

Appendix 5



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

455 Golden Gate Avenue • San Francisco, California 94102-3688
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RONALD M. GEORGE
Chief Justice of California
Chair of the Judicial Council

WILLIAM C. VICKREY
Administrative Director of the Courts

RONALD G. OVERHOLT
Chief Deputy Director

STEPHEN NASH
Director, Finance Division

1/16/10

Sent via: U.S. Postal Services

Pat Sweeten
Executive Officer
Superior Court of Alameda County
1225 Fallon Street, Room 209
Oakland, California 94612

Subject: Transmittal of Contract #1019816
Family Law Facilitator Program

Dear Pat Sweeten:

The attached approved and fully executed Contract Counterpart is for your records. You are now authorized to provide the agreed upon services. For inquiries contact the undersigned at (415) 865-4545.

Sincerely,
Administrative Office of the Courts

Linda McBain
Contract Specialist

cc: Stacie Clark/Michael Wright, (with 1 copy of enclosure)
Kyle Rice, (with 1 copy of enclosure)

mg

STANDARD AGREEMENT

STD. 2 (REV. 5-91)

Contract Number 1019816	Amendment Number
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 1st day of July, 2009 ("Effective Date"), in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting



TITLE OF OFFICER ACTING FOR STATE Senior Manager, Business Services	ENTITY JUDICIAL COUNCIL OF CALIFORNIA ADMINISTRATIVE OFFICE OF THE COURTS, hereinafter "State," and 455 Golden Gate Avenue San Francisco, CA 94102-3688
CONTRACTOR'S NAME SUPERIOR COURT OF CALIFORNIA, County of Alameda	, hereinafter "Contractor" or "Court."

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows:

- (A) Incorporated into this Agreement herewith, and attached hereto, are the following Contract Documents: (1) fully executed State Standard Agreement form; (2) Exhibit A, Standard Provisions; (3) Exhibit B, Special Provisions; (4) Exhibit C, Reimbursement Provisions; (5) Exhibit D, DCSS Special Terms and Conditions; (6) Exhibit E, Court Contacts; and (7) Exhibit F, Budget. In the event of a conflict between the Contract Documents, the following descending order of precedence shall govern: fully executed State Standard Agreement form, Exhibit A, Exhibit D, Exhibit B, Exhibit C, Exhibit F, and Exhibit E. Any Amendments, starting with the most recent, shall take precedence over the existing Contract Documents.
- (B) This Agreement between the State and the Court is for the purpose of coordinating respective efforts and delineating responsibilities in relation to the Family Law Facilitator Program.
- (C) Pursuant to this Agreement, the total amount the State may reimburse the Court shall not exceed \$475,929.00.
- (D) The Work of this Agreement shall commence July 1, 2009 and the Agreement shall expire June 30, 2010.
- (E) Notwithstanding the termination provisions of this Agreement, the Court shall comply with the terms and conditions set forth in this Agreement throughout the duration of the Program until this Agreement expires. In the event the funds encumbered under this Agreement are expended prior to the expiration date of this Agreement, the State shall reimburse the Court for allowable, allocable, and reasonable expenses via a separate funding source, not to exceed the amount budgeted for the Program, as set forth in Exhibit F, Budget.

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, no liability shall attach to the State by reason of entering into this Agreement

IN WITNESS WHEREOF, this Agreement has been entered into by the parties hereto, effective upon the Effective Date.

STATE OF CALIFORNIA		CONTRACTOR				
ENTITY JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS		CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) SUPERIOR COURT OF CALIFORNIA, County of Alameda				
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 				
PRINTED NAME OF PERSON SIGNING Grant Walker		PRINTED NAME AND TITLE OF PERSON SIGNING Pat Sweeten Executive Officer				
TITLE Senior Manager, Business Services		ADDRESS Attn: Pat Sweeten 1225 Fallon Street., Oakland, CA 94612				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$475,929.00	PROGRAM/CATEGORY (CODE AND TITLE) 45.55.010 Child Support Commissioner	FUND TITLE General		<i>Department of General Services Use Only</i> EXEMPT FROM DEPARTMENT OF GENERAL SERVICES' APPROVAL.		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00	(OPTIONAL USE)					
TOTAL AMOUNT ENCUMBERED TO DATE \$475,929.00	ITEM 0250-101-0001	CHAPTER 1	STATUTE 2009			FISCAL YEAR 2009-2010
OBJECT OF EXPENDITURE (CODE AND TITLE) 0001-45040031-0702-01-09						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER 		DATE 1-14-10				

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

EXHIBIT A
STANDARD PROVISIONS
FAMILY LAW FACILITATOR PROGRAM, FY 2009/2010

1. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be construed as affecting the employment status of any officer or employee of the Court.

2. TERMINATION FOR CAUSE

The State may terminate this Agreement and be relieved of the payment of any funds to the Court if the Court fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the work in any manner it deems proper, including, but not limited to discontinuance of funding for the Family Law Facilitator Program position(s).

