcontractors provide services that comply with all applicable provisions of the California Welfare and Institutions Code, all applicable laws and regulations of the United States and State of California, and all administrative regulations, rules and policies adopted there under, as each and all may now exist or be hereinafter amended or changed.
5. DPSS or the County shall not require approval for agreements of employment or Provider Contracts entered into between the Court and the Provider assigned for services there under.

I. REPORTING

The Court shall provide DPSS with attendance information on a monthly basis, on the Juvenile Court Attendance Reporting Form, Exhibit D attached hereto and incorporated herein by this reference.

These reports are to be sent by electronic mail to the following address:

contractreporting@riversidedpss.org

J. PERSONNEL DISCLOSURE

Upon request by DPSS, the Court agrees to make available to DPSS, a current list of personnel that are providing services under this Agreement and that have contact with children or adult clients. The list shall include:

1. All staff who work full or part-time positions by title, including volunteer positions; and
2. Full name, birth date, and Social Security number of each staff member; and
3. A brief description of the functions of each position and hours each position worked; and
4. The professional degree, if applicable, and experience required for each position.

The Court shall not knowingly allow an employee to provide services under this Agreement if that employee has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12.

DPSS shall treat the information provided by the Court under this Section V.J. as confidential information. Accordingly, DPSS maintain the information in strict confidence and use it only in the performance of this Agreement. DPSS shall not disclose such information to third parties without the prior written approval of the Court. In the event of any unauthorized disclosure or loss of confidential information, DPSS will immediately provide notice to the Court, with pertinent details of the authorized disclosure or loss, and any remedial measures taken.

K. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under California Penal Code Sections 11165-111743, the Contractor shall establish procedures acceptable to DPSS and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency, as defined in the Penal Code.

L. TERMINATION

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

M. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to whatever other relief is granted.

N. MODIFICATION OF TERMS

No addition to or alternation of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

O. ENTIRE AGREEMENT

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

P. COUNTERPARTS

For the convenience of the parties, this Agreement may be executed in two or more counterparts. When at least one such counterpart has been signed by each party, this Agreement shall be deemed to have been fully executed, each counterpart shall be deemed to be an original, and all counterparts shall be deemed to be one and the same agreement.

CONTRACTOR PAYMENT REQUEST

Exhibit A

DPSS 2076A (Rev: APRIL, 2003)

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 Zip Code

Contractor Name

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below

Advance Payment \$ _____
(If allowed by Contract/MOU)

Actual Payment \$ _____
(Same amount as 2076B if required)

Unit of Service Payment \$ _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____

_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____
_____ (# of Units) x (\$) _____

Any questions regarding this request should be directed to:

_____ Name Phone #

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

Authorized Signature Title Date

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

Business Unit (5) _____

Purchase Order # (10) _____

Invoice # _____

Account (6) _____

Amount Authorized _____

Comments
if amount authorized is different from amount requested _____

Fund (10) _____

Dept ID (10) _____

Program (5) _____

Program (If applicable) _____ Date

Class (10) _____

Management Reporting Unit _____ Date

Project/Grant (15) _____

Contracts Administration Unit _____ Date

Vendor Code (10) _____

General Accounting Section _____ Date

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS
Instructions for Form 2076B

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 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 Form 2076A.

[see method, time, and schedule/condition of payments].

(Please type or print information on all DPSS Forms.)

information on all DPSS Forms.)

FORM DPSS 2076B

CONTRACTOR EXPENDITURE REPORT

When completed, this form is attached to the front of your invoices, and behind DPSS Form 2076A.

Only if Contract/MOU contains a line item budget, or you are to report match, or client contains a line item budget, or you are to report match, or client fees collected.

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Actual Expenditures For"

The billing period you are requesting payment for.

"Contract Number"

Can be found on the first page of your contract.

"Approved Budget Amount"

Current itemized budget amount as approved *(or amended)* in accordance with the **Fiscal Provisions** of your executed Contract/MOU agreement.

"Current Expenditures"

Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"

Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"

Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank.

The same documentation is required for match as for actual reimbursable costs.

"Client Fees Collected"

If your contract allows you to collect client fees fill in the total amount collected (if not specifically addressed in your Contract/MOU you may not collect additional fees from the client).

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

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS
Instructions for Form 2076A

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 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 Form 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

FORM DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (required). **Original Signature needed for payment.**

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

Superior Court Child Care Juvenile Court Attendance Reporting Form

Month: _____

Site: _____

Number of DPSS Children Served: _____

Please FAX to (951) 358-3900 (Micro 83900) by the 20th of the month following the month of service.