

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



ITEM
3.34
(ID # 4555)

MEETING DATE:

Tuesday, June 20, 2017

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: PUBLIC SOCIAL SERVICES: Agreement with the Superior Court of California, County of Riverside for child care services, without seeking competitive bids. [All Districts]; [\$168,276 annually, \$841,380 aggregate - Federal 39.71%, State 1.82%, County 0.14%, Realignment 57.59% and Other 0.74%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to execute the attached agreement between the Superior Court of the State of California and the County of Riverside, on behalf of the Department of Public Social Services, in the annual amount of \$168,276, to provide childcare services for the period July 1, 2017 through June 30, 2022, without seeking competitive bids.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel, to sign amendments that do not change the substantive terms of the Agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

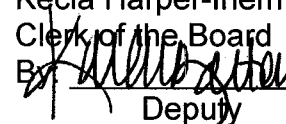
ACTION: Policy, 4/5 Vote Required


Susan Von Zabern, Director of Public Social Services 6/20/17

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: June 20, 2017
xc: DPSS, Purchasing

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	\$ 0.00	\$ 168,276	\$ 841,380	\$ 0.00
NET COUNTY COST	\$ 0.00	\$ 236	\$ 1,178	\$ 0.00
SOURCE OF FUNDS: Federal Funding: 39.71%; State Funding: 1.82%; County Funding: 0.14%; Realignment Funding: 57.59%; Other Funding: 0.74%			Budget Adjustment: No For Fiscal Year: 17/18 – 21/22	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

DPSS has had an agreement with the Superior Court of California, County of Riverside (Superior Court), since FY 2000/01, to provide childcare services at Riverside Juvenile Court, Southwest Justice Center and Indio Juvenile Center. The services are targeted at children involved in the juvenile court process whose parents have appearances scheduled at one of the three (3) facilities. The objective is to satisfy mandated requirements to provide childcare for children, subject to the Superior Court, in order to reduce failed court appearances by parents whose children are placed in custody, pursuant to Section 300 of the Welfare and Institutions Code.

The Superior Court is required to provide trained and qualified staff to operate the childcare programs on-site at the designated facilities. By providing childcare services at these locations, the courts are able to provide services closer to home for Riverside County residents.

In addition, the Superior Court maintains confidential attendance records for the children present, in order for school-age children to receive credit for attending school that day.

Impact on Residents and Businesses

Approval and execution of the childcare services agreement will allow DPSS' Children's Services Division to fulfill its mandated requirement to provide childcare for children subject to the court system and reduce the number of failed court appearances by parents whose children are placed in custody pursuant to Section 300 of the Welfare and Institutions Code.

SUPPLEMENTAL:

Additional Fiscal Information

Funding for this agreement is included in the county budget and will be available in FY 17/18 through FY 21/22; budget adjustments will not be necessary.

Contract History and Price Reasonableness

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

The Superior Court has been providing childcare services for DPSS clients since fiscal year 2000/01. On August 28, 2012, the Board of Supervisors approved an agreement with the Superior Court for childcare services at the Riverside Juvenile Court, Southwest Justice Center and Indio Juvenile Center, for the period of September 1, 2012 through June 30, 2013, with the option to renew for four (4) additional one-year periods. Under the Purchasing Agent's authority, amendments to renew the agreement were exercised for each of the renewal terms. The last period under the agreement is July 1, 2016 through June 30, 2017, for which DPSS is budgeted to expend \$168,276.

In the past three (3) fiscal years, the Superior Court provided childcare services for 6,260 children.

Under the terms of the attached agreement, the Superior Court will provide childcare services at the three (3) court facilities for the period of July 1, 2017 through June 30, 2022, at an annual cost of \$168,276. As discussed in the attached sole source procurement request, this agreement will satisfy DPSS' mandated childcare requirement. In addition, since childcare services are provided at the court facilities, it may decrease the number of parents' failed court appearances, thereby reducing the number of out-of-home placement children as a result of parents' failure to appear in court.

CSD previously conducted a feasibility study on alternative options to provide childcare services outside the courts. The conclusion of the research was that the transition of childcare services would require further development in the most non-disruptive manner possible and would result in additional costs to provide childcare services. CSD also concluded that it is more feasible to procure the services from the courts to provide childcare services for compliance with mandates and meet the needs of the children's services population.

