Superior Court of California, County of Merced

*R*equest *f*or *P*roposal (RFP)

Regarding:
Child's Waiting Room (CWR)

RFP #:
MER-201301-CWR

Proposal Due Date:
January 17, 2013

1.0 BACKGROUND INFORMATION

1.1 The Merced Superior Court seeks to engage two individuals to provide professional child caregiving services for our Children's Waiting Room services (CWR). The professional child caregiver must undergo background check (live-scan). The professional caregivers will absorb the cost of the live-scan process. The professional child caregiver will be in charge of watching children from the ages of 2 ½ to 12 years of age. Children must be potty trained before entry into the Children's Waiting Room. The Children's Waiting Room will be on a first come first serve basis. The maximum limit for the Children's Waiting Room is twelve (12) children. The current estimated annual budget for this project is $26,000.00.

2.0 DESCRIPTION OF SERVICES TO BE PROVIDED

The Court seeks the services of a person or entity with expertise in professional child caregiving. The caregiver does not need to possess a daycare license. The caregiver shall possess a current CPR certificate. For additional details on the service requirements, please review Appendix A, Statement of Work.

- The caregiver must provide a clean, secure, and safe environment for children between the ages of 2 ½ to 12 years of age while they are waiting for their parent(s)/guardian. All children must be signed in upon arrival by a parent/guardian and a matching wrist band placed by the caregiver or designee on both the parent/guardian and child. All children must be signed out by the parent/guardian who signed the child(ren) into the Children's Waiting Room. Under no circumstances shall the child(ren) be released to another party who does not have the matching wrist band. The child(ren) signed in must not be left unattended at any time during the time the caregiver is on duty.
- The Children's Waiting Room is located in the 2260 N Street Courthouse, first floor.
- The caregiver shall purchase and provide at no expense to the JBE entertainment, snacks, and ID bracelets for the children . The caregiver shall have options of entertainment for the children such as arts and crafts, DVD's, books, games, Wii game system. All of the items of entertainment listed must not contain offensive language, offensive scenes, or offensive content.
- Items such as entertainment, snacks, and ID bracelets are not compensated by the JBE therefore, the items that shall be provided by the Contractor shall be listed in the Cost proposal of the bid.
- The caregivers shall provide services during the below listed hours of operation:

  Monday , 8:00 am – 12:00 pm and 1:00 pm – 3:30 pm
  Tuesday, 8:00 am – 12:00 pm and 1:00 pm – 3:30 pm
  Thursday, 8:00 am – 12:00 pm and 1:00 pm – 3:30 pm

- At any time a designated Court employee may examine the Children's Waiting Room for quality and assurance of the services provided.
- Progress reports may be required.

3.0 TIMELINE FOR THIS RFP

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court.

EVENT	DATE
RFP issued	1/9/13
Pre-proposal Conference walk-thru RSVP	1/14/13 by 4:00 pm
Pre-proposal Conference walk-thru (Not Mandatory)	1/15/13 9:00 am
Deadline for questions	1/15/13 By 12:00 pm
Questions and answers posted to Court website	1/16/13
Latest date and time proposal may be submitted	1/17/13 4:00 pm
Evaluation of Proposals *(estimate only)*	1/18/13
Anticipated interview dates *(estimate only)*	1/22/13 – 1/24/13
Notice of Intent to Award (*estimate only*)	1/25/13
Negotiations and execution of contract (*estimate only*)	1/28/13
Contract start date (*estimate only*)	1/30/13
Contract end date (*estimate only*)	6/30/14

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACMENTS	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Court Standard Agreement Cover	The cover sheet of the contract (sample).
Attachment 3: Appendix A - Statement of Work	Lists the work to be performed under this RFP.
Attachment 4: Appendix B - Pricing and Payment	Lists the procedures for payment.
Attachment 5: Appendix C - General Terms and Conditions	If selected, the person or entity submitting a proposal (the "Proposer") must sign a Court Standard Form agreement containing these terms and conditions (the "Terms and Conditions").
Attachment 6: Appendix D - Defined Terms	Terms used throughout this RFP.
Attachment 7: Bidder's Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 8: Darfur Contracting Act Certification	Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 9: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.
Attachment 10: Disease/Illness Exclusion	Exclusion reasons for non-entry into the CWR.
Attachment 11: Parent Rules	A form that will be handed out at time of child registration.
Attachment 12: Registration Form	Registration form that parent/guardian must fill out.

5.0 PAYMENT INFORMATION

- The JBE will not make any progress payments.
- The professional caregiver must report to the CWR on time every day. If the caregiver experiences a personal emergency, calls in sick, etc., the caregiver shall provide notice to the JBE and provide coverage for the CWR. The professional caregiver is to fill out a time

sheet of time (hours) worked on a daily basis. Absence or late arrival of the caregiver will not be excused and the JBE may withhold payment to the professional caregiver for the time of absence or late arrival.

