

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



ITEM: 3.38
(ID # 19224)

MEETING DATE:
Tuesday, June 28, 2022


FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve DPSS-0004248 Agreement with Superior Court of California, County of Riverside for Childcare Services for five years through June 30, 2027; All Districts. [Total Cost \$1,066,380; up to \$213,276 in additional compensation; 41% Federal Funding; 59% Realignment Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve DPSS-0004248 Agreement with Superior Court of California, County of Riverside for Childcare services for an annual amount of \$213,276 for a period of five-years, July 1, 2022 through June 30, 2027; and authorize the Chair of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, and as approved as to form by County Counsel to: sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement and sign Amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) annually.

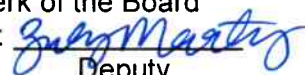
ACTION:Policy


Sayori Baldwin, DPSS Director 6/9/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 28, 2022
xc: DPSS

Kecia R. Harper
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	\$213,276	\$1,066,380	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Federal 41%; Realignment 59%			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

DPSS has had an agreement with the Superior Court of California, County of Riverside since 2000 to provide childcare services at the Riverside Juvenile Court, Southwest (1 and 2) 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 four 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 can provide services closer to home for Riverside County residents.

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

Impact on Residents and Businesses

This 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.

Additional Fiscal Information

Funding for this agreement is budgeted through the normal county budgeting process, no budget adjustment is necessary.

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2022 through June 30, 2023	\$213,276
July 1, 2023 through June 30, 2024	\$213,276
July 1, 2024 through June 30, 2025	\$213,276
July 1, 2025 through June 30, 2026	\$213,276
July 1, 2026 through June 30, 2027	\$213,276
Total	\$1,066,380

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

Contract History and Price Reasonableness

Ordinance 459 allows for award of contracts with any federal, state, or local government agency without bidding due to the nature of collaboration and partnership of beneficial programs with government entities.

ATTACHMENT:

Attachment A: Agreement DPSS-0004248


Suzanna Mackley, Assistant Director of Purchasing and Fleet Service 6/9/2022


Brinnia Lontajo, Principal Management Analyst 6/22/2022

**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 County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY" or "DPSS") for the provision of childcare services at the juvenile court facilities in Riverside County.

**ARTICLE 1
TERM**

- 1.0 TERM. This Agreement is effective July 1, 2022 (hereinafter referred to as the "Effective Date") and continue through June 30, 2027 and will renew automatically in one-year increments unless terminated earlier. Court shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

**ARTICLE 2
AGREEMENT AMOUNT**

- 2.0 AGREEMENT AMOUNT. DPSS shall reimburse the Court up to \$213,276 annually for costs incurred by the Court in its performance of this Agreement. DPSS is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Article IV of this Agreement, DPSS shall not be responsible for payment of any of Court's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to the Court, but not used for purposes of this Agreement shall revert to DPSS within thirty (30) calendar days of the expiration or termination.
- 2.1 AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS. The obligation of DPSS for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of COUNTY funding from which payment can be made. There shall be no legal liability for payment on the part of DPSS beyond June 30 of each year unless funds are made available for such payment by the County Board of Supervisors. In the event such funds are not forthcoming for any reason, DPSS shall immediately notify the Court in writing and this Agreement shall be deemed terminated and be of no further force or effect. DPSS shall make all payments to the Court that were properly earned prior to the unavailability of funding.

**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 the four designated court facilities located within Riverside County, as listed below, and enter into an Agreement with the Provider that is consistent with this Agreement.
 - i. Southwest Juvenile Court
30755-G Auld Road
Murrieta, CA 92563
 - ii. Southwest Justice Center
30755-D Auld Road
Murrieta, CA 92563
 - iii. Larson Justice Center
46-200 Oasis Street
Indio, CA 92201
 - iv. Riverside Juvenile Court
9991 County Farm Road
Riverside, CA 92503
- 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 Management Reporting Unit reflecting projected staffing needs, anticipated supplies, and other operating costs necessary to provide childcare services for children involved in the juvenile courts process.
- F. Pay for any and all costs and expenses associated with the provision of childcare services under this Agreement in excess of \$213,276 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	SOUTHWEST 2	INDIO	TOTAL
Salaries & Benefits for Providers	\$52,368	\$60,000	\$31,105	\$50,000	\$183,473
Misc. Expenses for Supplies, Food, Travel/Conference, and Indirect Costs	\$5,908	\$5,000	\$3,895	\$5,000	\$19,803
Total Budget	\$58,276	\$65,000	\$35,000	\$55,000	\$213,276

4.1 METHOD, TIME AND SCHEDULE/CONDITION OF PAYMENTS.

- A. The Court shall bill DPSS quarterly for its actual expenditures under this Agreement, up to the maximum reimbursable amounts for each court site as designated in Article 4.0.