ATTACHMENTS:

ATTACHMENT A. AGREEMENT

ATTACHMENT B. SOLE SOURCE JUSTIFICATION


Lisa Brandl, Director of Purchasing and Fleet Services 6/8/2017


Gregory V. Priamos, Director County Counsel 6/7/2017

Date: May 3, 2017
To: Board of Supervisors/Purchasing Agent
From: Susan von Zabern, Director of the Department of Public Social Services
("DPSS")
Via: Digna Olmos, 7-8258
Subject: Request for sole source procurement for child care services for children
involved in the juvenile court process

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

1. **Supplier being requested:** Superior Court of California, County of Riverside.
2. **Vendor ID:** 0000075005
3. **Supply/Service being requested:** Child care services at Riverside Juvenile Court, Southwest Justice Center, and Indio Juvenile Center for children involved in the juvenile court process and whose parents have appearances scheduled at those facilities.
(If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.)
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** Riverside County Office of Education and YMCA are qualified to provide child care services. However, these facilities are not situated near the courts and therefore create the need for transportation services between the facilities and the courts while the children are awaiting their court-ordered appearances. In addition, providing child care services at the courts increases the juvenile court participation and reduces the number of failed court appearances by parents.

DPSS Children Services Division ("CSD") conducted extensive research on options for providing child care services independent of the courts. CSD found many negative aspects in the process, including the procurement of additional services, recruitment of additional staff, and the acquisition/configuration of facilities to accommodate child care. Using an alternative option to provide child care services instead of using the Superior Court's services would result in additional costs to transition these services and would increase the current cost to maintain them.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide (if proprietary software or machinery, hardware, please provide a supporting letter from the manufacturer):** The child care

centers are situated in the courts where the parents are scheduled to appear for court hearings.

6. **Reasons why my Department requires these unique features and what benefit will accrue to the County:** Since the child care centers are located in the court buildings, these services provide an incentive for CSD clients to appear on their court dates. If their children have been placed in out-of-home placement, visitation can be arranged at the court site itself. Caregivers use the child care services when they bring the children to court so that they meet the Court Policy for children 10 and older to be present at court hearings unless their respective counsel has waived their appearance. Additionally, many visitations take place with incarcerated parents while at court which meets statutory requirements.

7. **Period of Performance:** July 1, 2017 through June 30, 2022
(Total number of years)

Is this an annually renewable contract? ☒ No ☐ Yes
Is this a fixed-term agreement: ☐ No ☒ Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval.)

8. **Identify all costs for this requested purchase.** If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include, but are not limited to, subscriptions, licenses, maintenance, support, etc.)

Description:	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	Total
One-time Costs:						
(Insert description)						
Ongoing Costs:	168,276	168,276	168,276	168,276	168,276	841,380
(Insert description)	Annual fee	Annual fee	Annual fee	Annual fee	Annual fee	
Total Costs	168,276	168,276	168,276	168,276	168,276	841,380

Note: Insert additional rows as needed

9. **Price Reasonableness:** (Explain why this price is reasonable or cost effective, and if this service/commodity will be bid out in the future.) CSD previously conducted a feasibility study on alternative options to provide child care services outside the courts, including (1) identifying alternative locations for child care rooms and rental fees, (2) reconfiguring the rooms to accommodate child care, (3) developing operating procedures for each of the locations to process incoming and outgoing children, and (4) staffing the child care services through the use of three full-time Social Services Assistants and other available staff to escort children to various court appearances and facilitate any required meetings with children. The conclusion of

CSD's research was that the transition of child care services would require further development for the most non-disruptive manner possible and would result in additional costs to provide child care services. CSD also concluded that it is more feasible to procure the services of the courts to provide child care services for compliance with mandates and to best meet the needs of the children services population.

10. **Projected Board of Supervisor Date (if applicable):** June 13, 2017
(Form 11s must accompany the sole source request for Purchasing Agent approval.)

Susan von Zabern Susan von Zabern 5-17-17
Department Head Signature Print Name Date
(or designee)

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: The annual amount of \$168,276 at a total amount of \$841,380 through June 30, 2022

Kim Brundl 5/18/17 18-003
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)

List Attachments:

1. Agreement between the Superior Court of California County of Riverside and Riverside County Department of Public Social Services
2. Form-11

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

This Agreement is made and entered into between the Superior Court of California, County of Riverside ("Court") and the Riverside County Department of Public Social Services ("DPSS" or "County") for the provision of child care services at the juvenile court facilities in Riverside County. Court and DPSS/County may be referred to individually as "Party" and collectively as "Parties."