- Award of this contract is based upon the JBE's budget and allowance. At any time the JBE may terminate the contract upon thirty (30) day's notice.
- The JBE will not be responsible for any travel expenses.

6.0 PRE-PROPOSAL CONFERENCE

The Court will hold a pre-proposal conference on the date identified in the timeline above. The pre-proposal conference will be held at:

Merced Superior Court
627 W. 21st Street, Room 10
Merced, CA 95340

Attendance at the pre-proposal conference is not mandatory. Each Proposer must be certain to check in at the pre-proposal conference.

7.0 SUBMISSIONS OF PROPOSALS

7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

7.2 The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.

a. The Proposer must submit **one (1) original and three (3) copies** of the technical proposal. The original must be signed by the Proposer. The Proposer must write the RFP title, RFP number, and Attn: Jeanette Hefner on the outside of the sealed envelope.

b. The Proposer must submit **one (1) original and three (3) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title, RFP number, and Attn: Jeanette Hefner on the outside of the sealed envelope.

7.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Merced Superior Court
RFP: MER-201212 - CWR
Attn: Jeanette Hefner
627 W. 21st Street, Merced, CA 95340

7.4 Late proposals will not be accepted.

7.5 Only written proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.

8.0 PROPOSAL CONTENTS

8.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

a. Proposer's name, address, telephone and fax numbers, email address, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.

b. Work plan. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.

c. Experience. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The Court may check references listed by Proposer.

d. Acceptance of the Terms and Conditions.

i. On Attachment 7, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, or other modification.

ii. If exceptions are identified, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.

i. **Note: A material exception to a Minimum Term may render a proposal non-responsive.**

e. Attachments and other requirements.

i. Proposer must include the following certification in its proposal:

Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.

ii. Proposer must complete the Darfur Contracting Act Certification (Attachment 8) and submit the completed certification with its proposal.

iii. If Proposer is a corporation, limited liability company, or limited partnership, proof that Proposer is in good standing and qualified to conduct business in California.

iv. A copy of the caregiver's valid and current CPR certificate.

8.2 Cost Proposal. The following information must be included in the cost proposal of the bid.

i. A detailed line item budget showing total cost of the proposed services. The total of the costs shall be for an annual budget. This item shall include:

- the cost of entertainment (movies, games, toys, etc.)
- snacks (to be provided to children on a daily basis)
- ID bracelets for both parent/guardian and children to wear
- Other anticipated costs

ii. A full explanation of all budget line items in a narrative entitled "Budget Justification."

iii. A "not to exceed" total for all work and expenses payable under the contract, if awarded.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

9.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

10.0 EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents. A proposal that does not contain the required documents may be considered unresponsive.

The Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post an intent to award notice on our website at www.mercedcourt.org.

CRITERION	MAXIMUM NUMBER OF POINTS
Quality of work plan submitted	20% (20 Percent)
Experience on similar assignments	20% (20 Percent)
Cost	30% (20 Percent)
Acceptance of the Terms and Conditions	30% (30 Percent)

Criterion Details

Quality of Work Plan Submitted
How will the caregiver interact with the children? How will the caregiver entertain the children? What time of meal plans are proposed?

Experience on Similar Assignments
List 3 (three) references for similar assignments.

Cost
List an itemized detailed report containing wage, cost of ID bracelets, snacks, entertainment, and any additional costs they may occur.

Acceptance of Terms and Conditions
Either check the box that Terms and Conditions are accepted or submitted in detail what terms should be changed.

11.0 INTERVIEWS

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each proposal will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see *www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500*).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

Notwithstanding the above, the California Public Contract Code requires the public inspection of certain proposals. If required to do so by the Public Contract Code, a Court may disclose all information contained in a proposal, including information marked as confidential or proprietary.

13.0 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Court has waived the inclusion of DVBE participation in this solicitation.

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see *www.courts.ca.gov/documents/jbcl-manual.pdf*). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is November 30, 2012. Protests should be sent to:

Merced Superior Court
RFP: MER-201212-CWR
Attn: Jeanette Hefner
627 W. 21st Street
Merced, CA 95340

ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING RFPS
(NON-IT SERVICES)

1. COMMUNICATIONS WITH COURT REGARDING THE RFP

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to Jeanette Hefner at jeanette.hefner@mercedcourt.org (the "Solicitations Mailbox"). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

A. If a Proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the Proposer may submit the question via email to the Solicitations Mailbox, conspicuously marking it as "CONFIDENTIAL." With the question, the Proposer must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the Proposer will be notified.

B. Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court's responses will be made available.

3. ERRORS IN THE RFP

A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the Court via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the Court may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.

B. If a Proposer fails to notify the Court of an error in the RFP known to Proposer, or an error that reasonably should have been known to Proposer, before the proposal due date and time listed in the timeline of the RFP, Proposer shall propose at its own risk. Furthermore, if Proposer is awarded the agreement, Proposer shall not

be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

A. The Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by posting the amendments on the Court's website at www.mercedcourt.org. It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.

