

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

801



SUBMITTAL DATE:
8/28/2012

FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBJECT: Request for the Sole Source Purchase of Child Care Services for Children involved in the Court process.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Professional Service Agreement with Superior Court of California County of Riverside for the amount of \$143,276 without seeking competitive bids for the period September 1, 2012 through June 30, 2013.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.
3. Authorize the Director of DPSS to administer these Agreements.

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 168,276	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 23,660	Budget Adjustment:	No
	Annual Net County Cost:	\$ 23,660	For Fiscal Year:	2012/2013

SOURCE OF FUNDS:			Positions To Be Deleted Per A-30	<input type="checkbox"/>
Federal Funding: 50.43%; State Funding: 0.00%; County Funding: 14.06%;			Requires 4/5 Vote	<input type="checkbox"/>
Realignment Funding: 35.51%;				

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

- Policy
- Consent
- Policy
- Consent

Dept Recom:
Per Exec. Ofc.:

Prev. Agn. Ref.: 6/2/09 (3.62), 2/26/08 (3.45) | **District:** ALL | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.78

PURCHASING & FLEET SERVICES
 DEPARTMENTAL CONCERN
 Robert Howarth, Director
 APPROVED COUNTY COUNSEL
 Date: 8-15-12
 ELENA M. BOEVA

TO: BOARD OF SUPERVISORS**DATE:** August 28, 2012**SUBJECT:** Request for the Sole Source Purchase of Child Care Services for Children involved in the Court process.**BACKGROUND:**

DPSS has had an agreement with Superior Courts of California, County of Riverside since FY 2000/2001 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. The objective of these services is to satisfy mandated requirements to provide child care for children subject to the Superior Court in order to reduce failed appearances by parents whose children are placed in custody pursuant to Section 300 of the Welfare and Institutions Code. In addition, the Court is to provide trained and qualified staff to operate the child care programs on-site at the designated facilities throughout Riverside County Judicial Districts. Providing child care services at these locations allow the Courts to provide services closer to home for Riverside County residents. Additionally, the Courts 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, County of Riverside's transition to the state's authority, the attached Agreement now requires Board approval.

PRICE REASONABLENESS:

DPSS Children Service Division (CSD) conducted a feasibility study on alternative options for providing child care service outside the courts to include identifying alternative locations for child care rooms and rental fees, reconfiguring the rooms to accommodate child care, developing operating procedures for each of the locations for processing incoming and outgoing children, staffing the child care service through the use of three (3) full time Social Services Assistants and other available staff to escort children to various court appearances and facilitate any required meetings with children. The result of CSD's research found that the transition of child care services will require further development for the most non-disruptive manner possible, and would incur additional costs to provide child care services. Due to budget cuts and service issues, CSD is unable to accommodate the increased cost and risk associated with the transition of this service. Furthermore, CSD has concluded that it is most feasible to procure the services of the Courts to provide child care services for compliance with mandates and to best meet the needs of the Children Services population.

FINANCIAL:

Funding for this Agreement is included in the FY 2012/2013 budget. Funding is from the following sources: Federal 50.42%; State 00.0%; County 14.06%; Realignment 35.51%.

ATTACHMENT(S): Sole Source Justification
Professional Services Agreement

CONCUR/EXECUTE County Counsel
County Purchasing

SL:pf

Given the circumstances surrounding the situation with child care provision, I will

Reject for the following reasons:

1. Article 9.0 – Please add the following sentence at the end of the paragraph; “For any action derived from the Court’s provision of obligations as stated herein, the Court’s insurance shall be deemed primary and the DPSS’ insurance shall not be deemed contributory.
2. Article 11.0 - CERTIFICATION AND REPRESENTATIONS – These have to be mutual and binding on both parties and not only DPSS, especially the following paragraphs:
 - A re authority to enter into the agreement;
 - F re discrimination.
3. 11.8 – LIMITATION OF LIABILITY – Please change the language of the paragraph to the following: “Excepting therefrom the provisions of Article 10.1 and 10.2 of this Agreement, neither party will be liable to the other, its officers..... or Third Parties for any indirect for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this AGREEMENT, regardless of whether either party was advised of the possibility of such loss or damage. Except as noted herein, in no event will either party’s liability for direct damages arising from or related to this AGREEMENT, for any cause whatsoever, and regardless of the form of action, whether in contract or tort, exceed the amounts paid to COURT by RCDMH under this AGREEMENT.