**ARTICLE 1
TERM**

- 1.0 TERM. This Agreement is effective July 1, 2017 through June 30, 2022.

**ARTICLE 2
AGREEMENT AMOUNT**

- 2.0 AGREEMENT AMOUNT. DPSS shall reimburse the Court up to \$168,276 annually for costs incurred by the Court in its performance of this Agreement.

**ARTICLE 3
PARTIES' RESPONSIBILITIES**

3.0 DPSS RESPONSIBILITIES.

- A. Assign a DPSS employee to be the liaison between the Court and DPSS.
- B. Reimburse the Court for costs as stated in Article 2 and Article 4.

3.1 COURT RESPONSIBILITIES.

- A. Assign a Court staff person to be a liaison between the Court and DPSS.
- B. Ensure via agreement that a child care services vendor ("Provider") procure trained and qualified personnel to staff and provide on-site child care services for children involved in the juvenile court process at designated court facilities located within Riverside County, and enter into an Agreement with the Provider that is consistent with this Agreement.
- C. Ensure via agreement that Provider maintain confidential attendance records in compliance with Article 6.
- D. Ensure that all Court's and Provider's employees and/or volunteers, who have contact with children under the scope of this Agreement, have passed a criminal background check. No expense from such background checks will be reimbursed by DPSS and DPSS will not receive a copy of the report.
- E. Provide a budget to DPSS's County Management Reporting Unit reflecting projected staffing needs, anticipated supplies, and other operating costs necessary to provide child care services for children involved in the juvenile courts process.

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- F. Pay for any and all costs and expenses associated with the provision of child care services under this Agreement in excess of \$168,276 annually.

ARTICLE 4 BUDGET

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

BUDGETED ITEM	RIVERSIDE	SOUTHWEST	INDIO	TOTAL
Salaries & Benefits for Providers	\$52,368	\$50,000	\$50,000	\$152,368
Misc. Expenses for Supplies, Food, Travel/Conference, and Indirect Costs	\$5,908	\$5,000	\$5,000	\$15,908
Total Budget	\$58,276	\$55,000	\$55,000	\$168,276

4.1 **METHOD, TIME AND SCHEDULE/CONDITION OF PAYMENTS.**

- A. The Court shall bill DPSS quarterly for its actual expenditures under this Agreement, up to the maximum reimbursable amounts for each court site as designated in Article 4.0.
- B. All claims and invoices must be submitted on a quarterly basis, no later than 45 days after the end of the quarter in which the child care services were provided. All completed claims submitted in a timely manner shall be processed within fifteen (15) working days of receipt by DPSS and forwarded to the County Auditor-Controller's ("Auditor") office for payment. The Court must receive full payment within thirty (30) days from the Auditor's receipt of claim(s) and invoice(s). The Court may notify DPSS when payment is overdue.
- C. The Court shall submit, on a quarterly basis, DPSS form 2076A and DPSS Form 2076B, attached hereto and incorporated herein as Exhibit A, following the instructions set forth on the "Instructions for Form 2076A," and include all additional copied documentation and/or justification related to the services provided under this Agreement as mutually agreed between the Parties. No invoice will be issued if the Court ceases operation of child care services at the juvenile court facilities for any period.

4.2 MODIFICATION OF LINE ITEM BUDGET.

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

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

4.4 AUDITS; RECORDS.

- A. Unless otherwise mutually agreed upon by way of an amendment as described in Article 11.13, DPSS shall not conduct, nor request that a private or public entity conduct, any audit, inspection, or review of any type of the Court or this Agreement, whether on-site or off-site.
- B. Notwithstanding Article 4.4(A) above, if this Agreement is extended beyond the term of this Agreement, DPSS may confer with the Court's designated liaison as identified in Article 5 only to determine whether the Court is in compliance with Articles 9 & 10 (insurance and indemnification sections). Each such contract compliance review shall not occur more than once every two fiscal years.
- C. Notwithstanding Article 4.4(A) above, the Court shall maintain, in accordance with the Court's internal policies, books, records, and other documentation pertaining to the costs and expenses incurred by the Court under this Agreement.