B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the Court no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the Court may reject the proposal; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

7. RIGHT TO REJECT PROPOSALS

A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.

B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court reserves the right to accept

C. or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the AOC's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

D. The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the proposal.

D. Proposers are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Proposer's proposal.

8. EVALUATION PROCESS

A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.

B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.

C. Cost proposals will be checked only if a technical proposal is determined to be responsive. All figures entered on the cost proposal must be clearly legible.

D. During the evaluation process, the Court may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

E. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the Court and will be returned only at the Court's option and at the expense of the Proposer submitting the proposal.

10. PAYMENT

A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.

B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the Court and the selected Proposer. The

Court may withhold ten percent of each invoice until receipt and acceptance of the final deliverable. The amount of the withhold may depend upon the length of the project and the payment schedule provided in the agreement between the Court and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requiremnts), except for such immaterial defects as may be waived by the Court.

B. A Proposer submitting a proposal must be prepared to use a standard Court contract form rather than its own contract form.

C. The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.

D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the Court no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties and approved by the appropriate Court officials. Any work performed before receipt of a fully-executed agreement shall be at Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the Court may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Linda Romero Soles, CEO, Superior Court of California, County of Merced.

14. ANTI-TRUST CLAIMS

A. In submitting a proposal to the Court, the Proposer offers and agrees that if the proposal is accepted, Proposer will 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 the Proposer for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Proposer. (See Government Code section 4552.)

B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer 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.

C. Upon demand in writing by the Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to Jeanette Hefner.

RFP Title: Children's Waiting Room
RFP Number: MER-201301-CWR

ATTACHMENT 2
COURT STANDARD AGREEMENT COVER

STATE OF CALIFORNIA, JUDICIAL BRANCH

STANDARD AGREEMENT COVERSHEET (JBE 213) *(v 1.2) (rev. 10-17-11)*

	AGREEMENT NUMBER ***[Agreement number]***
	FEDERAL EMPLOYER ID NUMBER [Fed. Employer ID Number]

1. In this Agreement, the term "Contractor" refers to ***[Contractor name]***, and the term "JBE" refers to the ***[Name of JBE]***.

2. This Agreement is effective as of ***[Date]*** ("Effective Date") and expires on ***[Date]*** ("Expiration Date").
☐ If checked, this Agreement includes one or more options to extend through ***[Date or N/A]*** .

3. The maximum amount the JBE may pay Contractor under this Agreement is **$*[Dollar amount]***.

4. The purpose or title of this Agreement is: ***[Purpose or descriptive title]***

   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, made up of this Standard Agreement Coversheet (SCC 213), and the appendixes listed below and any attachments, 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.

Appendix A – Statement of Work
Appendix B – Payment Provisions
Appendix C – General Provisions
Appendix D – Defined Terms

JBE'S SIGNATURE	CONTRACTOR'S SIGNATURE
JBE'S NAME ***[JBE name]***	CONTRACTOR'S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)* ***[Contractor name]***
BY *(Authorized Signature)* ✍	BY *(Authorized Signature)* ✍
PRINTED NAME AND TITLE OF PERSON SIGNING ***[Name and title]***	PRINTED NAME AND TITLE OF PERSON SIGNING ***[Name and title]***
ADDRESS ***[Address]***	ADDRESS ***[Address]***

RFP Title: Children's Waiting Room
RFP Number: MER-201301-CWR

ATTACHMENT 2
APPROVALS
(for JBE Use Only)

AOC ACCOUNTING *(Not applicable to trial courts)*

Fund Title	Program/Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount

I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER	DATE
✍	***[Date]***

NON-AOC ACCOUNTING OR OTHER APPROVAL *(if applicable)*

SIGNATURE OF APPROVING AUTHORITY	DATE
✍	***[Date]***

LEGAL APPROVAL *(if applicable)*

Approved as to legal form by:

SIGNATURE OF REVIEWING ATTORNEY	DATE
✍	***[Date]***

OTHER APPROVAL *(if applicable)*

Approved by:

SIGNATURE OF APPROVING AUTHORITY	DATE
✍	***[Date]***

ATTACHMENT 3
APPENDIX A – Statement of Work

1. Background and Purpose

To provide a safe, supervised environment for the children of clients conducting business at the Court. To allow parents uninterrupted access for court related business and to reduce the number of appointments missed by parents who are unable to find temporary child care.

- The Superior Court Children's Waiting Room (CWR) accepts all children requiring care between the age of 2 ½ to 12 years, while parent(s)/guardian have court business. All children registered in the CWR must be potty trained.
- Parent(s) and/or the legal guardian(s) must have business at the Merced Superior Court and must pick up their child(ren) upon completion of their business.
- Parent(s) and/or the legal guardian(s) shall be advised by Contractor to not leave the Merced Superior Court while their child(ren) are in the CWR.
- The caregivers must complete and pass the background check including but limited to live-scan.