If mediation fails to resolve the dispute, either party may bring legal action. The parties agree that any legal action relating to claims, controversies or disputes pertaining to the formation, construction, performance, applicability, interpretation, enforceability, or breach of this AGREEMENT, or any claim or assertion that all or party of this AGREEMENT, shall be brought before a court of competent jurisdiction in Riverside County, California.

Date: July 2, 2012

From: Susan Loew, Director of the Department of Public Social Services (DPSS)

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Request for Sole Source Procurement for Child Care Services for Children involved in the Court process.

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: Child care Service 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.

Supplier being requested: Superior Court of California County of Riverside.

Alternative suppliers that can or might be able to provide supply/service: Riverside County Office of Education and YMCA are qualified to provide child care services. However, these contractor facilities are not situated near the courts creating the need for transportation service between the facilities and the courts while the children are awaiting their court ordered appearance. In addition, providing child care services at the court increases the juvenile court participation and reduces the number of failed appearances by parents.

Extent of market search conducted: DPSS Children Services Division' conducted extensive research on options for providing child care services independent of the courts and found many loopholes in the process to include the procurement of additional services, recruitment of additional staff, and the acquisition/configuration of facilities to accommodate child care. To exercise an alternative option for providing child care service would incur additional costs to transition the services and increase the current cost to maintain services.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: The childcare centers are situated in the courts where the parents are scheduled to appear for court hearings.

Reasons why my department requires these unique features and what benefit will accrue to the county: 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 placement of children as a result of parents' failure to appear in court. In addition, the courts maintain confidential attendance records for the children who are present, in order that school-age children receive credit for attending school that day.

Price Reasonableness: DPSS Children Service Division (CSD) conducted a feasibility study on alternative options for providing child care service outside the courts to include identifying alternative locations for child care rooms and rental fees, reconfiguring the rooms to accommodate child care, developing operating procedures for each of the locations for processing incoming and outgoing children, staffing the child care service through the use of three (3) full time Social Services Assistants and other available staff to escort children to various court appearances and facilitate any required meetings with children. The result of CSD's research found that the transition of child care services will require further development for the most non-disruptive manner possible, and would incur additional costs to provide child care services. Due to budget cuts and service issues, CSD is unable to accommodate the increased cost and risk associated with the transition of this service. Furthermore, CSD has concluded that it is most feasible to procure the services of the Courts to provide child care services for compliance with mandates and to best meet the needs of the Children Services population.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? No

Period of Performance: July 1, 2012 through June 30, 2017

Susan Joew 8-1-12
Department Head Signature Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Not to exceed: \$ _____ One time Annual Amount through _____

Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)

FORM APPROVED COUNTY COUNCIL
BY: Elena M. Boeva 8-15-12
ELENA M. BOEVA DATE

**AGREEMENT BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE AND
RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES**

This Agreement is made and entered into between the Superior Court of California, County of Riverside ("Court") and the Riverside County Department of Public Social Services ("DPSS") for the provision of child care services at the juvenile court facilities in Riverside County.

**ARTICLE 1
TERM**

- 1.0 TERM. This Agreement is effective September 1, 2012 through June 30, 2013, with the option to renew the Agreement for four additional one-year periods.

**ARTICLE 2
AGREEMENT AMOUNT**

- 2.0 AGREEMENT AMOUNT. DPSS shall reimburse the Court up to \$143,276 for costs incurred by the Court in its performance of this Agreement from September 1, 2012 through June 30, 2013, as specified in Article 4.1(B). DPSS shall reimburse the Court up to \$168,276 annually for costs incurred by the Court in its performance of this Agreement under subsequent renewal periods for the fiscal years 2013/2014 through 2016/2017, as specified in Article 4.1(B).