4.5 SUPPLANATION. Unless otherwise provided by law, the Court shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other agreement. The Court shall not claim reimbursement from DPSS for, or apply any sums received from DPSS under this Agreement towards, expenditures that have already been paid for by another source of revenue. The Court agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program, or county funds

under any county programs, without prior approval of DPSS. Notwithstanding the above, the Court may supplement other funds intended for the purpose of this Agreement with DPSS funds provided under this Agreement to the extent that DPSS-provided funds and the other funds collectively, do not exceed the Court's actual costs incurred in providing the child care services contemplated by this Agreement.

ARTICLE 5 REPRESENTATIVES

DPSS

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

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

COURT

Superior Court of California, County of Riverside
David Gutknecht, Deputy Executive Officer of Administration
4050 Main Street
Riverside, CA 92501

ARTICLE 6 ATTENDANCE INFORMATION

- 6.0 REPORTING. The Court shall provide DPSS with attendance information on a monthly basis, on the Juvenile Court Attendance Reporting Form attached hereto and incorporated herein as Exhibit B. These reports are to be sent by electronic mail to the following address: PDRreports@rivco.org

ARTICLE 7 CHILD ABUSE REPORTING

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

ARTICLE 8 SUBCONTRACT FOR SERVICE

8.0 SUBCONTRACT OF SERVICES.

- A. Functions undertaken by the Court may be carried out under subcontracts. All subcontracts shall be made in writing and copies provided to DPSS. No subcontracts shall alter, in any way, any responsibility of the Court to DPSS.
- B. Subcontract(s) shall include the indemnification language contained in this Agreement and shall provide the County of Riverside and DPSS the same protections and indemnification as the Court.
- C. The Court shall use reasonable efforts to ensure that all subcontractors provide services that comply with all applicable provisions of the California Welfare & Institutions Code, all applicable laws and regulations of the United States and State of California, and all administrative regulations, rules and policies adopted thereunder, as each and all may now exist or be hereinafter amended or changed.
- D. DPSS or the County shall not require approval for agreements of employment or Provider Contracts entered into between the Court and the Provider assigned for services thereunder.

ARTICLE 9 INSURANCE

9.0 COURT. Pursuant to statutes and Rules of Court governing the management of litigation and claims against California judicial branch entities, the Court participates in the Litigation Management Program of the California judicial branch as further stated in Exhibit C, incorporated into this Agreement by this reference. If any action/claim is brought against the Court and/or DPSS due to Court's alleged negligent act or alleged failure to act when required, then the liability insurance of the Court (or their self-insurance) shall cover the costs and the loss associated with such action/claim."

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

- A. Worker's Compensation: If the Provider has employees as defined by the State of California, the Provider shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in

favor of the County of Riverside and the Superior Court of California, County of Riverside.

- B. Commercial General Liability: Provider shall maintain Commercial General Liability insurance coverage, including, but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, and employment practices liability, covering claims which may arise from or out of Provider's performance of its obligations hereunder. Policy shall name the County of Riverside, the Superior Court of California, County of Riverside and their agencies, districts, special districts, and departments, directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply to this Agreement or be no less than two times the occurrence limit.
- C. Vehicle Liability: If Provider's vehicles or mobile equipment are used in the performance of the obligations under this agreement, then Provider shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Policy shall name the County of Riverside, the Superior Court of California, County of Riverside and their agencies, districts, special districts, and departments, directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.
- D. Professional Liability Insurance: Provider shall maintain Professional Liability Insurance providing coverage for the Provider's performance of work included within this agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Provider's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Provider shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) prior dates converge from this new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through certificates of insurance that Provider has maintained continuous coverage with the same or original insurer. Coverage provided under items 1) 2) or 3) will continue for a period of five (5) years beyond the termination of this agreement.
- E. Any insurance carriers providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less

than A: VIII (A:8) unless such requirements are waived in writing, by the Court. If the Court waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- F. The Provider's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the Court before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to the Court, and at the election of the Court, Provider's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the Court, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- G. Provider shall cause Provider's insurance carrier(s) to furnish the Court with either: 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the Court, provide original certified copies of policies including all endorsements and all attachments, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Court prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this agreement shall terminate forthwith, unless the Court receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments evidencing coverage set forth herein and the insurance required herein is in full force and effect. Provider shall furnish the Court with original certificate(s) of insurance and certified original copies of the endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- H. It is understood and agreed to by the parties hereto and the insurance company(ies), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the Court's and County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- I. If there is a material change in the scope of services or the term of this Agreement, including any extensions that exceeds five (5) years, the Court

reserves the right to adjust the types of insurance required under this agreement and the monetary limits of liability for the insurance coverage during the term of this Agreement.