2. Contractor's Services

2.1 Description of Services. Contractor shall perform the following services ("Services") in the manner and at the times and places described below:

The Contractor is responsible for registering children at the Child's Waiting Room and assigning matching ID bracelets. The Contractor shall provide snacks, games, entertainment, and other services as required by the JBE in the Child's Waiting Room. If the caregiver experiences a personal emergency, calls in sick, takes vacation, etc., the caregiver shall provide the JBE written notice and provide the CWR with adequate coverage. The coverage provided by the caregiver must go through the live-scan background check and be approved by the JBE. The caregiver shall possess a current and valid CPR certificate.

Registration Criteria

a. A registration form must be completed for each child brought to the CWR.
b. The parent or guardian dropping off the child(ren) must provide a photo ID. Valid ID is a form of photo identification with full name and photograph (such as CDL, passport, state ID card, etc.).
c. Matching ID wrist bracelets must be assigned to the parent/guardian and child(ren) who are staying at the CWR. The Contractor shall provide and keep in stock the CWR with ID wrist bracelets.
d. The registration form reflects the following information: name, address, telephone number(s), California Driver's License or other governmental agency issued identification, special instructions, emergency contact person (person outside of CWR), name of parent or accompanying adult and their location within the Court, name of anyone who is restrained from contact with the child by Court order and signature acknowledging Parent's Rules receipt.
e. Registration forms must be completed by anyone bringing a child into the room, including but not restricted to family or Court personnel.

f. Children requiring special care due to allergies, disabilities or any other condition must have written notification of said condition on registration form.
g. At registration the Parent's will be given a copy of the Parent's Rules sheet. They will also sign (on the registration form) that they have read and acknowledge the Parent's Rules.

Change in Data

a. Parent or accompanying adult is required to notify the caregiver of any variance in the information given on the registration form.

Parent/Guardian Departure

a. Parent(s) may NOT LEAVE the Court building(s) while their children in the CWR. They must pick up their child(ren) immediately after completing their Court related business.
b. Parent(s) must retrieve their child(ren) during the lunch hour, when the CWR will be closed.
c. Contractor must ensure that the individual who signs the child(ren) in must be the same individual who signs the child(ren) out when picking him/her up from the Children's Waiting Room. If the parent/guardian is not the same individual, the Contractor may refer to the registration form and allow an authorized person who was present during the drop off of the child(ren) and presented valid photo ID at drop off.
d. In the event that the parent/guardian does not pick up the child(ren) at or before closing of CWR at 3:30 pm, Contractor shall notify Child Protective Services.
e. Contractor will make every attempt to contact the parent/guardian in the event of an emergency of a child to require medical attention.
f. Contractor shall contact parent/guardian in the event a child's behavior is inappropriate or jeopardizes the health or well-being of any other child or any staff member in the program.

Child Departure – Photo ID required to pick up child(ren)

a. Child will be excused from room only to parent or authorized adult. Parent or authorized adult must have been present at drop off and have presented proper ID at that time. Date, time and the name of person retrieving child(ren) must be logged on appropriate form.

Exclusions (Persons NOT permitted in CWR)

a. Children exhibiting obvious symptoms of a contagious condition, disease or running a fever will not be accepted in the room. See attachment 10 for detailed exclusion list.
b. Unauthorized person(s).
c. Parent(s) under court order to remain away from the child(ren).
d. Children whose parent(s) or family are NOT conducting business in the Court.
e. The caregiver is unable to give children any medications.

Activities and Snack
Games and children's movies shall be a source of entertainment. Games and movies must be G rated. The caregiver shall provide and keep in stock games and children's movies.

The caregiver shall supply the CWR with nutritional snacks. Nutritional snacks shall include but are not limited to:

Snacks		Hydration
Dry breakfast cereal	Crackers	Milk
Rice cakes	Granola bars	Water
Pretzels	Yogurt	Juice

Contractor shall provide snacks to each child in the CWR on a set, daily schedule. Breakfast, lunch, or dinner is not provided in the CWR.

Contractor must post a snack menu before signing in children on a daily basis.

Emergency Evacuation Plan
In the event of an evacuation, the Contractor must safely guide children to the area designated by the JBE and must stay with the children at all times. The children may not be signed out until the Courthouse is cleared and the children are back in the Child's Waiting Room.

2.2 Manner Service and Standard of Performance.

The Contractor shall perform the tasks given in a professional manner. The performance must be at a level that is satisfactory of the JBE. The requirements listed under Contractor's Services must be followed at all times. Any change in the Description of Services must be approved in writing by the JBE. The Contractor shall also comply with the JBE's current dress code standards.

Monthly Reports

a. The Program Manager will schedule a monthly staff meeting to discuss reports or the reports may be turned into the Project Manager as directed.
b. Quarterly, six-month and yearly reports should reflect cumulative totals and include breakdowns of the ages.

2.3 Inspection and Acceptance Criteria.

The JBE's designee will over-see the Child's Waiting Room and random visits may occur at any time during operational hours. JBE's designee will determine if the services provided are acceptable according to the requirements set forth in the Description of Services.

