

SERVICE CONTRACT FOR FAMILY LAW FACILITATOR SERVICES

This Agreement hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between, Superior Court of California, County of Orange with a place of business at 700 Civic Center Drive West, Santa Ana, CA 92702; hereinafter referred to as “Contractor” and County of Orange, a political Subdivision of the State of California, hereinafter referred to as “County,” for its Department of Child Support Services which may be referred individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, County desires to enter into a Contract with Contractor for Family Law Facilitator Services; and

WHEREAS, Contractor is the sole source provider of the services described in Attachment A, Scope of Work and

WHEREAS, Contractor is willing to provide the services specified in this Contract; and

WHEREAS, contemporaneously with this this Contract, County and Contractor have entered into a License for the use by Contractor of certain property of the County;

NOW, THEREFORE, the parties mutually agree:

AGREEMENT

- 1 Scope of Work:** Services to be performed by Contractor shall consist of the Scope of Work specified in Attachment A. Attachment A is attached and incorporated herein by this reference.
- 2 Entire Agreement:** This Contract contains all the terms and conditions agreed upon the parties. Except as expressed provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
- 3 Precedence:** Contract documents will consist of this Contract including its Attachments. In the event of a conflict between this Contract documents, the order of precedence shall be this Contract, the Attachments and then Exhibits.
- 4 Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- 5 Term:** ~~This Contract shall be effective upon mutual signatures of Parties, and effective for one year period, unless otherwise terminated. This Contract may be~~

~~renewed on an annual basis with the written agreement of both parties. Neither party has to give a reason if it decides not to renew.~~ This Amendment #2 to this Contract shall be effective July 1, 2015, and shall be effective through and including June 30, 2016, unless otherwise terminated by County. Renewals are subject to Board of Supervisors approval. The County does not have to give reason if it elects not to renew.

- 6 Termination** Parties have the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified.
- 7 Compensation:** Compensation shall be paid to Contractor for its satisfactory performance under this Contract. County shall reimburse Contractor for no more than 40 hours for one FLF and four (4) hours for a part-time FLF a week, based upon an hourly rate as billed by Contractor but in no event shall the ~~actual hours worked at an actual~~ hourly rate ~~not to~~ exceed \$83.00 per hour. County shall reimburse the Contractor for the mileage for the part-time FLF from the Orange, Lamoreaux Justice Center to County location, in accordance with the Internal Revenue Service approved mileage rate. CSS will reimburse Contractor for planned and/or unplanned absences, (exclusive of mandatory trainings and meetings), of the assigned full-time FLF; however, in no event will CSS reimburse Contractor for more than 10 days of absence (8 hours per day for the full time FLF, excludes part-time FLF) in a single contract year. Contractor shall submit an invoice in accordance with the invoice instructions herein.

Invoices are to be submitted in arrears to the County address, unless otherwise directed in this contract. Contractor shall reference Contract number on invoice. Contractor shall provide an invoice in an acceptable format to County with supporting documentation within five (5) working days of the 15th day following the month of services rendered and shall be paid within 30 days of the date of invoice. Invoices received six (6) or more working days after the 15th day following the month of service rendered shall be paid within 60 days of the date of invoice. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services not previously invoiced. Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or when services do not meet the contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

Contractor shall provide an invoice on the contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County agency/department
4. Description of services

5. Billing Timeframe
6. Number of hours for services provided
7. Total

8 Monetary Limit: The annualized not to exceed amount on this Contract shall be \$174,000 ~~\$191,000~~ dollars, ~~and the not to exceed amount on the ten month term of this renewal shall be \$145,000.~~ County shall not be responsible for any expenditure overruns and will not pay for work exceeding the monetary limit of the contract unless a change order to cover those costs has been issued by the Deputy Purchasing Agent in advance.

9 Fiscal Appropriations: This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

10 Conflict of Interest (Contractor): Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interest of County. This obligation shall apply to Contractor, Contractor's employees, agents, relatives, sub tier Contractors and third parties associated with accomplishing the work hereunder.

Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of County.

11 County and Contractor Project Manager: County shall appoint a project manager to act as liaison between County and Contractor during the term of this Contract. County's project manager shall coordinate the activities of County staff assigned to work with Contractor.

Contractor shall appoint a project manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's project manager shall be subject to approval by County and shall not be changed without the written consent of County's project manager. County's project manager shall have the right to require the removal and replacement of Contractor's employees from providing services to County under this Contract. County's project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within 14 calendar days after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's project manager from providing services to County under this Contract.

