

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



**ITEM: 3.5
(ID # 24103)**

MEETING DATE:
Tuesday, March 12, 2024

FROM : CHILD SUPPORT SERVICES:

SUBJECT: DEPARTMENT OF CHILD SUPPORT SERVICES: Approve the Professional Services Agreement # DCARC-8012000-11/2027 with GreenCourt Legal Technologies, LLC for Legal Case Processing Services for four (4) years through November 2027; All Districts. [Total Aggregate Cost - \$799,096; 66% Federal Funding, 34% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement # DCARC-8012000-11/2027 with GreenCourt Legal Technologies, LLC for Legal Case Processing not to exceed a total aggregate amount of \$799,096 for four (4) years effective upon execution through November 30, 2027; and
2. Authorize the Chair of the Board to execute the Agreement on behalf of the County.

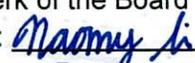
ACTION:Policy


Nicole Windom-Hurd, DIR OF CHILD SUPPORT SERVICES 2/8/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 12, 2024
xc: DCSS

Kimberly A. Rector
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	\$219,835	\$193,087	\$799,096	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 66% Federal Funding, 34% State Funding			Budget Adjustment:	No
			For Fiscal Year:	
			23/24, 24/25, 25/26, 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve the Professional Services Agreement with GreenCourt Legal Technologies, LLC for legal case processing. The mission of the Riverside County Child Support Services (DCSS) is to work with parents and guardians to ensure children and families receive court-ordered financial and medical support. An integral part of achieving the mission is to accurately and expeditiously file cases in court to establish paternity and to obtain, modify, or enforce child support obligations.

GreenCourt Legal Technologies, LLC offers GovLink, the first of its kind Agency Performance Platform™ (APP). Designed for child support agencies, GovLink streamlines processes through its workflow configuration and connects with court systems to make legal document preparation and filing seamless and efficient. GovLink will significantly reduce the time spent on legal case management, allowing more cases to be worked on and allowing child support professionals to be refocused on other critical aspects of child support services.

Impact on Residents and Businesses

The Department of Child Support Services will immediately gain more control over generating, composing, reordering, editing, reviewing, approving, signing, redacting, storing and eFiling legal documents. As a result, GovLink will transform and improve the department's legal case processing through efficient document management. By approving the Professional Service Agreement with GreenCourt Technologies, the department's child support professionals will be able to provide greater support and advocacy for Riverside County families and children.

Additional Fiscal Information

The full cost of the Legal Case Processing, GovLink, from GreenCourt Technologies, LLC, is not to exceed a total aggregate amount of \$799,096. The source of funding is 66% Federal Funding and 34% State Funding for a four (4) year contract.

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

Contract History and Price Reasonableness

The Agreement with Green Court Legal Technologies, LLC before the Board for approval offers the Department of Child Support Services (DCSS) the ability to profoundly impact the daily responsibilities of child support professionals. DCSS sought out legal case processing services because a significant portion of the case worker's and attorney's time is consumed by navigating the complexities of the court system's child support legal process. This process, while essential, is undeniably costly in terms of both time and resources. By implementing GovLink, DCSS takes a proactive approach to address this issue head-on. GovLink's efficiency and automation can help expedite legal procedures, while subsequently, saving the department valuable financial resources. DCSS estimates \$100,000 in savings in full-time equivalent (FTE) Salary for every ten (10) child support cases processed through GovLink. The legal case processing services provided by GreenCourt Legal Technologies are sole sourced as they are the only vendor offering GovLink. GreenCourt Legal Technologies is contracted and operational with Kings County Child Support Services and Alameda County Child Support Services.

ATTACHMENTS:

- a. Policy H-11, Technology Procurement for GreenCourt DCSS - Approved by TSOC
- b. Sole Source Justification 24-094 DCARC GreenCourt LegalTechnologies
- c. GreenCourt Legal Technologies Professional Services Agreement
- d. Riverside County DCSS GreenCourt Price Proposal 1.2024