3. Change Orders

Any change requests must be submitted in writing to Jeanette Hefner and approved in writing by Linda Romero Soles as a written amendment to this Agreement.

4. Project Managers

Jeanette Hefner
Project Specialist
Merced Superior Court
(209) 725-4101 x 3154
jeanette.hefner@mercedcourt.org

5. Special Provisions for Rental Agreements

If this Agreement provides for rental of personal property, the JBE shall have no responsibility for loss or damage to the rented equipment arising from causes beyond the JBE's control. The JBE is responsible for repairs and liability for damage or loss *only* to the extent they become necessary and result from a negligent act or omission of the JBE or any Judicial Branch Personnel.

If this Agreement provides for the rental of equipment or other personal property and the JBE has not expressly elected through this Agreement to maintain the equipment or other personal property, Contractor shall keep the equipment in good working order and make all necessary or appropriate repairs and adjustments without qualification.

6. Special Provisions for Agreements for Equipment, Materials, or Supplies; Loss Leader Prohibition

If this Agreement involves the furnishing of equipment, materials, or supplies, Contractor shall not sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

ATTCHMENT 4
APPENDIX B – Pricing and Payment

1. General

The Contractor shall invoice the JBE on a monthly basis, and the JBE shall compensate Contractor under this Agreement as set forth in this Appendix B. All items listed in Appendix A, Statement of Work shall be included in the bid and not be billed as reimbursement costs or expenses.

2. Compensation

- Not to exceed amount of fees, prices, and costs;
- The caregiver shall provide an invoice on a monthly basis for the previous month, no later than 10 calendar days after the end of each month (the JBE does not make payments in advance)
- No progress payments will be made

3. Expenses

3.1 Entertainment. The Contractor shall include the expense of the entertainment listed in Appendix A, Statement of Work in the bid submitted. The JBE will not reimburse the Contractor for expenses.

3.2 Snacks. The Contractor shall include the expense of snacks listed in Appendix A, Statement of Work in the bid submitted. The JBE will not reimburse the Contractor for expenses.

3.3 ID Bracelets. The Contractor shall include the expense of the ID bracelets listed in Appendix A, Statement of Work in the bid submitted. The JBE will not reimburse the Contractor for expenses.

3.4 Limitation on Expenses. Contractor shall not invoice the JBE, and the JBE shall not reimburse Contractor, for expenses of any type that exceed in the aggregate during the Term the amount stated on line #3 of the Standard Agreement Cover Sheet (the total contract amount).

4. Invoicing and Payment

4.1 Invoicing. Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor's invoices must include information and supporting documentation, including a workload report in the form the JBE may specify from time - to - time. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.

4.2 Acceptance; Payment. All Goods, Services, and deliverables are subject to written acceptance by the JBE. The JBE may reject any Goods, Services or deliverables that (i) fail to meet applicable requirements or acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late. Payment does not imply acceptance of Contractor's invoice, Goods, Services, or deliverables. Contractor shall immediately refund any payment made in error.

4.3 Availability of Funds. The JBE's obligation to compensate Contractor is subject to the availability of funds. The JBE shall notify Contractor if funds become unavailable or limited during the Term.

4.4 Special Provisions for Federally-funded Agreements. If this Agreement is funded in whole or in part by the federal government, then:

(A) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

(B) This contract is valid and enforceable only if sufficient funds are made available to the JBE by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

(C) The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds.

(D) The parties may invalidate this Agreement under the 30-day termination for convenience or cancellation clause or amend the contract to reflect any reduction in funds.

(E) Exemptions from the above requirements may be granted if the JBE can certify in writing that federal funds are available for the Term.

ATTACHMENT 5
APPENDIX 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 JBE.

(C) *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.

(D) *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.

(E) *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.

(F) *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 affect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

(G) *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.

(H) *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.

(I) *Drug Free Workplace.* Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

(J) *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.

(K) *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.

(L) *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.

(M) *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.

(N) *Special Provisions regarding Compliance with the Sweatfree Code of Conduct.* If this Agreement provides for furnishing equipment, materials, or supplies other than public works, or for the laundering of apparel, garments or corresponding accessories:

(1) No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor.

Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. This declaration is made under penalty of perjury.

(2) Contractor cooperates fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a) and shall provide the same rights of access to the JBE.

(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) *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.

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 JBE if any representation and warranty becomes untrue.

2. Indemnity

Contractor shall indemnify and defend (with counsel satisfactory to the JBE 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.

E. *Commercial Crime Insurance.* The policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; damage to our buildings, and property; and fraudulent transfer of money, securities, and property. The minimum liability limit must be $100,000.00.

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 JBE'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 JBE 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 JBE'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 Judicial Branch Entities and Judicial Branch Personnel 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 JBE 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 JBE. Any replacement certificates of insurance are subject to the approval of the JBE, and, without prejudice to the JBE, Contractor shall not perform work before the JBE 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 JBE 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 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 JBE 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.