3. NO ASSIGNMENT

The Court shall not assign this Agreement in whole or in part without the written consent of the State.

4. TIME OF ESSENCE

Time is of the essence in this Agreement.

5. VALIDITY OF ALTERATIONS

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by all parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

6. CONSIDERATION

The consideration to be paid to the Court under this Agreement shall be compensation for all the Court's expenses incurred in the performance of this Agreement, unless otherwise expressly provided.

END OF EXHIBIT

EXHIBIT B
SPECIAL PROVISIONS
FAMILY LAW FACILITATOR PROGRAM, FY 2009/2010

1. DEFINITIONS

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “**Accounting**” or “**AOC Accounting**” refers to the AOC Grant Accounting contact person designated in Exhibit C, Reimbursement Provisions, and authorized by the State to oversee the fiscal functions of the Agreement between the State and the Court.
- B. “**Amendment**” means a written document issued by the State and signed by the Court which alters the Contract Documents and identifies the following: (i) a change in the work; (ii) a change in the Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. “**Appropriation Year**” means the period of time that the legislative authority has authorized spending for a defined purpose. The Appropriation Year for agreements funded by the Legislature of the State of California commences July 1 and ends on June 30 of each year. The Appropriation Year for agreements funded by the United States Congress commences October 1 and ends on September 30 of each year.
- D. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- E. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Court, as attached to and incorporated by a fully executed State Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement**.”
- F. “**Contract Amount**” means the total amount encumbered on the fully executed State Standard Agreement for any reimbursement by the State to the Court for allocable Program expenses and costs, in accordance with the Contract Documents.
- G. The “**Court**” or “**Contractor**” refers to the Superior Court of the State of California identified on the fully executed State Standard Agreement as contracting with the State.
- H. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract

State of California Standard Agreement
Contract No. 1019816 with Superior Court of California, County of Alameda

Documents, that the Court shall complete and deliver or submit to the State for acceptance.

- I. **“Department of Child Support Services”** or **“DCSS”** refers to the single state organizational unit, created by Family Code section 17200, whose duty is to administer the Title IV-D state plan for securing child and spousal support, medical support, and determining paternity. The term “Department of Child Support Services” may be used interchangeably with the term **“California Department of Child Support Services.”**
 - J. **“Family Law Facilitator”** or **“Facilitator”** refers to the attorney(s) licensed to practice law in California and appointed by the Court to provide services as enumerated in Family Code section 10004-10005.
 - K. **“Invoice Instructions”** refers to the document entitled “Invoice Reporting Instructions, AB1058 Child Support Commissioner and Family Law Facilitator Program”, published by the AOC and previously provided to the Contractor.
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- L. **“Local Child Support Agency”** means the new county department of child support services, created pursuant to Family Code section 17304.
 - M. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
 - i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
 - N. **“Program”** refers to all activity relative to this Agreement including activity of the Court, its Subcontractors, the State, and the State’s representatives. The term “Program” may be used interchangeably with the terms **“AB 1058 Program,” “Title IV-D,”** and **“Family Law Facilitator Program.”**
 - O. The **“Program Manager”** refers to the individual or authorized designee empowered by the State to oversee and manage the AB 1058 Program.
 - P. The **“State”** refers to the Judicial Council of California/Administrative Office of the Courts (**“AOC”**). The State is one of the parties to this Agreement. The term State shall also include any individual designated to perform technical and/or administrative functions, as set forth herein.
 - Q. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent this Agreement as an individual **“Contract Counterpart.”**

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- R. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Court, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, subconsultants, suppliers and materialmen.
- S. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Court, which is not a party to this Agreement.

2. STATE AND FEDERAL COMPLIANCE

- A. The parties to this Agreement shall comply with Title IV-D of the Social Security Act, implementing regulations, and all federal and state regulations and requirements promulgated thereunder.
- B. The parties to this Agreement are subject to any restrictions, limitations, or conditions enacted or adopted by the Legislature, Congress, the Federal Office of Child Support Enforcement, or the California Department of Child Support Services that may affect the provisions, terms or funding of this Agreement in any manner.

3. ORGANIZATIONAL STRUCTURE

The parties to this Agreement shall maintain an organizational structure and sufficient staff to administer and supervise all of the functions for which they are responsible under this Agreement and the requirements under state and federal law. The parties shall meet the applicable standards for program operation in accordance with 45 Code of Federal Regulations, sections 302, 303, and 304.

4. STATE RESPONSIBILITIES

- A. Subject to the provisions of this Agreement and subject to the overall funding provided for under this Agreement, the State will reimburse the Court for the costs properly claimed under this Agreement.
- B. The State will provide education, training courses, and materials for Family Law Facilitator(s) and staff, as appropriate. Training shall include both federal and state laws concerning child support. Training shall also include accessing and using the DCSS child support calculator.
- C. The State will provide technical assistance to the Court regarding issues relating to implementation and operation of the Family Law Facilitator Program, including but not limited to assistance related to funding, staffing, and the sharing of resources.
- D. The State will negotiate and execute any leases for facilities housing the Program as authorized by The Trial Court Facilities Act of 2002 (GC 70391-70393) and California

Rules of Court 10.180, 10.181, and 10.184.