Meghan Hahn, Director of Procurement 2/8/2024


Kimberly Britt, ASST COUNTY EXECUTIVE OFFICER 2/15/2024


Brianna Lontajo, Principal Management Analyst 3/4/2024


Aaron Gettis, Chief Deputy County Counsel 2/15/2024

PROFESSIONAL SERVICE AGREEMENT

for

LEGAL CASE PROCESSING

between

COUNTY OF RIVERSIDE

and

GREENCOURT LEGAL TECHNOLOGIES, LLC



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This Agreement, made and entered into this 12 day of March, 2024, by and between GREENCOURT LEGAL TECHNOLOGIES, a Georgia Limited Liability Company, registered and authorized to conduct business in the State of California (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through November 30, 2027, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed aggregate amount of seven hundred, ninety-nine thousand and ninety-six dollars (\$799,096.00) including all expenses to be paid as set out in Exhibit B. The COUNTY 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 products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

DEPARTMENT OF CHILD SUPPORT SERVICES

2041 Iowa Avenue

Riverside, CA 92507

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (DCARC-8012000-11/2027); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. Both COUNTY and CONTRACTOR may terminate this Agreement without cause upon 30 days written notice served upon the other stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central

Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.

Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical

information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

DEPARTMENT OF CHILD SUPPORT
2041 Iowa Avenue
Riverside, CA 92507

CONTRACTOR

GREENCOURT TECHNOLOGIES, LLC
201 Newman Street
Carrollton, GA 30117

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and

enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. 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 separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall

continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. Insurance Requirements for IT Contractor Services:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

E. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required

under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to 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 signatures of the parties included in this Agreement 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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 have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Chuck Washington
Chuck Washington, Chairman
Board of Supervisors

Dated: 3/12/2024

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: Naomy Li
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: P. S. S. Tran
Deputy County Counsel

GREENCOURT LEGAL TECHNOLOGIES, LLC
a Georgia limited liability company

By: William Andrew Johnson
Name: William Andrew "Andy" Johnson
Title: Chief Executive Officer

Dated: 01/22/2024

FORM APPROVED COUNTY COUNSEL
BY: PAULA S. SALCIDO 2-13-2024
DATE

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR shall deliver to the County of Riverside Department of Child Support Services with the GovLink Agency Performance Platform (APP) as provided in the following scope of work.

1. Document Management

- a. Upload documents from CSE or any other Sources
- b. Generate documents based on templates and populated with information entered into GovLink.
- c. Edit DOC, DOCX, DOT files. Annotated PDF files.
- d. Split a file into multiple documents. Omit pages. Combine pages into single document.
- e. Store supporting documents as part of case without eFiling those documents.

2. Workflow

- a. Assign responsibility to another individual or group of individuals.
- b. Delegate electronic signature privileges based on type of document and role of user.
- c. Capture notes for interpersonal communication.
- d. Log actions (e.g., reviewed, signed, approved, filed etc.) for formal documentation .
- e. Delegated permission to eFile.
- f. eFile through the court's system. Receive acceptance and/or rejection from the Clerk, with access to file-stamped documents in near-real time and assign to designated staff or group.

3. Reporting

- a. Configure notifications for major case-level activity (e.g., submitted, accepted, or rejected).
- b. Receive notifications via in-application alerts and/or email.
- c. Analyze performance at the county level, office level, and individual user level.
- d. Assess workload balance, case type distribution, and other key metrics by date range.

4. eFiling Integration

- a. Court-approved options for selecting case types, party types, and document types.
- b. Bidirectional flow of legal documents and related information between GovLink and the court's eFiling platform. This includes the return of file-stamped documents to the GovLink case file.

5. Implementation, Training, and Support

- a. COUNTY will identify an individual(s) to serve in each of the following rolls throughout the engagement:
 - Executive-Sponsor (senior leader with decision-making authority)
 - Program Manager (day-to-day contact with high availability and authority to guide the work)
 - Subject Matter Experts regarding COUNTY operating procedures and court interaction
 - Court Filing Subject Matter Expert