4.3 Remedies.

A. *Available Remedies.* The JBE 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 a Judicial Branch Entity and Contractor;

(2) Require Contractor to enter into non-binding mediation;

(3) Exercise, following notice, the JBE'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 Cancelation; Effect of Expiration or Termination

5.1 Early Termination and Cancelation Rights.

A. The JBE may terminate this entire Agreement immediately "for cause" if Contractor is in default;

B. The JBE 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 JBE, and any direct and indirect expenses incurred by cancellation of Goods in process that are custom made for the JBE), if:

(1) the JBE 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 JBE 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 JBE 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 JBE, Contractor shall be released from performing Services.

B. All provisions of this Appendix C will survive the expiration or termination of this Agreement, except for section 1and 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 JBE may assign the JBE's rights and duties to any Judicial Branch Entity. The JBE 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 a party's project manager, if one is designated in Appendix A; otherwise, notices must be addressed to the individual(s) in the signature block of this Agreement. Either party may change its address for receipt of notice by entering a different recipient and address below or by giving notice at any time to the other party in the manner permitted by this paragraph.

If to the JBE:		If to the Contractor:	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
Phone:	_____	Phone:	_____
E-mail:	_____	E-mail:	_____

8. Miscellaneous Provisions; Interpretation

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

8.2 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 covenants in this section apply to Contractor's activities. Contractor shall not:

A. Assist, promote, or deter union organizing by employees performing work under state or judicial branch contracts;

B. Use the state's or JBE'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 or JBE 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's and JBE's funds has been sought for these costs, and provide those records to the Attorney General upon request.

8.3 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 JBE: (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.

8.4 Audit and Records

A. *Audit.* Contractor shall allow the JBE's designees and the JBE 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 JBE 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 JBE'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 JBE or to another party at the JBE'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 JBE'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 JBE.

8.5 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 JBE funds shall vest, automatically and without further action of the parties, with the JBE. If Contractor provides written certification to the JBE that the property will continue to be used for grant-related purposes and the JBE approves such certification in writing, the JBE may permit title to all such property to remain with Contractor in accordance with the JBE'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 JBE funds, title to any equipment purchased or built with JBE funds shall vest in the JBE immediately upon payment of the purchase price. Before delivery to the JBE, 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.

8.6 Special Provisions for Elevator Maintenance Agreements. If this is an elevator maintenance agreement, the Term of this Agreement shall be for a period of no less than five years even if the coversheet specifies a short term, but this Agreement may be terminated during the Term as specified in Appendix C.

8.7 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 JBE later confirms in writing is confidential.

The JBE owns the confidential information, and the JBE 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 JBE's confidential information to the same extent as this section 3.8. Contractor may also disclose the JBE's confidential information to the extent necessary to comply with law, provided Contractor gives the JBE advance notice.

B. *Publicity.* Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the JBE's Business Services Manager.

C. *Specific Performance.* Contractor understands a default under this section 3.8(D) will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the JBE will be entitled to seek.

8.8 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 JBE 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 JBE pursuant to the bid. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. (GC 4552)

B. If the JBE 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 JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE 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 JBE 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 JBE has not been injured thereby, or (2) the JBE declines to file a court action for the cause of action. (GC 4554)

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

8.14 Headings. All headings are for reference purposes only and do not affect the interpretation of this Agreement.

8.15 Time of the Essence. Time is of the essence of the Contractor's performance of Services under this Agreement.

8.16 Counterparts. This Agreement may be executed in counterparts, each of which is considered an original.

ATTACHMENT 6
APPENDIX D – 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.

"JBE" 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 a Judicial Branch Entity.

"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 Appendix 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..

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ATTACHMENT 7
BIDDER'S ACCEPTANCE OF TERMS AND CONDITIONS

Instructions: Mark the appropriate choice below and sign this attachment.

☐ 1. Bidder accepts Attachment 3: Court Standard Terms and Conditions ("Attachment 3") without exception.

OR

☐ 2. Bidder proposes exceptions or modifications to Attachment 2. Bidder must also submit (i) a red-lined version of Attachment 2 that clearly tracks proposed modifications, and (ii) a written explanation or rationale for each exception or proposed modification.

BY *(Authorized Signature)*
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

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ATTACHMENT 8
DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a bidder 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.

To submit a bid 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 to submit a bid pursuant to PCC 10477(b). *A copy of the written permission from the Court is included with our bid.*

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 bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

Company Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of* _____ *In the State of* _____ .

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ATTACHMENT 9
Payee Data Record Form

VENDOR DATA RECORD (rev.4/30/04)
NOTE: Governmental entities, federal, state, and local (including public school districts) are not required to submit this form.

1

PLEASE RETURN TO: →→→→

DEPARTMENT/OFFICE

STREET ADDRESS

CITY, STATE, ZIP CODE

PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments.

(See Privacy Statement on reverse)

2

NAME AND ADDRESS

VENDOR'S BUSINESS NAME

Vendor PHONE NUMBER
( ) -

SOLE PROPRIETOR – ENTER OWNER'S FULL NAME HERE (Last, First, M.I.)