- E. The State will cooperate and coordinate efforts with the Court to facilitate the objectives of this Agreement.

5. COURT DELIVERABLES

A. Pursuant to the Agreement, the Court shall provide the following Deliverables:

- i. The Court shall provide statistical and other Program information as requested by the State. At a minimum, this information shall include a quarterly summarized report as specified in *The Family Law Facilitator Data Collection Handbook*. Failure to submit the required information in a timely manner may result in the imposition of a hold in the release of payments for the Family Law Facilitator Program. This Deliverable is due the 16th of the month following the end of each quarter or the next business day, and must be submitted to the person specified in *The Family Law Facilitator Data Collection Handbook*.
- ii. The Court shall provide a full disclosure of all funding sources used in the operation of the Family Law Facilitator Program apart from funds provided by this Agreement. This document shall identify each source, amount, duration and Program objective (e.g. custody/visitation, domestic violence programs, etc.) of such funding. This Deliverable must be submitted along with the Court's proposed Program budget, (Exhibit F).
- iii. The Court shall provide a copy of the contract between the Court and the Facilitator to the AOC, if the Facilitator is not a Court employee. This Deliverable, which must be a copy of the contract signed by both parties, must be received by the AOC no later than **December 31, 2009**. Any amendments to such contract must be forwarded to the AOC within thirty (30) days of execution.
- iv. The Court shall provide a copy of its written complaint resolution procedure for complaints received against the Office of the Family Law Facilitator. This Deliverable must be provided by **December 31, 2009**.
- v. The Court shall provide a proposal outlining any planned expansion of non Title IV-D services provided by the Family Law Facilitator Office at least 30 days prior implementation of the expansion plan. The proposal must be submitted on a template provided by the AOC.
- vi. The Court shall provide a copy of any memorandum of understanding, plan of cooperation or other agreement between itself and another court, if there is an arrangement to share resources such as a family law facilitator.

6. COURT RESPONSIBILITIES

A. The Court agrees to cooperate with the State to fulfill the purposes of this Agreement.

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- B. The Court shall oversee the selection, appointment, and supervision of the Family Law Facilitator(s). The Family Law Facilitator shall be an attorney licensed to practice law in California, have mediation or litigation experience, or both, in the field of family law, and any other qualifications established in any applicable state and federal law (see Cal. Fam. Code, § 10002).
- C. The Court shall ensure that the Family Law Facilitator's duties and responsibilities are in accordance with the Family Law Facilitator Act (Cal. Fam. Code, § 10000 et seq.).
- D. The Court shall encourage the use of volunteers to supplement the Family Law Facilitator staff.
- E. The Court shall ensure that the Family Law Facilitator staff and volunteers receive the appropriate training as prescribed by the State, including training in Title IV-D legal procedures, rules and regulations and access and use of the DCSS guideline child support calculator. ~~Training for the family law facilitator shall include attendance at least one State sponsored child support program training event per year.~~
- F. The Court shall cooperate and coordinate with the State, district attorney or local child support agency and the California Department of Child Support Services to facilitate the objectives of this Agreement.
- G. The Family Law Facilitator Program shall provide the following minimum services (see Cal. Fam. Code, §§ 10004 and 10005):
 - i. Provide applications for and referrals to the Local Child Support Agency;
 - ii. Distribute informational materials concerning paternity establishment and child support, including the Child Support Handbook and any informational materials developed by the Department of Child Support Services;
 - iii. Distribute court forms for paternity and child support actions to both parents;
 - iv. Distribute voluntary declarations of paternity (see Cal. Fam. Code, § 7571);
 - v. Provide assistance to parents in completing forms: the Court is encouraged to utilize clinics and videotape instructions;
 - vi. Provide child support guideline calculations: the Court may use automated information centers;
 - vii. Assist non-Title IV-D parents in completing necessary forms for cases to be included in the State Disbursement Unit and the Child Support Case Registry once these services are operational;
 - viii. Provide referrals to Family Court Services and other public and private agencies that provide services to families and children; and
 - ix. Provide the State with a description of services to be provided and methods of service delivery and update this description as needed.

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- H. The Court shall ensure that the reimbursements invoiced are limited to that portion of time the Family Law Facilitator(s) and staff are engaged in matters involving child support, spousal support, medical support, and family support in accord with instructions issued by the State.
 - I. When considering leasing facilities intended to house the Program, the Court shall submit requests for authorization to proceed with a lease to the Program Manager for review and approval. The Program Manager will determine if there are Program funds available to cover the costs associated with the leased facility. Requests will be evaluated on a case-by-case basis and in consultation with other AOC divisions, as appropriate, and must be in compliance with The Trial Court Facilities Act of 2002 (CG 70391-70393) and California Rules of Court 10.180, 10.181, and 10.184..
 - J. The Court shall develop a written complaint procedure for resolving any complaints received against the Office of the Family Law Facilitator and provide notice of this procedure to the public.
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7. JOINT RESPONSIBILITIES

- A. The State and the Court agree to execute Amendments to this Agreement whenever necessary to reflect new or revised state or federal statutes or regulations. The State and the Court further agree to execute Amendments to reflect a material change in any phase of state or federal law, organization, policy, or state or local agency operation or organization.
- B. The State and the Court shall comply with state and federal laws and regulations concerning safeguarding of information. (See Cal. Family Code §17212, Welf. & Inst. Code, § 11478.1 and 45 C.F.R., § 303.21.) No information that identifies any applicant or recipient of public assistance by name and address shall be disclosed to any committee or legislative body.

