

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO**

REQUEST FOR PROPOSAL

FAMILY VISITATION CENTER



REQUEST FOR PROPOSAL NUMBER 2013-01

WRITTEN PROPOSALS DUE BY

MONDAY, OCTOBER 01, 2012 - 3:30 PM

Superior Court of California, County of San Mateo

400 County Center, 4th Floor

Redwood City, CA 94063

Attention: Timothy Gee, Contracts Administrator

Finance Division

TABLE OF CONTENTS

[Introduction](#) 3

I. [General Information](#) 3

II. [Statement of Services](#) 4

III. [Procurement and Evaluation Process](#) 6

IV. [Proposal Format](#) 15

V. [Addenda](#) 22

[Addendum A – Proposed Contract Terms and Conditions](#) 23

[Addendum B – Standard 5.20, Standards of Judicial Administration](#) 45
 [Uniform standards of practice for providers of supervised visitation](#)

[Addendum C – Visitation Center Usage Report](#) 39

[NOTE: Click on item to navigate to the section]

INTRODUCTION

The Superior Court of California, County of San Mateo (hereinafter “Court”) has a partnership relationship in a supervised visitation and exchange program for parties under the supervision of the Court’s Family Law Division pursuant to Family Law Code sections 3200, et seq. for over ten years. This program is governed by the Family Law codes and the Standards of Judicial Administration, Standard 5.20 (see [Addendum “B”](#)).

The following is a description of the terms of the program, scope of services to be provided, and the prospective service provider (hereinafter “Applicant”) selection process. Applicant’s submission of a Proposal for this project will be considered applicant’s agreement to comply with the specifications in this RFP and the terms and conditions as stated herein in the proposed contract that is included in this Request for Proposal.

1. GENERAL INFORMATION

1.1 Issuing Body

The Superior Court of California, County of San Mateo (“Court”) is issuing this Request for Proposal (“RFP”) to solicit competitive proposals from entities who can provide a facility and qualified and certified staff to facilitate court ordered supervised visitations and child exchanges (also referred herein as “Program”) as described herein.

1.2 Program Background

The Superior Court of California, County of San Mateo (hereinafter referred to as “Court”) had a partnership relationship in a supervised visitation and exchange center program started in collaboration with the former Family Services Agency (now Peninsula Family Service) and the San Mateo County Human Services Agency. The program was funded over the years in part from federal and state grants, HSA funding and a small contract with the Court. Additional funding comes from fees paid by the parties utilizing the services on a sliding scale based on their ability to pay.

The Program provides a safe haven for parents of children to comply with court-ordered supervised visitations or exchanges of children for visitation purposes under the terms of a court order. The Program staff either facilitates a safe exchange of children from one parent/guardian to another for parental visitations or supervises an on-site visitation by a parent/guardian with the child(ren).

Currently the Court provides partial funding for services by a service provider for approximately 1,400 scheduled supervised visitations 900 scheduled supervised exchanges throughout the year (see statistical chart at [Addendum “C”](#) for actual data on exchanges and visitations). Services are provided six days per week with hours varying depending on the day.

1.3 Program Goals and Objectives

- A. The Court’s goal is to select a service provider who will be able to provide the most cost effective and highest quality of service to facilitate court ordered supervised visitation and/or exchanges of children in compliance with the Standard 5.20 of the Standards of Judicial Administration that governs this Program (see [Addendum “B”](#)).
- B. It is the Court’s objective to have a service provider who will provide qualified and experienced staff at all times to provide the services and to have a safe environment for the exchanges and visitations between the parties and the child(ren). The Provider should also provide an appropriate orientation and intake process, provide appropriate information and referrals to families using the services, and may also have the ability and choose to offer additional counseling services of benefit to the families, according to the agency’s own established fee schedule.

- C. The Court reserves the right to reject any or all Proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

II. STATEMENT OF SERVICES

2.1 Description of Services to be Provided

Applicant will be required to provide a facility, staffing and services to facilitate court ordered child(ren) scheduled and supervised visitation and exchanges. This shall include but not limited to:

- A. Provide qualified and trained staff to provide the services at the visitation center during the hours of operations as stated in this RFP.
- B. Staff and maintain the visitation center to the level of service and safety as required as described in Section IV of this RFP (See Section IV for specifics of services to be performed).
- C. Supervised Visitations
- (1) A visitation is described as defined as a recurring visitation appointment on a particular day and time or a non-recurring visitation that is scheduled and confirmed with all parties involved, regardless of whether the visitation actually takes place.
 - (2) Contractor shall provide the capacity for 1,400 scheduled supervised visitations to the community.
 - (3) Supervised visits would be no less than 90 minutes of parent/child interaction not including pre- and post-visit consultations with the parties and/or report writing. The parent/child interaction may be shortened if any of the parties are late or if a shorter time frame will improve the quality of the visit. Visits involving more than 90 minutes of parent/child interaction will be counted as two visits.
- D. Exchanges
- (1) Contractor shall provide the capacity for 900 scheduled supervised family exchanges to the community.
 - (2) An exchange is the supervised transfer of one child from one parent or guardian to another. A scheduled exchange is defined as a recurring appointment for the exchange of a child or children or a non-recurring exchange that is scheduled and confirmed with all parties involved, regardless of whether the exchange actually takes place.
- E. Collateral services. Contractor may offer additional services to persons referred by the Court at Contractor's own discretion and according to Contractor's financial ability to support such additional services.
- F. Right Of Refusal Of Services
- Contractor shall evaluate all referrals made by the Court and may refuse service to clients who:
- 1) Require a more secure setting than that provided by the Visitation Center;
 - 2) Do not follow Center rules and procedures;
 - 3) Do not pay applicable fees;
 - 4) Fail to appear for visits or exchanges; or
 - 5) Do not benefit from the Center's services.

G. Service Level Review. The Court reserves the right to review the level of services provided by Contractor at any time during the term of this Agreement. This shall include, but is not limited to, the number of exchanges or visitations that are available to the Court. Any changes to the levels of service, and any corresponding changes to the amount of this contract, will only be made upon a written agreement signed by both parties to make such adjustments.

H. Reporting Requirements

In addition to the reporting requirements as set forth in Exhibit C of the Sample Contract in [Addendum A](#), Contractor shall provide the following additional reports:

- (1) Contractor will provide visitation reports of staff observations to the Court when specially requested by a Family Court Services child custody recommending counselor or Family Court judge.
- (2) Exchange reports will be made available when specially requested by a Family Court Services child custody recommending counselor or Family Court judge.
- (3) Contractor will follow the mandatory child abuse reporting laws as well as make a reasonable attempt to notify the Court immediately of the situation.
- (4) The Visitation Center will not be required to provide evaluation or other reports not mentioned in this Agreement or any of the Addendums or exhibits, unless requested or ordered by the Court.

2.2 General Requirements

Provide a safe and easily accessible facility where parents/guardians can safely drop off and pick up their child(ren) for court ordered visitations or where supervised visitations can take place. Applicant must be a non-profit or governmental agency. Applicant shall also have certified and trained employees who will coordinate exchanges and supervise on-site visitations in compliance with the requirements as stated in [Standard 5.20](#). Contractor's employees will be subject to security clearance as stated herein, and shall have undergone all necessary classes and certification required to provide these services at the Contractor's own expense.

2.3 The term of the contract will be for three years subject to the terms and conditions as stated in the proposed contract included herein under Addendum A.

2.4 Invoicing

- A. Contractor shall submit monthly invoices for services performed for the previous month. After receipt of an invoice, Court will review the services performed before approving the invoice for payment, or provide contractor with specific reasons why any payment is being withheld and inform contractor of remedial actions required in order for contractor to receive the amount withheld.
- B. An invoice shall contain a detail of services rendered, employee hours and any other incidental expenses allowable under the contract, the Court's contract number and signed by the contractor. Invoices will be submitted by contractor to:

Monica Rands-Preuss, Senior Managing Attorney
Superior Court of California, County of San Mateo
400 County Center, 6th floor
Redwood City, CA 94063

III. PROCUREMENT AND EVALUATION PROCESS

3.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP issuance through notice contract award. All deadlines are subject to change at the Court's discretion.

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1.	Request for Proposal is issued	September 13, 2012
2.	Pre-Bidders Telephone Conference	September 20, 2012, 1:30 p.m.
3.	Deadline for Applicant Requests for Clarifications, questions or RFP modifications	September 24, 2012
4.	Proposal Due Date and Time	October 1, 2012– 3:30 p.m.
5.	Notice of Award (estimated) Notice of Intent letters will be sent to the applicants by e-mail.	October 10, 2012

Any modifications to this RFP and any addenda that may be issued and responses to clarification inquiries will be available on the Court's website at www.Sanmateocourt.org referred to individually and collectively as "Court website"

A. Contact List

Submittal Contact: Timothy Gee (650) 599-1790

Written Proposals shall be sent to:

Superior Court of California, County of San Mateo
Attn: Timothy Gee, Court Contracts Analyst
Finance Division
400 County Center, 4th Floor
Redwood City, CA 94063

Project Manager: Monica Rands-Preuss, Senior Managing Attorney (650) 599-1238

Contracting Officer: Timothy Gee, Contracts Analyst

Court Executive Officer: John C. Fitton (same address)

B. Contact with Court.

Applicants are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the applicant's response.

C. Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the Court's option and at the expense of the applicant submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that an applicant considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the applicant's proposal as it may be made available to the public.