MAILING ADDRESS (Number and Street or P.O. Box #)

(City, State and Zip Code)

3

VENDOR ENTITY & PAYMENT TYPE

☐ INDIVIDUAL/SOLE PROPRIETOR (Must provide Social Security #)
☐ PARTNERSHIP
☐ ESTATE OR TRUST
☐ MEDICAL CORPORATION (Including dentistry, podiatry, optometry, etc.)
☐ EXEMPT ORGANIZATION (Nonprofit)
☐ LEGAL CORPORATIONS
☐ LIMITED LIABILITY CORP.
☐ OTHER

☐ Services (Medical or Non-Medical)
☐ Equipment/Supplies
☐ Travel Reimbursement
☐ Rent
☐ OTHER

NOTE
-Government entities
-CO employees are not required to submit this form.

4

VENDOR'S TAXPAYER I.D. NUMBER

SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF REVENUE AND TAXATION CODE SECTION 18646 (See reverse)

FEDERAL EMPLOYERS IDENTIFICATION (FEIN)
☐☐ - ☐☐☐☐☐☐☐

IF VENDOR ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN.

SOCIAL SECURITY NUMBER/ITIN
☐☐☐ - ☐☐ - ☐☐☐☐

IF VENDOR ENTITY TYPE IS INDIVIDUAL OR SOLE PROPRIETOR, ENTER SSN. ITIN/SSN IF RESIDENT OF FOREIGN COUNTRY

NOTE

Payment will not be processed without an accompanying taxpayer I.D. number.

5

VENDOR RESIDENCY DECLARATION For Tax Purposes

All Payments Made By The University Are Subject To Federal and California State Tax Laws

Check All Boxes That Apply

Federal Income Tax Withholding Status (Applies to Individuals Only):
☐ I am a US Citizen ☐ I am a permanent resident alien and I have a green card
☐ I am not a US Citizen and I do not have a permanent resident green card
Note: All foreign citizens/entities must complete a tax analysis before payments can be made.
☐ Tax exempt by tax treaty. Country of residency:

NOTE:
Prior to making payments to foreign citizens, United States tax laws require all employers to perform a tax analysis with respect to country of citizenship to determine residency for Federal tax purposes. (**Please see reverse)**

California State Tax Withholding Status (Applies to All Vendors):
☐ **California Resident** Qualified to do business in CA or have a permanent place of business in CA.
☐ **California Nonresident** (See reverse). Payments to CA nonresidents may be subject to state taxes.
☐ A Waiver from CA state tax withholding is attached (From the California Franchise Tax Board).

☐ All services related to this payment were performed OUTSIDE of the state of California.

NOTE:
An estate is a resident if decedent was a California residen tat time of death. A trust is resident if one or more trustees are CA residents. *Rules of assessing State taxes differ significantly from Federal tax rules.*
(Please see reverse)

6

CERTIFYING SIGNATURE

I hereby certify under penalty of perjury under the law of the State of California that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.

AUTHORIZED VENDOR REPRESENTATIVE'S NAME (PRINT)

TITLE

SIGNATURE

DATE

TELEPHONE NUMBER

VENDOR DATA RECORD

ARE YOU A RESIDENT OR NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate, or trust doing business with the State of California must indicate residency status along with their vendor identification number.

A **corporation** if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as a having a permanent place of business in the this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call 1-800-852-5711
From outside the United States, call 1-916-845-6500
For hearing impaired with TDD, call 1-800-822-6268

ARE YOU SUBJECT TO NON RESIDENT WITHHOLDING?

Payments made to nonresident vendors including corporations, individuals, partnerships, estates and trusts are subject to income tax withholding. Nonresident vendors performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no California tax withholding is required if total payments to the vendor are $1,500 or less for the calendar year.

A nonresident vendor may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted a vendor has a history of filing California returns and making timely estimated payments. If the vendor activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information contact:

Franchise Tax Board
Withhold at Source Unit
Attention: State Agency Withholding Coordinator
P.O. Box 651
Sacramento, CA 95812-0651
Telephone (916) 845-4900
Fax: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

FOREIGN CITIZENS and FOREIGN BUSINESSES
Federal tax withholding regulations differ significantly from California tax withholding requirements. A tax analysis consultation and additional forms must be completed before a payment can be released.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) form the State must provide their Taxpayer Identification Number (TIN) as required by Revenue and Taxation Code Section 18646, to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by Interanl Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is their Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties up to $20,000.00.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in section 1.

NOTE:

An estate is a resident if decedent was California resident at time of death.
A trust is a resident if one or more trustees have California residency.

