

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



**ITEM
3.21
(ID # 3588)**

MEETING DATE:

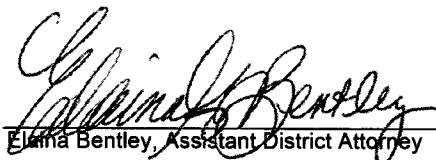
Tuesday, March 7, 2017

FROM : DISTRICT ATTORNEY:

SUBJECT: DISTRICT ATTORNEY: Acceptance of the County Victim Services (XC) Program Award from Cal OES with Budget Adjustment, Professional Services Agreements and Adoption of Resolution No. 2017-047; 3 years - All Districts [\$2,334,179; State of California 80%, County 20%] For 4/5th Vote.

RECOMMENDED MOTION: That the Board of Supervisors:

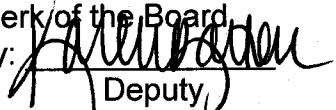
1. Approve acceptance of the County Victim Services (XC) Program Award from the California Governor's Office of Emergency Services (Cal OES) in the amount of \$1,867,343 for the grant period July 1, 2016 through June 30, 2019.
2. Authorize Chair to execute the following: Professional Services Agreements from Safe Alternatives for Everyone, Shelter from the Storm, Riverside County Family Justice Centers, KIDS Court Clinical Services, Family Services Association Women Wonder Writers and Hazelden Betty Ford Foundation.
3. Approve and direct the Auditor-Controller to make the budget adjustments as shown on Schedule A, attached.
4. Adopt Resolution 2017-047 authorizing the District Attorney to submit grant applications to CalOES and sign grant agreements on behalf of the Board through the grant period.


Elaina Bentley, Assistant District Attorney 2/22/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: March 7, 2017
xc: D.A., Auditor

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 525,456	\$ 1,808,723	\$ 2,334,179	\$ 0
NET COUNTY COST	\$ 105,092	\$ 361,744	\$ 466,836	\$ 0
SOURCE OF FUNDS: State of California 80%; Riverside County 20%			Budget Adjustment:	Yes
			For Fiscal Year: 16/17, 17/18, 18/19	

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

On May 3, 2016, the District Attorney's Office was authorized by the Board of Supervisors to apply for grant funding under the California Office of Emergency Services (Cal OES) XC Grant Program (5/3/16; Item #3-10). As a result of this application, the District Attorney's Office has been awarded grant funding for FY16-17, FY17-18 and FY18-19.

Project award funds ensure coordinated, case managed services by community partners and Victim Services co-located in the Family Justice Centers hosted by the Riverside County District Attorney's Office. The Division of Victim Services will provide key services to child victims of crime and their families to include crisis intervention, notification of friends/family, criminal justice system orientation, court escort, case status/disposition, emergency assistance and more. Co-locating community nonprofit partners at the Family Justice Centers will ensure trauma informed services are directly provided to child victims, primary and secondary, and to their families to help child victims heal from the victimization. Specialized services targeting child emotional and physical safety from a multi-disciplinary team of professionals and services will help provide long term outcomes for children.

A budget adjustment of \$420,364 is necessary to increase anticipated revenues for FY16/17 as a result of this new award (see attached Schedule A).

Impact on Residents and Businesses

This funding source for such a critical program provides ample return on the County's 20% matching funds. Matching fund requirement for this program consists of a portion of the District Attorney's existing county budget and does not require any additional county funding to be allocated.

ATTACHMENT A. BUDGET ADJUSTMENT


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

ATTACHMENT B. AWARD LETTER

ATTACHMENT C. COUNTY RESOLUTION

ATTACHMENTS D - J. PROFESSIONAL SERVICE AGREEMENTS

 
Douglas Cady, Principal Management Analyst 2/22/2017 Misley Wang 2/21/2017


Gregory V. Priarios, Director County Counsel 2/15/2017

**District Attorney's Office
Victim Services XC Program Award from Cal OES
Budget Adjustment**

**Schedule "A"
FY 16/17**

Increase Appropriations:

10000-2200100000-510040	Regular Salaries	\$ 229,444
10000-2200100000-518100	Budgeted Benefits	144,420
10000-2200100000-520200	Communications	2,000
10000-2200100000-524560	Auditing and Accounting	4,500
10000-2200100000-523640	Computer Equip-Non Fixed Asset	20,000
10000-2200100000-524660	Consultants	<u>20,000</u>
		\$ 420,364

Increase Estimated Revenue:

10000-2200100000-767280	FED-Federal Revenue	\$ 420,364
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2
3 RESOLUTION NO. 2017-047

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
5 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, REGARDING
6 VICTIM SERVICES XC PROGRAM
7

8 WHEREAS, the County of Riverside desires to undertake a certain program designated the
9 Victim Services XC Program to be funded by funds made available through and administered by the
10 California Governor's Office of Emergency Services (hereinafter referred to as "Cal OES"); now
11 therefore,

12 BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Riverside,
13 State of California, in regular session assembled on March 7, 2017, that the Board
14 of Supervisors of the County of Riverside does hereby authorize the District Attorney of the County
15 of Riverside, State of California and/or his designee is authorized, on its behalf, to submit and to
16 sign the Grant Agreement, as well as related contracts, amendments, or extensions with Cal OES
17 that do not significantly change the grant or the contract and;

18 BE IT FURTHER RESOLVED that the resolution shall be in effect for a three-year period
19 beginning July 1, 2016 and ending June 30, 2019.

20
21 ROLL CALL:

22 Ayes: Jeffries, Tavaglione, Washington and Ashley
23 Nays: None
24 Absent: None

25 The foregoing is certified to be a true copy of a resolution duly
26 adopted by said Board of Supervisors on the date therein set forth.

27 KECIA HARPER-HEM, Clerk of said Board

28 By 

Deputy

FORM APPROVED BY COUNTY COUNSEL
BY: HEAL R. KIPNIS DATE: 3/7/17

EDMUND G. BROWN JR.
GOVERNOR



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

vi.
MARK S. GHILARDUCCI
DIRECTOR

February 7, 2017

Elaina Bentley, Assistant District Attorney
Riverside County
3960 Orange Street
Riverside, CA 92501-3643

Subject: **NOTIFICATION OF APPLICATION APPROVAL**
County Victim Services Program
Subaward #: XC16 01 0330, Cal OES ID: 065-00000

Dear Ms. Bentley:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$1,867,343, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

Enclosure

c: Subrecipient's file

3650 SCHRIEVER AVENUE • MATHER, CALIFORNIA 95655
VICTIM SERVICES & PUBLIC SAFETY BRANCH
TELEPHONE: (916) 845-8112 • FAX: (916) 636-3770



OFFICE OF
THE DISTRICT ATTORNEY
COUNTY OF RIVERSIDE

MICHAEL A. HESTRIN
DISTRICT ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: Women Wonder Writers
AGREEMENT TERM: July 1, 2016 – October 31, 2019
MAXIMUM REIMBURSABLE AMOUNT: \$ \$45,000.00

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, on behalf of the Riverside County District Attorney's Office and **Women Wonder Writers** to provide services under the County Victim Services (XC) Program, funded by the California Office of Emergency Services, hereinafter referred to as "CalOES". This grant program is designed to provide direct services to child crime victims. The County will establish a Steering Committee and collaborate with the Contractor to identify gaps/needs in child crime victim services and develop a plan including measurable objectives to meet the identified gaps/needs of crime victims.

WHEREAS, the County of Riverside, on behalf of the Riverside County District Attorney's Office, hereinafter referred to as "DAO", desires to enter into an Agreement with **Women Wonder Writers** to provide curriculum based intervention programs to identified child victims as referred by the Family Justice Centers in Indio, Murrieta and Riverside, CA. This contractor will also actively participate in the Victim Services Steering Committee to create and implement a plan to provide direct and continuing services to child victims of crime and their families.

WHEREAS, **Women Wonder Writers**, hereinafter referred to as "CONTRACTOR" is qualified to provide curriculum targeted to identified child victims;

WHEREAS, DAO desires the CONTRACTOR to perform these services in accordance with the CONTRACT TERMS AND CONDITIONS, herein after referred to as CT&C, attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DAO and the CONTRACTOR;

NOW THEREFORE, DAO and the CONTRACTOR do hereby covenant and agree that the CONTRACTOR shall provide said services in return for monetary compensation, all in accordance with the CT&C.

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2017 MAR - 8 AM 10:55

RECEIVED RIVERSIDE COUNTY
CLERK/BOARD OF SUPERVISORS
2017 MAR - 7 PM 1:45

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

- A. "DAO" refers to the Riverside County District Attorney's Office which has administrative responsibility for this Agreement and the grant funding the County Victim Services (XC) Program.
- B. "CalOES" refers to the California Office of Emergency Services.
- C. "CONTRACTOR" refers to **Women Wonder Writers** personnel who will provide direct and referral services for child victims of crime and their families.
- D. "VSSC Plan" refers to the Victim Services Steering Committee Plan.