- B. All claims and invoices must be submitted on a quarterly basis, no later than 45 days after the end of the quarter in which the childcare services were provided. All completed claims submitted in a timely manner shall be processed within fifteen (15) working days of receipt by DPSS and forwarded to the County Auditor-Controller's ("Auditor") office for payment. The Court must receive full payment within thirty (30) days from the Auditor's receipt of claim(s) and invoice(s). The Court may notify DPSS when payment is overdue.
- C. The Court shall submit, on a quarterly basis, DPSS form 2076A and DPSS Form 2076B, 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 childcare 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;
 - 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;
 - 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 RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting the Court's performance through any combination of on-site visits, inspections, evaluations, and Court self-monitoring. Court shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
- B. Court shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. Court shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.

- C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as Court.
- D. If Court disagrees with an audit, Court may employ a Certified Public Accountant (CPA) to prepare and file with County its own certified financial and compliance audit. Court shall not be reimbursed by County for such an audit regardless of the audit outcome.
- E. Court shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate Court's performance at any time, upon reasonable notice to the Court.

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
 P.O. Box 7789
 Riverside, CA 92513

Invoices and Financial Documents to:
 Department of Public Social Services
 Fiscal/Management Reporting Units
 4060 County Circle
 Riverside, CA 92503
 Email: ClientServicesContracts@rivco.org

COURT

Superior Court of California, County of Riverside
 David Gutknecht, Chief Deputy 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. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of the Court and COUNTY.

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.
- 9.1 PROVIDERS. To the extent the Court engages Providers, and without limiting or diminishing

the Provider's obligations to indemnify the Court, DPSS, or the County as stated in Article 10, the Court shall use reasonable efforts to obtain from Providers the certificates of insurance and additional insured endorsements for the insurance coverages specified below for the term of this Agreement:

- 9.1.1 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.
- 9.1.2 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, and employment practices liability, covering claims which may arise from or out of Provider's performance of its obligations hereunder. Policy shall name the County of Riverside, the Superior Court of California, 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 \$2,000,000 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.
- 9.1.3 Vehicle Liability: If Provider's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Provider shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, the Superior Court of California, County of Riverside and their agencies, districts, special districts, and departments, directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.
- 9.1.4 Professional Liability Insurance: Provider shall maintain Professional Liability Insurance providing coverage for the Provider's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Provider's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Provider shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); 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.
- 9.1.5 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.

- 9.1.6 The Provider's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the Court before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the Court, and at the election of the Court, Provider's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the Court, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 9.1.7 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.
- 9.1.8 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.
- 9.1.9 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.
- 9.1.10 Provider shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 9.1.11 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 agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of the Court (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. The Court shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. The Court shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise the Court's indemnification obligation. The Court's obligation hereunder shall be satisfied when it has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe the Court's obligations to indemnify and hold COUNTY harmless.

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.

10.1 PROVIDERS. The Court agrees it shall not enter into a subcontract with any Provider unless the subcontract contains a provision, that in form and substance, is substantially similar to the paragraph below or has been approved by the County or DPSS in advance:

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

respective agencies, districts, special districts and departments, including DPSS, and their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim of action based on such alleged acts or omissions. The Provider's obligation to defend, indemnify and hold harmless the indemnified parties shall be subject to County and/or the Court, having given Provider written notice within a reasonable period of time of the claim or the commencement of the related action, as the case may be, and information and reasonable assistance, at Provider's expense, for the defense or settlement thereof. Provider's obligation hereunder shall be satisfied when it has provided to indemnified party the appropriate form of dismissal relieving County from any liability of the action of claim involved."