Although the Public Records Act (PRA) does not apply to the Court, the Court is governed by California Rules of Court, Rule 10.500 and the California Judicial Branch Contracting laws (Public Contract Code §§ 19201, et seq.) regarding requests for court administrative documents. If an applicant's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information

will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the Judicial Branch Contracting laws or Rule 10.500, the material may be made available to the public, regardless of the notation or markings. If an applicant is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

D. Proposal Preparation Costs.

Applicants submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse an applicant for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

3.2 Pre-proposal Conference

A pre-proposal telephone conference to answer questions related to this RFP will be held on the date and at the time specified in [Section 3.1](#). The pre-proposal telephone conference is optional but you are strongly encouraged to participate so that you will be able to better understand the proposal requirements. An applicant who intends on participating in the pre-proposal conference is required to send a notice of intent to participate to Timothy Gee at tgee@sanmateocourt.org by September 19, 2012 at 3:00 p.m. at which time you will be provided the telephone number and password to gain access.

3.3 Pre-Submittal Process

A. Request for Clarification, Questions or RFP Modifications. Any requests for clarification, questions or RFP modifications of the proposed general terms, the project specifications, or General Conditions of the proposed contract ([Addendum "A"](#)) must be submitted to the Submittal contact listed in Section 3.2 no later than the date specified in the schedule. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Court's Contracts Analyst will provide a copy of the questions to potential applicants or, if appropriate, post a copy of the questions and the Court's responses on the Court website. All inquires and responses will be shared with all applicants.

B. Ambiguity, Discrepancies, Omissions.

If an applicant submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the applicant shall immediately provide the Submittal Contact listed in [Section 3.2](#) written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by providing an addendum to potential applicants and/or by posting the addendum on the Court website.

If prior to the date fixed for submission of proposals an applicant submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the applicant shall propose at its own risk, and if the applicant is awarded the contract, the applicant shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.4 Minimum Qualifications

To be considered for full evaluation and possible award, applicants must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of applicant and any proposed subcontractors):

No.	Minimum Qualifications
1.	Applicant must be a non-profit or governmental agency.

2.	Applicant must have all required licenses required in the proposal that covers all of the work and services that will be performed under the contract.
3.	Applicant must have all necessary insurance coverage as stated in the sample proposed contract.
4.	The Court requires the Applicant to have experience in providing the services required herein.
5.	Any of Applicant’s staff who will be providing care must comply with all of the requirements as stated in Standard 5.20 and have undergone security/background checks, including fingerprinting (Live Scan security clearance).
6.	Neither applicant nor any of its proposed subcontractors are currently under investigation by or have been suspended or have their licenses or certifications revoked by any state or federal government agency and neither applicant nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference Addendum 1 , Contractor Certification Form).
7.	Applicant must have or will be able to provide a facility that is centrally located in San Mateo County that will accommodate the level of service (visitations and exchanges) required under this contract.
8.	Compliance with the Judicial Branch Contracting Laws (Public Contract Code sections 19201, et. Seq.) as stated in the “General Terms” of the proposed contract.

The applicant must state specifically in its Executive Summary (see [Section 4.2](#)) how it will comply with each minimum qualification specified above and whether they will be able to execute the certification requirements as specified in the contract. Subject to the Court’s right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Applicants who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

3.5 Submission of Proposals.

A. Proposal Delivery

The following must be received no later than the Proposal Due Date and time specified in [Section 3.1](#) (the “Proposal Due Date and Time”) at the address listed in [Section 3.2](#) for the Submittal Contact:

1. One unbound original of the program and of the cost proposal;
2. Three bound hard copies of both the program and the cost proposals;
3. One electronic copy of the program proposal in Microsoft Word or PDF format, and one electronic formatted copy of the cost proposal in Microsoft Excel format.
4. All proposals must be submitted in double envelopes that are sealed. The inner envelope, not the outside addressed envelope, must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the applicant’s name.
5. Proposals received prior to the Proposal Due Date and Time that are marked properly will be securely kept, unopened until the Proposal Due Date and Time. Late proposals will not be

considered. All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material.

6. The applicant is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

B. Amendment or Withdrawal of Proposals.

An Applicant may amend its proposal prior to the Proposal Due Date and Time. All amendments must be in writing and received by the Court prior to the Proposal Due Date and Time.

An Applicant may withdraw its proposal at any time prior to the Proposal Due Date and Time by notifying the Submittal Contact listed in [Section 3.2](#) in writing of its withdrawal. Amendments or withdrawals offered in any other manner, than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Due Date and Time.

C. Mistake in Proposal.

If prior to a contract award, an applicant discovers a mistake in their proposal that renders the applicant unwilling to perform under any resulting contract, the applicant must immediately notify the Submittal Contact listed in Section 3.2 in writing and request to withdraw the proposal.

D. Error in Submitted Proposals.

If an error is discovered in an applicant's proposal, the Court may at its sole option retain the proposal and allow the applicant to submit certain arithmetic corrections. The Court may, at its sole option, allow the applicant to correct obvious clerical errors. If the applicant's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the applicant to correct an error based on that established intent.

E. Authorized Signatures, Validity Period of Proposals.

Proposals must include the applicant's name, address, telephone and facsimile numbers, e-mail address, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the applicant and include the name, title, address, and telephone number of the individual who is the applicant's designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in [Section 3.1](#) ("[Proposal Validity Date](#)"). In the event a final contract has not been awarded by the date specified in Section 3.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

F. Knowledge of Requirements

The applicant shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, specification, or instruction will be at the applicant's sole risk.

Applicants shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide to applicants on its website notices, post addenda and clarifications. It is the applicant's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

G. Independence of Proposal and Joint Proposals

Unless an applicant is submitting a joint proposal, the applicant represents and warrants that by submitting its proposal it did not conspire with any other applicant to set prices in violation of anti-trust laws.

A proposal submitted by two or more applicants participating jointly in one proposal may be submitted, but one applicant must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

H. Covenant Against Gratuities

Applicant warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the applicant or any agent, director, or representative of the applicant, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

3.6 Overview of Evaluation Process

A. Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from applicants will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any applicant. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in Section 3.4.

Applicants satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 3.7. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

B. Reservation of Rights

- 1) The Court, in its complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 3.4, or have not scored adequately in relation to other proposals to warrant further consideration. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.
- 2) The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse an applicant from full compliance with solicitation document specifications.
- 3) If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

- 4) Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the applicant expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the applicant so restricts its proposal, the Court may consider the applicant's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the applicant ineligible for further evaluation.
- 5) The Court reserves the right to negotiate with applicants who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other applicants or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with applicants to gather additional information.
- 6) Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

C. Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any applicant throughout the solicitation process. The Court may require an applicant's representative to answer questions during the evaluation process with regard to the applicant's proposal. Failure of an applicant to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

3.7 Evaluation Criteria.

Selection of a provider and determination of the award will be made to the qualified provider whose proposal is determined to be of superior quality, responsive to the requirements of this RFP and competitively priced so as to provide superior economic value. Selection will result from the Court's overall judgment that a proposal meets or exceeds its requirements, as measured against the following criteria (not listed in order of importance):

- A. Confidence that the applicant has the ability to best deliver high quality and appropriate services and accommodations consistent with the stated specifications.
- B. Superior responsiveness to specifications, quality of work plan, and demonstrated understanding of the purposes of this project. Specifications for documentation, performance, service or any other deliverables that are the minimum requirements for this RFP.
- C. Provider qualifications and prompt and continuous availability of quality services.
- D. Financial feasibility and cost effectiveness of the proposal.
- E. The number of years the applicant has been in business, the size of its organization, the number of employees and volunteers, if any (and designation of such), and the number of their successful visitation/exchange facilities or similar services operated and provided for by the applicant.
- F. Capabilities of the applicant in terms of qualifications and relevant past experience. Applicants shall indicate their past performance functioning as an applicant agency, including past performance in providing similar types of program services, operating visitation and exchange facilities, and providing

related family support services; and working with the target population and with the judiciary and court staff.

- G. Past service history of applicant regarding working with families in the same or similar situations involving child custody and visitation issues and the program participants' satisfaction with the agency's services. Indicate any significant problems that have occurred at a program owned, operated or serviced by your agency (e.g. complaints, lawsuits and liability proceedings, incidents when a child was seriously injured or killed; findings of the sexual abuse, physical abuse or neglect of a child by a staff member, employee discrimination or wrongful dismissal suits). Discuss any corrective action that the agency has taken as a result of the problem or problems.
- H. Applicant's documented status as a governmental agency, a not-for-profit organization or as a not-for-profit subsidiary of a for-profit organization. Agencies in the process of applying for not-for-profit status will be considered only if they submit documentation that their applications for tax-exempt status were filed with the Internal Revenue Service and Franchise Tax Board prior to the deadline for responses to this RFP.
- I. Applicant's complete documentation of the number, scope and service specifications for similar visitation and exchange facilities operated, including (a) a list of contact names, addresses and telephone numbers for such programs and (b) demonstration that the key people proposed and guaranteed as available by the applicant to work on the project resulting from this RFP have participated in a significant number of similar programs.
- J. Qualifications and experience of key individuals proposed and guaranteed as available and committed to this project (including resumes). In the case of positions that will be filled by new-hires, the applicant's stated and guarantee of the minimum qualifications and the guaranteed start date.
- K. Financial and organizational stability. Applicants shall include in their proposals sufficient financial documentation to establish their financial capability. The Court reserves the right to request additional information to assure itself of an applicant's financial status. If an applicant is substantially or wholly owned by another entity, the proposal shall so state and shall include the most recent financial report of the parent organization.
- L. The proposed schedule for program start up. It is anticipated that a contract can be signed in early October 2012 with a start date of November 1, 2012.
- M. The reasonableness of the proposed work plan, including the capabilities and number of personnel/personnel hours allocated to specific tasks, a detailed description of each task, the time frames for completion and the logical sequence of tasks to be performed.