ATTACHMENT 10
DISEASE/ILLNESS EXCLUSION

CHICKENPOX	ILL CHILD:	Until six days after the appearance of the first crop of blisters.
CONJUNCTIVITIS	ILL CHILD:	May enter room 24 hours after treatment has been started by a physician.
HEADLICE	IIL CHILD:	Infestations are easily treatable using non-prescription drugs. Children are NOT admitted to the room until treated. A second treatment 7-10 days later may be needed. Encourage removal of nits. Should be examined prior to entry into the room.
IMPETIGO	ILL CHILD:	A common name for skin infection. The organisms causing this disease are contagious. NO child shall be permitted in the room until treatment has been started or until free off the disease. Cover oozing areas.
MEASLES (Rubeola, Hard, 10 Day)	ILL CHILD:	Until clinical recovery, but no earlier than four days after appearance of rash. Advise IMMEDIATE IMMUNIZATION of children not previously immunized.
MUMPS (Rubella, German)	ILL CHILD	Until release by a physician or nine days from onset of swelling.
RINGWORM	ILL CHILD	Children before puberty are particularly susceptible. A child diagnosed with ringworm SHOULD NOT be allowed in the room unless placed on a topical regimen or until a negative culture if on systemic therapy alone. Not contagious after topical treatment is started.
SCABIES	. ILL CHILD	Until treated, itching may persist for several days and SHOULD NOT be regarded a sign of infection. May need a second treatment. NOT contagious 24 hours after treatment.
STREPTOCOCCAL INFECTIONS (Scarlet Fever, Strep Throat)	ILL CHILD:	24 hours after antibiotic treatment or until symptoms have disappeared, in which case child may readmitted with a physician's release.

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ATTACHMENT 11

PARENT'S RULES

For Entry Into Children's Waiting Room

This form is to be handed out to each parent, each parent must acknowledge by signature on the registration form that they received a copy of , read and agree to the rules below.

1. The SCCWR accepts all children requiring care while parent(s) have Court related business.
2. Children age 13 or older may use the CWR to assist with watching younger sibling(s) or as approved by the caregiver.
3. Parent must have business in the Superior Court System and must pick up their child(ren) upon completion of that business.
4. Parents MAY NOT leave the Superior Court Building(s) while their child(ren) are in the Children's Waiting Room.
5. The person who signs the child in must also sign out the child. A parent/guardian or authorized person who was present during the drop off of the child, was included in the registration form and presented their valid ID at drop off may also pick up the child.
6. Valid Identification will be required at Drop Off and Pick Up of child(ren). Valid ID is a form of photo identification issued by the California Department of Motor Vehicles, by a government agency or similar. Valid ID will contain person's full name, address and date of birth at a minimum.
7. Parent(s) must notify the children's room staff if they move to another area within the Court System unless they have previously indicated the move on the registration form.
8. Parent(s) will not be able to leave ill children at the CWR.
9. Children's waiting room staff is unable to give any child medication.
10. In the event that the Parent does not pick up the child(ren) at or before the lunch hour (SCCWR is closed from 12:00 p.m. to 1:00 p.m.) or does not pick up the child(ren) at or before the closing of the CWR at 3:30 p.m., CWR staff will notify Child Protective Services.

FAILURE TO FOLLOW THESE RULES MAY RESULT IN LOSS OF PRIVILEGE TO THE USE OF THE SUPERIOR COURT CHILDREN'S WAITING ROOMS

By signing this form I, _____ acknowledge the rules as listed above.
Print Name

x _____ _____
Signature Date

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ATTACHMENT 12

Merced Superior Court

Children's Waiting Room Registration Form

Date: _____

Time In: _____ Parent/Guardian Signature: _____

Time Out: _____ Parent/Guardian Signature: _____

For Staff Use Only

ID VERIFICATION – CA Driver's License #: _____

☐ Other ID (List type and ID #: _____

Name(s) of Child(ren) – You may only list two (2) children per form.

First Name	MI	Last Name	Age	Gender (circle one)
				Male Female
				Male Female

Name(s) of Parent(s) or Guardian Registering Child(ren)

First Name	MI	Last Name

Street Address	Apt #	City, State, Zip

Phone Number	Alternate Number	Location in Court
( )	( )	

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Emergency Contact Information

First Name _____ Last Name _____ ( ) Phone Number _____

Does the registered child(ren) have any allergies, asthma or contagious conditions?

Name of Child _____ List condition(s): _____

Name of Child _____ List condition(s): _____

Consent for Emergency Medical Treatment

As the parent/legal guardian, agency representative or responsible adult, I hereby give consent to the CWR facility to provide all emergency medical treatment for child(ren)'s name(s):

_____
Name of Child

_____
Name of Child

This treatment or care may be given under whatever conditions are necessary to preserve the life, limb or well-being of the above named child(ren).

Parent/Legal Guardian/Agency Representative or Adult Signature _____ Date _____

In addition, I give my permission for my child(ren) to have his/her photograph taken while in the CWR.

Parent/Legal Guardian/Agency Representative or Adult Signature _____ Date _____

I have been given a copy of the Parent Rules and have read and agree to the rules.

Parent/Legal Guardian/Agency Representative or Adult Signature _____ Date _____