- b. COUNTY and CONTRACTOR will communicate any issues that may impact these systems or any other elements that could effect the outcome of the engagement.
 - c. CONTRACTOR delivery team will be comprised of staff with industry leading experience and expertise in eFiling, workflow management, customer service, systems integration, development, and maintenance.
 - d. CONTRACTOR will provide knowledgeable, experienced, and highly qualified staff who will apply their skills to serve the COUNTY.
 - e. CONTRACTOR will lead COUNTY through an efficient discovery and orientation process. The result will be COUNTY-specific user accounts, document templates, processes, and notifications.
 - The COUNTY will approve the completed discovery document which will set the parameters for the system configuration. Subsequent changes deemed out of scope enhancements will require a negotiation process to establish costs.
 - Upon implementation, the first ninety (90) day period will be designated to “bug fixes” only.
 - f. CONTRACTOR will support all GovLink users through real-time customer service (telephone, online chat, and email) and a library of helpful documentation.
 - g. CONTRACTOR Customer Experience Team will be available Monday through Friday, 8:00AM to 5:00PM Pacific Time, excluding designated holidays.
 - h. CONTRACTOR will provide live and virtual training opportunities for COUNTY users to become comfortable with GovLink.
 - i. Virtual training session will include question-and-answer session.
 - j. CONTRACTOR and COUNTY will devise a flexible training schedule that allows all appropriate staff to attend GovLink training session prior to the go-live date.
 - k. CONTRACTOR will be responsible for the following:
 - Consulting with COUNTY in developing training material
 - Leading each live, virtual training session
 - Publishing a video training session for reference by COUNTY staff at any time.
 - Publishing written training material for reference by COUNTY staff at any time.
 - l. CONTRACTOR will refresh training videos and material in conjunction with process and/or system changes.
 - m. CONTRACTOR and COUNTY will continue working together after implementation to improve the platform.
 - n. CONTRACTOR will provide significant resources and remain responsive to COUNTY throughout legislative changes, policy modifications, and other market conditions.
6. Security and Business Continuity
- a. CONTRACTOR security approach will include physical, technical, and administrative safeguards to protect the privacy, integrity, and availability of each customer’s information and of the system as a whole.
 - b. CONTRACTOR application data, application code and infrastructure configuration are replicated in real-time across multiple physical locations in the United States.

EXHIBIT B
PRICE PROPOSAL

MILESTONE	PAYMENT TERMS	FY 23/24 Fee	FY 24/25 Fee	FY 25/26 Fee	FY 26/27 Fee	TOTAL
Implementation	Payment due 30 days after contract execution	\$219,835.00	\$0	\$0	\$0	\$219,835.00
Support and Maintenance Fee	Payment due upon delivery of the configured GovLink system to DCSS (Due annually on the same date)	\$0	\$193,087.00	\$193,087.00	\$193,087.00	\$579,261.00
TOTAL AMOUNT						\$799,096.00

GreenCourt Legal Technologies Agreement-Draft Final CRS edits Final

Final Audit Report

2024-01-23

Created:	2024-01-23
By:	Anna Marie Johnson-Earls (annjohnson@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAff7I7ZFK_XntsvGoxYorWG0QSoUPNZ9p

"GreenCourt Legal Technologies Agreement-Draft Final CRS edits Final" History

-  Document created by Anna Marie Johnson-Earls (annjohnson@rivco.org)
2024-01-23 - 1:07:24 AM GMT
-  Document emailed to William Andrew Johnson (ajohnson@greencourt.com) for signature
2024-01-23 - 1:08:53 AM GMT
-  Email viewed by William Andrew Johnson (ajohnson@greencourt.com)
2024-01-23 - 1:22:57 AM GMT
-  Document e-signed by William Andrew Johnson (ajohnson@greencourt.com)
Signature Date: 2024-01-23 - 1:25:22 AM GMT - Time Source: server
-  Document emailed to Paula Salcido (psalcido@rivco.org) for signature
2024-01-23 - 1:25:23 AM GMT
-  Email viewed by Paula Salcido (psalcido@rivco.org)
2024-01-23 - 1:54:51 AM GMT
-  Document e-signed by Paula Salcido (psalcido@rivco.org)
Signature Date: 2024-01-23 - 2:01:06 AM GMT - Time Source: server
-  Agreement completed.
2024-01-23 - 2:01:06 AM GMT



Adobe Acrobat Sign



County of Riverside
DEPARTMENT OF CHILD SUPPORT SERVICES



Kimberly Britt
Director

Nicole Windom-Hurd
Assistant Director

Date: October 04, 2023
From: Department of Child Support Services
To: Board of Supervisors/Purchasing Agent
Via: Jasmine Rodriguez, 951-955-2982

Subject: Sole Source Procurement; Request for Legal Case Processing

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

1. **Supplier being requested:** GreenCourt Legal Technologies, LLC
2. **Vendor ID:** N/A
3. Single Source Sole Source

(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department? (If yes, please provide the approved sole or single source number).