II. DAO RESPONSIBILITIES

DAO will:

- 1. Pay the CONTRACTOR for service delivery under the County Victim Services Program, as specified in the CONTRACTOR Responsibilities section of the CT&C.
- 2. Assign DAO personnel to be the liaison between the CONTRACTOR and DAO.
- 3. Arrange all travel activities related to the County Victim Services (XC) Program.
- 4. Refer eligible victims of crime for services to the CONTRACTOR.
- 5. During Years 1 and 2 of the project funded period (July 1, 2016 – June 30, 2018) provide the CONTRACTOR with workspace at the Riverside Family Justice Center locations where the CONTRACTOR will provide services and coordination. Should a grant extension be required and approved, workspace for direct care will be provided to the CONTRACTOR through June 30, 2019.
- 6. Audit or review CONTRACTOR in meeting the terms, conditions, and services for compliance with this Professional Services Agreement through any combination of the following methods: annual inspections, evaluations, and periodic reporting.

III. CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall:

1. Assign a Project Coordinator to act as a liaison between the CONTRACTOR and DAO and support project activities as needed, i.e. mandatory travel, local trainings, policy and protocol development, outreach and referral, and administrative activities.
2. Send **one** representative to attend a grantee orientation.
3. Provide **one (1)** local one day direct services training to governmental agency staff, victim assistants, and victim services providers during each year of the funding cycle.
4. Send **one (1)** designated staff member to the local one day direct services training to enhance their skills and abilities.
5. Provide direct services and outreach to referred child victims and their families in the form of the curriculum based intervention programs.
6. Participate in Family Justice Center Operations Task Force meetings to promote program collaborations and program enhancements
7. Work with DAO staff to develop and maintain a data collection system, which will provide all information necessary for a project evaluation. All data received by DAO from the CONTRACTOR shall be electronic.
8. Attend monthly and/or quarterly County Victim Services Program Steering Committee meetings as requested.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed the sum of \$ \$45,000.00.

B. LINE ITEM BUDGET

BUDGET ITEMS	
\$7,500 x 3 sites x 2 years (includes combination of Write of Your Life and Write of Your Life Mini)	\$45,000
Aggregate Total Amount	\$45,000

C. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that the CONTRACTOR adequately documents the need for the change, both parties are in agreement and all of the following requirements are met:

1. CONTRACTOR delivers a written request to DAO for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests must be made before the last ninety (90) days of the contract term.
2. DAO approves the request in writing prior to implementation. DAO reserves the right to deny request for reimbursement in excess of any line item; and
3. No other 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 the form of a written amendment to the Agreement which is formally approved and executed by both parties.

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

1. CONTRACTOR will be paid the actual amount of each monthly claim for payment not to exceed the total sum allocated in the approved grant budget (\$ 45,000.00).
2. To accurately project and report expenditures to the grantor, the CONTRACTOR will submit quarterly invoices and backup that is accompanied by a detailed Payment Request (**Exhibit B attached**), payroll register, copies of signed time sheets, and/or actual receipts.
3. Monthly invoices and supporting documentation are due by the 10th day of the month following the end of each month in which services were provided.
4. All claims submitted in a timely and complete manner shall be processed within twenty (20) working days of receipt by DAO and forwarded to the Auditor-Controller's office for payment. If the required supporting documentation or actual receipts are not provided, DAO will delay payment until the report or receipts are received and approved by DAO.

E. FINANCIAL RESOURCES

CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.

F. RECORDS, INSPECTIONS, AND AUDITS

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least three years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by the COUNTY.

G. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from DAO for, or apply any sums received from DAO, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DAO.

H. DISALLOWANCE

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

I. AVAILABILITY OF FUNDING

DAO's obligation for payment of any Agreement is contingent upon the availability of funds from the U.S. Department of Justice, Office on Violence Against Women, from which payment can be made.

J. REPORTING

CONTRACTOR shall:

Submit Quarterly Progress Reports summarizing County Victim Services Program activities, no later than 20 calendar days following the end of each quarter in which services were provided. Quarterly reports will be due no later than October 20th, January 20th, April 20th and July 20th.

DAO will:

- i. Consult with CONTRACTOR on the development of the Quarterly Progress Reports.

- ii. Take the lead in coordinating the Quarterly Progress Reports and submission to the Cal OES to include the participating agencies activities, data, outcomes, and any required narratives.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2016 through October 31, 2019.

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, claims" correspondence, reports, and/or statements required regarding this Agreement shall be addressed as follows:

DAO: Riverside County District Attorney's Office
Administration – Grants
3960 Orange Street
Riverside, CA 92501

CONTRACTOR: Women Wonder Writers
8172 Magnolia Avenue
Riverside, CA 92504
Attention: Debra Postil

CONFIDENTIALITY

- I. CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTOR'S, SUB-CONTRACTOR'S or suppliers in advance of official announcement.
- II. The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to DAO all third party requests for

disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by DAO, any such information to anyone other than DAO. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

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

D. NON-DISCRIMINATION

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

E. FORCE MAJEURE

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

F. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, SUB-CONTRACTOR's, 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 CONTRACTOR, its officers, agents, employees, SUB-CONTRACTOR's, agents or representatives from this Agreement; CONTRACTOR 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 in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S

indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR 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 CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.

G. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

i. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

ii. 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 covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective 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.

iii. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-

owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

iv. Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'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 CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR 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 CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

v. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR'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 County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all

attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside 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's set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or 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.**

4. It is understood and agreed 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 County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of SUB-CONTRACTOR's working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County.

H. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTOR'S, all CONTRACTOR'S shall be licensed, if required, in accordance with the laws of this State and any CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

I. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR'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 CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.

As an independent CONTRACTOR, CONTRACTOR hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

J. ASSIGNMENT

The CONTRACTOR shall not assign any interest in the Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of DAO.

K. CHILD ABUSE REPORTING

The CONTRACTOR shall establish a procedure acceptable to DAO to ensure that all employees, volunteers, consultants, SUB-CONTRACTOR's or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

L. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the CONTRACTOR certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State antitrust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

M. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Emergency Management Agency, U.S. Department of Justice, other applicable Federal agencies, and funding sources which impose duties and regulations upon DAO, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

N. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DAO which shall furnish the decision in writing. The decision of DAO shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of the agreement pending DAO's decision.

O. SANCTIONS

Failure by the CONTRACTOR to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DAO may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DAO may also:

Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of DAO; and/or

Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the CONTRACTOR but yet unpaid by DAO. DAO shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

P. TERMINATION

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

Q. 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 attorney's fees in addition to whatever other relief is granted.

R. MODIFICATION OF TERMS

No addition to or alteration 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.

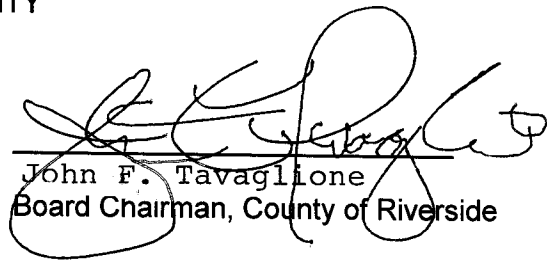
S. ENTIRE AGREEMENT

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.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY

CONTRACTOR

By: 
John F. Tavecchio
Board Chairman, County of Riverside

By: Debra Postil
Debra Postil
Executive Director
Women Wonder Writers


Dated: MAR 07 2017

Dated: 10/17/16

ATTEST

Clerk of the Board

ATTEST:

By: KECIA HARPER-IHEM, Clerk
BY: 
DEPUTY

Approved as to form:

By: FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE 5/9/17

Dated: _____



OFFICE OF
THE DISTRICT ATTORNEY
COUNTY OF RIVERSIDE

MICHAEL A. HESTRIN
DISTRICT ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: **Shelter from the Storm, Inc.**

AGREEMENT TERM: July 1, 2016 – October 31, 2019

MAXIMUM REIMBURSABLE AMOUNT: **\$ 143,520.00**

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, on behalf of the Riverside County District Attorney's Office and **Shelter from the Storm, Inc.** to provide services under the County Victim Services Program, funded by the California Office of Emergency Services, hereinafter referred to as "CalOES". This grant program is designed to address the issue of the provision of direct services to child crime victims. The County will establish a Steering Committee and collaborate with the Contractor to identify gaps/needs in child crime victim services and develop a plan (including measurable objectives) to meet the identified gaps/needs of crime victims.

WHEREAS, the County of Riverside, on behalf of the Riverside County District Attorney's Office, hereinafter referred to as "DAO", desires to enter into an Agreement with **Shelter from the Storm, Inc.** to provide bi-lingual case management services to child victims of crime and their families at the Family Justice Center in Indio, CA. **Shelter from the Storm, Inc.** will also provide parenting classes and direct support to identified families referred from the Family Justice Center. This contractor will also actively participate in the Victim Services Steering Committee to create and implement a plan to provide direct and continuing services to child victims of crime and their families.