**ARTICLE 3
PARTIES' RESPONSIBILITIES**

- 3.0 DPSS RESPONSIBILITIES.
- A. Assign a DPSS employee to be the liaison between the Court and DPSS.
 - B. Reimburse the Court for costs as stated in Article 2 and Article 4.
- 3.1 COURT RESPONSIBILITIES.
- A. Assign a Court staff person to be a liaison between the Court and DPSS.
 - B. Ensure via agreement that a child care services vendor ("Provider") 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 enter into an Agreement with the Provider that is consistent with this Agreement.
 - C. Ensure via agreement that Provider maintain confidential attendance records in compliance with Article 6.
 - 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 DPSS's 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 courts process.

- F. Pay for any and all costs and expenses associated with the provision of child care services under this Agreement in excess of \$143,276 for the original term of the Agreement from September 1, 2012 through June 30, 2013. Pay for any and all costs and expenses associated with the provision of child care services under this Agreement in excess of \$168,276 annually for fiscal years 2013/2014 through 2016/2017.

ARTICLE 4 BUDGET

- 4.0 LINE ITEM BUDGET. DPSS will reimburse the Court for actual expenditures incurred by the Court up to the amounts itemized below.

ESTIMATED REIMBURSABLE BUDGET FOR FISCAL YEAR 2012/2013: (September 1, 2012 through June 30, 2013)

BUDGETED ITEM	RIVERSIDE	SOUTHWEST	INDIO	TOTAL
Salaries & Benefits for Providers	\$20,273	\$53,325	\$56,421	\$130,019
Miscellaneous Expenses for Supplies, Food, Travel/Conference, and Indirect Costs	\$3,278	\$4,855	\$5,124	\$13,257
Total Budget	\$23,551	\$58,180	\$61,545	\$143,276

ANNUAL ESTIMATED REIMBURSABLE BUDGET FOR FISCAL YEARS 2013/2014 THROUGH 2016/2017:

BUDGETED ITEM	RIVERSIDE	SOUTHWEST	INDIO	TOTAL
Salaries & Benefits for Providers	\$23,073	\$62,790	66,505	\$152,368
Miscellaneous Expenses for Supplies, Food, Travel/Conference, and Indirect Costs	\$3,933	\$5,826	\$6,149	\$15,908
Total Budget	\$27,006	\$68,616	\$72,654	\$168,276

- 4.1 METHOD, TIME AND SCHEDULE/CONDITION OF PAYMENTS.
- A. 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 Article 4.0.

- B. 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 ("Auditor") office for payment. The Court must receive full payment within thirty (30) days from the Auditor's receipt of claim(s) and invoice(s). The Court may notify DPSS when payment is overdue.
- C. The Court shall submit, on a quarterly basis, DPSS form 2076A and DPSS Form 2076B, following the instructions set forth on the "Instructions for Form 2076A," and include all additional copied documentation and/or justification related to the services provided under this Agreement as mutually agreed between the Parties. No invoice will be issued if the Court ceases operation of child care services at the juvenile court facilities for any period.

4.2 MODIFICATION OF LINE ITEM BUDGET.

- A. Changes may be made to the line item budget in Article 4.0, provided the Court adequately documents the need for change and all of the following requirements are met:
 - i. The maximum reimbursable amount under the Agreement does not change; and
 - ii. 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
 - iii. DPSS approves such change(s) in writing prior to implementation or making budgetary changes; and
 - iv. All modification requests must be submitted to DPSS no later than forty-five (45) days prior to the end of the Agreement term.
- B. DPSS reserves the right to deny requests for reimbursement in excess of any line item budget.
- C. Any such changes not meeting the above conditions must be made by written amendment signed by both Parties as stated in Article 11.13.