8. AGREEMENT COMMUNICATION AND ADMINISTRATION

- A. The Court shall designate a staff member to have primary responsibility for Program liaison and coordination of activities under this Agreement and meet with the Program Manager, when necessary, to further define specific procedures and responsibilities. Any Notice shall be submitted to this Program liaison.
- B. The Court's Program liaison, plus administrative and accounting contact persons, including names, addresses, telephone numbers, fax numbers, and email addresses, shall be set forth in Exhibit E, Court Contacts.
- C. During the term of the Agreement, the Court shall notify the Program Manager of any proposed changes to Exhibit E.
- D. Under this Agreement, the Program Manager shall be the contact person. All requests and communications about the Program shall be made through the Program Manager.

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Any Notice from the Court to the State shall be in writing and shall be delivered to the Program Manager. Contact the Program Manager as follows:

Judicial Council of California
Administrative Office of the Courts
Michael L. Wright, Program Manager
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

Telephone: 415-865-7619
Fax: 415-865-4297
E-mail: Michael.Wright@jud.ca.gov

- E. The Accounting contact person is identified in Exhibit C, Reimbursement Provisions.

9. ~~MANNER OF PERFORMANCE OF SERVICES~~

The Court shall complete all work specified under this Agreement to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause. Under this Agreement, the Court shall be monitored and evaluated by the State. The State may delegate monitoring and evaluation of the Court to a separate entity, as deemed necessary by the State.

10. TERMINATION OTHER THAN FOR CAUSE

- A. In addition to termination for cause under Exhibit A, Standard Provisions, Paragraph 3, the State may terminate the Agreement at any time upon providing the Court Notice at least ten (10) days before the effective date of termination. Upon receipt of the termination Notice, the Court shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Court for the fair value of allowable, allocable, and reasonable expenses incurred before the termination, not to exceed the amount budgeted for the Program, as set forth in Exhibit F, Budget.

11. STATE'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may, upon written Notice to the Court, terminate this Agreement in whole or in part. Such termination shall be in addition to the State's rights to terminate for convenience or cause.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature and/or

Congress. If the Agreement is terminated for non-appropriation:

- i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Court shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current Appropriation Year is conditional upon appropriation by the Legislature and/or Congress of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement will terminate at the close of the current Appropriation Year.

12. FISCAL ACCOUNTABILITY

A. The Court shall either:

- i. Maintain an accounting system and supporting fiscal records that are adequate to ensure all invoices submitted under the Agreement are in accordance with applicable federal and state requirements and the Trial Court Financial Policies and Procedures Manual; or,
- ii. When utilizing county-provided administrative services, be responsible for ensuring that such county-provided administrative services maintain an accounting system and supporting fiscal records that are adequate to ensure all invoices submitted under the Agreement are in accordance with applicable federal and state requirements and the State of California's Manual of Accounting for Audit Guidelines for Trial Court as published by the State Controller's Office.

B. The Court shall follow federal, state and local laws and regulations as well as State fiscal policies, procedures and guidelines.

13. FUNDING ADVANCEMENT

This Agreement allows for the payment of the amounts requested by the Court on a reimbursement basis following the submission of appropriate invoices approved by a Court official. At the request of the Court, if the law permits, the State may, in its discretion and with consent of the Department of Child Support Services and the Court, make payment in advance on such terms and in such amounts as the State and the Department of Child Support Services may deem appropriate.

14. REIMBURSEMENT PROCESS

A. The Court must submit to the State invoices for all reimbursable costs associated with the Family Law Facilitator Program pursuant to this Agreement on a monthly basis by the 20th of the month. All invoices shall conform to the requirements specified in Exhibit C, Reimbursement Provisions. Failure to provide invoices on a monthly basis may result in

the court forfeiting participation in the mid-year reallocation.