- J. Provider shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- K. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Court. The Court shall have the right to require the Provider to maintain insurance for the benefit of each and every Judicial Branch Entity, and any judge, subordinate judicial officer, director, officer, employee, elected or appointed officials, contractor, agent or representative thereof.

ARTICLE 10 INDEMNIFICATION

- 10.0 COURT. The Court shall indemnify and hold harmless the County, its officers, employees and agents from any liability arising from third-party claims against the County as a result of the Court's actual breach of the warranties, representations, or obligations made by the Court to the County under this Agreement; the Court shall defend, at its sole expense, all costs and fees including, but not limited to, reasonable attorney fees, cost of investigation, defense and settlements or awards, the County, its officers, employees and agents in any claim or action based on the Court's actual breach of the warranties, representations, or obligations made by the Court to the County under this Agreement.
- 10.1 COUNTY. The County shall indemnify and hold harmless the Court, its officers, employees and agents, from any liability arising from third-party claims against the Court as a result of the County's actual breach of warranties, representations, or obligations made by the County to the Court under this Agreement. The County shall defend, at its sole expense, all costs and fees including, but not limited to, reasonable attorney fees, cost of investigation, defense and settlements or awards, the Court, its officers, employees and agents in any claim or action based on the County's actual breach of the warranties, representations, or obligations made by the County to the Court under this Agreement.
- 10.2 PROVIDERS. The Court agrees it shall not enter into a subcontract with any new Provider unless the contract contains a provision, that in form and substance, is substantially similar to the paragraph below or has been approved by the County or DPSS in advance:

"The Provider shall indemnify and hold harmless the County of Riverside, the Superior Court of California, and their respective agencies, districts, special districts and departments, including DPSS, and their respective directors, officers, Board of Supervisors,

elected and appointed officials, employees, agents and representatives from any liability whatsoever, its officers, employees, contractors, providers, agents or representatives from any liability 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 this Agreement by Provider, its officers, agents, employees, subcontractors, agents or representatives. Provider shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards the County of Riverside, the Superior Court of California, and their respective agencies, districts, special districts and departments, including DPSS, and their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim of action based on such alleged acts or omissions. The Provider's obligation to defend, indemnify and hold harmless the indemnified parties shall be subject to County and/or the Court, having given Provider written notice within a reasonable period of time of the claim or the commencement of the related action, as the case may be, and information and reasonable assistance, at Provider's expense, for the defense or settlement thereof. Provider's obligation hereunder shall be satisfied when it has provided to indemnified party the appropriate form of dismissal relieving County from any liability of the action of claim involved."

ARTICLE 11 GENERAL PROVISIONS

11.0 CERTIFICATIONS AND REPRESENTATIONS. DPSS's and Court's signature shall also serve as certification for the following paragraphs:

- A. Authority. DPSS and Court have authority to enter into and perform their respective obligations under the Agreement, and DPSS's and Court's signatories have authority to bind DPSS and Court to the Agreement. The Agreement constitutes a valid and binding obligation of DPSS and Court, enforceable in accordance with its terms.
- B. Conflict of Interest.
 - (1) DPSS covenants that it presently has no interest, and will acquire no interest, which would directly or indirectly conflict in any manner or to any degree, with the full and complete performance required under this Agreement. DPSS further agrees to submit full disclosure statements, if required by law to do so, pursuant to the requirements of the California Fair Political Practices Act or any other applicable federal or state law, regulation, or conflict of interest code.
 - (2) DPSS and its employees will not participate in proceedings that involve the use of Court funds or that are sponsored by the Court if