3.8 Interviews and Negotiations

A. Interviews

Following the initial screening of proposals, the Court reserves the right to require, and each applicant must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected applicants will be notified in writing of the date, place, time and format of the interview or presentation. Applicants will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in an applicant's disqualification from further consideration.

B. Negotiations

If the Court desires to enter into negotiations, they will do so with one or more applicants, at the Court's discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other applicants or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

3.9 **Payment.** Payment terms will be in accordance with the invoice provisions of Exhibit "B", paragraph 4 of the proposed contract. **THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.**

3.10 **News Releases or Advertising.** A contractor or subcontractor may not make news releases pertaining to the award of any contract resulting from this solicitation without the prior written approval of the Court Executive Officer or designee.

3.11 **Award of Contract.** Upon award of the contract, the successful applicant will be required to execute a Contract in accordance with the Statement of Work in Section IV and the General Conditions, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions at time of signing of the Contract. The period for execution of the Contract may be changed by mutual agreement of the parties. Contracts are not effective until signed by both parties.

3.12 Protest Procedures

A. Protests to the award of the contract to the applicant selected by the Court must be presented in writing and filed with the individual listed in the Submission of Proposal section of this RFP. In no event shall a protest be considered if the parties have executed the contract. The applicant who files the protest must have complied with sections 3.12 A. through 3.12 D.

B. An applicant submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- 1) The applicant has submitted a proposal that it believes to be responsive to the solicitation document.
- 2) The applicant believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- 3) The applicant believes that the Court has incorrectly selected another applicant submitting a proposal for an award.

- C. Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.
- D. **Form of Protest.** An applicant who is qualified to protest should submit the protest to the individual listed in the Submission of Proposal section of this RFP who will forward the matter to the appropriate Contracting Officer.
 - 1) The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
 - 2) The protest shall include the name, address, telephone and facsimile numbers, e-mail address of the party protesting or their representative.
 - 3) The title of the solicitation document under which the protest is submitted shall be included.
 - 4) A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
 - 5) The specific ruling or relief requested must be stated.
- E. The Court's Executive Officer, on behalf of the Court may, at his discretion, make a decision regarding the t without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If protest the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence. The decision of the Court Executive Officer shall constitute the Court's final action and decision.

3.13 **Determination of Protest Submitted Prior to Submission of Proposal**

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the Proposal Due Date and Time. Court may extend the Proposal Due Date and Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

3.14 **Determination of Protest Submitted After Submission of Proposal**

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the applicant within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the applicant. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

3.15 **Appeals Process**

The Contracting Officer's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer noted in [Section 3.2](#) within five (5) calendar days of the issuance of the Contracting Officer's decision.

- A. The justification for appeal is limited to:
 - 1) Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
 - 2) The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or

- 3) The decision of the Contracting Officer was in error of law or regulation.
- B. The request for appeal shall include:
- 1) The name, address telephone and facsimile numbers and e-mail address of the applicant filing the appeal or their representative;
 - 2) A copy of the Contracting Officer's decision;
 - 3) The legal and factual basis for the appeal; and
 - 4) The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.
- C. Upon receipt of a request for appeal, the Court Executive Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the Court's final action.

3.16 Protest Remedies

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s). The Court may recommend any combination of the following remedies:

- a) Terminate the contract for convenience;
- b) Re-compete the contract;
- c) Issue a new solicitation;
- d) Refrain from exercising options to extend the term under the contract, if applicable;
- e) Award a contract consistent with statute or regulation; or other such remedies as may be required to promote compliance.

IV. PROPOSAL FORMAT AND CONTENT

All applications must contain the information and forms that are listed in this section. Failure to do so will be treated as an incomplete proposal and will not be considered.

4.1 Required Content and Forms

- a) An Executive Summary
- b) Detailed Program and Budget narratives as described below
- c) Contractor Certificates (See Addenda)
- d) Certificates of Insurance – Proofs of insurance is needed for the application process. Actual Certificates will be required at time of signing of a contract. (Note: The Court, State of California and the Judicial Council of California must be included and named on the policy as an endorsed parties when the contract documents are executed)
- e) Darfur Certification (if applicable) (See Addendum to the proposed contract)

4.2 Executive Summary

The Executive Summary should be a high level document summarizing the applicant's proposal and their qualifications for providing this service as well as their ability to meet the time line in starting up this service.

4.3 Program Narrative

Respondents to this RFP shall submit a program narrative that specifically discusses how they will provide the services being sought by the Court, addressing how they will meet the minimum service components stated in section 4.5 below. The narrative should include detailed information about an applicant's ability to provide such services, the ability to meet the Court's capacity requirements, previous experience and resources that will enable the provider to accomplish the tasks set forth in this section. Agencies may include additional components or

enhancements in a separate section of the Service Proposal and if applicable, in a separate section of the Budget Proposal. The Narrative should also include a strategic program start-up and transition plan and timetable, including but not limited to hiring, orientation, start of services, staff performance evaluation, service documentation and accountability procedures.

4.4 Budget Narrative

The start-up budget should be outlined separately from the annual budget.

A. Start-Up Budget

Any start-up costs prior to an applicant's commencement of the visitation center services should be listed in a separate, clearly labeled section. Explain the nature of the proposed costs and why they are appropriate and necessary. Include a description of who would be performing the start-up activities and how long it will take to perform those activities.

Start-up labor costs should not exceed the equivalent of one month's labor costs as outlined in the annual budget.

B. Annual Budget

The annual budget should outline the ongoing personnel and other costs associated with operating the visitation center. Each major expense should be listed separately and there should be justifications containing a level of detail sufficient for the proposal to be analyzed for cost effectiveness and for the applicant to deliver a high quality level of service.

C. Financial Statement

Document the applicant's financial capacity and stability, including but not limited to, the applicant's state and federal nonprofit status, the most recent reviewed and/or audited financial statement for the applicant and, if appropriate, the parent organization of the applicant; the financial record keeping procedures of the applicant; a description of the proposed cash flow and billing in arrears procedures for the County.

D. Grant Funding. Contractor shall describe their experience with obtaining grant funding for their programs.

4.5 Minimum Service Requirements

The following are minimum requirements for the services to be provided under this RFP.

A. Comply with all contractual obligations imposed by the Court.

- 1) To maintain a facility and provide services for court ordered visitations and exchanges in compliance with court orders.
- 2) Develop written administrative and operational policies and procedures that reflect an understanding of statutory, administrative and Court requirements as stated in Standard 5.20.
- 3) Offer care all year during specified operating hours.
- 4) It is planned that services will be provided six days a week and open between the hours of 12:00 p.m. and 8:00 p.m. Tuesday through Friday and from 10:00 a.m. to 5:00 p.m. Saturdays and Sundays, closed on Monday.
- 5) Follow the Court service documentation and reporting procedures and subject the fiscal operation of the program to review by the Court on a biannual basis.

B. Obtain adequate and appropriate liability insurance coverage for the type of business and services that are being provided, including but not limited to professional liability insurance.

- C. Institute and maintain a high-quality and professional visitation and exchange center, services and program that meets the emotional, social, safe and developmental needs of those persons utilizing these services.
- 1) Provide and maintain facilities that are appropriate and safe for court ordered child(ren) exchanges for parental/guardian visitations.
 - 2) Provide and maintain facilities with areas that are appropriate and safe for supervised child(ren) and parent/guardian on-site visitations that are supervised by applicant's staff.
 - 3) Comply with the responsibilities and obligations as set forth in Standard 5.20 (l), (m), (n) and (o).
 - 4) Develop appropriate intake and orientation procedures; provide the Court with copies of the referral and intake process and forms, upon request.
 - 5) Establish procedures and practices for appropriately and thoughtfully dealing with departures, arrivals, separations between children and their families and other transitions.
 - 6) Provide appropriate information and referrals to users that accounts for culture and identity.
 - 7) Provide a safe and secure program that meets with the requirements of Standard 5.20 (e).
- D. Provide employees who meet the qualifications as specified in Standard 5.20 (c)(2) and (3) and who have undergone training as required in Standard 5.20 (d).
- 1) Implement an employee and volunteer screening and reference check system that ensures that employees are appropriate for working at the visitation/exchange center, including screenings for substance abuse and a history of child abuse. It is mandatory that all employees and volunteers are fingerprinted and undergo security clearance by LiveScan. Proof of the LiveScan clearance must be provided to the Court.
 - 2) Establish procedures and practices for ongoing monitoring of employee performance.
 - 3) Conduct regular and timely performance reviews for all staff and establish procedures for hiring, discipline and termination.
 - 4) Ensure that all employees maintain the level of confidence required as stated in Standard 5.20 (g) and (i).
 - 5) Provide for ongoing recruitment and monitoring of suitable staff that reflect the racial, economic and ethnic diversity of San Mateo County.
 - 6) Ensure that available staff and/or volunteers reflect the ethnic, racial and linguistic diversity of the County.
- E. Monitor and document the number of children and families served and the effectiveness of its work with the parties and children, reporting to the Court on a regular basis as requested.
- 1) Give all parties utilizing the visitation center an opportunity to complete an anonymous satisfaction survey, and provide copies to the Court upon request.
 - 2) Document program utilization by keeping accurate daily statistics that are reported on a monthly basis, or as frequently determined by the Court, regarding children and families using the visitation center. The Court will work with contractor on the format, detail and frequency of the report.
 - 3) Liason with Family Court Services and judicial officers upon request to provide sufficient follow up documentation about referred cases.
 - 4) Provide the Court with copies of policies and procedures that detail the communication and safety protocols in the following situations: when a child(ren) refuses to visit; where the Provider has concerns about the transition from supervised visits to supervised exchanges; and

for cases that are deemed to be inappropriate for service based on safety concerns (for child, parent/guardian, or Provider).