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

4.4 AUDITS; RECORDS.

- A. Unless otherwise mutually agreed upon by way of an amendment as described in Article 11.13, DPSS shall not conduct, nor request that a private or public entity conduct, any audit, inspection, or review of any type of the Court or this Agreement, whether on-site or off-site.
- B. Notwithstanding Article 4.4(A) above, if this Agreement is extended beyond the term of this Agreement, DPSS may confer with the Court's designated liaison as identified in Article 5 only to determine whether the Court is in

compliance with Articles 9 & 10 (insurance and indemnification sections). Each such contract compliance review shall not occur more than once every two fiscal years.

- C. Notwithstanding Article 4.4(A) above, the Court shall maintain, in accordance with the Court's internal policies, books, records, and other documentation pertaining to the costs and expenses incurred by the Court under this Agreement.

4.5 SUPPLANATION. Unless otherwise provided 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 DPSS-provided 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.

ARTICLE 5 REPRESENTATIVES

DPSS

Notices, Correspondence, Reports and/or Statements to:
Department of Public Social Services
Contracts Administration Unit
10281 Kidd St.
Riverside, CA 92503

Invoices and Financial Documents to:
Department of Public Social Services
Fiscal/Management Reporting Units
4060 County Circle
Riverside, CA 92503

COURT

Superior Court of California, County of Riverside
David Gutknecht, Supervising Management Analyst
4050 Main Street, First Floor
Riverside, CA 92501

**ARTICLE 6
ATTENDANCE INFORMATION**

- 6.0 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. These reports are to be sent by electronic mail to the following address: contractreporting@riversidedpss.org.

**ARTICLE 7
CHILD ABUSE REPORTING**

- 7.0 CHILD ABUSE REPORTING. If the Court is a mandated reporter under California Penal Code §§ 11165-111743, the Court 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.

**ARTICLE 8
SUBCONTRACT FOR SERVICE**

- 8.0 SUBCONTRACT OF SERVICES.
- A. 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 responsibility of the Court to DPSS.
 - B. Subcontract(s) shall include the indemnification language contained in this Agreement and shall provide the County of Riverside and DPSS the same protections and indemnification as the Court.
 - C. The Court shall use reasonable efforts to ensure that all subcontractors provide services that comply with all applicable provisions of the California Welfare & Institutions Code, all applicable laws and regulations of the United States and State of California, and all administrative regulations, rules and policies adopted thereunder, as each and all may now exist or be hereinafter amended or changed.
 - D. 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 thereunder.

**ARTICLE 9
INSURANCE**

- 9.0 COURT. Pursuant to statutes and rules of court governing the management of litigation and claims against California judicial branch entities, the Court participates in the Litigation Management Program of the California judicial branch as further stated in Exhibit A, incorporated into this Agreement by this reference.

9.1 PROVIDERS. To the extent the Court engages Providers, and without limiting or diminishing the Provider's obligations to indemnify the Court, DPSS, or the County as stated in Article 10, the Court shall use reasonable efforts to obtain from Providers the certificates of insurance and additional insured endorsements for the insurance coverages specified below for the term of this Agreement:

- A. Worker's 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.
- B. 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 to this Agreement or be no less than two (2) times the occurrence limit.
- C. 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.
- D. 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 converge from this 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.

- E. Any insurance carriers 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 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.
- F. 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.
- G. 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, 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 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 the 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.

- H. 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.
- I. If there is a material change in the scope of services or the term of this Agreement, including any extensions that 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 during the term of this Agreement.
- J. Provider shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- K. 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 for the benefit of each and every Judicial Branch Entity, and any judge, subordinate judicial officer, director, officer, employee, elected or appointed officials, contractor, agent or representative thereof.

ARTICLE 10 INDEMNIFICATION

- 10.0 COURT. 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.
- 10.1 COUNTY. 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 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.