- B. In addition to any other documentation required under state or federal law, to substantiate the expenditure of funds by the courts, each court shall be required to submit to the AOC information that includes, but is not limited to, costing data on the numbers of employees by category i.e. commissioners, facilitators, funded under this agreement for the Title IV-D services, the hours claimed per employee, rate of salary or wages per employee, numbers of IV-D customers served by each Family Law Facilitator Office. The court shall provide this information to the AOC on a quarterly basis.”
- C. The parties acknowledge that the budget set forth in Exhibit F, Budget, is an estimate of the spending anticipated for the current Appropriation Year, fiscal year **2009–2010**, and is based upon the Contract Amount set forth on the fully executed State Standard Agreement. In order to make the best use of these funds on a statewide basis, the parties agree that the State shall review the spending patterns of the Court for expenditures reimbursable under this Agreement. The State shall review the invoices submitted by the Court to determine whether the budget in Exhibit F is still realistic. Based upon those invoices, the State will extrapolate the Court’s spending to a 12-month spending pattern. If the extrapolation demonstrates that the Court’s spending during the term of this Agreement will not reach the budget amount, the State and the Court shall meet and confer to decide whether the amount allocated to the Court under this Agreement should be reduced to bring it into conformity with the expected spending based upon the extrapolated amount.
- D. The Facilitator and any staff are required to document the amount of time spent on (i) Title IV-D matters; (ii) Outreach (non–Title IV-D child, family, spousal, and medical support matters); and (iii) other matters.

15. NONDUPLICATION OF AGREEMENT FUND EXPENDITURES

The Court certifies that there are no ongoing or completed projects with the State, or other funding sources, that duplicate or overlap any work contemplated or described in this Agreement. Any pending or proposed request for other funds that would duplicate or overlap work under this Agreement will be revised to exclude any such duplication of Agreement fund expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the State.

16. AGREEMENT TERM

This Agreement shall commence effective **July 1, 2009** and end effective **June 30, 2010**. This Agreement is of no force and effect until signed by the Court and the State and all approvals are secured. Any commencement of performance prior to agreement shall be done at the Court’s risk.

17. CHANGES AND AMENDMENTS

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Program Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the Program Manager reviews the request, a written decision shall be provided to the Court. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

18. SUBCONTRACTING

A. The Court shall not subcontract this Agreement or services provided under this Agreement, unless the State agrees to the subcontracting in writing. Any authorized Subcontractor(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

B. The Court shall provide copies of any subcontracts, purchase orders, lease/rental agreements or any other Program related agreements upon request by the Program Manager.

19. STANDARD OF PROFESSIONALISM

The Court shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

20. DEFICIENT PERFORMANCE

Should the State find the Court to be deficient in any aspects of performance under this Agreement or fail to perform under the agreed standards, the Court shall submit a proposed corrective action plan to the State. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (45) days after notification of the deficiencies. Should the Court fail to present a corrective action plan as required or take appropriate corrective action, the State shall notify the Court in writing that this Agreement is terminated, and of the Court's liability due to its failure to perform.

21. COPYRIGHTS AND RIGHTS IN DATA

A. For all products, including those other than publications, the State reserves the right to use and copyright, in whole or in part, the products produced with funding from the Agreement.

B. The Court agrees not to copyright any material produced with funding from the Agreement, unless the State gives the Court express permission to do so. If such permission is obtained and the material is copyrighted, the State will be given an exemption that reserves for it the right to use, duplicate, and disseminate the products

without fee.

22. PUBLICATIONS

The following disclaimer will accompany the dissemination and/or publication of all reports and other materials developed under funding from the Agreement:

“These materials have been compiled through a grant from the Judicial Council of California. The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the Judicial Council of California. These materials are copyright 2009 Judicial Council of California, all rights reserved.”

23. CONFIDENTIALITY

All financial, statistical, personnel, technical, and other Confidential Information relating to the State's operation that are designated confidential by the State and are disclosed to the Court shall be protected by the Court from unauthorized use and disclosure.

24. CONFLICT OF INTEREST

Neither the Court nor any Court employee shall participate in proceedings involving the use of funds in which the employee's partner, family, or organization has a financial interest. The Court and Court employees shall also avoid actions resulting in or creating the appearance of (i) use of an official position for private gain, (ii) preferential treatment to any particular person, (iii) loss of independence or impartiality, (iv) a decision made outside official channels, or (v) adverse effects on the confidence of the public in the integrity of the government or the Program.

25. LOBBYING

Funds awarded to the Court shall not be used, indirectly or directly, to influence executive orders or similar promulgations by federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state, or local legislative bodies.

26. POLITICAL ACTIVITY

The Court shall not contribute or make available Program funds, Program personnel, or equipment awarded by the Agreement to any political party or association or the campaign of any candidate for public or party office. The Court shall not use funds awarded to the Court in advocating or opposing any ballot measure, initiative, or referendum. Finally, neither the Court nor any Court employee shall intentionally identify the State with any partisan or nonpartisan political activity associated with a political party or association or campaign of any candidate for public or party office.

27. NONDISCRIMINATION/NO HARASSMENT CLAUSE

- A. During the performance of this Agreement, the Court and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of

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race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Court shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- B. During the performance of this Agreement, the Court and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Court or its Subcontractors interact in the performance of this Agreement. The Court and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Court shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Court and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Court shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform work under the Agreement.

28. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

By executing this Agreement, the Court certifies under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Court within the immediately preceding two-year period because of the Court's failure to comply with an order of the National Labor Relations Board.