WHEREAS, **Shelter from the Storm, Inc.**, hereinafter referred to as "CONTRACTOR" is qualified to provide bi-lingual case management services, parenting classes and make direct referrals for immediate and on-going services of child victims of crime and their families;

WHEREAS, DAO desires the CONTRACTOR to perform these services in accordance with the CONTRACT TERMS AND CONDITIONS, herein after referred to as CT&C, attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DAO and the CONTRACTOR;

NOW THEREFORE, DAO and the CONTRACTOR do hereby covenant and agree that the CONTRACTOR shall provide said services in return for monetary compensation, all in accordance with the CT&C.

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

- A. "DAO" refers to the Riverside County District Attorney's Office which has administrative responsibility for this Agreement and the grant funding the County Victim Services (XC) Program.
- B. "CalOES" refers to the California Office of Emergency Services.
- C. "CONTRACTOR" refers to **Shelter from the Storm, Inc.** personnel who will provide direct and referral services for child victims of crime and their families.
- D. "VSSC Plan" refers to the Victim Services Steering Committee Plan.

II. DAO RESPONSIBILITIES

DAO will:

- 1. Pay the CONTRACTOR for service delivery under the County Victim Services Program, as specified in the CONTRACTOR Responsibilities section of the CT&C.
- 2. Assign DAO personnel to be the liaison between the CONTRACTOR and DAO.
- 3. Arrange all travel activities related to the County Victim Services Program.
- 4. Refer eligible victims of crime for services to Shelter From The Storm for case management and shelter services.
- 5. During Years 1 and 2 of the project funded period (October 1, 2016 – September 30, 2018) provide the CONTRACTOR with workspace at the Family Justice Center location where the CONTRACTOR will be stationed. Should a grant extension be required and approved, workspace for direct care will be provided to the CONTRACTOR through June 30, 2019.
- 6. Audit or review CONTRACTOR in meeting the terms, conditions, and services for compliance with this Professional Services Agreement through any combination of the following methods: annual inspections, evaluations, and periodic reporting.

III. CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall:

1. Assign a Project Coordinator to act as a liaison between the CONTRACTOR and DAO and support project activities as needed, i.e. mandatory travel, local trainings, policy and protocol development, outreach and referral, and administrative activities.
2. Send **one** representative to attend a grantee orientation.
3. Provide **one (1)** local one day direct services training to governmental agency staff, victim assistants, and victim services providers during each year of the funding cycle.
4. Send **two (2)** designated staff (Case Manager equivalent and service provider)(s) to the local one day direct services training to enhance their skills and abilities.
5. Provide direct services and outreach to child victims in the form of case management, clinical counseling services and individual/peer counseling.
6. Participate in Family Justice Center Operations Task Force meetings to promote program collaborations and program enhancements.
7. Work with DAO staff to develop and maintain a data collection system, which will provide all information necessary for a project evaluation. All data received by DAO from the CONTRACTOR shall be electronic.
8. Attend monthly and/or quarterly County Victim Services Program Steering Committee meetings.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed the sum of \$ \$143,520.00.

B. LINE ITEM BUDGET

BUDGET ITEMS

BUDGET FOR SERVICES

Calculation of Match:

Total Award:	\$ 143,520	
Year 1: 2016-17		68,568
Year 2: 2017-18		88,283

Match from Shelter From The Storm:	\$ 13,331
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Line Item Budget Year 1:				Total
	Mo	Hours	Yr	Program Cost
				<u>Rate</u>
Salaries & Wages				
Case Management	173	9.5	1,645	19.23
Clinician	87	9.0	779	34.62
Benefits & Taxes				
FICA				3,634.54
MediCare				850.01
SUI				111.86
Medical Insurance (F-T Employee)				5,350.00
Total Budget				<u><u>68,567.95</u></u>

Line Item Budget Year 2:				
	Mo	Hours	Yr	
				<u>Rate</u>
Salaries & Wages				
Case Management	173	12	2,078	19.23
Clinician	87	12	1,039	34.62
Benefits & Taxes				
FICA				4,708.38
MediCare				1,101.15
SUI				111.86
Medical Insurance (F-T Employee)				6,420.00
Total Budget				<u><u>88,282.93</u></u>

Aggregate Total Amount	\$143,520.00
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C. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that the CONTRACTOR adequately documents the need for the change, both parties are in agreement and all of the following requirements are met:

1. CONTRACTOR delivers a written request to DAO for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests must be made before the last ninety (90) days of the contract term.
2. DAO approves the request in writing prior to implementation. DAO reserves the right to deny request for reimbursement in excess of any line item; and
3. No other 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 the form of a written amendment to the Agreement which is formally approved and executed by both parties.

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

1. CONTRACTOR will be paid the actual amount of each monthly claim for payment not to exceed the total sum allocated in the approved grant budget (\$143,520.00).
2. To accurately project and report expenditures to the grantor, the CONTRACTOR will submit quarterly invoices and backup that is accompanied by a detailed Payment Request (**Exhibit B attached**), payroll register, copies of signed time sheets, and/or actual receipts.
3. Monthly invoices and supporting documentation are due by the 10th day of the month following the end of each month in which services were provided.
4. All claims submitted in a timely and complete manner shall be processed within twenty (20) working days of receipt by DAO and forwarded to the Auditor-Controller's office for payment. If the required supporting documentation or actual receipts are not provided, DAO will delay payment until the report or receipts are received by DAO.

E. FINANCIAL RESOURCES

CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.

F. RECORDS, INSPECTIONS, AND AUDITS

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least three years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by the COUNTY.

G. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from DAO for, or apply any sums received from DAO, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DAO.

H. DISALLOWANCE

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

I. AVAILABILITY OF FUNDING

DAO's obligation for payment of any Agreement is contingent upon the availability of funds from the U.S. Department of Justice, Office on Violence Against Women, from which payment can be made.

J. REPORTING

CONTRACTOR shall:

Submit Quarterly Progress Reports summarizing County Victim Services Program activities, no later than 20 calendar days following the end of each quarter of the grant period. Reports shall be due by October 20th, January 20th, April 20th and July 20th each year the grant is in place.

DAO will:

- i. Consult with CONTRACTOR on the development of the Quarterly Progress Reports.

- ii. Take the lead in coordinating the Quarterly Progress Reports and submission to the Cal OES to include the participating agencies activities, data, outcomes, and any required narratives.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2016 through September 30, 2019.

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, claims" correspondence, reports, and/or statements required or contemplated this Agreement shall be addressed as follows:

DAO: Riverside County District Attorney's Office
Administration – Grants
3960 Orange Street
Riverside, CA 92501

CONTRACTOR: Shelter from the Storm, Inc.
73-550 Alessandro Drive, Suite 103
Palm Desert, CA 92260
Attention: Angelina Coe

CONFIDENTIALITY

- I. CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTOR'S, SUB-CONTRACTOR'S or suppliers in advance of official announcement.
- II. The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to DAO all third party requests for

disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by DAO, any such information to anyone other than DAO. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

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

D. NON-DISCRIMINATION

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

E. FORCE MAJEURE

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

F. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, SUB-CONTRACTOR's, 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 CONTRACTOR, its officers, agents, employees, SUB-CONTRACTOR's, agents or representatives from this Agreement; CONTRACTOR 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 in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S

indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR 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 CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.

G. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

i. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

ii. 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 covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective 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.

iii. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-

owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

iv. Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'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 CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR 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 CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

v. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR'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 County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all

attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside 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's set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or 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.**

4. It is understood and agreed 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 County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of SUB-CONTRACTOR's working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County.

H. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTOR'S, all CONTRACTOR'S shall be licensed, if required, in accordance with the laws of this State and any CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

I. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR'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 CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.

As an independent CONTRACTOR, CONTRACTOR hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

J. ASSIGNMENT

The CONTRACTOR shall not assign any interest in the Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of DAO.

K. CHILD ABUSE REPORTING

The CONTRACTOR shall establish a procedure acceptable to DAO to ensure that all employees, volunteers, consultants, SUB-CONTRACTOR's or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

L. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the CONTRACTOR certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State antitrust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a three year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

M. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Emergency Management Agency, U.S. Department of Justice, other applicable Federal agencies, and funding sources which impose duties and regulations upon DAO, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

N. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DAO which shall furnish the decision in writing. The decision of DAO shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of the agreement pending DAO's decision.

O. SANCTIONS

Failure by the CONTRACTOR to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DAO may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DAO may also:

Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of DAO; and/or

Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the CONTRACTOR but yet unpaid by DAO. DAO shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

P. TERMINATION

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

Q. 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 attorney's fees in addition to whatever other relief is granted.

R. MODIFICATION OF TERMS

No addition to or alteration 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.

S. 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.

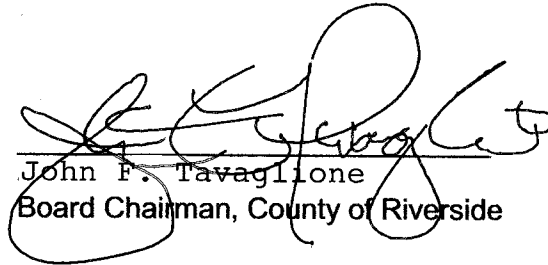
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

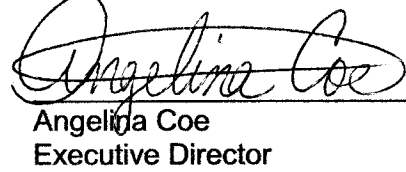
COUNTY

CONTRACTOR

By:

Shelter from the Storm, Inc.