- 10.2 PROVIDERS. The Court agrees it shall not enter into a subcontract with any new Provider unless the contract contains a provision, that in form and substance, is substantially similar to the paragraph below or has been approved by the County or DPSS 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, providers, 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 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 of action based on 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 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 of the action of claim involved."

ARTICLE 11 GENERAL PROVISIONS

- 11.0 CERTIFICATIONS AND REPRESENTATIONS. DPSS's signature on the cover page shall also serve as certification for the following paragraphs:
- A. Authority. DPSS has authority to enter into and perform its obligations under the Agreement, and DPSS's signatory has authority to bind DPSS to the Agreement. The Agreement constitutes a valid and binding obligation of DPSS, enforceable in accordance with its terms.

- B. Conflict of Interest.
- (1) DPSS covenants that it presently has no interest, and will acquire no interest, which would directly or indirectly conflict in any manner or to any degree, with the full and complete performance required under this Agreement. DPSS further agrees to submit full disclosure statements, if required by law to do so, pursuant to the requirements of the California Fair Political Practices Act or any other applicable federal or state law, regulation, or conflict of interest code.
 - (2) DPSS and its employees will not participate in proceedings that involve the use of Court funds or that are sponsored by the Court if DPSS or its employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.
 - (3) DPSS and its employees will not engage in actions resulting in, or creating the appearance of use of an official position with the government for private gain; preferential treatment to any particular person associated with this work or Agreement; impairment of Court's independence or impartiality; a decision made outside official channels; or adverse effects on the confidence of the public in the integrity of Court.
- C. No Interference with Other Contracts. To the best of DPSS's knowledge, the Agreement does not create a conflict of interest or default under any of DPSS's other contracts.
- D. No Gratuities. DPSS has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Court Personnel with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement.
- E. Prohibition Against Hiring Court Employees. Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment.
- F. Non-Discrimination. DPSS certifies that it will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, marital status, age (over 40), sex, or sexual orientation. DPSS will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. DPSS certifies it will not unlawfully harass, including sexually harass, any persons in the performance of work related to this Agreement. DPSS will take all reasonable steps to prevent such harassment.

- 11.1 ACCOUNTING. DPSS will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).
- 11.2 ASSIGNMENT. This Agreement shall not be assigned by either Party, in whole or in part, without the prior written consent of the other Party. Nothing in this paragraph shall interfere with the Court's obligations, including subcontracting with a Provider to provide childcare services, as delineated in Article 8.
- 11.3 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.
- 11.4 CONFIDENTIAL INFORMATION.
- A. Requirements of Strict Confidence. While executing this Agreement, DPSS may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, court users, or other government entity. DPSS does not acquire any right or title to the Confidential Information, and DPSS agrees not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to DPSS will be held in strict confidence and used only in performance of work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, DPSS will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.
- B. Permissible Disclosures. DPSS may disclose the Court's Confidential Information on a "need to know" basis to DPSS employees and any representatives of the Court. Additionally, DPSS may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement, provided that prior written notice is given to the Court.
- 11.5 AUDITS BY OTHER GOVERNMENT ENTITIES.
- A. Audit. In the event the Court is audited by other government entities, then upon reasonable notice, DPSS will provide to the Court, to any federal or state entity with monitoring or reviewing authority, or to the Court's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under the Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations, subject only to a lawyer's duty of confidentiality owed to a represented party. DPSS agrees to provide the Court with all relevant information requested, and will permit access to its premises at

reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Unless otherwise agreed upon, DPSS shall correct errors and deficiencies by the 20th day of the month following the review or audit.