ARTICLE 11 GENERAL PROVISIONS

- 11.0 CERTIFICATIONS AND REPRESENTATIONS. DPSS's signature shall also serve as certification for the following paragraphs:
- A. Authority. DPSS has authority to enter into and perform its obligations under this Agreement, and DPSS's signatory has authority to bind DPSS to the Agreement. The Agreement constitutes a valid and binding obligation of DPSS, enforceable in accordance with its terms.
 - B. Conflict of Interest.
 - (1) Court 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. Court 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) Court 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 Court's knowledge, the Agreement does not create a conflict of interest or default under any of Court's other contracts.
 - D. No Gratuities. Court has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any DPSS 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. Court certifies that it will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, marital status, age (over 40), sex, or sexual orientation. Court will ensure that the evaluation and treatment of employees and applicants for employment

are free of such discrimination. Court certifies it will not unlawfully harass, including sexually harass, any persons in the performance of work related to this Agreement. Court will take all reasonable steps to prevent such harassment.

- 11.1 ASSIGNMENT. This Agreement shall not be assigned by either Party, in whole or in part, without the prior written consent of the other Party. Nothing in this paragraph shall interfere with the Court's obligations, including subcontracting with a Provider to provide childcare services, as delineated in Article 8.
- 11.2 INDEPENDENT CONTRACTOR. It is agreed that the Court is an independent contractor and that no relationship of employer-employee exists between the parties. The Court and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. The Court and its employees shall have no claim against COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. COUNTY shall not be required to make any deductions for the Court's employees from the compensation payable to the Court under this Agreement. The Court agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. The Court agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.
- 11.3 CONFIDENTIAL INFORMATION.
- A. The Court and DPSS shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.
- 11.4 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.

11.5 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.

11.6 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.
- 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.

11.7 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.

- 11.8 SURVIVAL. Terms that will survive termination or expiration of this Agreement include, but are not limited to: Confidentiality, Indemnification, and Limitation of Liability.
- 11.9 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.
- 11.10 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.
- 11.11 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.
- 11.12 GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.
- 11.13 WAIVER OF RIGHTS. Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.
- 11.14 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.
- 11.15 ENTIRE AGREEMENT. This Agreement, including all referenced documents, constitutes the entire agreement between the Parties. No agent, representative, employee or officer of either

the Court or the DPSS has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to and detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No subsequent purchase order, invoices, or similar documents containing conflicting terms and conditions, issued by any Party in conjunction with the performance of any Party's duties and/or obligations due under this Agreement, shall be permitted to modify or contradict any of the terms and conditions of this Agreement.

- 11.16 **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.
- 11.17 **COUNTERPARTS.** This agreement may be executed in counterparts, each of which is considered an original.
- 11.18 **ELECTRONIC SIGNATURES.** Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

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

Authorized Signature Superior Court of California, County of Riverside <i>W. Samuel Hamrick, Jr.</i>	Authorized Signature for County <i>Jeff Hewitt</i>
Printed Name of Person Signing: W. Samuel Hamrick, Jr.	Printed Name of Person Signing: Jeff Hewitt
Title: Court Executive Officer	Title: Chairman, Board of Supervisors
Date Signed: Jun 3, 2022	Date Signed: Jun 29, 2022

Approval as to Form
County Counsel
Katherine Wilkins
By: _____
Katherine Wilkins
Deputy County Counsel
Date: Jun 7, 2022



ATTEST:
KECIA R. HARPER, Clerk
By: *Zuly Martinez*
DEPUTY

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL
SERVICES

CONTRACTOR PAYMENT REQUEST

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

From: _____
Remit to Name

Address

City, State and Zip Code

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

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

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

Unit of Service Payment \$ _____

_____ (# of Units) x _____ (Unit Price) = (\$) _____

_____ (# of Units) x _____ (Unit Price) = (\$) _____

_____ (# of Units) x _____ (Unit Price) = (\$) _____

_____ (# of Units) x _____ (Unit Price) = _____

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

= (\$) _____

Any questions regarding this request should be directed to and authorized by:

Name Phone Number

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

If amount authorized is different from the amount requested, please explain:

MRU Authorization _____ Date _____

Amount Authorized _____

Invoice Number _____

PO Number _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address" "City, State, and Zip Code"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

**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.