John F. Tavaglione
Board Chairman, County of Riverside


Angelina Coe
Executive Director

Dated:

Dated

MAR 07 2017

15th of September 2016

ATTEST

Clerk of the Board

ATTEST:

By:


KECIA HARPER-JHEM, Clerk

By: 
DEPUTY

Approved as to form:

By:

FORM APPROVED COUNTY COUNSEL

BY:  DATE

Dated:



OFFICE OF
THE DISTRICT ATTORNEY
COUNTY OF RIVERSIDE

MICHAEL A. HESTRIN
DISTRICT ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: Safe Alternatives for Everyone, Inc.
AGREEMENT TERM: July 1, 2016 – October 31, 2019
MAXIMUM REIMBURSABLE AMOUNT: \$ \$287,040.00

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, on behalf of the Riverside County District Attorney's Office and **Safe Alternatives for Everyone, Inc.** to provide services under the **County Victim Services Program (XC)**, funded by the California Office of Emergency Services, hereinafter referred to as "CalOES". This grant program is designed to provide direct services to child crime victims. The County will establish a Steering Committee and collaborate with the Contractor to identify gaps/needs in child crime victim services and develop a plan (including measurable objectives) to meet the identified gaps/needs of crime victims.

WHEREAS, the County of Riverside, on behalf of the Riverside County District Attorney's Office, hereinafter referred to as "DAO", desires to enter into an Agreement with **Safe Alternatives for Everyone, Inc.** to provide bi-lingual case management services to child victims of crime and their families; provide emergency shelter at Trinity SAFEhouse and refer victims to service partners as appropriate. This contractor will also actively participate in the Victim Services Steering Committee to create and implement a plan to provide direct and continuing services to child victims of crime and their families.

WHEREAS, **Safe Alternatives for Everyone, Inc.**, hereinafter referred to as "CONTRACTOR" is qualified to provide case management, emergency family shelter and referral services for child victims of crime and their families;

WHEREAS, DAO desires the CONTRACTOR to perform these services in accordance with the CONTRACT TERMS AND CONDITIONS, herein after referred to as CT&C, attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DAO and the CONTRACTOR;

NOW THEREFORE, DAO and the CONTRACTOR do hereby covenant and agree that the CONTRACTOR shall provide said services in return for monetary compensation, all in accordance with the CT&C.

MAR 07 2017 3.21

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

- A. "DAO" refers to the Riverside County District Attorney's Office which has administrative responsibility for this Agreement and the grant funding for the County Victim Services (XC) Project.
- B. "CalOES" refers to the California Office of Emergency Services.
- C. "CONTRACTOR" refers to **Safe Alternatives for Everyone, Inc.** personnel who will provide direct and referral services for child victims of crime and their families.
- D. "SAFE" refers to Safe Alternatives for Everyone, Inc.
- E. "VSSC Plan" refers to the Victim Services Steering Committee Plan.

II. DAO RESPONSIBILITIES

DAO will:

1. Pay the CONTRACTOR for service delivery under the County Victim Services Program, as specified in the CONTRACTOR Responsibilities section of the CT&C.
2. Assign DAO personnel to be the liaison between the CONTRACTOR and DAO.
3. Arrange all travel activities related to the County Victim Services Program.
4. Refer eligible victims of crime for case management and direct services to **SAFE**.
5. During Years 1 and 2 of the project funded period (July 1, 2016 – June 30, 2018) provide the CONTRACTOR with workspace at the Riverside Family Justice Center locations (Riverside and Murrieta) where the CONTRACTOR will be stationed. Should a grant extension be required and approved, workspace for direct care will be provided to the CONTRACTOR through June 30, 2019.
6. Audit or review CONTRACTOR in meeting the terms, conditions, and services for compliance with this Professional Services Agreement through any combination of the following methods: annual inspections, evaluations, and periodic reporting.

III. CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall:

1. Assign a Project Coordinator to act as a liaison between the CONTRACTOR and DAO and support project activities as needed, i.e. mandatory travel, local trainings, policy and protocol development, outreach and referral, and administrative activities.
2. Send **one** representative to attend a grantee orientation.
3. Provide **one (1)** local one day direct services training to governmental agency staff, victim assistants, and victim services providers during each year of the funding cycle.
4. Send **three (3)** Project Case Managers (s) to the local one day direct services training to enhance their skills and abilities.
5. Provide direct services and outreach to child victims in the form of case management, referral services and access to shelter services (Trinity House) where appropriate.
6. Provide domestic violence/sexual assault advocate training to Family Justice Center Partners.
7. Participate in Family Justice Center Operations Task Force meetings to promote program collaborations and program enhancements.
8. Work with DAO staff to develop and maintain a data collection system, which will provide all information necessary for a project evaluation. All data received by DAO from the CONTRACTOR shall be electronic.
9. Participate in monthly and/or quarterly County Victim Services Program Steering Committee meetings.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed the sum of \$ 287,040.00.

B. LINE ITEM BUDGET

BUDGET ITEMS																			
SAFE Victim Advocates (3) @ 20.00/hour	\$41,600 per year																		
Fringe Benefits (3) @ 12.74%	\$5300.00																		
Total Salaries for (2) Years	\$249,600																		
Total Fringe Benefits for (2) Years	\$31,800																		
<u>Total Contract Amount for Personnel</u>																			
SAFE Victim Advocates (3) @ \$20.00/hour including Fringe Benefits @ 12.74%																			
<u>\$281,400</u>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Benefits Description</th> <th style="text-align: center;">Breakdown Amount</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td style="text-align: center;">Social Security</td> <td style="text-align: center;">6.2%</td> </tr> <tr> <td style="text-align: center;">Medicare</td> <td style="text-align: center;">1.45%</td> </tr> <tr> <td style="text-align: center;">SDI</td> <td style="text-align: center;">.90%</td> </tr> <tr> <td style="text-align: center;">ETT</td> <td style="text-align: center;">.10%</td> </tr> <tr> <td style="text-align: center;">UEI</td> <td style="text-align: center;">3.10%</td> </tr> <tr> <td style="text-align: center;">Workers Comp</td> <td style="text-align: center;">.99%</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL: 12.74%</td> </tr> </tbody> </table>		Benefits Description	Breakdown Amount			Social Security	6.2%	Medicare	1.45%	SDI	.90%	ETT	.10%	UEI	3.10%	Workers Comp	.99%	TOTAL: 12.74%	
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Domestic Violence/Sexual Assault Advocate Certification Training @ \$2,820 x2 trainings	\$5,640.00																		
Aggregate Total Amount	\$287,040.00																		

C. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that the CONTRACTOR adequately documents the need for the change, both parties are in agreement and all of the following requirements are met:

1. CONTRACTOR delivers a written request to DAO for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests must be made before the last ninety (90) days of the contract term.
2. DAO approves the request in writing prior to implementation. DAO reserves the right to deny request for reimbursement in excess of any line item; and
3. No other 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 the form of a written amendment to the Agreement which is formally approved and executed by both parties.

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

1. CONTRACTOR will be paid the actual amount of each monthly claim for payment not to exceed the total sum allocated in the approved grant budget (\$287,040.00).
2. To accurately project and report expenditures to the grantor, the CONTRACTOR will submit quarterly invoices and backup that is accompanied by a detailed Payment Request (**Exhibit B attached**), payroll register, copies of signed time sheets, and/or actual receipts.
3. Monthly invoices and supporting documentation are due by the 10th day of the month following the end of each month in which services were provided.
4. All claims submitted in a timely and complete manner shall be processed within twenty (20) working days of receipt by DAO and forwarded to the Auditor-Controller's office for payment. If the required supporting documentation or actual receipts are not provided, DAO will delay payment until the report or receipts are received by DAO.

E. FINANCIAL RESOURCES

CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.

F. RECORDS, INSPECTIONS, AND AUDITS

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least three years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by the COUNTY.

G. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from DAO for, or apply any sums received from DAO, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds

received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DAO.

H. DISALLOWANCE

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

I. AVAILABILITY OF FUNDING

DAO's obligation for payment of any Agreement is contingent upon the availability of funds from the California Office of Emergency Services from which payment can be made.

J. REPORTING

CONTRACTOR shall:

Submit Quarterly Progress Reports summarizing County Victim Services Program activities, as applicable, no later than 20 calendar s days following the end of each quarter in which services were provided. Quarterly reports are due October 20th, January 20th, April 20th, and July 20th each year of the two-year contract.

DAO will:

- i. Consult with CONTRACTOR on the development of the Quarterly Progress Reports.
- ii. Take the lead in coordinating the Quarterly Progress Reports and submission to the Cal OES to include the participating agencies activities, data, outcomes, and any required narratives.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2016 through September 30, 2019.