- B. Ownership. The Court is the exclusive owner of all materials collected and produced in connection with the work provided under this Agreement. Upon the termination date (subject to any mutually agreed period of continuation of work), or upon the Court's notice at any time, and subject only to the duty of confidentiality owed to a represented party, DPSS shall give original materials to the Court or to another party at the Court's direction. DPSS shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:
 - (1) DPSS's receipt final payment under the Agreement; and
 - (2) The Court's resolution with DPSS of the findings of any final audit.
- C. Copies. DPSS may retain copies of any original documents DPSS provides to the Court.
- D. Retention of Records. DPSS will maintain all financial data, supporting documents, and all other records relating to performance and billing under the Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

11.6 DISPUTE RESOLUTION.

- A. The Court and DPSS will attempt, in good faith, to resolve any disputes informally. DPSS will meet with the Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.
- B. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by this Agreement, and not resolved by informal negotiations, may be resolved by mutual consent of both Parties in non-binding mediation ("mediation") in the City of Riverside, California. The Parties further agree their participation in mediation is a condition precedent to any Party pursuing any other available remedy in relation to the dispute. If a dispute between the Parties regarding the interpretation or performance of this Agreement is not resolved by mediation, either Party may bring legal action to interpret and enforce this Agreement.
- C. Parties agree that until such dispute is resolved, the Parties shall continue to provide the services and continue to make payment(s) for the non-disputed portion(s) of services of each invoice.
- D. The following mediation process shall be followed: Both Parties will select representative(s) from their staff to attend the mediation. The Party seeking mediation shall give written notice to the other Party of its desire to commence mediation. A mediation session shall take place within sixty (60) business days from the date notice was given. The Parties shall appoint a mutually acceptable mediator. The Parties further agree to share equally the costs of

the mediation. If mediation is unsuccessful, the Parties agree to a subsequent mediation under the same principles stated above between the Superior Court Presiding Judge, the Court Executive Officer, and the County Executive Officer.

11.7 FORCE MAJEURE.

- A. Force Majeure events include, but are not limited to, catastrophic acts of nature, or public enemy, civil disorder, fire or other casualty for which a Party is not responsible; and quarantine or epidemic.
- B. The Party asserting a Force Majeure event will immediately provide Notice to the other Party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The Party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means.

11.8 LIMITATION OF LIABILITY. Court will not be liable to DPSS, its officers, employees, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid by DPSS to the Court under the term of this Agreement.

11.9 TERMINATION.

- A. This Agreement may be terminated, with or without cause, by either Party giving thirty (30) days prior written notification to the other Party.
- B. 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. Upon notice, 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.
- C. In the event this Agreement is terminated, DPSS shall make payment, in a prorated amount, to the Court, for all services performed up to the termination date as identified in the notice of termination.

11.10 SURVIVAL. Terms that will survive termination or expiration of this Agreement include, but are not limited to: Confidentiality, Indemnification, and Limitation of Liability.

11.11 SEVERABILITY. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

- 11.12 NOTICES. Unless otherwise specified, notices under the Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to the individual(s) in the signature block of the Agreement. Either Party may change its address for receipt of notice by entering a different recipient and address or by giving notice at any time to the other Party in the manner permitted by this paragraph.
- 11.13 AMENDMENTS. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment, signed by both Parties, that specifically references and incorporates the terms of this Agreement into the written amendment.
- 11.14 GOVERNING LAW. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. DPSS irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Riverside, California in any legal action concerning or relating to this Agreement.
- 11.15 WAIVER OF RIGHTS. Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.
- 11.16 HEADING AND CAPTIONS. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.
- 11.17 ENTIRE AGREEMENT. This Agreement, including all referenced documents, constitutes the entire agreement between the Parties. No agent, representative, employee or officer of either the Court or the DPSS has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to and detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No subsequent purchase order, invoices, or similar documents containing conflicting terms and conditions, issued by any Party in conjunction with the performance of any Party's duties and/or obligations due under this Agreement, shall be permitted to modify or contradict any of the terms and conditions of this Agreement.

11.18 NEGOTIATED AGREEMENT. The Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared the Agreement for purposes of construing the Agreement under California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

11.19 COUNTERPARTS. This agreement may be executed in counterparts, each of which is considered an original.

IN WITNESS HEREOF, the Parties hereto have executed this agreement in Riverside, California, effective as of the date stated above.