DPSS or its employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

- (3) DPSS and its employees will not engage in actions resulting in, or creating the appearance of use of an official position with the government for private gain; preferential treatment to any particular person associated with this work or Agreement; impairment of Court's independence or impartiality; a decision made outside official channels; or adverse effects on the confidence of the public in the integrity of Court.
 - C. No Interference with Other Contracts. To the best of DPSS's knowledge, the Agreement does not create a conflict of interest or default under any of DPSS's other contracts.
 - D. No Gratuities. DPSS has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Court Personnel with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement.
 - E. Prohibition Against Hiring Court Employees. Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment.
 - F. Non-Discrimination. DPSS and Court certify that they will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, marital status, age (over 40), sex, or sexual orientation. DPSS and Court will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. DPSS and Court certify they will not unlawfully harass, including sexually harass, any persons in the performance of work related to this Agreement. DPSS and Court will take all reasonable steps to prevent such harassment.
- 11.1 ACCOUNTING. DPSS will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).
- 11.2 ASSIGNMENT. This Agreement shall not be assigned by either Party, in whole or in part, without the prior written consent of the other Party. Nothing in this paragraph shall interfere with the Court's obligations, including subcontracting with a Provider to provide child care services, as delineated in Article 8.
- 11.3 INDEPENDENT CONTRACTOR. It is understood and agreed that the Court is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. Court and/or Court's employees shall not be entitled

to any benefits payable to employees of the County, including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Court from the compensation payable to Court under the provision of this Agreement.

11.4 CONFIDENTIAL INFORMATION.

- A. Requirements of Strict Confidence. While executing this Agreement, DPSS may gain access to confidential information that, if disclosed to Third Parties, may be damaging to Court, its personnel, court users, or other government entity. DPSS does not acquire any right or title to the confidential information, and DPSS agrees not to disclose any confidential information to any Third Party. All confidential information disclosed to DPSS will be held in strict confidence and used only in performance of work under this Agreement. In the event of any unauthorized disclosure or loss of confidential information, DPSS will immediately provide notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.
- B. Permissible Disclosures. DPSS may disclose the Court's confidential information on a "need to know" basis to DPSS employees and any representatives of the Court. Additionally, DPSS may disclose the confidential information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement, provided that prior written notice is given to the Court.

11.5 AUDITS BY OTHER GOVERNMENT ENTITIES.

- A. Audit. In the event the Court is audited by other government entities, then upon reasonable notice, DPSS will provide to the Court, to any federal or state entity with monitoring or reviewing authority, or to the Court's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under the Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations, subject only to a lawyer's duty of confidentiality owed to a represented party. DPSS agrees to provide the Court with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Unless otherwise agreed upon, DPSS shall correct errors and deficiencies by the 20th day of the month following the review or audit.
- B. Ownership. The Court is the exclusive owner of all materials collected and produced in connection with the work provided under this Agreement. Upon the termination date (subject to any mutually agreed period of continuation of work), or upon the Court's notice at any time, and subject only to the duty of confidentiality owed to a represented party, DPSS shall give original materials to the Court or to another party at the Court's direction. DPSS

shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:

- (1) DPSS's receipt final payment under the Agreement; and
 - (2) The Court's resolution with DPSS of the findings of any final audit.
- C. Copies. DPSS may retain copies of any original documents DPSS provides to the Court.
 - D. Retention of Records. DPSS will maintain all financial data, supporting documents, and all other records relating to performance and billing under the Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

11.6 DISPUTE RESOLUTION.

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

11.7 FORCE MAJEURE.

- A. Force Majeure events include, but are not limited to, catastrophic acts of nature, or public enemy, civil disorder, fire or other casualty for which a Party is not responsible; and quarantine or epidemic.

- B. The Party asserting a Force Majeure event will immediately provide notice to the other Party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The Party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means.
- 11.8 LIMITATION OF LIABILITY. Excepting therefrom the provisions of Article 10.0, 10.1 and 10.2 of this Agreement, neither party will be liable to the other, its officers, employees, agents or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless of whether either party was advised of the possibility of such loss or damage. Except as noted herein, in no event will either party's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Court by DPSS under this Agreement.
- 11.9 TERMINATION.
- A. This Agreement may be terminated, with or without cause, by either Party giving thirty (30) days prior written notification to the other Party.
 - B. Funding by each Party beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Upon notice, either Party may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the other Party, for lack of appropriation of funds.
 - C. In the event this Agreement is terminated, DPSS shall make payment, in a prorated amount, to the Court, for all services performed up to the termination date as identified in the notice of termination.
- 11.10 SURVIVAL. Terms that will survive termination or expiration of this Agreement include, but are not limited to: Confidentiality, Indemnification, and Limitation of Liability.
- 11.11 SEVERABILITY. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.
- 11.12 NOTICES. Unless otherwise specified, notices under the Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or

deemed undeliverable. Notices must be addressed to the individual(s) in the signature block of the Agreement. Either Party may change its address for receipt of notice by entering a different recipient and address or by giving notice at any time to the other Party in the manner permitted by this paragraph.