- F. Provide the Court with a fee schedule that the applicant will charge to the parties for the services. This fee schedule shall be provided to the Court annually for the Court's annual review and approval. This schedule shall be on a sliding scale based on the party's financial ability to pay for the services.
- G. Together with the Court's security officials, establish safety and security procedures for the visitation center that includes addressing emergency situations.

4.6 Acceptance of Terms

The applicant's proposal must include a statement as to whether the applicant accepts the General Conditions in [Exhibit C](#) and all other terms of the attached proposed contract ([Addendum A](#)) or whether the applicant takes any exception to those terms. The applicant will be deemed to have accepted such terms and conditions, except as expressly called out in the applicant's proposal. If exceptions are taken, applicant must submit a "redlined" version of the term or condition showing all modifications proposed by the applicant (a MSWord version will be provided upon request for redlining). The applicant must provide an explanation as to why the modification is required. The applicant must keep in mind that most provisions in the contract are statutorily mandated and as such may not be modifiable. The applicant's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the applicant's proposal.

Although the Court will consider alternate language proposed by an applicant, the Court will not be bound by contract language received as part of an applicant's response. If the applicant requires that some or all of the applicant's proposed contract language bind the Court, the proposal may be considered non-responsive and may be rejected.

4.7 Invoicing

- A. Contractor agrees to submit monthly invoices for services performed for the previous month. After receipt of an invoice, Court will inspect the work services performed before approving the invoice for payment, or provide contractor with specific reasons why any payment is being withheld and inform contractor of remedial actions required in order for contractor to receive the amount withheld.
- B. An invoice shall contain a detail of services rendered, employee hours and any other incidental expenses allowable under the contract, the Court's contract number and signed by the contractor. Invoices will be submitted by contractor to:

Monica Rands-Preuss, Senior Managing Attorney
Superior Court of California, County of San Mateo
400 County Center, 6th floor
Redwood City, CA 94063

4.8 Audit

- A. State and Federal Agencies and the Superior Court of California, County of San Mateo or any of their duly authorized representatives may at any time during normal business hours, and without advance notice to Contractors audit all books, accounts and records involved and maintained in connection with this contract. Said audits shall be in writing and a copy thereof shall be provided to contractor after completion thereof. An accounting and settlement between Superior Court of California, County of San Mateo and Contractor may be made at any time after a closeout audit.
- B. If an audit is conducted, Contractor agrees to, as soon as practicable, comply with any recommendations made in writing by Superior Court of California, County of San Mateo as a result of

any audit authorized by this contract for the improvement of Contractor's auditing, accounting, bookkeeping, internal control and other fiscal operations.

- C. All records, which Contractor is required to maintain by or pursuant to this contract, shall be preserved for a period of three (3) years. If an audit has begun, but not completed at the end of the three-year period, the audit records shall be retained until the resolution of all pending audits.

4.9 Indemnities and Guarantees

A. Hold Harmless

The Contractor shall indemnify and save harmless the State of California, the Judicial Council of the State of California, and the Superior Court of California, County of San Mateo their officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of: (a) injuries to or death of any person including Contractor, of (b) damage to property of any kind whatsoever and to whomsoever belonging; or (c) any loss or cost including but not limited to, the concurrent active or passive negligence of the Court, its officers, agents, employees or servants resulting from the performance of any work required by this Agreement of Contractor, its officers, agents, employees and/or servants provided that this shall not apply to injuries or damage for which Court has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- B. Contractor shall procure, and maintain during the term of any agreement a comprehensive general liability policy, naming the State of California, the Judicial Council of the State of California, and the Superior Court of California, County of San Mateo as an additional insured with either a blanket contractual liability endorsement or contractual liability coverage naming this Agreement, with limits not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit.

Said policies of insurance shall be obtained from insurance companies which are qualified to transact business in this state and shall provide that the insurer will not cancel or reduce coverage unless the Superior Court of California, County of San Mateo is given thirty (30) days notice of cancellation. The Certificate of Insurance must be on file with the Deputy Executive Officer of the Superior Court of California, County of San Mateo or designee.

- C. Contractor agrees to comply with all federal and state statutes and regulations, and Court State and Local Rules applicable to its operations whether or not referred to in this contract.
- D. The Contractor agrees to assure Superior Court of California, County of San Mateo that in carrying out its responsibilities in connection with any agreement it will comply with all applicable laws and regulations regarding confidentiality of information that it may come across in performing these services. Contractor is prohibited from releasing any confidential information relating to any person, either by name or address, or in any way that is not directly connected with the administration and enforcement of the Court and this program. This recognizes that with prior approval the Court may make made available this information for purposes of audit authorized under this contract.
- E. Any agreement may not be assigned or subcontracted without the prior written consent of all parties. Any violation of this section is void and shall vest no rights in the subcontractor.

4.10 Non-Discrimination

Contractor shall comply with the non-discrimination requirements described below:

- A. Section 504 of the Rehabilitation Act of 1973

- (1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.
 - (2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements.
- B. **Non-Discrimination – General.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied benefits, or be subjected to discrimination under this Agreement.
- C. **Non-Discrimination – Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal employment opportunity policies shall be made available to County upon request.

V. ADDENDA

[Addendum A – Contract Terms and Conditions](#) 21

[Addendum B – Standard of Judicial Administration, Standard 5.20](#)50

[Addendum C – Visitation Center Usage Report](#) XX

(Click item to gain direct access to section)

ADDENUM A

CONTRACT TERMS AND CONDITIONS

Attached are the terms of the standard contract between the Court and its contractors. This will be filled out once the contract is awarded. By submitting a proposal, you are agreeing to the terms of this contract for the services that you will be providing.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO
STANDARD AGREEMENT COVERSHEET**

XXXXXX

AGREEMENT NUMBER

41-13-D0XX

FEDERAL EMPLOYER ID NUMBER

See Payee Data Record form
on file

1. In this Agreement, the term “Contractor” refers to **XXXX** and the term “COURT” refers to the **Superior Court of California, County of San Mateo**.

2. **Recitals**

WHEREAS, (recitals to be inserted)

2. This Agreement is effective as of November 1, 2012 (“Effective Date”) and expires on October 31, 2015 (“Expiration Date”).

If checked, this Agreement includes one or more options to extend through _____.

3. A. **Payment Schedule and Liability.**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits “A” and “C”, the Court shall make payment to Contractor in the manner specified herein and in Exhibit “B”. The Court reserves the right to withhold payment if the Court determines that the quantity or quality of the work performed is unacceptable. In no event shall the Court’s total fiscal obligation under this Agreement for the three year term exceed **XXXXXX Thousand Dollars (\$ XXX.00)**.

B. **Availability of Funds.**

Payment for services provided pursuant to this Agreement is contingent upon the availability of Court, County, State, and Federal funds to finance this project. In the event that any of the entities listed above do not appropriate the necessary funds as part of their budgets, the Court shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on Court funds. The Court may terminate this agreement for unavailability of Federal, State, County or Court funds at any time.

4. The purpose of this Agreement is for the Contractor to provide, staff and maintain a visitation center for Court ordered child visitations or exchanges as defined under the Standards of Judicial Administration, [Standard 520](#).

[The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.]

5. The parties agree that this Agreement, comprised of this Standard Agreement Coversheet (SCC 213), the Exhibits listed below and any exhibits or Addenda, contains the parties’ entire understanding related to the subject matter of this Agreement and is mutually binding on the parties in accordance with its terms.

Exhibit A – Statement of Work

Exhibit B – Payment Provisions

Exhibit C – General Provisions and Defined Terms



Exhibit D – Contractor Travel Guidelines

Addendum 1 – Contractor Certification

Addendum 2 - Darfur Certification

Addendum 3 – Statement 504 Certification


(Continued on next page for signatures)

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
COURT'S NAME Superior Court of California, County of San Mateo	CONTRACTOR'S NAME XXXX
BY (Authorized Signature) 	BY (Authorized Signature)  SAMPLE ONLY DO NOT SIGN
PRINTED NAME AND TITLE OF PERSON SIGNING Hon. Beth Labson Freeman, Presiding Judge	PRINTED NAME AND TITLE OF PERSON SIGNING XXXX
ADDRESS 400 County Center, 2 nd floor Redwood City, CA 94063	ADDRESS XXXX


APPROVALS

(for COURT Use Only)

COURT INFORMATION TECHNOLOGY DIRECTOR APPROVAL

SIGNATURE OF APPROVING AUTHORITY 	DATE

LEGAL APPROVAL (if applicable)

Approved as to legal form by:	
SIGNATURE OF REVIEWING ATTORNEY 	DATE

FINANCE DIRECTOR REVIEW AND PROCESSING


Approved by: Neal Taniguchi, Director of Finance	
SIGNATURE OF APPROVING AUTHORITY 	DATE

EXHIBIT "A"
STATEMENT OF WORK OR SERVICES

In consideration for payment of the compensation by Court as specified in Exhibit "B" contractor will provide XXXX

1. [Name of Contractor] shall operate and provide a court ordered visitation and child visitation exchange facility and services for those parties who are ordered to utilize these services by the Court.