Yes _____ No

4a. Was the request approved for a different project?

Yes _____ No

5. Supply/Service being requested: Request for Legal Case Processing

GreenCourt Legal Technologies, LLC offers GovLink, a proprietary Agency Performance Platform (APP) system designed for child support organizations. The APP offers the following capabilities:

- Streamline processes through its workflow configuration.
- Link to court systems to make legal document preparation filing seamless and efficient.
- Import documents downloaded from California's Child Support Enforcement System (CSE).
- Self-contained document generating, editing, reviewing, approving, signing, and archiving system.
- Allows child support specialists to route documents easily.
- Document enhancement and smooth workflow.

Riverside Office (Executive):
2041 Iowa Avenue
Riverside, CA 92507

Indio Office:
47-950 Arabia Street
Indio, CA 92201

Blythe Office:
260 N. Broadway
Blythe, CA 92225

For assistance, please call us at: (866) 901-3212

6. Unique features of the supply/service being requested from this supplier:

The mission of the Riverside County Department of Child Support Services (DCSS) is to work with parents and guardians to ensure children and families receive court-ordered financial and medical support. An integral part of achieving this mission is DCSS' responsibility to accurately and expeditiously file cases in court to establish paternity and to obtain, modify, or enforce child support obligations. GreenCourt Legal Technologies, LLC is the only vendor providing the unique services offered by GovLink. The unique features offered by GovLink will give the child support caseworkers and attorneys greater document control with tools built specifically for child support agencies.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

The Department of Child Support Services will immediately gain more control over generating, composing, reordering, editing, reviewing, approving, signing, redacting, storing and eFiling documents. GovLink will transform the department's legal case processing. Permissions within the system are granted on a person-by-person, document-by-document, case-by-case basis to retain the right level of control. GovLink boosts confidence by guiding caseworkers and attorneys through the proper steps in each process. They system makes sure each user follows the approved path, every time, in every case. It also tracks every sign in, permission change, document import, auto-generated forms, edit, assignment, and more. GovLink was created to work perfectly with no hardware or software installation necessary. GreenCourt will handle all case processing work to ensure 24/7/365 availability and security.

8. Period of Performance: From: November 2023 to November 2027
(total number of years: 4 years)

Is this an annually renewable contract? **Yes**

Is this a fixed-term agreement: **Yes**

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. 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:	FY 23/24	FY24/25	FY25/26	FY26/27	FY_	Total
One-time Costs:						
Implementation Fee	\$219,835.00					\$219,835.00
Ongoing Costs:						
<i>Support and Maintenance Fee</i>		\$193,087.00	\$193,087.00	\$193,087.00		\$579,261.00
Previous SSJ Approved Amounts:						
Total Costs	\$219,835.00	\$193,087.00	\$193,087.00	\$193,087.00		\$799,096.00

10. Price Reasonableness: (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?):

Green Court Legal's GovLink offers the Department of Child Support Services (DCSS) the ability to profoundly impact the daily responsibilities of child support professionals. Currently, a significant portion of a case worker's and attorney's time is consumed by navigating the complexities of the child support legal process. This process, while essential, is undeniably costly in terms of both time and resources. By implementing GovLink, DCSS takes a proactive approach to address this issue head-on. GovLink's efficiency and automation can help expedite legal procedures, minimizing the time and effort required, and subsequently, saving the department valuable financial resources. DCSS estimates \$100,000 in savings in FTE Salary for every 10 child support cases processed through Green Court Legal's GovLink.

Riverside Office (Executive):
2041 Iowa Avenue
Riverside, CA 92507

Indio Office:
47-950 Arabia Street
Indio, CA 92201

Blythe Office:
260 N. Broadway
Blythe, CA 92225

For assistance, please call us at: (866) 901-3212

11. Projected Board of Supervisor Date (if applicable): 11/28/2023
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

 _____
Department Head Signature (or designee) Kimberly P. Britt 10/16/23
Print Name Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Approved; with cost not to exceed FY limitations noted above.