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, claims" correspondence, reports, and/or statements required or contemplated this Agreement shall be addressed as follows:

DAO: Riverside County District Attorney's Office
Administration – Grants
3960 Orange Street
Riverside, CA 92501

CONTRACTOR: Safe Alternatives for Everyone, Inc.
28910 Pujol Street
Temecula, CA 92590
Attention: June Earley, Executive Director

CONFIDENTIALITY

- I. CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTOR'S, SUB-CONTRACTOR'S or suppliers in advance of official announcement.
- II. The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to DAO all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by DAO, any such information to anyone other than DAO. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- III. The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

D. NON-DISCRIMINATION

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic

group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

E. FORCE MAJEURE

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

F. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, SUB-CONTRACTOR's, 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 CONTRACTOR, its officers, agents, employees, SUB-CONTRACTOR's, agents or representatives from this Agreement; CONTRACTOR 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 in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR 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 CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall

not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.

G. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

i. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

ii. 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 covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective 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.

iii. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

iv. Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'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 CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR 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 CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

v. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR'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 County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside 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's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or 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.

4. It is understood and agreed 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 County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of SUB-CONTRACTOR's working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County.

H. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTOR'S, all CONTRACTOR'S shall be licensed, if required, in accordance with the laws of this State and any CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

I. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR'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 CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.

As an independent CONTRACTOR, CONTRACTOR hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

J. ASSIGNMENT

The CONTRACTOR shall not assign any interest in the Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of DAO.

K. CHILD ABUSE REPORTING

The CONTRACTOR shall establish a procedure acceptable to DAO to ensure that all employees, volunteers, consultants, SUB-CONTRACTOR's or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

L. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the CONTRACTOR certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State antitrust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

M. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Emergency Management Agency, U.S. Department of Justice, other applicable Federal agencies, and funding sources which impose duties and regulations upon DAO, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

N. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DAO which shall furnish the decision in writing. The decision of DAO shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of the agreement pending DAO's decision.

O. SANCTIONS

Failure by the CONTRACTOR to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DAO may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DAO may also:

Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of DAO; and/or

Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the CONTRACTOR but yet unpaid by DAO. DAO shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

P. TERMINATION

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

Q. 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 attorney's fees in addition to whatever other relief is granted.

R. MODIFICATION OF TERMS

No addition to or alteration 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.

S. ENTIRE AGREEMENT

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COUNTY

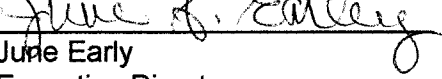
CONTRACTOR

By:



 John F. Tavaglione
 Board Chairman, County of Riverside
 4080 Lemon Street, 5th Floor
 Riverside, CA 92501

Safe Alternatives for Everyone, Inc



 Jude Early
 Executive Director
 28910 Pujol Street
 Temecula, CA 92590
 951-587-3902 ^{FAX}
 587-3900 Phone

Dated:

MAR 07 2017

Dated:

9/19/16

ATTEST

Clerk of the Board

ATTEST:

By:

KECIA HARPER-IHEM, Clerk



 DEPUTY

Approved as to form:

FORM APPROVED COUNTY COUNSEL

By:



 BY: NEAL R. KIPNIS DATE

Dated:



OFFICE OF
THE DISTRICT ATTORNEY
COUNTY OF RIVERSIDE

MICHAEL A. HESTRIN
DISTRICT ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: Riverside County Family Justice Centers
AGREEMENT TERM: July 1, 2016 – October 31, 2019
MAXIMUM REIMBURSABLE AMOUNT: \$ 85,000.00

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, on behalf of the Riverside County District Attorney's Office and **Riverside County Family Justice Centers**, hereinafter referred to as "FJC" to provide services under the County Victim Services (XC) Program, funded by the California Office of Emergency Services, hereinafter referred to as "CalOES". This grant program is designed to provide direct services to child crime victims. The County will establish a Steering Committee and collaborate with the Contractor to identify gaps/needs in child crime victim services and develop a plan (including measurable objectives) to meet the identified gaps/needs of crime victims.

WHEREAS, the County of Riverside, on behalf of the Riverside County District Attorney's Office, hereinafter referred to as "DAO", desires to enter into an Agreement with Friends of the Family Justice Center Foundation of Indio, Murrieta and Riverside, CA to coordinate services and refer identified child victims to service partners and agencies. This contractor will also actively participate in the Victim Services Steering Committee to create and implement a plan to provide direct and continuing services to child victims of crime and their families.

WHEREAS, the Friends of the Family Justice Center Foundation hereinafter referred to as "CONTRACTOR" is qualified to provide coordination of services and provide referrals for identified child victims to appropriate service partners;

WHEREAS, DAO desires the CONTRACTOR to perform these services in accordance with the CONTRACT TERMS AND CONDITIONS, herein after referred to as CT&C, attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DAO and the CONTRACTOR;

NOW THEREFORE, DAO and the CONTRACTOR do hereby covenant and agree that the CONTRACTOR shall provide said services in return for monetary compensation, all in accordance with the CT&C.

3/7/17 11:10 AM

MAR 07 2017 3.21

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

- A. "DAO" refers to the Riverside County District Attorney's Office which has administrative responsibility for this Agreement and the grant funding the County Victim Services (XC) Program.
- B. "CalOES" refers to the California Office of Emergency Services.
- C. "VSSC Plan" refers to the Victim Services Steering Committee Plan.

II. DAO RESPONSIBILITIES

DAO will:

- 1. Pay the CONTRACTOR for service delivery under the County Victim Services Program, as specified in the CONTRACTOR Responsibilities section of the CT&C.
- 2. Assign DAO personnel to be the liaison between the CONTRACTOR and DAO.
- 3. Arrange all travel activities related to the County Victim Services Program.
- 4. Refer eligible victims of crime for services to the CONTRACTOR.
- 5. Audit or review CONTRACTOR in meeting the terms, conditions, and services for compliance with this Professional Services Agreement through any combination of the following methods: annual inspections, evaluations, and periodic reporting.

III. CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall:

- 1. Assign a Project Coordinator to act as a liaison between the CONTRACTOR and DAO and support project activities as needed, i.e. mandatory travel, local trainings, policy and protocol development, outreach and referral, and administrative activities.
- 2. Send one (1) representative to attend a grantee orientation.
- 3. Provide one (1) local one day direct services training to governmental agency staff, victim assistants, and victim services providers during each year of the funding cycle.
- 4. Provide coordinating leadership for the VSSCs countywide.

5. Provide data collection capabilities in the form of systems and software to Family Justice Centers countywide.
6. Maintain (in accordance with Cal OES guidelines) Family Justice Center emergency funds for distribution to child victims and their families as needed and appropriate per Emergency Fund Procedures
7. Maintain (in accordance with Cal OES guidelines) Family Justice Center Family Stability funds including but not limited to expenses identified to preserve housing, remove obstacles pertaining to on- going transportation issues and assist child victims and their families in mainstreaming to self-sufficiency.
8. Work with DAO staff to develop and maintain a data collection system, which will provide all information necessary for a project evaluation. All data received by DAO from the CONTRACTOR shall be electronic.
9. Attend monthly and/or quarterly County Victim Services Program Steering Committee meetings as requested.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed the sum of \$ \$85,000.00

B. LINE ITEM BUDGET

BUDGET ITEMS	
Data base software	\$40,000
Emergency Funds for clients @ \$2,500 x 3 sites x 2 years (emergency vouchers for hotels/food/transportations)	\$15,000
Wrap around Family Stability Funds @ \$5,000 x 3 sites x 2 years (including but not limited to housing preservation, utilities, ongoing transportation issues hindering services to family, and/or access to medical assistance as appropriate).	\$30,000
Aggregate Total Amount	\$85,000

C. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that the CONTRACTOR adequately documents the need for the change, both parties are in agreement and all of the following requirements are met:

1. CONTRACTOR delivers a written request to DAO for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests must be made before the last ninety (90) days of the contract term.
2. DAO approves the request in writing prior to implementation. DAO reserves the right to deny request for reimbursement in excess of any line item; and
3. No other 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 the form of a written amendment to the Agreement which is formally approved and executed by both parties.

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

1. CONTRACTOR will be paid the actual amount of each monthly claim for payment not to exceed the total sum allocated in the approved grant budget (\$ 85,000.00).
2. To accurately project and report expenditures to the grantor, the CONTRACTOR will submit quarterly invoices and backup that is accompanied by a detailed Payment Request (**Exhibit B attached**), payroll register, mileage report, copies of signed time sheets, and/or actual receipts.
3. Monthly invoices and supporting documentation are due by the 20th day of the month following the end of each month in which services were provided. Failure to provide timely invoices, (submitted more 30 days after due date) may result in delayed payment or non-payment by DAO.
4. All claims submitted in a timely and complete manner shall be processed within twenty (20) working days of receipt by DAO and forwarded to the Auditor-Controller's office for payment. If the required supporting documentation or actual receipts are not provided, DAO will delay payment until the report or receipts are received and approved by DAO.