29. DRUG-FREE WORKPLACE

The Court certifies that it will provide a drug-free workplace as required by California Government Code, section 8355 through section 8357.

30. AMERICANS WITH DISABILITIES ACT

By signing the agreement, the Court assures the State that it complies with applicable provisions of the Americans With Disabilities Act ("ADA") of 1990 (42 U.S.C. sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

31. CERTIFICATION

The Court shall comply with Exhibit D, DCSS Special Terms and Conditions.

32. CALIFORNIA LAW

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

33. FEDERAL AND STATE RECORD REQUIREMENTS

All records and documentation shall be maintained in accordance with federal and state requirements, including but not limited to the provisions of 45CFR92.42(e) and shall be made available to state or federal personnel for the purpose of conducting audits of the Program. All information shall be safeguarded in accordance with federal law.

34. RETENTION OF RECORDS

The Court shall maintain all financial records, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than three (3) years and nine (9) months. The retention period shall start from the date of the submission of the final payment request. The Court is also obligated to protect records adequately against fire and other damage.

35. RIGHT TO AUDIT

A. The Court shall permit all data, court files, and records relating to performance, case processing, procedures, and billing to the State under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of any of the following or its designee:

- i. The State,
- ii. The California Department of Child Support Services,
- iii. The Bureau of State Audits,
- iv. The Federal Office of Child Support Enforcement, and
- v. Any other federal government auditing agency.

B. The right of each agency to inspect and/or audit the Agreement records is independent of whether or not any other independent audit or inspection has been performed.

36. AUDIT COMPLIANCE

The Court shall accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state and federal audit agencies that directly relate to the services to be performed under this Agreement. A draft of any reply shall be reviewed and approved for release by AOC Internal Audit prior to release to the cognizant entity. A copy of the final reply

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shall be submitted to AOC Internal Audit.

37. FAMILY CODE

- A. This is a “cooperative agreement” within the meaning of California Family Code section 17604.
- B. The Court is a public agency that is required by law or by cooperative agreement to perform functions relating to the state plan for securing child and spousal support and determining paternity, and is subject to the provisions of California Family Code section 17604. The Court agrees to pay to the State the amount of the State’s liability to the federal government that results from the Court’s failure to perform the services or comply with the conditions required by this Agreement and identified by any audit exception.

38. SIGNATURE AUTHORITY

The parties signing the Agreement certify that they have proper authorization to do so.

39. SEVERABILITY

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

40. WAIVER

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement’s terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions at a later date.

41. SURVIVAL

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

42. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing, and all other communications between the parties.

END OF EXHIBIT

EXHIBIT C
REIMBURSEMENT PROVISIONS
FAMILY LAW FACILITATOR PROGRAM, FY 2009/2010

1. CONTRACTUAL AND REGULATORY COMPLIANCE

- A. The Court shall follow applicable federal, state, and local laws and regulations, including but not limited to the following:
- i) The Trial Court Financial Policies and Procedures Manual.
 - ii) The State of California's Manual of Accounting for Audit Guidelines for Trial Court as published by the State Controller's Office, which is applicable when the Court utilizes County administrative services.
 - iii) Title 2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87), and when applicable, 2 CFR 230, Cost Principles for Nonprofit Organization (OMB Circular A-122).
 - iv) California Rules of Court, Rule 10.810.
- B. The Court shall follow the reporting instructions specified in the Invoice Instructions.
- C. Funds allocated to the Family Law Facilitator Program by this Agreement must be used for the purposes set forth in this Agreement and must not be used for any other purpose, including the Child Support Commissioner Program.

2. CONTRACT AMOUNT

The total amount the State may pay to the Court under this Agreement for costs and expenses pertaining to the Family Law Facilitator Program shall not exceed the Contract Amount, as set forth on the fully executed Standard Agreement form. The Contract Amount consists of:

Category 1- Federal reimbursement funds and the state match funds from the DCSS funding in the annual Budget Act; and may also include

Category 2- Federal reimbursement funds based on the expenditure of Court's funds which are not used by Court for claiming funds under Category 1.

3. REIMBURSABLE CATEGORIES

- A. *Salaries.* Salaries include wages and compensation of Court employees for the time devoted and identified specifically to the Program.
- B. *Fringe Benefits.* Fringe benefits are allowances and services provided by the employer to

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its employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave, employee insurance, pensions, and unemployment benefit plans. Fringe Benefits are divided into two (2) types: Regular Fringe Benefits and Benefit Hours.

- i) Regular Fringe Benefits are made up of employer paid FICA, SDI, health insurance, and retirement benefits. These benefits shall be reported either by determining a benefit rate or by using actual figures from Court payroll records.
- ii) Benefit Hours are made up of vacation, annual leave, sick leave, holidays, court leave, and military leave. Benefit Hours shall be reported as used on the Payroll Summary form. Accrued hours shall not be included in the calculation of the Fringe Benefits. Costs for authorized absences are only reimbursable up to the amount earned during the term of the grant.