- 11.13 AMENDMENTS. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment, signed by both Parties, that specifically references and incorporates the terms of this Agreement into the written amendment.
- 11.14 GOVERNING LAW. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. DPSS and Court irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Riverside, California in any legal action concerning or relating to this Agreement.
- 11.15 WAIVER OF RIGHTS. DPSS's or the Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent DPSS or the Court from enforcing such rights on any future occasion.
- 11.16 HEADING AND CAPTIONS. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.
- 11.17 ENTIRE AGREEMENT. This Agreement, including all referenced documents, constitutes the entire agreement between the Parties. No agent, representative, employee or officer of either the Court or DPSS has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to and detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No subsequent purchase order, invoices, or similar documents containing conflicting terms and conditions, issued by any Party in conjunction with the performance of any Party's duties and/or obligations due under this Agreement, shall be permitted to modify or contradict any of the terms and conditions of this Agreement.
- 11.18 NEGOTIATED AGREEMENT. The Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared the Agreement for purposes of construing the Agreement under California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.
- 11.19 COUNTERPARTS. This agreement may be executed in counterparts, each of which is considered an original.

11.20 COMPLIANCE: The Court warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment,. The Court further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

IN WITNESS HEREOF, the Parties hereto execute this agreement in Riverside, California, effective as of the date stated below.

RIVERSIDE COUNTY BOARD OF SUPERVISORS

By: _____

John F. Tavaglione
Chair, Board of Supervisors

Dated: _____

JUN 20 2017

ATTEST:

KECIA HARPER-IHEM, Clerk

By: _____

DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: _____

NEAL R. KIPNIS

DATE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

By: _____

W. Samuel Hamrick, Jr.
Court Executive Officer

Dated: _____

6/6/17

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit A

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: _____
Remit to Name _____
Address _____
Contractor Name _____
Contract Number _____

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

<input type="checkbox"/> Advance Payment \$ _____ (if allowed by Contract/MOU)	<input type="checkbox"/> Actual Payment \$ _____ (Same amount as 2076B if needed)
<input type="checkbox"/> Unit of Service Payment \$ _____ _____ # of Units) X (\$) _____	_____ # of Units) X _____ (\$)_
_____ # of Units) X (\$) _____	_____ # of Units) X _____ (\$)_
_____ # of Units) X (\$) _____	_____ # of Units) X _____ (\$)_

Any questions regarding this request should be directed to: _____
Name Phone Number

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

Authorized Signature Title Date

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

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)				
CONTRACTOR:				
ACTUAL EXPENDITURES FOR (MM/YYYY)				
CONTRACT #:				
EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
		BILLABLE AMOUNT		

List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
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DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

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

"Contractor Name"
Business name, if different than legal name (if not leave blank).

"Contract Number"
Can be found on the first page of your contract.

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

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

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

"Authorized Signature, Title, and Date (Contractor's)"
Self-explanatory (required). Original Signature needed for payment.

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

**Superior Court Child Care
Juvenile Court Attendance Reporting Form**

Month: _____

Site: _____

Number of DPSS Children Served: _____

Please e-mail to PDRreporting@rivco.org by the 20th of the month following the month of service.



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

OFFICE OF THE GENERAL COUNSEL

2255 North Ontario Street, Suite 200 • Burbank, California 91504-3120
Telephone 818-558-3060 • Fax 818-558-3112 • TDD 415-865-4272

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

WILLIAM C. VICKREY
Administrative Director of the Courts

RONALD G. OVERHOLT
Chief Deputy Director

MARY M. ROBERTS
General Counsel

TO: County of Riverside
Attn: Patricia Franks

FROM: Oliver Cheng, Attorney

DATE: September 6, 2011

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

**CONTACT FOR
FURTHER
INFORMATION:**

NAME:	TEL:	EMAIL:
Oliver Cheng	(818) 558-3076	Oliver.Cheng@jud.ca.gov

PURPOSE OF MEMO

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

OVERVIEW OF LITIGATION MANAGEMENT PROGRAM

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

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

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

Applicable Statutes

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

Applicable Rules of Court

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

Duration of Court's Participation

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