[Details will be inserted from the selected applicant's plan]

EXHIBIT “B”
SCHEDULE OF FEES AND METHOD OF PAYMENT

1. In consideration for the services provided by Contractor as specified in the Contract for Services as stated above and Exhibits A and C, Court agrees to pay Contractor upon receipt and approval of detailed invoices submitted by Contractor for services provided.
2. Invoices from Contractor shall include with specificity the services performed; the date the services were provided; the amount of time it took to perform the work (if applicable); and the total amount of the invoice. The invoice shall be submitted within 5 business days after the end of the month within which the work was performed or services provided and shall be submitted to:

Superior Court of California, County of San Mateo
Attn: Monica Rands-Preuss, Senior Managing Attorney
400 County Center, 6th Floor
Redwood City, CA 94063

3. The maximum amount that the Court is obligated to pay, as specified in Section 3. of the Standard Agreement Coversheet attached, is inclusive of all related expenses (transportation, accommodations, and meals) incurred by Contractor. In no event shall the Court pay for any expenses not covered herein without the prior written consent of the Court Executive Officer or designee.
4. Travel Expenses. If there is any travel involved in the services provided under this Contract, Contractor agrees to comply with the California Administrative Office of the Courts’ Travel Expenses Guidelines as set forth in Exhibit “D” attached hereto and incorporated herein.
 - A. Reimbursable Travel Expenses: Contractor will submit a travel plan to Court for review and written approval prior to incurring expenses for travel that may be required in performance of this Agreement. The travel plan will include the date(s) for travel, reason travel is required, and an estimate of the potential expense. Court will compensate Contractor for authorized travel expenses in accordance with the approved travel plan, or any authorized changes to the travel plan that have been approved by the Court in writing (e.g., letter, e-mail, etc.), and the relevant sections of the *AOC Travel Rate Guidelines*.
 - B. Invoicing Requirements for Travel Reimbursement: Contractor will provide copies of receipts and invoices for reimbursement of travel expenses that have been incurred in accordance with the travel plan that has been approved by the Court, or any authorized changes to the travel plan that have been approved by the Court in writing (e.g., letter, e-mail, etc.). The Court will not pay travel expenses that have not been authorized in writing.

EXHIBIT "C"
GENERAL TERMS AND CONDITIONS

1. Contractor Certification Clauses

1.1 Representations and Warranties. Contractor certifies that the following representations and warranties are true:

- (A) *Authority.* Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and in good standing in the State of California.
- (B) *Not an Expatriate Corporation.* Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the COURT.
- (C) *Sales and Use Tax Collection.* Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.
- (D) *No Gratuities.* Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- (E) *No Conflict of Interest.* Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- (F) *No Interference with Other Contracts.* To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- (G) *No Litigation.* No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's

business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

- (H) *Compliance with Laws Generally.* Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.
- (I) *Work Eligibility.* All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- (J) *Drug Free Workplace.* Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.
- (K) *No Harassment.* Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- (L) *Non-discrimination.* Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
- (M) *Special Provisions regarding Domestic Partners, Spouses, and Gender Discrimination.* If this Agreement provides for total Compensation of more than \$100,000, Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and

employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

(N) *Special Provisions regarding Compliance with National Labor Relations Board Orders.* If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than \$2,500 from any one Contractor (but not to exceed in the aggregate \$7,500 per year from the Contractor), no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

(O) *Special Provisions regarding Compliance with the Child Support Compliance Act.* If Contractor is a private entity, and this Agreement provides for Compensation of \$100,000 or more:

(1) Contractor recognizes the importance of child and family support obligations and fully complies with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(2) Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

(P) *Electronic Waste Recycling Act.* If this Agreement provides for the purchase or lease of covered electronic devices under the Electronic Waste Recycling Act of 2003, Public Resources Code sections 42460 et seq., Contractor complies with the requirements of that Act, and Contractor maintains documentation and provides reasonable access to its records and documents that evidence compliance.

(Q) Special Provisions regarding Discharge Violations. If Contractor is a private entity,

Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

(R) *Jury Duty.* For actual jury service, Contractor's regular employees receive the amount of their regular pay and benefits for no fewer than five days annually, except to the extent Contractor's policies on jury service provide for that amount to be reduced (i) by any juror fees and costs actually reimbursed, and (ii) pro rata for employees who work less than on a full-time basis.

1.2 Covenant as to Representations and Warranties.

Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the COURT if any representation and warranty becomes untrue.

2. Indemnity

Contractor shall indemnify and defend (with counsel satisfactory to the COURT's Office of the General Counsel) Judicial Branch Entities and Judicial Branch Personnel against all claims, damages, losses, and expenses, including attorney fees and costs, founded upon (i) Contractor's performance of, or failure to perform, the Services or Contractor's other duties under this Agreement, or (ii) any other breach by Contractor of this Agreement. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

3. Insurance

3.1 Basic Coverage. Contractor shall provide and maintain at Contractor's expense the following insurance during the Term:

A. *Workers Compensation and Employer's Liability.* The policy is required only if Contractor have employees. It must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease;

B. *Commercial General Liability.* The policy must cover bodily injury and property damage liability,

including coverage for the products – completed operations hazard and liability assumed in a contract, personal and advertising injury liability, and contractual liability, at minimum limits of \$1 million per occurrence, combined single limit; and

- C. *Professional Liability.* The policy must cover liability resulting from errors or omissions committed in Contractor’s performance of Services under this Agreement, at minimum limits of \$1 million per claim.
- D. *Commercial Automobile Liability.* The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit.

- 3.2 **“Claims Made” Coverage.** If any required insurance is written on a “claims made” form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the COURT’s acceptance of all Services provided under this Agreement. The retroactive date or “prior acts inclusion date” of any “claims made” policy must be no later than the date that Services commence under this Agreement.
- 3.3 **Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.
- 3.4 **Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.5 **Deductibles and Self-Insured Retentions.** Contractor shall declare to the COURT all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the COURT’s approval. Deductibles and self-insured retentions do not limit Contractor’s liability.
- 3.6 **Additional Insured Status.** Contractor shall require Contractor’s commercial general liability insurer, Contractor’s commercial automobile liability insurer, and, if applicable, Contractor’s commercial umbrella liability insurer to name the State of California, the Judicial Council of California and the Superior Court of California, County of San Mateo as additional

insureds with respect to liability arising out of Contractor’s Services under this Agreement.

- 3.7 **Certificates of Insurance.** Before Contractor begin performing Services, Contractor shall give the COURT certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without 30 or more days’ prior written notice to the COURT. Any replacement certificates of insurance are subject to the approval of the COURT, and, without prejudice to the COURT, Contractor shall not perform work before the COURT approves the certificates.
- 3.8 **Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.9 **Required Policy Provisions.** Each policy must provide, as follows:
 - A. *Insurance Primary; Waiver of Subrogation.* The basic coverage provided is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; and
 - B. *Separation of Insureds.* The commercial general liability policy, or, if maintained in lieu of that policy, the commercial umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer’s liability.
- 3.10 **Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:
 - A. *Separate.* Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or
 - B. *Joint.* Joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.11 **Consequences of Lapse.** If required insurance lapses during the Term, the COURT is not required to process invoices after such lapse until Contractor provide evidence of reinstatement that is effective as of the lapse date.

4. Default and Remedies

4.1 Default. A default exists under this Agreement if:

- A. Contractor fails or is unable to meet or perform any of Contractor's duties under this Agreement, and this failure is not cured within ten (10) days' following notice of default or is not capable of being cured within this cure period;
- B. Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business;
- C. Contractor makes or has made under this Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading;
- D. Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make this Agreement admissible when required is not fulfilled or performed.

4.2 Notice. Contractor shall notify the COURT immediately if Contractor defaults, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. Any notice of default to the Court must be given at least six (6) months prior to any default going into effect.

4.3 Remedies.

- A. *Available Remedies.* The COURT may do any of the following:
 - (1) Withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between the Court and Contractor;
 - (2) Require Contractor to enter into non-binding mediation;
 - (3) Exercise, following notice, the COURT's right of early termination of this Agreement as provided below; and
 - (4) Seek any other remedy available at law or in equity.
- B. *Remedies Cumulative.* All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

5. Termination and Cancellation; Effect of Expiration or Termination

5.1 Early Termination and Cancellation Rights.

- A. The COURT may terminate this entire Agreement immediately "for cause" if Contractor is in default;
- B. The COURT may also cancel delivery immediately of all or any portion of unshipped Goods or limit Contractor's Services, and, proportionately, Contractor's compensation except to reimburse Contractor for its actual costs incurred before expenses arising out of early termination by the COURT, and any direct and indirect expenses incurred by cancellation of Goods in process that are custom made for the COURT), if:
 - (1) the COURT determines that having Contractor provide the Services has become infeasible due to changes in applicable laws or regulations; or
 - (2) expected or actual funding to compensate Contractor is withdrawn, reduced, or limited.
- C. The COURT may terminate this entire Agreement, with or without cause, by giving Contractor 30 days' notice.
- D. This entire Agreement will terminate immediately without further action of the parties upon the death, or temporary or permanent incapacity, of a natural person who is a party to this Agreement or a general partner of a partnership that is a party to this Agreement.