C. Operating Expenses and Equipment.

- i) Operating expenses and equipment shall consist of actual costs paid by the Court for Family Law Facilitator Program expenditures. Categories of operating expenses include but are not limited to: staff training, office supplies, furniture, personal computers, remodeling.
- ii) Any staff paid as contractors shall be reported as operating expenses and will not be reported as part of salaries or in the calculation of Court department overhead allocation pool.
- iii) Any claim for reimbursement of operating expenses shall be based on a reimbursement rate specified by the AOC. Reimbursement rates may be adjusted by the AOC from time-to-time.
- iv) All equipment purchases that exceed the limit of \$5,000.00 per item for this fiscal year's Agreement will require prior written approval from the Program Manager.
- v) Written approval of the Program Manager must be requested and obtained before commencing any remodeling project or renting any new space, regardless of the anticipated expenditure amount, in order to determine if expenses are reimbursable. Requests for remodeling must be received by the Program Manager no later than **January 31, 2010**, for work to be completed in the current fiscal year. The request may not be approved if received after *January 31, 2010*. Any consideration for remodeling may require a public works discussion with the State. Requests for remodeling must include a letter of justification stating the reason for remodeling and certifying there are no structural or foundation changes. Any reimbursements for remodeling must include all purchase documentation including the bidding process used to select a vendor, floor plans, estimates, and diagrams of the work to be performed.

D. *Indirect Costs.*

- i) The Court shall claim indirect costs using an approved rate calculated under the guidelines set forth in Trial Court Financial Policies and Procedures Manual, FIN 16.02, effective July 1, 2006, or, pursuant to OMB Circular A-87. In lieu of an approved rate, the Court may claim indirect costs up to ten percent (10%) of the direct labor costs charged to the Family Law Facilitator Program (including salaries and wages; excluding extraordinary costs such as overtime, fringe benefits and shift premiums).
- ii) Indirect costs claimed using the approved rate will be claimed at actual not to exceed 20%.
- iii) No costs charged directly should be included in an overhead pool.

4. RECORDING OF HOURS OR COSTS EXPENDED

A. *Time Sheet.*

- i) The Court shall use the Time Sheet form set forth in the Invoice Instructions, for all timesheets pertaining to this Program. All employees whose time is charged to the Program must complete timesheets reflecting 100% of hours worked. These timesheets must include the original signatures of both the employee and a supervisor, and the following certification language: "I certify under penalty of perjury that this time sheet accurately represents actual time worked, and any leave time charged or authorized to any grant included does not exceed leave time earned while working on the grant."
- ii) Prior to using any unauthorized time sheet form, the Court must obtain written approval from the Accounting contact, as use of an unauthorized form may not be acceptable for Program reporting requirements.
- iii) The Court shall provide copies of the timesheets with submission of invoice. The Court shall maintain all timesheets in accordance with Exhibit B, Special Provisions, Paragraph 35, Right to Audit.

B. *Payroll Summary.* The Court must complete a summary spreadsheet, using the Payroll Summary form set forth in the Invoice Instructions. A Court representative shall sign each Payroll Summary, certifying to the following statement: "I certify under penalty of perjury that the information provided here accurately represents the official records and are in compliance with the program contract, and any leave time charged or authorized to any grant included does not exceed leave time earned while working on the grant."

C. *Operating Expense Recap.* The Court shall use the Operating Expense Recap form set forth in the Invoice Instructions, to claim reimbursable operating expenses and equipment charges.

D. *Activity Log.* The Court shall require its Subcontractors, that provide Program work, as set

forth in Exhibit B, Paragraph 6, Court Responsibilities, to complete a monthly activity log accounting for 100% of hours worked in a month. The activity log will list the time spent on (i) Title IV-D matters; (ii) Outreach (non-Title IV-D child, family, spousal, and medical support matters); and (iii) other matters. This activity log shall be kept on file at the Court's facilities and shall be submitted for review at the request of the AOC. The activity log must include an original signature of the contracted Facilitator and the following certification language: "Contractor certifies under penalty of perjury that this activity log accurately represents actual time worked."

- E. *Expenditures Line Item Summary.* The Court must submit an expenditures line item summary spreadsheet, with each invoice submitted, that reflects the columns defined on the spreadsheet.
- F. *Invoice.* The Court must submit invoices monthly using the Invoice form set forth in the Invoice Instructions. A Court representative shall sign the Invoice, certifying to the following statement: "I certify under penalty of perjury that the amount billed above is true and correct and in accordance with the Contract."
- G. The AOC Accounting contact shall provide notice to the Court that will advise the Court if a new or revised Time Sheet, Payroll Summary, Invoice, Operating Expense Recap, Activity Log, Expenditures Line Item Summary, or Invoice form, as set forth in the Invoice Instructions, shall become effective during this Agreement.