E. FINANCIAL RESOURCES

CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.

F. RECORDS, INSPECTIONS, AND AUDITS

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the

CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least three years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by the COUNTY.

G. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from DAO for, or apply any sums received from DAO, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DAO.

H. DISALLOWANCE

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

I. AVAILABILITY OF FUNDING

DAO's obligation for payment of any Agreement is contingent upon the availability of funds from the U.S. Department of Justice, Office on Violence Against Women, from which payment can be made.

J. REPORTING

CONTRACTOR shall:

Submit Quarterly Progress Reports summarizing County Victim Services Program activities, no later than 20 business days following the end of each quarter in which services were provided. Contractor reports are due October 20th, January 20th, April 20th and July 20th.

DAO will:

- i. Consult with CONTRACTOR on the development of the Quarterly Progress Reports.
- ii. Take the lead in coordinating the Quarterly Progress Reports and submission to the Cal OES to include the participating agencies activities, data, outcomes, and any required narratives.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2016 through October 31, 2019.

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, claims" correspondence, reports, and/or statements required or contemplated this Agreement shall be addressed as follows:

DAO: Riverside County District Attorney's Office
Administration – Grants
3960 Orange Street
Riverside, CA 92501

CONTRACTOR: Riverside County Family Justice Centers
3900 Orange Street
Riverside, CA 92501
Attention: Kym Conover

CONFIDENTIALITY

- I. CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTOR'S, SUB-CONTRACTOR'S or suppliers in advance of official announcement.
- II. The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to DAO all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by DAO, any such information to anyone other than DAO. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

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

D. NON-DISCRIMINATION

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

E. FORCE MAJEURE

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

F. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, SUB-CONTRACTOR's, 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 CONTRACTOR, its officers, agents, employees, SUB-CONTRACTOR's, agents or representatives from this Agreement; CONTRACTOR 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 in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR 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 CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR

has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.

G. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

i. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

ii. 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 covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective 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.

iii. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

iv. Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'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 CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR 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 CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

v. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR'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 County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside

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's set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or 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.**

4. It is understood and agreed 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 County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of SUB-CONTRACTOR's working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County.

H. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTOR'S, all CONTRACTOR'S shall be licensed, if required, in accordance with the laws of this State and any CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

I. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR'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 CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.

As an independent CONTRACTOR, CONTRACTOR hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

J. ASSIGNMENT

The CONTRACTOR shall not assign any interest in the Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of DAO.

K. CHILD ABUSE REPORTING

The CONTRACTOR shall establish a procedure acceptable to DAO to ensure that all employees, volunteers, consultants, SUB-CONTRACTOR's or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

L. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the CONTRACTOR certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State antitrust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

M. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Emergency Management Agency, U.S. Department of Justice, other applicable Federal agencies, and funding sources which impose duties and regulations upon DAO, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

N. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DAO which shall furnish the decision in writing. The decision of DAO shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of the agreement pending DAO's decision.

O. SANCTIONS

Failure by the CONTRACTOR to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DAO may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DAO may also:

Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of DAO; and/or

Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the CONTRACTOR but yet unpaid by DAO. DAO shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

P. TERMINATION

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

Q. 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 attorney's fees in addition to whatever other relief is granted.

R. MODIFICATION OF TERMS

No addition to or alteration 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.

S. ENTIRE AGREEMENT

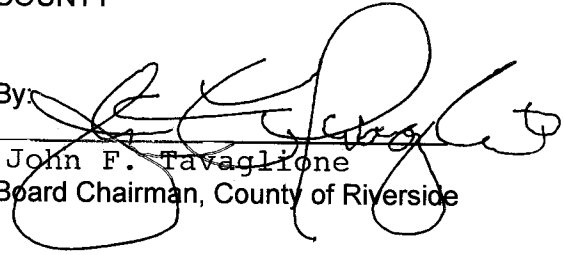
This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY

CONTRACTOR

By:


John F. Favaglione
Board Chairman, County of Riverside

By:


Kim Conover
Executive Director
Riverside County Family Justice Center

Dated: MAR 07 2017


Dated: 9/19/16

ATTEST

Clerk of the Board

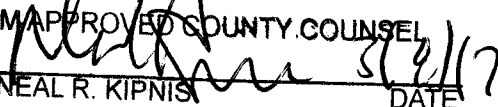
By:

ATTEST:
KECIA HARPER-IHEM, Clerk

By: 
DEPUTY

Approved as to form:

By:

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE 5/2/17

Dated:



OFFICE OF
THE DISTRICT ATTORNEY
COUNTY OF RIVERSIDE

MICHAEL A. HESTRIN
DISTRICT ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: **Hazelden Betty Ford Foundation**

AGREEMENT TERM: **December 1, 2016 – October 31, 2019**

MAXIMUM REIMBURSABLE AMOUNT: **\$ \$16,000.00**

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, on behalf of the Riverside County District Attorney's Office and **Hazelden Betty Ford Foundation** to provide services under the County Victim Services (XC) Program, funded by the California Office of Emergency Services, hereinafter referred to as "Cal OES". This grant program is designed to provide direct services to child crime victims. The County will establish a Steering Committee and collaborate with the Contractor to identify gaps/needs in child crime victim services and develop a plan (including measurable objectives) to meet the identified gaps/needs of crime victims.

WHEREAS, the County of Riverside, on behalf of the Riverside County District Attorney's Office, hereinafter referred to as "DAO", desires to enter into an Agreement with **Hazelden Betty Ford Foundation** to provide outpatient clinical support services for children and their caregiver in Indio, CA. This contractor will also actively participate in the Victim Services Steering Committee to create and implement a plan to provide direct and continuing services to child victims of crime and their families.

WHEREAS, **Hazelden Betty Ford Foundation** hereinafter referred to as "CONTRACTOR" is qualified to provide direct and referral services to identified child victims and caregiver(s);

WHEREAS, DAO desires the CONTRACTOR to perform these services in accordance with the CONTRACT TERMS AND CONDITIONS, herein after referred to as CT&C, attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DAO and the CONTRACTOR;

NOW THEREFORE, DAO and the CONTRACTOR do hereby covenant and agree that the CONTRACTOR shall provide said services in return for monetary compensation, all in accordance with the CT&C.

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

- A. "DAO" refers to the Riverside County District Attorney's Office which has administrative responsibility for this Agreement and the grant funding the County Victim Services (XC) Program.
- B. "CalOES" refers to the California Office of Emergency Services.
- C. "CONTRACTOR" refers to **Hazelden Betty Ford Foundation** who will provide direct and referral services for child victims of crime and their families.
- D. "VSSC Plan" refers to the Victim Services Steering Committee Plan.

II. DAO RESPONSIBILITIES

DAO will:

- 1. Pay the CONTRACTOR for service delivery under the County Victim Services Program, as specified in the CONTRACTOR Responsibilities section of the CT&C.
- 2. Assign DAO personnel to be the liaison between the CONTRACTOR and DAO.
- 3. Arrange all travel activities related to the County Victim Services Program.
- 4. Refer eligible victims of crime for services to the CONTRACTOR.
- 5. During Years 1 and 2 of the project funded period (July 1, 2016 –June 30, 2018) refer identified program eligible child victims and their families to the CONTRACTOR for services.
- 6. Audit or review CONTRACTOR in meeting the terms, conditions, and services for compliance with this Professional Services Agreement through any combination of the following methods: annual inspections, evaluations, and periodic reporting.

III. CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall:

- 1. Assign a Project Coordinator to act as a liaison between the CONTRACTOR and DAO and support project activities as needed, i.e. mandatory travel, local trainings, policy and protocol development, outreach and referral, and administrative activities.

2. Send one representative to attend a grantee orientation.
3. Provide one (1) local one day direct services training to governmental agency staff, victim assistants, and victim services providers during each year of the funding cycle.
4. Send one (1) Program Personnel to the local one day direct services training to enhance their skills and abilities.
5. Provide direct services and outreach to program eligible child victims of crime with substance and family abuse issues.
6. Attend Family Justice Center Operations Task Force meetings to enhance collaborative partnerships and programming.
7. Work with DAO staff to develop and maintain a data collection system, which will provide all information necessary for a project evaluation. All data received by DAO from the CONTRACTOR shall be electronic.
8. Attend monthly and/or quarterly County Victim Services Program Steering Committee meetings as requested.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed the sum of \$ \$16,000.

B. LINE ITEM BUDGET

BUDGET ITEMS	
Children's Programs	
\$400 per course per child x 20 children	\$8,000
\$400 per course per child x 20 children	\$8,000
Aggregate Total Amount	\$16,000

C. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that the CONTRACTOR adequately documents the need for the change, both parties are in agreement and all of the following requirements are met:

1. CONTRACTOR delivers a written request to DAO for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests must be made before the last ninety (90) days of the contract term.
2. DAO approves the request in writing prior to implementation. DAO reserves the right to deny request for reimbursement in excess of any line item; and
3. No other 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 the form of a written amendment to the Agreement which is formally approved and executed by both parties.