5.2 Effect of Expiration and Early Termination; Survival.

- A. Upon the Termination Date:
 - (1) The COURT shall be released from compensating Contractor for Services, other than those Contractor satisfactorily performed before the Termination Date, and for any indirect costs.
 - (2) Without prejudice to the COURT, Contractor shall be released from performing Services.
- B. All provisions of this Exhibit "C" will survive the expiration or termination of this Agreement, except for section 1 and promises regarding the maintenance of insurance in section 3 (other than section 3.2, which will also survive).

6. Assignment and Subcontracting; Successors

6.1 Permitted Assignments and Subcontracts.

A. Neither party may assign or subcontract its rights or duties under this Agreement, except as follows:

- (1) The COURT may assign the COURT's rights and duties to any Judicial Branch Entity. The COURT shall notify Contractor in writing within 30 days following the assignment.
- (2) Either party may assign its rights and duties or subcontract portions of this Agreement to a third party if the non-assigning party gives advance written consent to the assigning party. Consent may be withheld for any reason or no reason. If a non-assigning party does consent, the consent will take effect only if there is a written agreement between the assigning or subcontracting party and all assignees and subcontractors, stating the assignees and subcontractors:
 - (a) are jointly and severally liable to the non-assigning party for performing the duties in this Agreement of the assigning/subcontracting party;
 - (b) affirm the rights granted in this Agreement to the non-assigning party;
 - (c) make the representations and warranties made by the assigning/subcontracting party in this Agreement; and
 - (d) appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.

B. No assignment or subcontract will release either party of its duties under this Agreement.

6.2 Successors. This Agreement binds the parties as well as their heirs, successors, and assignees.

7. Notices

Notices under this Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to the individuals as specified in Section 5 of the Contract for Services above.

8. Miscellaneous Provisions; Interpretation

8.1 Independent Contractor. Contractor is an independent contractor to the COURT. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the COURT.

8.2 Special Provisions regarding DVBE Participation Certification. If Contractor made a commitment to achieve disabled veterans business enterprise participation, Contractor shall within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the COURT: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of any disabled veterans business enterprises (DVBE) that participated in the performance of this Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under this Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

8.3 Audit and Records

A. *Audit.* Contractor shall allow the COURT's designees and the COURT to review and audit Contractor's documents and records relating to this Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit.

B. *Ownership.* The COURT is the exclusive owner of all materials collected and produced in connection with the Services. Upon the Termination Date (subject to any mutually agreed period of continuation of Services), or upon the COURT's notice at any time, and subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the COURT or to another party at the COURT's direction. Contractor shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:

- (1) Contractor's receipt of final payment under this Agreement; and
- (2) The COURT's resolution with Contractor of the findings of any final audit.

C. *Copies.* Contractor may retain copies of any original documents Contractor provides to the COURT.

8.4 Special Provisions regarding Ownership of Results.

A. *Special Provisions regarding Grant Funds.* If this Agreement provides Compensation to Contractor for a project funded through a grant, at the conclusion of the Project, title to all expendable

and non-expendable personal property with a value of \$500 or more purchased with COURT funds shall vest, automatically and without further action of the parties, with the COURT. If Contractor provides written certification to the COURT that the property will continue to be used for grant-related purposes and the COURT approves such certification in writing, the COURT may permit title to all such property to remain with Contractor in accordance with the COURT's written instructions. Contractor must await specific written instructions from the Project Manager regarding any transfer of title or disposition.

- B. *Special Provisions regarding Ownership of Certain Equipment.* If Compensation under this Agreement is not through grant funding and this Agreement provides for the provision of equipment purchased or built with COURT funds, title to any equipment purchased or built with COURT funds shall vest in the COURT immediately upon payment of the purchase price. Before delivery to the COURT, Contractor is responsible for loss or damage to the equipment to the extent it results from the negligent act or omission of Contractor or its directors, officers, employees, or agents, and Contractor shall make all necessary or appropriate repairs and adjustments.

8.5 Confidential Information; Publicity.

- A. *Confidential Information.* Contractor agrees to hold in confidence the following confidential information Contractor receives in connection with this Agreement:
- (1) All written information that is marked confidential;
 - (2) All non-public information in electronic form to which Contractor has access; and
 - (3) All verbal information the COURT later confirms in writing is confidential.

The COURT owns the confidential information, and the COURT authorizes Contractor to use it only for purposes of performing this Agreement. For example, Contractor may give confidential information on a "need-to-know" basis to Contractor's professional services providers, employees and subcontractors who have also executed confidentiality agreements that protect the COURT's confidential information to the same extent as this section 8.5. Contractor may also disclose the COURT's confidential information to the extent necessary to comply

with law, provided Contractor gives the COURT advance notice.

- B. *Publicity.* Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the COURT's Business Services Manager.
- C. *Specific Performance.* Contractor understands a default under section 4.1 will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the COURT will be entitled to seek.

8.6 Special Provisions Applicable to Competitively Bid Contracts; Antitrust Claims.

If Services or Goods under this Agreement were obtained by means of a competitive bid, Contractor shall comply with the requirements of Government Code sections set out below.

- A. Contractor shall assign to the COURT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the COURT pursuant to the bid. Such assignment shall be made and become effective at the time the COURT tenders final payment to the Contractor. (GC 4552)
- B. If the COURT receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the COURT any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the COURT as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)
- C. Upon demand in writing by the Contractor, the COURT shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the COURT has not been injured thereby, or (2) the COURT declines to file a court action for the cause of action. (GC 4554)

8.7 Special Provisions for Agreements Providing for Compensation of \$50,000 or more; Union Activities Restrictions.

As required under Government Code

sections 16645-16649, if this Agreement provides for total Compensation of \$50,000 or more to Contractor, then the requirements of this section apply to Contractor's activities. Contractor shall include with any request for cost reimbursement from the State's funds a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing.

Contractor shall not:

- A. Assist, promote, or deter union organizing by employees performing work under state or judicial branch contracts;
- B. Use the State of California's or State's funds received under this Agreement to assist, promote or deter union organizing; or
- C. For any business conducted under this Agreement, use any property of the State of California or State to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state or judicial branch property is equally available to the general public for holding meetings.

If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that no reimbursement from the State of California's and State's funds has been sought for these costs, and provide those records to the Attorney General upon request.

- 8.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. Jurisdiction for any legal action arising from this agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 8.9 Jurisdiction and Venue.** Contractor irrevocably consents to the exclusive jurisdiction and venue of the State court located in Redwood City, California and federal court located in San Francisco, California in any legal action concerning or relating to this Agreement.
- 8.10 Force Majeure.**
 - A. Force Majeure events include, but are not limited to:
 - 1. catastrophic acts of nature, or public enemy;
 - 2. civil disorder;
 - 3. fire or other casualty for which a party is not responsible; and

4. quarantine or epidemic.

- B. The party asserting a Force Majeure event will immediately provide written Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.
- C. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.
- 8.11 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code §1654.
- 8.12 Amendment and Waiver.** No amendment to this Agreement will be effective unless in writing. A party's waiver of enforcement of any of this Agreement's terms or conditions is effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach or default.
- 8.13 Authority and Binding Effect.** Each party warrants it has the authority to enter into this Agreement, it may perform the services provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party warrants this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.
- 8.14 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 8.15 Headings.** All headings are for reference purposes only and do not affect the interpretation of this Agreement.
- 8.16 Time of the Essence.** Time is of the essence of the Contractor's performance of Services under this Agreement.
- 8.17 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

“**Agreement**” means this Standard Agreement as defined on the Coversheet.

“**Contractor**” means the person or entity defined on the Coversheet.

“**Compensation**” means all remuneration owed to Contractor in respect of Services, including Contractor’s professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.

“**Consulting Services**” refers to the services performed under “Consulting Services Agreements,” which are defined in Public Contract Code section 10335.5, substantially, as contracts that:

- (1) Are of an advisory nature;
- (2) Provide a recommended course of action or personal expertise;
- (3) Have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and
- (4) Are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

“Consulting Services Agreements” do not include:

- (1) Contracts between a state agency and the federal government; or
- (2) Contracts with local agencies, as defined in Revenue and Taxation Code, section 2211, to subvene federal funds for which no matching state funds are required.

“**Coversheet**” refers to the first sheet of this Agreement.

“**DVBE**” is an acronym for disabled veterans’ business enterprise.

“**Effective Date**” has the meaning defined on the coversheet of this Agreement.

“**Expiration Date**” is the last day of the Term, unless the Initial Term is extended by exercise of an option. In that event, the Expiration Date will instead refer to the date specified as the expiration date in the notice of exercise of the option.

“**Initial Term**” is the period commencing on the Effective Date and expiring on the Expiration Date set forth on the coversheet of this Agreement.

“**COURT**” has the meaning defined on the coversheet of this Agreement.

“**Judicial Branch Entity**” means any California superior or appellate court, the Judicial Council of California, the Administrative Office of Courts, and the Habeas Corpus Resource Center; these entities comprise the “Judicial Branch.”

“**Judicial Branch Personnel**” means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of the Court.

“**Loss**,” as used in the indemnity provisions of this Agreement includes any actions, claims, demands, causes of action, fines, penalties, losses, liabilities, damages, costs, expenses, and attorneys’ fees.