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)

(If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

Meghan Hahn
Purchasing Agent

10/17/23
Date

24-094
Approval Number
(Reference on Purchasing Documents)

Riverside Office (Executive):
2041 Iowa Avenue
Riverside, CA 92507

Indio Office:
47-950 Arabia Street
Indio, CA 92201

Blythe Office:
260 N. Broadway
Blythe, CA 92225

For assistance, please call us at: (866) 901-3212

From: [Cain, Mary](#)
To: [Rodriguez, Jasmine](#)
Subject: FW: Policy H-11, Technology Procurement for DCSS - Approved by TSOC
Date: Tuesday, October 31, 2023 4:38:41 PM

Completed and approved.

Greencourt Technologies

Mary Cain

Business Relationship Manager II

DCSS, DPSS, First 5, HWS, Office on Aging, RCOED, and Veterans' Services

Riverside County Information Technology (RCIT)

mcain@rivco.org

(951) 955-7515 desk

(951) 544-4789 mobile



Empowering People to Reach Beyond...

[How are we doing?](#) Click the link to tell us

From: IT Service Desk <rivcoitprod@service-now.com>

Sent: Tuesday, October 31, 2023 4:37 PM

Subject: Policy H-11, Technology Procurement for DCSS - Approved by TSOC

Request: REQ0274275

Policy H-11 Technology Procurement request for DCSS has been Approved by TSOC.

Ref:MSG15117738



Price Proposal

GreenCourt is pleased to offer **GovLink** as an innovative solution to enhance DCSS' performance. Incorporating **GovLink** into DCSS' daily procedures will immediately improve critical outcomes. GreenCourt will provide the following throughout the life of the relationship:

- Information security and threat protection
- Ad hoc reviews of performance
- Routine maintenance
- Introductory training for new employees
- Refresher training for experienced employees
- Ad hoc adjustments to workflow

The following table includes the proposed milestones, payment terms, and amount.

Milestone	Payment Terms	Amount
Implementation Fee	Payment due 45 days after contract execution	\$219,835.00
Support and Maintenance Fee	Payment due upon delivery of the configured GovLink system to DCSS (Due annually on the same date)	\$193,087.00

GovLink has proven to significantly reduce the time staff spend on legal case management, allowing more cases to be worked on and freeing up staff to be refocused on other critical activities.

The page that follows provides procurement options for DCSS' review. The chosen option will be included in this space in the agreed and accepted proposal.

Agreed and Accepted:

Signature

Date

Nicole Windom-Hurd, Director
Riverside County
Department of Child Support Services

Signature

Date

Andy Johnson
Chief Executive Officer
GreenCourt Legal Technologies, LLC



GreenCourt conducted research on the procurement options available to DCSS including a review of Riverside County’s procurement rules. The following table summarizes the procurement options available.

Procurement Option	Information
Sole Source	<p>Riverside County’s procurement rules were not found on the county’s website. Generally, a contract may be awarded for services without competition if the purchasing agency determines the services are of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the service.</p> <p>If Riverside County allows sole-source procurements, GreenCourt is confident it is the only vendor providing the unique services offered by GovLink.</p>
OMNIA Partners	<p>OMNIA’s team of certified public procurement professionals and cooperative purchasing experts is committed to bringing value to your government agency. OMNIA’s cooperative contracts are competitively solicited and publicly awarded by a government entity serving as the lead agency. Awards are made utilizing this best practice ensuring maximum value with complete transparency of the process.</p> <p>The contract relevant for GovLink is the OMNIA Partners, Public Sector Contract, Contract Name – IT Solutions & Services, Contract Number 2018011-02, and Expiration Date – February 28, 2025.</p>
Sourcewell	<p>Sourcewell's contracts provide a variety of cloud solutions and offer the opportunity to partner with existing resellers with master agreements. Contract awards were provided based on the following categories: Platform as a Solution (PaaS), Infrastructure as a Solution (IaaS), and Software as a Solution (SaaS).</p>
Texas Department of Information Resources (DIR) Cooperative Contracts	<p>Interstate Cooperation Contracts (ICCs) (formerly referred to as Interlocal Cooperation Agreements) allow an organization outside of Texas to purchase through DIR's Cooperative Contracts program.</p> <p>This ICC with DIR allows Riverside County to purchase information resources technologies through DIR Contracts. GreenCourt’s GovLink can be purchased through GAIN Innovation, LLC via its DIR Contract.</p>

GreenCourt is available to discuss any or all of these procurement options with DCSS.