RIVERSIDE COUNTY BOARD OF SUPERVISORS

By: _____

Dated: _____

Name: _____

Title: _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

By: 

Sherri Carter, Court Executive Officer

Dated: 8-6-12

CONTRACTOR PAYMENT REQUEST
DPSS 2076A (Rev; APRIL 2003)

TO: Riverside County
 Department of Public Social Services
 Attn: Fiscal/management Reporting Units
 4060 County Circle Drive
 Riverside, CA 92503

FROM: _____
 Remit to Name _____
 Address _____
 City _____ State _____ Zip _____
 Contractor Name _____
 Contract Number _____

Total amount requested _____ for the period of _____, 20____

Select Payment Types(s) Below

<input type="checkbox"/> Advance Payment \$ _____ (if allowed by Contract/MOU)	<input type="checkbox"/> Actual Payment \$ _____ (Same amount as 2076B if required)
<input type="checkbox"/> Unit of Service Payment \$ _____ _____ (# 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	
Fund (10) _____	<i>Comments if amount authorized is different from amount requested</i>	
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 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), 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 e-mail to contractreporting@riversidedpss.org by the 20th of the month following the month of service.



ADMIN-10045-0-613

Exhibit E

Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

OFFICE OF THE GENERAL COUNSEL

2255 North Ontario Street, Suite 200 • Burbank, California 91504-3120

Telephone 818-558-3060 • Fax 818-558-3112 • TDD 415-865-4272

TANI CANTIL-SAKAUYE
Chief Justice of California
Chair of the Judicial Council

WILLIAM C. VICKREY
Administrative Director of the Courts

RONALD G. OVERHOLT
Chief Deputy Director

MARY M. ROBERTS
General Counsel

TO: County of Riverside
Attn: Patricia Franks

FROM: Oliver Cheng, Attorney

DATE: September 6, 2011

**SUBJECT/
PURPOSE OF
MEMO:** Certificate of Participation: California Judicial Branch Litigation
Management Program

**CONTACT FOR
FURTHER
INFORMATION:** **NAME:** Oliver Cheng **TEL:** (818) 558-3076 **EMAIL:** Oliver.Cheng@jud.ca.gov

PURPOSE OF MEMO

This memo responds to your request to the Superior Court of California, County of Riverside, for a certificate of commercial liability insurance in connection with the Agreement involving the Department of Public Social Services. Please retain this memo as your proof of the Court's participation in the Litigation Management Program of the judicial branch of the State of California. This program is in lieu of commercial liability insurance.

OVERVIEW OF LITIGATION MANAGEMENT PROGRAM

The Court is an entity of the judicial branch of the State of California, and the Judicial Council of California established the Litigation Management Program to address litigation and claims against judicial branch entities¹, including the superior courts. The program

¹ "Judicial branch entities" are defined in section 900.3 of the Government Code as including the superior courts, the Courts of Appeal, the Supreme Court, the Judicial Council of California, and the Administrative Office of the Courts. The requirements for actions against public employees, as set forth in sections 950 through 951 of the Government Code, apply to actions against employees of those judicial branch entities.

is administered pursuant to statutes and rules of court governing the management of litigation and claims against California judicial branch entities and judicial officers.

Applicable Statutes

Sections 811.9 and 912.7 of the Government Code codify the responsibility of the Judicial Council to provide representation, defense, and indemnification of the trial courts, and their judges, subordinate judicial officers, executive officers, and employees, in accordance with sections 810 through 995 of the code. Section 965(c) codifies the responsibility of the State of California to pay settlements and judgments arising out of the activities of a judicial branch entity.

Applicable Rules of Court

The Litigation Management Program is administered in accordance with Rules of Court 10.14, 10.201, 10.202 and 10.203, which are promulgated under sections 811.9 and 912.7 of the Government Code. The rules require the AOC's Office of the General Counsel to manage and administer a program for investigating and resolving all claims and lawsuits affecting the courts.

Duration of Court's Participation

The Court's participation in the Litigation Management Program is mandatory and continues without interruption in accordance with the statutes and rules of court.