“**Option Period**” means the period, if any, through which this Agreement may be extended by a party.

“**Services**” are Contractor’s duties as defined in Exhibit A.

“**Term**” comprises the Initial Term and any Option Period.

“**Termination Date**” has the same meaning as “Expiration Date” unless this Agreement is validly terminated before the applicable Expiration Date, in which case Termination Date means the effective date this Agreement is validly terminated.

EXHIBIT "D" - CONTRACTOR TRAVEL RATE GUIDELINES

The Court's policy and limits on reimbursable travel-related expenses are listed below. To be eligible for lodging and/or meal reimbursement, expenses must be incurred in excess of 25 miles from headquarters.

Lodging – Receipts are required and each day of lodging claimed must be listed separately on the reimbursement claim form. Maximum rates are listed below. Exceptions may be considered on a case-by-case basis, and for centrally booked conferences or meetings. Receipts for hotel lodging charges must be on a pre-printed bill head with a zero balance shown. The hotel express check-out or receipt from a third-party provider for lodging booked via the internet are not valid receipts. In some instances, a hotel may decline to issue a receipt on their pre-printed bill head for lodging booked via the internet.

1. In-state - Actual costs are reimbursable up to a maximum of \$110 per day, plus tax and energy surcharge. Within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, the maximum rate is \$140, plus tax and energy surcharge.
2. Out-of-state – Actual costs are reimbursable with appropriate prior approval.

Meals – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.

1. Breakfast – Up to \$6
2. Lunch – Up to \$10
3. Dinner – Up to \$18

Meal reimbursement for one-day trips is taxable and reportable income unless travel included an overnight stay. For continuous travel of less than 24 hours, actual expenses up to the above limits may be reimbursable if:

1. Travel begins one hour before normal work hours – Breakfast may be claimed.
2. Travel ends one hour after normal work hours – Dinner may be claimed.
Lunch may not be claimed on trips of less than 24 hours.

Incidental Expenses – Up to \$6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

Transportation – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
2. Mileage – Personal vehicle mileage is reimbursable at a rate set by the Internal Revenue Services.
3. Employees who earn travel premiums (Frequent Flier Miles/Points) while traveling on official state business may use these travel premiums for their personal use.

Other Business Expenses – Actual cost is reimbursable. Receipts are required for all other business expenses, regardless of the amount claimed.

In the event receipts cannot be obtained or have been lost, a statement to that effect and the reason provided shall be noted in the expense account. In the absence of a satisfactory explanation, the amount involved shall not be allowed. Further, a statement explaining that a receipt has been lost shall not be accepted for lodging, airfare, rental car, or business expenses.

Receipts for telephone or telegraph charges related to court business of \$2.50 or less are not required. However, claims for phone calls must include the place and party called.

**ADDENUM 1
CONTRACTOR CERTIFICATION**

I certify that neither _____ (Applicant) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Applicant nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with courts, government or other governmental agencies during the two years preceding submission of this Proposal.

I acknowledge that if Applicant or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if applicant or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

By (Authorized Signature) SAMPLE ONLY DO NOT SIGN	<i>Date:</i>
Printed Name and Title of Person Signing:	

Please list all contracts with courts or governments or other governmental agencies during the two years preceding submission of this proposal:

- 1.
- 2.
- 3.

**ADDENUM 2
DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 10478, if a bidder, proposer or contractor currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Court to submit a bid or proposal.

To submit a bid or proposal to the Court, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the [Court/HCRC/AOC] to submit a bid or proposal pursuant to PCC 10477(b). A copy of the written permission from the [Court/HCRC/AOC] is included with our bid or proposal.

OR

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

Company Name :		Federal ID Number:
By (Authorized Signature) SAMPLE ONLY DO NOT SIGN		
Printed Name and Title of Person Signing:		
Date Executed:	Executed in the County of _____ in the State of _____	

ADDENUM "3"
ASSURANCE OF COMPLIANCE WITH
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The undersigned (hereinafter called the "Contractor") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation and all guidelines and interpretations issued pursuant thereto.

The Contractor gives this assurance in consideration for the purpose of obtaining contracts after the date of this assurance. The Contractor recognizes and agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

The Contractor:

_____ employs fewer than 15 persons

_____ employs 15 or more persons and, pursuant to section 84.7(a) of the regulation (45 C.F.R. 84.7(a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

SAMPLE ONLY DO NOT SIGN

Name of 504 person:

XXXX

Name of Contractor:

I certify that the above information is complete and correct to the best of my knowledge.

Dated: _____
Signature and Title of Authorized Official

* Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)... other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

ADDENDUM "B"
STANDARD OF JUDICIAL ADMINISTRATION, STANDARD 5.20

Standard 5.20. Uniform standards of practice for providers of supervised visitation

(a) Scope of service

This standard defines the standards of practice, including duties and obligations, for providers of supervised visitation under Family Code section 3200. Unless specified otherwise, the standards of practice are designed to apply to all providers of supervised visitation, whether the provider is a friend, relative, paid independent contractor, employee, intern, or volunteer operating independently or through a supervised visitation center or agency. The goal of these standards of practice is to assure the safety and welfare of the child, adults, and providers of supervised visitation. Once safety is assured, the best interest of the child is the paramount consideration at all stages and particularly in deciding the manner in which supervision is provided. Each court is encouraged to adopt local court rules necessary to implement these standards of practice.

(Subd (a) amended effective January 1, 2007.)

(b) Definition

Family Code section 3200 defines the term "provider" as including any individual or supervised visitation center that monitors visitation. Supervised visitation is contact between a noncustodial party and one or more children in the presence of a neutral third person. These standards of practice and this definition do not apply to supervision of visitation exchanges only, but may be useful in that context.

(Subd (b) amended effective January 1, 2007.)

(c) Qualifications of the provider

Who provides the supervision and the manner in which supervision is provided depends on different factors, including local resources, the financial situation of the parties, and the degree of risk in each case. While the court makes the final decision as to the manner in which supervision is provided and any terms or conditions, the court may consider recommendations by the attorney for the child, the parties and their attorneys, Family Court Services staff, evaluators, therapists, and providers of supervised visitation.

- (1) A "nonprofessional provider" is any person who is not paid for providing supervised visitation services. Unless otherwise ordered by the court or stipulated by the parties, the nonprofessional provider should:
 - (A) Be 21 years of age or older;
 - (B) Have no conviction for driving under the influence (DUI) within the last 5 years;
 - (C) Not have been on probation or parole for the last 10 years;
 - (D) Have no record of a conviction for child molestation, child abuse, or other crimes against a person;
 - (E) Have proof of automobile insurance if transporting the child;
 - (F) Have no civil, criminal, or juvenile restraining orders within the last 10 years;
 - (G) Have no current or past court order in which the provider is the person being supervised;
 - (H) Not be financially dependent on the person being supervised;
 - (I) Have no conflict of interest under (g); and
 - (J) Agree to adhere to and enforce the court order regarding supervised visitation.
- (2) A "professional provider" is any person paid for providing supervised visitation services, or an independent contractor, employee, intern, or volunteer operating independently or through a supervised visitation center or agency. The professional provider should:
 - (A) Be 21 years of age or older;
 - (B) Have no conviction for driving under the influence (DUI) within the last 5 years;

- (C) Not have been on probation or parole for the last 10 years;
 - (D) Have no record of a conviction for child molestation, child abuse, or other crimes against a person;
 - (E) Have proof of automobile insurance if transporting the child;
 - (F) Have no civil, criminal, or juvenile restraining orders within the last 10 years;
 - (G) Have no current or past court order in which the provider is the person being supervised;
 - (H) Be able to speak the language of the party being supervised and of the child, or the provider must provide a neutral interpreter over the age of 18 who is able to do so;
 - (I) Have no conflict of interest under (g); and
 - (J) Agree to adhere to and enforce the court order regarding supervised visitation.
- (3) A "therapeutic provider" is a licensed mental health professional paid for providing supervised visitation services, including a psychiatrist, a psychologist, a clinical social worker, a marriage and family counselor, or an intern working under direct supervision of a qualified licensed mental health professional. A therapeutic provider should meet the qualifications provided in (c)(2). A judicial officer may order therapeutic supervision for cases requiring a clinical setting.

(Subd (c) amended effective January 1, 2007.)

(d) Training for providers

- (1) Each court is encouraged to make available to all providers informational materials about the role of a provider, the terms and conditions of supervised visitation, and the legal responsibilities and obligations of a provider under this standard.
- (2) In addition, professional and therapeutic providers should receive training that should include the following subjects:
 - (A) The role of a professional and therapeutic provider;
 - (B) Child abuse reporting laws;
 - (C) Record-keeping procedures;
 - (D) Screening, monitoring, and termination of visitation;
 - (E) Developmental needs of children;
 - (F) Legal responsibilities and obligations of a provider;
 - (G) Cultural sensitivity;
 - (H) Conflicts of interest;
 - (I) Confidentiality; and
 - (J) Issues relating to substance abuse, child abuse, sexual abuse, and domestic violence.

(Subd (d) adopted effective January 1, 2007.)