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

1. CONTRACTOR will be paid the actual amount of each monthly claim for payment not to exceed the total sum allocated in the approved grant budget (\$ \$16,000.00).
2. To accurately project and report expenditures to the grantor, the CONTRACTOR will submit monthly invoices and backup that is accompanied by a detailed Payment Request (Exhibit B attached), payroll register, copies of signed time sheets, and/or actual receipts.
3. Monthly invoices and supporting documentation are due by the 20th day of the month following the end of each month in which services were provided. Invoices submitted more than 30 days from the date due may result in delayed payment or non-payment by DAO.
4. All claims submitted in a timely and complete manner shall be processed within twenty (20) working days of receipt by DAO and forwarded to the Auditor-Controller's office for payment. If the required supporting documentation or actual receipts are not provided, DAO will delay payment until the report or receipts are received and approved by DAO.

E. FINANCIAL RESOURCES

CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.

F. RECORDS, INSPECTIONS, AND AUDITS

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the

CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least three years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by the COUNTY.

G. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from DAO for, or apply any sums received from DAO, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DAO.

H. DISALLOWANCE

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

I. AVAILABILITY OF FUNDING

DAO's obligation for payment of any Agreement is contingent upon the availability of funds from Cal OES, from which payment can be made.

J. REPORTING

CONTRACTOR shall:

Submit Quarterly Progress Reports summarizing County Victim Services Program activities, no later than 20 business days following the end of each quarter in which services were provided. Progress Report due dates are October 20th, January 20th, April 20th, and July 20th.

DAO will:

- i. Consult with CONTRACTOR on the development of the Quarterly Progress Reports.
- ii. Take the lead in coordinating the Quarterly Progress Reports and submission to the Cal OES to include the participating agencies activities, data, outcomes, and any required narratives.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2016 through October 31, 2019.

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, claims" correspondence, reports, and/or statements required or contemplated this Agreement shall be addressed as follows:

DAO: Riverside County District Attorney's Office
Administration – Grants
3960 Orange Street
Riverside, CA 92501

CONTRACTOR: Betty Ford Center
Eisenhower Medical Center
39000 Bob Hope Drive
Rancho Mirage, CA 92270
Attention: Helene Photias
Manager Children's Program

WITH A COPY TO: Hazelden Betty Ford Foundation
PO Box 11, BC8
15251 Pleasant Valley Road
Center City, MN 55012
Attn: Legal Department

CONFIDENTIALITY

- I. Neither party shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; information or data which is not subject to public disclosure; operational procedures; and knowledge of selection of CONTRACTOR'S, SUB-CONTRACTOR'S or suppliers in advance of official announcement.

- II. Both parties shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. DAO will not request, and CONTRACTOR will not provide, any treatment information or identifying information to the DAO. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to DAO all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by DAO, any such information to anyone other than DAO. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- III. The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

D. NON-DISCRIMINATION

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

E. FORCE MAJEURE

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

F. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, SUB-CONTRACTOR's, 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 CONTRACTOR, its officers, agents, employees, SUB-CONTRACTOR's, agents or representatives from this Agreement; CONTRACTOR 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 in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR 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 CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.

G. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

i. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

ii. 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 covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective

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.

iii. **Vehicle Liability:**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

iv. **Professional Liability Insurance:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'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 CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR 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 CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

v. **General Insurance Provisions - All lines:**

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR'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 County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3. **CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Thirty (30) days written notice shall be given to the COUNTY of Riverside by CONTRACTOR prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed Certificate of Insurance and copies of endorsements or policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished Certificate (s) of Insurance and copies of endorsements or 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 endorsements for each policy and the Certificate of Insurance.***
4. It is understood and agreed 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 County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of SUB-CONTRACTOR's working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County.

H. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTOR'S, all CONTRACTOR'S shall be licensed, if required, in accordance with the laws of this State and any CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

I. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR'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 CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.

As an independent CONTRACTOR, CONTRACTOR hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

J. ASSIGNMENT

The CONTRACTOR shall not assign any interest in the Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of DAO.

K. CHILD ABUSE REPORTING

The CONTRACTOR shall establish a procedure acceptable to DAO to ensure that all employees, volunteers, consultants, SUB-CONTRACTOR's or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

L. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the CONTRACTOR certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State antitrust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

M. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Emergency Management Agency, U.S. Department of Justice, other applicable Federal agencies, and funding sources which impose duties and regulations upon DAO, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

N. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DAO which shall furnish the decision in writing. The decision of DAO shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of the agreement pending DAO's decision.

O. SANCTIONS

Failure by the CONTRACTOR to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DAO may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DAO may also:

Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of DAO; and/or

Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the CONTRACTOR but yet unpaid by DAO. DAO shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

P. TERMINATION

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

Q. 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 attorney's fees in addition to whatever other relief is granted.

R. MODIFICATION OF TERMS

No addition to or alteration 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.

S. ENTIRE AGREEMENT

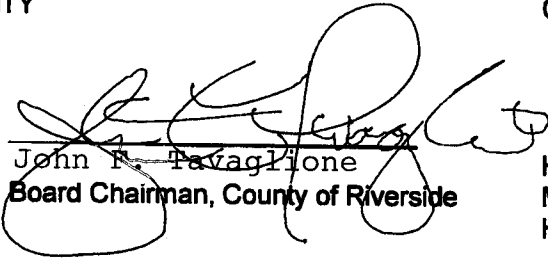
This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

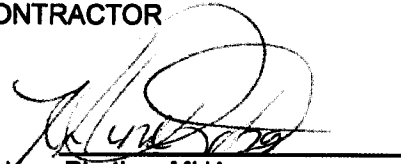
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY

CONTRACTOR

By:


John R. Favaglione
Board Chairman, County of Riverside



Helene Photias, MHA
Manager Children's Program
Hazelden Betty Ford Foundation

Dated:

MAR 07 2017


Dated:

12/01/2016

ATTEST

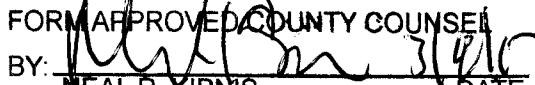
Clerk of the Board

By:

ATTEST.
KECIA HARPER-IHEM, Clerk

By: _____
DEPUTY

Approved as to form:

By:

FORM APPROVED COUNTY COUNSEL

BY: _____ DATE _____
NEAL R. KIPNIS

Dated:



OFFICE OF
THE DISTRICT ATTORNEY
COUNTY OF RIVERSIDE

MICHAEL A. HESTRIN
DISTRICT ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: KIDS Court Clinical Services
AGREEMENT TERM: July 1, 2016 – October 31, 2019
MAXIMUM REIMBURSABLE AMOUNT: \$ \$100,000

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, on behalf of the Riverside County District Attorney's Office and **KIDS Court Clinical Services** to provide services under the County Victim Services (XC) Program, funded by the California Office of Emergency Services, hereinafter referred to as "CalOES". This grant program is designed to provide direct services to child crime victims. The County will establish a Steering Committee and collaborate with the Contractor to identify gaps/needs in child crime victim services and develop a plan (including measurable objectives) to meet the identified gaps/needs of crime victims.

WHEREAS, the County of Riverside, on behalf of the Riverside County District Attorney's Office, hereinafter referred to as "DAO", desires to enter into an Agreement with **KIDS Court Clinical Services** to provide a curriculum based trauma reduction and courtroom preparation services to identified child victims as referred by the Family Justice Centers in Murrieta, Riverside and Indio CA. This contractor will also actively participate in the Victim Services Steering Committee to implement the service plan to provide direct and continuing services to child victims of crime and their families.

WHEREAS, **KIDS Court Clinical Services**, hereinafter referred to as "CONTRACTOR" is qualified to provide curriculum based trauma reduction and courtroom preparation services and clinical trauma therapy to identified child victims;

WHEREAS, DAO desires the CONTRACTOR to perform these services in accordance with the CONTRACT TERMS AND CONDITIONS, herein after referred to as CT&C, attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DAO and the CONTRACTOR;

NOW THEREFORE, DAO and the CONTRACTOR do hereby covenant and agree that the CONTRACTOR shall provide said services in return for monetary compensation, all in accordance with the CT&C.

CONTRACT TERMS AND CONDITIONS

I. ABBREVIATIONS

- A. "DAO" refers to the Riverside County District Attorney's Office which has administrative responsibility for this Agreement and the grant funding the County Victim Services (XC) Program .
- B. "CalOES" refers to the California Office of Emergency Services.
- C. "CONTRACTOR" refers to **KIDS Court Clinical Services** personnel who will provide direct and referral services for child victims of crime and their families.
- D. "VSSC Plan" refers to the Victim Services Steering Committee Plan.