12 Governing Law and Venue: This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County,

California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

13 Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communication shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the addresses stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: Department of Child Support
Services

Name: Juana Larios

Address: 1055 N Main Street
Santa Ana, CA 92701

Email: jlarios@css.ocgov.com

Telephone: 714-347-8903

Facsimile: 714-347-8900

Contractor: Superior Court of California,
County of Orange

Name: Tricia Penrose

Address: 700 Civic Center
Santa Ana, CA 92702

E-mail: tpenrose@occourts.org

Telephone: 657-622-7892

CC:

Contractor: Superior Court of California,
County of Orange

Name: Deborah Coel, Contracts and
Procurement

Address: 700 Civic Center West
Santa Ana, CA 92702

E-mail: dcoel@occourts.org

Telephone: 949-399-2282

14 Disputes: Notwithstanding Paragraph 5 above, in the event that either party defaults in the performance of any duties or obligations hereunder, including inability or refusal to provide services hereunder, and the default or breach has not been cured within thirty (30) days of the non-defaulting Party's giving of written notice of default, specifying the nature of the alleged default or breach, the non-defaulting Party may give thirty (30) days

written notice of intent to terminate this Contract.

15 Indemnification: The parties waive pursuant to Government Code section 895.4 the pro rata (per capita) risk allocation provided by Government Code section 895.6. Each party shall defend, indemnify, and hold the other party harmless, to the maximum extent permitted by law, from claims, damages, expenses, or liabilities, including attorney fees and costs, that arise out of its duties or obligations, or that of its officers, judicial officers, judges, subordinate judicial officers, board members, employees, representatives, or agents under this Contract, or its negligence or willful misconduct.

16 Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

17 Audits: This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

18 Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

19 Performance: Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

Signature Page

The Parties have executed this Contract on the dates shown opposite their respective signature below. Both Parties to this of this Contract represent that the signatories executing this document are fully authorized to enter into this Contract.

Superior Court of California, County of Orange

A political subdivision of the State of California

Signature Date

Print Name Title

County of Orange

A political subdivision of the State of California

Signature Date

Print Name Title

ATTACHMENT A

SCOPE OF WORK

Overview: Assembly Bill 1058 requires Superior Court to maintain an Office of the Family Law Facilitator to provide litigants (referred to as “customers” herein) with free education, information, and assistance with child support issues. Department of Child Support Services (CSS) has partnered with the Court on a pilot to provide the Family Law Facilitator services onsite to CSS customers. CSS would like to continue the services, as this has increased the effectiveness of child support decisions for CSS customers.

FAMILY LAW FACILITATOR (FLF)

Court shall have the following responsibilities:

1. Provide a full-time ~~and part-time FLF~~ ~~Court~~ employee (preferably bilingual Spanish) for the sole purpose of fulfilling its obligation under the terms of this Contract.
 - a. FLF shall have knowledge and experience with Family Law and child support establishment, modification, and enforcement process under Title IV-D of the federal Social Security Act.
 - b. FLF shall have an active membership in the State Bar of California.
 - c. FLF shall have access to the Court’s case management systems.
2. Provide an ~~one~~ FLF five (5) days a week, Monday through Friday, ~~40 hours a week~~, with the exception of County approved holidays.
3. ~~Provide second FLF for four (4) hours a week. Provide coverage during a planned absence.~~
4. ~~If available, provide coverage for planned and unplanned absences. Provide coverage after five (5) days of an unplanned absence.~~
5. Communicate any changes in the process that would affect the performance of this Contract to County Project Manager for prior approval.

Family Law Facilitator (FLF) Responsibilities:

1. FLF shall provide facilitator services to child support customers at CSS location at 1015 N Main St, Santa Ana, CA 92701, including, but not limited to the following:
 - a. Help prepare paperwork with issues relating to child and spousal support and health insurance. (i.e., Motion and/or Request for Order, Answer to Governmental Complaint, Responses, Wage Assignments, Order After Hearings)
 - b. Help prepare paperwork modifying child custody and/or visitation court orders.

- c. Refer to DCSS for potential qualifying programs. (i.e. Compromise of Arrears Program)
 - d. Help prepare paperwork for Determination of Child Support/Spousal Support Arrears or Unreimbursed Expenses.
 - e. Running computer-generated child and spousal support calculations.
2. FLF shall communicate all changes in the process to the County Project Manager for their approval prior to initiating.

Both Parties Responsibilities:

1. Both Parties shall make good faith effort to resolve issue(s) at the lowest level positions within their respective organizations. However, if resolution does not occur through the management chain of command, the Director of CSS and the CEO of Superior Court shall meet to resolve the issue(s).
2. At a minimum, both Parties shall meet annually to discuss performance under the term of this Contract. Other customer satisfaction or employee performance inquiries may be made periodically and submitted by either party for completion.
3. All records and documentation shall be maintained in accordance with federal and state requirements and shall be made available to state and federal personnel for the purpose of conducting audits of the support enforcement program. Both Parties are responsible for safeguarding all information in accordance with Federal and State laws and regulations.
4. Parties shall be subject to and comply with Federal and State and local laws and regulations applicable with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; wages, hours and conditions of employment, including non-discrimination.
5. CSS acknowledges that the FLFs will be attending monthly meetings, and yearly trainings required to maintain their Minimum Continuing Legal Education. For planning purposes, the FLF will provide CSS with a 30 day advance notice of the scheduled meetings and yearly trainings.

CSS shall provide the Court FLF with the following:

1. Remote access to the Court's case management system.
2. Office space and necessary resources to perform required duties. Office space is provided in accordance with Exhibit I, CEO Real Estate License Agreement, incorporated by reference.