(e) Safety and security procedures

All providers should make every reasonable effort to assure the safety and welfare of the child and adults during the visitation. Supervised visitation centers should establish a written protocol with the assistance of the local law enforcement agency that describes the emergency assistance and responses that can be expected from the local law enforcement agency. In addition, the professional and therapeutic provider should:

- (1) Establish and state in writing minimum security procedures and inform the parties of these procedures before the commencement of supervised visitation;
- (2) Conduct comprehensive intake and screening to assess the nature and degree of risk for each case. The procedures for intake should include separate interviews with the parties before the first visit. During the interview, the provider should obtain

identifying information and explain the reasons for temporary suspension or termination of a visit under this standard. If the child is of sufficient age and capacity, the provider should include the child in part of the intake or orientation process. Any discussion should be presented to the child in a manner appropriate to the child's developmental stage;

- (3) Obtain during the intake process:
 - (A) Copies of any protective order;
 - (B) Current court orders;
 - (C) Any Judicial Council form relating to supervised visitation orders;
 - (D) A report of any written records of allegations of domestic violence or abuse; and
 - (E) An account of the child's health needs if the child has a chronic health condition;
- (4) Establish written procedures that must be followed in the event a child is abducted during supervised visitation; and
- (5) Suspend or terminate supervised visitation if the provider determines that the risk factors present are placing in jeopardy the safety and welfare of the child or provider as enumerated in (j).

(Subd (e) amended and relettered effective January 1, 2007; adopted as subd (d) effective January 1, 1998.)

(f) Ratio of children to provider

The ratio of children to a professional provider should be contingent on:

- (1) The degree of risk factors present in each case;
- (2) The nature of supervision required in each case;
- (3) The number and ages of the children to be supervised during a visit;
- (4) The number of people visiting the child during the visit;
- (5) The duration and location of the visit; and
- (6) The experience of the provider.

(Subd (f) amended and relettered effective January 1, 2007; adopted as subd (e) effective January 1, 1998.)

(g) Conflict of interest

All providers should maintain neutrality by refusing to discuss the merits of the case or agree with or support one party over another. Any discussion between a provider and the parties should be for the purposes of arranging visitation and providing for the safety of the children. In order to avoid a conflict of interest, the provider should not:

- (1) Be financially dependent on the person being supervised;
- (2) Be an employee of the person being supervised;
- (3) Be an employee of or affiliated with any superior court in the county in which the supervision is ordered unless specified in the employment contract; or
- (4) Be in an intimate relationship with the person being supervised.

(Subd (g) amended and relettered effective January 1, 2007; adopted as subd (f) effective January 1, 1998.)

(h) Maintenance and disclosure of records

- (1) Professional and therapeutic providers should keep a record for each case, including the following:
 - (A) A written record of each contact and visit, including the date, time, and duration of the contact or visit;
 - (B) Who attended the visit;

- (C) A summary of activities during the visit;
 - (D) Actions taken by the provider, including any interruptions, terminations of a visit, and reasons for these actions;
 - (E) An account of critical incidents, including physical or verbal altercations and threats;
 - (F) Violations of protective or court visitation orders;
 - (G) Any failure to comply with the terms and conditions of the visitation; and
 - (H) Any incidence of abuse as required by law.
- (2) Case recordings should be limited to facts, observations, and direct statements made by the parties, not personal conclusions, suggestions, or opinions of the provider. All contacts by the provider in person, in writing, or by telephone with either party, the children, the court, attorneys, mental health professionals, and referring agencies should be documented in the case file. All entries should be dated and signed by the person recording the entry.
 - (3) If ordered by the court or requested by either party or the attorney for either party or the attorney for the child, a report about the supervised visit should be produced. These reports should include facts, observations, and direct statements and not opinions or recommendations regarding future visitation unless ordered by the court. A copy of any report should be sent to all parties, their attorneys, and the attorney for the child.
 - (4) Any identifying information about the parties and the child, including addresses, telephone numbers, places of employment, and schools, is confidential, should not be disclosed, and should be deleted from documents before releasing them to any court, attorney, attorney for the child, party, mediator, evaluator, mental health professional, social worker, or referring agency, except as required in reporting suspected child abuse.

(Subd (h) amended and relettered effective January 1, 2007; adopted as subd (g) effective January 1, 1998.)

(i) Confidentiality

Communications between parties and providers of supervised visitation are not protected by any privilege of confidentiality. The psychotherapist-patient privilege does not apply during therapeutic supervision. Professional and therapeutic providers should, whenever possible, maintain confidentiality regarding the case except when:

- (1) Ordered by the court;
- (2) Subpoenaed to produce records or testify in court;
- (3) Requested to provide information about the case by a mediator or evaluator in conjunction with a court-ordered mediation, investigation, or evaluation;
- (4) Required to provide information about the case by Child Protective Services; or
- (5) Requested to provide information about the case by law enforcement.

(Subd (i) amended and relettered effective January 1, 2007; adopted as subd (h) effective January 1, 1998.)

(j) Delineation of terms and conditions

The provider bears the sole responsibility for enforcement of all the terms and conditions of any supervised visitation. Unless otherwise ordered by the court, the provider should:

- (1) Monitor conditions to assure the safety and welfare of the child;
- (2) Enforce the frequency and duration of the visits as ordered by the court;
- (3) Avoid any attempt to take sides with either party;
- (4) Ensure that all contact between the child and the noncustodial party is within the provider's hearing and sight at all times, and that discussions are audible to the provider;
- (5) Speak in a language spoken by the child and the noncustodial party;

- (6) Allow no derogatory comments about the other parent, his or her family, caretaker, child, or child's siblings;
- (7) Allow no discussion of the court case or possible future outcomes;
- (8) Allow neither the provider nor the child to be used to gather information about the other party or caretaker or to transmit documents, information, or personal possessions;
- (9) Allow no spanking, hitting, or threatening the child;
- (10) Allow no visits to occur while the visiting party appears to be under the influence of alcohol or illegal drugs;
- (11) Allow no emotional, verbal, physical, or sexual abuse; and
- (12) Ensure that the parties follow any additional rules set forth by the provider or the court.

(Subd (j) amended and relettered effective January 1, 2007; adopted as subd (i) effective January 1, 1998.)

(k) Safety considerations for sexual abuse cases

In cases where there are allegations of sexual abuse, in addition to the requirements of (j), the provider should comply with the following terms and conditions, unless otherwise ordered by the court:

- (1) Allow no exchanges of gifts, money, or cards;
- (2) Allow no photographing, audiotaping, or videotaping of the child;
- (3) Allow no physical contact with the child such as lap sitting, hair combing, stroking, hand holding, prolonged hugging, wrestling, tickling, horseplaying, changing diapers, or accompanying the child to the bathroom;
- (4) Allow no whispering, passing notes, hand signals, or body signals; and
- (5) Allow no supervised visitation in the location where the alleged sexual abuse occurred.

(Subd (k) amended and relettered effective January 1, 2007; adopted as subd (j) effective January 1, 1998.)

(l) Legal responsibilities and obligations of a provider

All providers of supervised visitation should:

- (1) Advise the parties before commencement of supervised visitation that no confidential privilege exists;
- (2) Report suspected child abuse to the appropriate agency, as provided by law, and inform the parties of the provider's obligation to make such reports;
- (3) Implement the terms and conditions under (j); and
- (4) Suspend or terminate visitation under (n).

(Subd (l) amended and relettered effective January 1, 2007; adopted as subd (k) effective January 1, 1998.)

(m) Additional legal responsibilities of professional and therapeutic providers

In addition to the legal responsibilities and obligations required in (l), professional and therapeutic providers should:

- (1) Prepare a written contract to be signed by the parties before commencement of the supervised visitation. The contract should inform each party of the terms and conditions of supervised visitation;
- (2) Review custody and visitation orders relevant to the supervised visitation;
- (3) Implement an intake and screening procedure under (e)(2); and
- (4) Comply with additional requirements under (o).

(Subd (m) amended and relettered effective January 1, 2007; adopted as subd (l) effective January 1, 1998.)

(n) Temporary suspension or termination of supervised visitation

- (1) All providers should make every reasonable effort to provide a safe visit for the child and the noncustodial party.
- (2) However, if a provider determines that the rules of the visit have been violated, the child has become acutely distressed, or the safety of the child or the provider is at risk, the visit may be temporarily interrupted, rescheduled at a later date, or terminated.
- (3) All interruptions or terminations of visits should be recorded in the case file.
- (4) All providers should advise both parties of the reasons for interruption of a visit or termination.

(Subd (n) amended and relettered effective January 1, 2007; adopted as subd (m) effective January 1, 1998.)

(o) Additional requirements for professional and therapeutic providers

Professional and therapeutic providers should state the reasons for temporary suspension or termination of supervised visitation in writing and provide the written statement to both parties, their attorneys, the attorney for the child, and the court.

(Subd (o) amended and relettered effective January 1, 2007; adopted as subd (n) effective January 1, 1998.)

Standard 5.20 amended and renumbered effective January 1, 2007; adopted as sec. 26.2 effective January 1, 1998.

**ADDENDUM “C”
VISITATION CENTER USAGE REPORT**

Family Court	2010-2011		2011-2012	
	Annual	Monthly	Annual	Monthly
Intakes *	225	19	197	16
New Families Served	105	9	73	6
Total Families Served **	175	N/A	***	***
Visits Scheduled	1,863	155	1,728	144
Exchanges Scheduled	3,947	329	4,109	342

*Each parent has an intake, so divide the number of intakes by 2 to get approximate # of families receiving this service. This client pool yields # of new families.

**Total families = number of families served in any given month. Because many families overlap from month to month, annual total does not equal the sum of the monthly totals.

*** Statistics are not currently available.