5. METHOD OF PAYMENT

- A. The Court will submit invoices to the AOC that include all allocable, allowable, and reasonable costs for the Family Law Facilitator Program, reimbursable in accordance with this exhibit and the terms and conditions of this Agreement.
- B. Invoices are due to the AOC Accounting contact by the 20th of the month.
- C. The State will make payment in arrears after receipt, review and approval of the Court's properly completed invoice. Invoices shall clearly indicate:
 - i) The Contract number;
 - ii) The Program title (Family Law Facilitator Program);
 - iii) The name and telephone number of the Court accounting contact;
 - iv) The month invoiced;
 - v) The amount of reimbursement requested, by category, including a total amount;
 - vi) Copies of paid vendor invoices with check/warrant numbers and paid dates noted, when applicable;
 - vii) An appropriate documentation for reimbursement of allowable expenses; and
 - viii) A preferred remittance address, if different from the mailing address.

[Remainder of page left blank intentionally]

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- D. The Court shall submit the invoices to:

Judicial Council of California
Administrative Office of the Courts
Attn.: Grant Accounting, 7th Floor
455 Golden Gate Avenue
San Francisco, CA 94102-3688

- E. The allocation set forth for this Agreement is the maximum amount allowable for reimbursement of actual costs expended on the Family Law Facilitator Programs throughout the applicable fiscal year only. Invoices exceeding the Contract Amount encumbered will not be paid.

- F. For reimbursement, Work must be provided during **July 1, 2009 to June 30, 2010**. Additionally, any and all obligations must be liquidated prior to the Court's final invoice. ~~The Court's final invoice must be received by Accounting no later than **December 31, 2010**;~~ invoices received after this date will not be paid.

6. AOC ACCOUNTING CONTACT

- A. The Court shall contact the following AOC Accounting contact for any accounting concerns, including requests for electronic copies of the Time Sheet, Payroll Summary, Operating Expense Recap, Activity Log, Expenditures Line Item Summary, or Invoiceforms:

Mimi Ly
Telephone: (415) 865-7950
FAX: (415) 865-4331
Email: Mimi.Ly@jud.ca.gov

END OF EXHIBIT

EXHIBIT D
DCSS SPECIAL TERMS AND CONDITIONS
FAMILY LAW FACILITATOR PROGRAM, FY 2009/2010

1. CERTIFICATION REGARDING LOBBYING:

- A. In accordance with section 1352, Title 31 of the U.S. Code, for Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from DCSS to perform services, by signing this Agreement Contractor certifies, to the best of his or her knowledge and belief, that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (<http://www.whitehouse.gov/omb/grants/sflllin.pdf>)
 - iii. The Contractor shall require that certification language be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- B. Signing this Agreement, and thereby certifying that these requirements will be met, is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT AND SUSPENSION:

For federally funded agreements in the amount of \$25,000 or more, the Contractor certifies by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective recipient of federal

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funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

<http://www.acf.dhhs.gov/programs/ofs/grants/debar.htm>

3. UNION ORGANIZING:

For contracts over \$50,000, Contractor by signing this agreement hereby acknowledges the applicability of Government Code section 16645 through section 16649 to this agreement.

- i. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- ii. No state funds received under this agreement will be used to assist, promote or deter union organizing.
- iii. Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- iv. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.
<http://www.ols.dgs.ca.gov/main/ab1889.doc>

END OF EXHIBIT

EXHIBIT E
COURT CONTACTS

The following is a list of the Court's contacts designated for this Agreement:

1. Court's Program Liaison:

Name: Candace Goldman
Address: 1225 Fallon Street
Room 109
Oakland, CA 94612
Telephone #: _____
(510) 891-6260
Fax #: (510) 891-6258
Email: cgoldman@alameda.courts.ca.gov

2. Court's Administrative Contact:

Name: Rob Quinlan
Address: 1225 Fallon Street
M-104
Oakland, CA 94612
Telephone #: _____
(510) 891-6274
Fax #: (510) 891-6204
Email: rquinlan@alameda.courts.ca.gov

3. Court's Accounting Contact:

Name: Tiffany Ly
Address: 1225 Fallon Street
Room 210
Oakland, CA 94612
Telephone #: _____
(510) 891-6292
Fax #: (510) 891-6294
Email: tly@alameda.courts.ca.gov

**EXHIBIT F
 BUDGET**

Positions	FTE	Salaries	Benefits
Facilitator/Attorney	1.6	144,351	66,402
FLF Assistant	1.4	112,378	51,694
Program Director	0.7	68,184	31,364
Total S&B		474,372	
Operating Expenses and Equipment			
Contracted Facilitator		-	
Interpreters		-	
Perimeter Security		-	
Rent		-	
Office Supplies		5,400	
Training		3,000	
Travel - Local Mileage		3,750	
Travel - to Conferences		4,500	
Total OE & E		16,650	
Indirect Costs		87,901	
Total Program Expenditures		<u>578,923</u>	
Funding:			
Base Amount		378,689	
Federal Drawdown Option		147,333	
Trial Court Share (34%)		50,093	
Federal Share (66%)		97,240	
Contract Amount (payable by AOC)		<u>475,929</u>	
Excess Program Expenditures		102,995	
Other funding sources:			
Trial Court Trust Fund		102,995	