II. DAO RESPONSIBILITIES

DAO will:

- 1. Pay the CONTRACTOR for service delivery under the County Victim Services (XC) Program, as specified in the CONTRACTOR Responsibilities section of the CT&C.
- 2. Assign DAO personnel to be the liaison between the CONTRACTOR and DAO.
- 3. Arrange all travel activities related to the County Victim Services Program.
- 4. Refer eligible victims of crime for services to the CONTRACTOR.
- 5. During Years 1 and 2 of the project funded period (July 1, 2016 – June 30, 2019) provide the CONTRACTOR with workspace at Family Justice Centers in Riverside, Murrieta and Indio locations where the CONTRACTOR will be stationed if needed. Should a grant extension request be required and approved, workspace for direct care will be provided to the CONTRACTOR through June 30, 2019.
- 6. Audit or review CONTRACTOR in meeting the terms, conditions, and services for compliance with this Professional Services Agreement through any combination of the following methods: annual inspections, evaluations, and periodic reporting.

III. CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall:

1. Assign a Project Coordinator to act as a liaison between the CONTRACTOR and DAO and support project activities as needed, i.e. mandatory travel, local trainings, policy and protocol development, outreach and referral, and administrative activities.
2. Send **one** representative to attend a grantee orientation.
3. Provide **one (1)** local one day direct services training to governmental agency staff, victim assistants, and victim services providers during each year of the funding cycle.
4. Send **one (1)** designated staff (s) to the local one day direct services training to enhance their skills and abilities.
5. Provide direct services and outreach to **forty (40)** families through the KIDS Court program and provide **two hundred (200)** clinical sessions to child victims and their families or any combination thereof.
6. Work with DAO staff to develop and maintain a data collection system, which will provide all information necessary for a project evaluation. All data received by DAO from the CONTRACTOR shall be electronic.
7. Attend monthly and/or quarterly County Victim Services Program Steering Committee meetings as requested.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed the sum of \$ \$100,000.00.

B. LINE ITEM BUDGET

BUDGET ITEMS	
KIDS Court sessions @ 20 per year x 2 years	\$40,000
Clinical Sessions @ 100 per year x 2 years	\$60,000
Aggregate Total Amount	\$100,000

C. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that the CONTRACTOR adequately documents the need for the change, both parties are in agreement and all of the following requirements are met:

1. CONTRACTOR delivers a written request to DAO for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests must be made before the last ninety (90) days of the contract term.
2. DAO approves the request in writing prior to implementation. DAO reserves the right to deny request for reimbursement in excess of any line item; and
3. No other 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 the form of a written amendment to the Agreement which is formally approved and executed by both parties.

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

1. CONTRACTOR will be paid the actual amount of each monthly claim for payment not to exceed the total sum allocated in the approved grant budget (\$ \$100,000.00).
2. To accurately project and report expenditures to the grantor, the CONTRACTOR will submit quarterly invoices and backup that is accompanied by a detailed Payment Request (**Exhibit B attached**), payroll register, copies of signed time sheets, and/or actual receipts.
3. Monthly invoices and supporting documentation are due by the 10th day of the month following the end of each month in which services were provided.
4. All claims submitted in a timely and complete manner shall be processed within twenty (20) working days of receipt by DAO and forwarded to the Auditor-Controller's office for payment. If the required supporting documentation or actual receipts are not provided, DAO will delay payment until the report or receipts are received and approved by DAO.

E. FINANCIAL RESOURCES

CONTRACTOR warrants that during the term of this Agreement, the CONTRACTOR shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the CONTRACTOR warrants that there has been no adverse material change in the CONTRACTOR, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the CONTRACTOR since the date of the most recent financial statements.

F. RECORDS, INSPECTIONS, AND AUDITS

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR'S costs related to this Agreement. All such books, documents and

records shall be maintained by CONTRACTOR for at least three years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by the COUNTY.

G. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The CONTRACTOR shall not claim reimbursement from DAO for, or apply any sums received from DAO, with respect to the portion of its obligations, which have been paid by another source of revenue. The CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DAO.

H. DISALLOWANCE

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

I. AVAILABILITY OF FUNDING

DAO's obligation for payment of any Agreement is contingent upon the availability of funds from the U.S. Department of Justice, Office on Violence Against Women, from which payment can be made.

J. REPORTING

CONTRACTOR shall:

Submit Quarterly Progress Reports summarizing County Victim Services Program activities, no later than 20 calendar days following the end of each quarter during the contracted period. Quarterly reports will be due October 20th, January 20th, April 20th and July 20th.

DAO will:

- i. Consult with CONTRACTOR on the development of the Quarterly Progress Reports.
- ii. Take the lead in coordinating the Quarterly Progress Reports and submission to the Cal OES to include the participating agencies activities, data, outcomes, and any required narratives.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2016 through September 30, 2019.

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, claims" correspondence, reports, and/or statements required or contemplated this Agreement shall be addressed as follows:

DAO: Riverside County District Attorney's Office
Administration – Grants
3960 Orange Street
Riverside, CA 92501

CONTRACTOR: KIDS Court Clinical Services
29970 Technology Drive, Suite 118
Murrieta, CA 92563
Attention: Nicol Stolar-Peterson

CONFIDENTIALITY

- I. CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTOR'S, SUB-CONTRACTOR'S or suppliers in advance of official announcement.
- II. The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to DAO all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by DAO, any such information to anyone other than DAO. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying

number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

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

D. NON-DISCRIMINATION

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

E. FORCE MAJEURE

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

F. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, SUB-CONTRACTOR's, 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 CONTRACTOR, its officers, agents, employees, SUB-CONTRACTOR's, agents or representatives from this Agreement; CONTRACTOR 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 in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to County as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless County shall be subject to County having given CONTRACTOR 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 CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the County to the fullest extent allowed by law.

G. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

i. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

ii. 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 covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective 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.

iii. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of

Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

iv. Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'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 CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR 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 CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

v. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR'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 County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the County, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a

material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside 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's set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or 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.**

4. It is understood and agreed 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 County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. The County of Riverside's Reserved Rights for Insurance: If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of SUB-CONTRACTOR's working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County.

H. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of CONTRACTOR'S, all CONTRACTOR'S shall be licensed, if required, in accordance with the laws of this State and any CONTRACTOR not so licensed is subject to the penalties imposed by such laws.

The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this agreement.

I. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR and/or CONTRACTOR'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 CONTRACTOR from the compensation payable to CONTRACTOR under the provision of this Agreement.

As an independent CONTRACTOR, CONTRACTOR hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

J. ASSIGNMENT

The CONTRACTOR shall not assign any interest in the Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of DAO.

K. CHILD ABUSE REPORTING

The CONTRACTOR shall establish a procedure acceptable to DAO to ensure that all employees, volunteers, consultants, SUB-CONTRACTOR's or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

L. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the CONTRACTOR certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State antitrust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a three year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

M. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The CONTRACTOR shall comply with all rules, regulations, requirements, and directives of the California Emergency Management Agency, U.S. Department of Justice, other applicable Federal agencies, and funding sources which impose duties and regulations upon DAO, which are equally applicable and made binding upon the CONTRACTOR as though made with the CONTRACTOR directly.

N. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DAO which shall furnish the decision in writing. The decision of DAO shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of the agreement pending DAO's decision.

O. SANCTIONS

Failure by the CONTRACTOR to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DAO may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DAO may also:

Afford the CONTRACTOR a time period within which to cure the breach, the period of which shall be established at the sole discretion of DAO; and/or

Discontinue reimbursement to the CONTRACTOR for, and during the period in which the CONTRACTOR is in breach, the reimbursement of which the CONTRACTOR shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the CONTRACTOR but yet unpaid by DAO. DAO shall give the CONTRACTOR notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

P. TERMINATION

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

Q. 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 attorney's fees in addition to whatever other relief is granted.

R. MODIFICATION OF TERMS

No addition to or alteration 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.

S. ENTIRE AGREEMENT

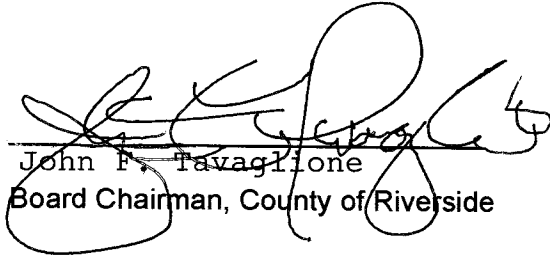
This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

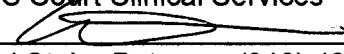
COUNTY

CONTRACTOR

By:


John F. Favaglione
Board Chairman, County of Riverside

KIDS Court Clinical Services


Nicol Stolar-Peterson (310) 422-4575
Executive Director
(951) 677-5242

Dated:

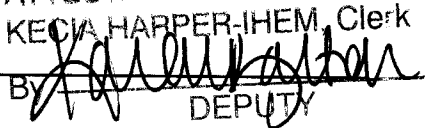
MAR 07 2017

Dated: 9-19-16

ATTEST

Clerk of the Board

By:

ATTEST:
KECIA HARPER-IHEM, Clerk

BY: _____
DEPUTY

By:

APPROVED FOR COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE 3/17

Dated: