

**STANDARD AGREEMENT** rev 1-10-23

AGREEMENT NUMBER

**[number]**

1. In this agreement ("Agreement"), the term "Contractor" refers to **[Contractor name]**, and the term "Court" refers to the **Superior Court of California, County of San Benito**.
2. This Agreement is effective as of January 1, 2023 ("Effective Date") and expires on December 31, 2025 ("Expiration Date"). This Agreement includes one or more options to extend through December 31, 2027.
3. The maximum amount that the Court may pay Contractor for the initial three-year term of this Agreement is **[\$[Dollar Amount]]**. The maximum amount that the Court may pay Contractor during any single year of the initial three-year term of this Agreement is **[\$[Dollar Amount]]**.
4. The purpose or title of this Agreement is: San Benito Dependency Counsel Agreement.

*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 coversheet, the appendixes listed below, and any attachments listed below, contains the parties' entire understanding related to the subject matter of this Agreement, and supersedes all previous agreements, negotiations, representations, commitments, writings, and other communications between the parties.

Appendix A – Services



Appendix B – Payment Provisions

Appendix C – General Provisions

Appendix D – Public Contract Code Provisions

Appendix E – Defined Terms

Appendix F – Data Collection

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
Superior Court of California, County of San Benito	<b>[Contractor name]</b> , a <b>[state]</b> <b>[entity type]</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>
PLACE AND DATE OF EXECUTION Hollister, California on <b>[Date]</b>	PLACE AND DATE OF EXECUTION <b>[City, State]</b> on <b>[Date]</b>
ADDRESS 450 Fourth Street Hollister, CA 95023	ADDRESS <b>[Address]</b>

## **APPENDIX A Services**

**1. Services.** Contract will provide the following services ("Services"):

- 1.1. Representation of Children.** Contractor will provide representation for all children requiring court-appointed counsel at all phases of dependency proceedings in the Court, including (i) detention hearings, (ii) all subsequent proceedings before the Court, (iii) termination proceedings, and (iv) proceedings related to the institution or setting aside of a legal guardianship. As of the Effective Date, there are approximately 48 such children. This client number is a point-in-time figure.

This representation requires, but is not limited to, adherence to the following performance standards:

- A.** Establishing and maintaining an attorney-client relationship, including meeting with a child client in person prior to each court hearing. Meetings with a child client should occur at times that are appropriate for the child (e.g. outside of school hours and court dates) to the extent practicable. If meeting with a child client prior to the initial or detention hearing is impracticable, Contractor may forgo the meeting; however, Contractor must attend the child's initial or detention hearing in accordance with point N below.
- B.** Visiting a child client at each new placement, whenever feasible.
- C.** Conducting thorough, continuing, and independent investigations and interviews at every stage of the proceedings.
- D.** Determining a child client's interests and desires and advocating for those interests and desires.
- E.** Contacting social workers and other professionals associated with a child client's case prior to each hearing, whenever practical and appropriate. This includes contacting Court Appointed Special Advocates (CASA) and school personnel.
- F.** Requesting services (by court order if necessary) to access entitlements and to ensure a comprehensive service plan. This includes requesting services related to Individualized Education Plans (IEPs) and attending meetings related to a child client, as practical and appropriate.
- G.** Monitoring compliance with court orders, including provision of and effectiveness of court-ordered services.
- H.** Filing pleadings, motions, responses, or objections as necessary to represent the child client.
- I.** Preparing for and participating in all hearings, including Welfare and Institutions Code section 241.1 hearings pertaining to current juvenile dependents with a goal of maintaining the dependency jurisdiction wherever possible and appropriate.
- J.** Investigating the interests of a child client beyond the scope of the juvenile dependency proceeding and notifying the Court of issues on behalf of the child client, administratively or judicially. These interests may include:
  - a. School or special education issues;
  - b. Mental health assessment and treatment;
  - c. Immigration;
  - d. Personal injury; and
  - e. Delinquency or status offender matters.

Contractor is not required to provide legal representation regarding any of the above-referenced interests and any representation of these interests is beyond the scope of Services.

- K.** Participating in alternative dispute resolution efforts, including but not limited to family group conferences, team decision making meetings, and mediation, as appropriate and beneficial to the child client.

- L. Determining if appeals and writs are appropriate and, where necessary, filing writs and notices of appeal.
- M. Arranging for substitute representation where necessary to avoid Court delay.
- N. Ensuring that Contractor is in attendance at all child client hearings, including detention hearings.
- O. Explaining to a child client, in an age- and developmentally-appropriate manner, the child client's rights and the expected legal process.
- P. Assisting and guiding a child client with regard to input, information, and decision making.
- Q. Discharging duties in a manner that will reduce case delays by avoiding the need for continuances.
- R. Providing representation to parents, as described in Section 1.2 ("Conflicts Avoidance").

**1.2. Conflicts Avoidance.** Contractor must ensure that conflicts are declared only when an actual conflict exists.

- A. **New Appointments.** Contractor must (i) establish procedures to check for conflicts of interest, and (ii) decline appointment of a new client who presents a conflict of interest with Contractor's present clients.
- B. **Ongoing Clients.** Contractor must establish procedures to determine whether actual conflicts of interest arise among current clients, including within sibling groups, and must advise the Court when such conflicts arise and seek to be relieved of appointment in such cases.
- C. **Realigning Clients.** If a conflict prevents Contractor from representing a child client in a case, Contractor agrees to represent a parent in that case if requested by the Court. Such representation of the parent will be at no additional cost to the Court. Contractor will also represent the parent at hearings set to determine the ability to pay for the cost of court-appointed counsel. If a conflict cannot be avoided through realignment in this manner, the Court will be responsible for locating and compensating substitute counsel for the child.

**1.3. Education and Training.** Contractor must comply with the education and training standards outlined in the California Rules of Court, rule 5.660, and Chapter 13 of the Court's Local Rules. Contractor must attend statewide trainings or conferences as required by the Court.

**1.4. System Meetings.** Upon request of the Court, Contractor must participate in system meetings that are intended to improve services for children and families in dependency court.

**1.5 Deliverables.** Contractor shall deliver to the Court the following work products ("Deliverables"), on or before the applicable due dates.

Deliverable	Description	Due Date
Initial Case Report	A report, in the form specified in Appendix F, listing all current cases in which Contractor is performing Services, including those cases transferred to Contractor from prior counsel.	August 1, 2023
Monthly New Appointment Report	A report, in the form specified in Appendix F, listing all cases to which Contractor was appointed in the prior month to perform Services.	Third business day of each month, unless otherwise directed by the Court.
Monthly Closed Case Report	A report, in the form specified in Appendix F, listing all cases in which Contractor's provision of Services was terminated in the prior month.	Third business day of each month, unless otherwise directed by the Court.
Monthly Staffing Report	A report, in the form specified in Appendix F, with information about Contractor's staff	Third business day of each month,

	assigned to perform Services in the prior month.	unless otherwise directed by the Court.
Monthly Workload Report	<p>A report, in the form prescribed by the Court, with detailed statistical workload data for the prior month. The report must include the following information for all ongoing cases for which Contractor is performing Services:</p> <p>A. The amount of out-of-court time spent on each case each day, including a breakdown of time spent on specific tasks for each case.</p> <p>B. The amount of time spent in court each day, including a daily list of the types of hearings for which an appearance is made.</p>	Third business day of each month, unless otherwise directed by the Court.

Reports must comply with the requirements set forth in Appendix F, as well as other requirements prescribed by the Court. The Court may update the format, content, or schedule of the reports at any time by giving notice to Contractor. The Court may reject any Deliverable that the Court deems unacceptable and may withhold any amount payable to Contractor until Contractor successfully re-delivers the rejected Deliverable to the Court's satisfaction.

- 1.6. **Office Space.** Regardless of caseload, Contractor must provide its own office space within the city limits of Hollister, California for the purpose of meeting and/or interviewing clients. The office space shall be available Monday through Friday by appointment, except for holidays. Contractor will maintain a local 831 phone and fax number.
- 1.7. **Contractor Personnel.** Contractor will maintain adequate Contractor Personnel to perform the Services. Contractor Personnel must demonstrate adequate skills, knowledge and comprehension of the statutory scheme, purposes and goals of dependency proceedings, the specific statutes, rules of court, and cases relevant to the proceedings, and the applicable procedures for filing petitions for extraordinary writs and other documents. Contractor will assign only Contractor Personnel who have sufficient training, education, and experience to successfully perform Services in accordance with this Agreement. Contractor shall endeavor to minimize turnover of Contractor Personnel. If the Court is dissatisfied with any Contractor Personnel, for any or no reason, Contractor shall immediately discontinue such Contractor Personnel's performance of Services and replace such Contractor Personnel with other qualified Contractor Personnel. Upon the Court's request, Contractor will perform a background check on any Contractor Personnel assigned to perform Services. Contractor shall ensure that the following persons are not assigned to perform Services: (i) any person refusing to undergo a background check, and (ii) any person whose background check discloses a Disqualifying Entry. Contractor shall be responsible for the cost of background checks, including background checks for replacement personnel.
- 1.8. **Professional Activities.** Contractor must not restrict its attorneys' abilities to serve on countywide committees, or their abilities to participate in or lead public training seminars or conferences, provided such activities are consistent with the attorneys' obligations as professionals and the performance of the Services.
- 1.9. **Warranty on Services.** Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a professional manner, in accordance with the practices and professional standards used in well-managed firms performing legal services similar to the Services; (ii) the Services will meet the criteria set forth in the Solicitation Document and the Proposal; and (iii) Contractor will perform the Services in a manner consistent with the required level of quality and performance. Contractor warrants that each

Deliverable will conform to the requirements of this Agreement and all applicable specifications and documentation, including the criteria set forth in the Solicitation Document and the Proposal.

- 1.10. Resources.** Contractor is responsible for providing any and all facilities, materials, and resources (including personnel, equipment, and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
- 1.11. Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits, and authorizations required by applicable law for the performance of the Services. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 1.12. Cost Recovery.** Contractor will assist the Court with any collections program implemented by the Court for dependency counsel services. Assistance includes the distribution of financial declaration forms to clients upon initial appointment, and representation of parent clients at hearings set to determine the ability to pay for the cost of court appointed counsel.
- 1.13. Quality Assurance.** The Court or its designee may evaluate Contractor's performance under this Agreement. This evaluation may include assessing Contractor's compliance with Agreement terms and performance standards.
- A. Reviews.** The Court may perform peer, client, and judicial officer evaluations of attorneys, including attorneys providing Services on a subcontracting basis. Contractor agrees to participate in the evaluation process by providing information requested by the Court.
- B. Deficiencies.** Any deficiencies identified by the Court may be reported to Contractor, and may be accompanied by recommended improvements and corrective measures. If Contractor fails to correct any such deficiency, the Court may terminate this Agreement for cause or impose other penalties as specified in this Agreement. Any evaluation of Contractor's performance conducted by the Court is not to be construed as an acceptance of Contractor's work product or methods of performance. Contractor is solely responsible for the work product it delivers under this Agreement.

**3. Project Managers.** The parties' project managers are as follows:

Court's project manager:	Contractor's project manager:
[name] [title] [telephone number] [email address]	[name] [title] [telephone number] [email address]

If the Court's project manager is out of the office or otherwise unavailable, the Court Executive Officer or his or her designee may act as the Court's project manager. The Court may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Subject to written approval by the Court, Contractor may change its project manager without need for an amendment to this Agreement.

## APPENDIX B Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes, or expenses of any nature which Contractor incurs.

2. **Compensation for Services.**

2.1. **Amount.** As compensation in full for the Services to be performed and all Deliverables delivered under this Agreement, Contractor will be paid as follows:

Year	Annual Amount
1 (July 1, 2023 - June 30, 2024)	[Amount]
2 (July 1, 2024 - June 30, 2025)	[Amount]
3 (July 1, 2025 - June 30, 2026)	[Amount]

Payment will be made in twelve (12) equal monthly payments in the manner set forth in Section 5 ("Invoicing and Payment"). The Court is not obligated to make payment to Contractor until all currently-due reports have been submitted to and accepted by the Court Executive Officer, or his or her designee. Compensation as set forth above will be the only payment made by the Court under this Agreement except as set forth in Section 3 ("Expenses"). Except as set forth in Section 3 ("Expenses"), there will be no reimbursement of costs, including any overhead, per diem, travel or other direct or indirect out-of-pocket costs incurred by Contractor, its agents, employees, or Subcontractors under this Agreement.

In the event that the Court exercises the first Option Term (July 1, 2026 – June 30, 2027), the compensation for the first Option Term shall remain at the amount indicated above for Year 3 (July 1, 2025 – June 30, 2026). In the event that the Court exercises the second Option Term (July 1, 2027 – June 30, 2028), the compensation for the second Option Term shall be agreed by the parties and memorialized in an amendment to this Agreement. The compensation for Option Terms is not included in the initial Contract Amount.

2.2. **No Advance Payment.** Invoices will be sent in arrears for Services or Deliverables already accepted. The Court will not make advance payment for Services or Deliverables.

2.3. **Final Payment.** If Contractor received a DVBE incentive in connection with its Proposal, the Court's final payment will be withheld as specified in Appendix D, Section 8 ("Contractor Received a DVBE Incentive").

3. **Expenses.** Except as set forth in this section, no expenses relating to the Services and Deliverables shall be reimbursed by the Court.

3.1. **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, the following categories of expense:

Expense Type
Extraordinary expenses, such as out-of-state travel, transcript fees, and court-ordered professional services (including expert witness or investigator fees), only if such extraordinary expenses are (i) directly related to the Services, and (ii) have been mutually agreed in writing, prior to their incurrence, to be necessary and extraordinary.

- 3.2. Limit on Travel Expenses.** If travel expenses are allowed under Section 3.1 (“Allowable Expenses”): (i) all travel is subject to written preauthorization and approval by the Court, and (ii) all travel expenses are limited to the maximum amounts set forth in the Court’s travel expense policy. Any required air travel will be reimbursed based on coach fare.
- 3.3. Expense Limit.** In no event will the Court reimburse Contractor for allowable expenses in excess of \$3,000 during any year during the Term. The reimbursable expenses for Option Terms are not included in the initial Contract Amount.
- 3.4. Required Certification.** Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
- 4. Taxes.** Unless otherwise required by law, the Court is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. Contractor is responsible for paying all applicable income taxes, including estimated taxes, incurred as a result of the compensation paid by the Court to Contractor for the Services.
- 5. Invoicing and Payment.**
- 5.1. Invoicing.** Within thirty (30) calendar days after the end of each month, Contractor must submit an original invoice for payment for the Services rendered under this Agreement for approval by the Court to:
- Superior Court of California, County of San Benito  
ATTN: Accounts Payable  
450 Fourth Street  
Hollister, CA 95023
- Each invoice must include (i) a reference to this Agreement, (ii) Contractor’s Federal Taxpayer Identification Number, and (iii) any other information and supporting documentation requested by the Court. Contractor shall adhere to reasonable billing guidelines issued by the Court from time to time.
- 5.2. Payment.** After acceptance of the applicable Services or Deliverables, the Court will pay each correct, itemized invoice received from Contractor, subject to any withholding or deduction allowed in this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor’s obligations under this Agreement.
- 5.3. No Implied Acceptance.** Payment does not imply acceptance of Contractor’s invoice or any Services or Deliverables. Contractor shall immediately refund any payment made in error. The Court shall have the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court to Contractor under this Agreement.

## **APPENDIX C**

### **General Provisions**

- 1. Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue. Contractor represents and warrants as follows:
  - 1.1. 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.
  - 1.2. Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.
  - 1.3. 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.
  - 1.4. No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410, or 10411; GC 1090 et seq. or 87100 et seq.; or California Rules of Court, rules 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
  - 1.5. No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a default or a material conflict of interest under any of Contractor's other contracts.
  - 1.6. No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services or deliver Deliverables.
  - 1.7. Compliance with Laws.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services. Neither Contractor nor any of Contractor's subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises. Without limiting the generality of the foregoing, Contractor will comply with the provisions of Welfare and Institutions Code section 317, California Rules of Court, rule 5.660, Chapter 13 of the Court's Local Rules, Business and Professions Code section 6000 et seq., and the Rules of Professional Conduct of the State Bar of California.
  - 1.8. 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.
  - 1.9. Non-Infringement.** The Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation, or violation of, any third party's intellectual property right.
  - 1.10. 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 (GC 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 will notify in writing



each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

- 1.11. National Labor Relations Board Orders.** 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 certifies under penalty of perjury under the laws of the State of California that this representation is true and correct.
- 1.12. Tax Delinquency.** Contractor is not on (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

## **2. Insurance.**

- 2.1. Required Policies.** During the Term Contractor shall maintain in full force and effect at least following insurance:
- A. Commercial General Liability.** Commercial general liability insurance (and if required excess/umbrella Liability insurance) for all of its operations written on an occurrence form with limits of not less than \$1 million per occurrence and a \$1 million annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, subject to the insurance policy limit of liability.
  - B. Commercial Automobile Liability.** If one or more automobiles is used in the performance of the Services, commercial automobile liability insurance covering liability arising out of the operation, use, loading, or unloading of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Services, with limits of not less than \$1 million combined single limit per accident.
  - C. Workers' Compensation and Employers Liability.** If Contractor has employees, statutory workers' compensation insurance for all of the employees who are engaged in the Services, including special coverage extensions where applicable and employer's liability insurance with limits not less than \$500,000 for each accident, \$500,000 as the aggregate disease policy limit, and \$500,000 as the disease limit for each employee.
  - D. Professional Liability.** The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services or the creation of Deliverables under this Agreement, at minimum limits of \$1 million per occurrence and annual aggregate.
- 2.2. General Requirements.** General requirements for Contractor's insurance that is required during the Term:
- A.** Contractor, prior to execution of this Agreement, shall provide the Court with certificates of insurance and signed insurance policy endorsements, on forms acceptable to the Court, as evidence that the required insurance is in effect. The certificates of insurance shall be sent to the Court's project manager.
  - B.** If the insurance expires during the Term, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements, or Contractor may be declared in breach of this Agreement. The Court reserves the right to withhold all payments until the breach is cured to the satisfaction of the Court. Contractor must provide renewal insurance certificates and signed policy endorsements to the Court no later than ten (10) days following the expiration of the previous insurance certificates and signed policy endorsements.

- C. In the event Contractor fails to keep in effect the specified insurance coverage, the Court may, in addition to any other remedies it may have, terminate this Agreement for cause.
  - D. The commercial general liability and commercial automobile liability insurance required by Section 2.1 ("Required Policies"), as well as any excess/umbrella liability insurance that Contractor maintains in compliance with the terms of Section 2 ("Insurance") shall be endorsed to include the Covered Parties as additional insureds, but only with respect to liability assumed by Contractor under the terms of this Agreement or liability arising out of the Services or Deliverables.
  - E. Contractor, and any insurer (by policy endorsement) providing insurance required under the terms of Section 2 ("Insurance"), waives any right of recovery or subrogation it may have against the Covered Parties for direct physical loss or damage to the work, or for any liability arising out of the Services or Deliverables.
  - F. All insurance policies required under Section 2 ("Insurance") shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days' prior written notice to the Court. Contractor shall provide prompt written notice to the Court in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the Court.
  - G. The insurance required under Section 2 ("Insurance") shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the State of California, the Judicial Council of California, or the Superior Court of California, County of San Benito.
  - H. The cost of all insurance required by Section 2 ("Insurance") is the sole responsibility of Contractor.
  - I. Contractor shall require insurance from any subcontractors with substantially the same terms and conditions as required of Contractor under Section 2 ("Insurance").
  - J. If any required policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services and Deliverables. The retroactive date or "prior acts inclusion date" of any such claims made policy must be no later than the date that activities commence pursuant to this Agreement.
3. **Indemnity.** Contractor will defend (with counsel satisfactory to the Court or its designee), indemnify, and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, and (ii) Contractor's (or its employee's, contractor's, or subcontractor's) breach of a representation, warranty, or other provision of this Agreement. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Services or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and each indemnified party shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. 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.
4. **Term.** The Effective Date and initial Expiration Date of this Agreement are specified on the Coversheet. The Court may, at its sole option, extend this Agreement for up to two consecutive one-year terms, at the end of which Option Term(s) this Agreement shall expire. In order to exercise an Option Term, the Court will send Notice to Contractor. The exercise of an Option Term will be effective without Contractor's signature.

## **5. Termination.**

- 5.1. Termination for Convenience.** The Court may terminate this Agreement, in whole or in part, for convenience upon thirty (30) days prior Notice. Except as otherwise directed by the Court, Contractor shall stop performing Services as of the date specified in the Notice.
- 5.2. Termination for Cause.** The Court may terminate this Agreement, in whole or in part, immediately “for cause” if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Court, is not capable of being cured within this cure period); (ii) 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; (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading; or (iv) the Court discovers that Contractor submitted false or misleading information in its Proposal, or altered the text of any form submitted as part of its Proposal.
- 5.3. Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of Contractor if Contractor a natural person. The Court may terminate this Agreement immediately, in whole or in part, upon the death of a general partner of Contractor if Contractor is a partnership.
- 5.4. Termination for Changes in Budget or Law.** The Court’s payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Court may terminate this Agreement or reduce the Services (and reduce proportionately Contractor’s fees) upon Notice to Contractor without prejudice to any right or remedy of the Court if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced, or limited; or (ii) the Court determines that Contractor’s performance under this Agreement has become infeasible due to changes in applicable laws.
- 5.5. Rights and Remedies of the Court.**
- A. Nonexclusive Remedies.** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Court immediately if Contractor is in default under this Agreement, or if a third-party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Court may do any of the following: (i) 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; (ii) require Contractor to enter into non-binding mediation; (iii) exercise, following Notice, the Court’s right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
- B. Replacement.** If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those goods or services. The Court may deduct, from any amounts owed Contractor, either (i) the actual cost of replacement services, or (ii) the Court’s good faith estimate thereof. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods or services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive, or consequential damages. Contractor shall continue any Services not terminated hereunder.

- C. Effect.** In the event of any termination of this Agreement (i) the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; (ii) provided that if the Court's termination is not for cause, the Court shall pay any fees due under this Agreement for Services or Deliverables accepted as of the date of the Court's termination Notice, and (iii) Contractor shall promptly provide the Court with all originals and copies of any Deliverables, including any partially-completed Deliverables-related work product or materials, and any Court-provided materials in its possession, custody, or control.

**5.6. Actions of Contractor Upon Termination or Expiration.** Immediately upon receipt of a termination notice from the Court, Contractor must commence and perform, with diligence, all actions necessary for Contractor to effect the termination of this Agreement on the date specified by the Court and to minimize the liability of Contractor and the Court to third parties as a result of termination. Without limiting the foregoing, Contractor will transfer all client files as directed by the Court. Contractor's actions are subject to the prior approval of the Court, at the Court's sole discretion, and must be in accordance with Contractor's obligations to its clients.

- A. Withdrawal and Tail Representation.** Contractor must continue to represent existing clients until Contractor withdraws as counsel of record (or substitute counsel) without prejudice to the interests of Contractor's clients and without violating any law, rule, or regulation.
- B. Release from Performance of Services.** Contractor will be released from performing Services to the extent Contractor effectively withdraws as counsel of record (or substitute counsel) as described in Section 5.6(A) ("Withdrawal and Tail Representation"). If Contractor cannot be released from performing Services due to an inability to withdraw as described in Section 5.6(A) ("Withdrawal and Tail Representation"), Contractor must give the Court as much notice as possible before the date on which the termination is effective. Contractor's notice must describe each affected matter and the basis for Contractor's inability to withdraw, and Contractor and the Court will then confer in good faith. If a court orders Contractor to continue the representation of a client or, using its reasonable judgment, the Court determines that Contractor's assertions of its inability to withdraw warrant continued representation because withdrawal is not permitted for the reasons described in Section 5.6(A) ("Withdrawal and Tail Representation"), then the affected matter will be a "Tail Matter."
- C. Tail Matters.** The provisions of this Agreement will survive any expiration or termination of this Agreement until the Resolution Date, with the following exceptions:
- (i) Contractor will continue to perform Services solely in connection with Tail Matters.
  - (ii) Compensation after the termination date will be at a rate of \$65 per hour for legal services satisfactorily performed in connection with the Tail Matters. Contractor's invoices will be subject to approval by the Court.
  - (iii) The Court will reimburse Contractor for any direct, reasonable, actual expenditures for third-party experts in connection with the Tail Matters, if contained in a court order.

**5.7 Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

## **6. Subcontracting and Assignment.**

**6.1. Subcontracting Request.** Contractor will provide documentation demonstrating that any proposed subcontractor is experienced and able to perform that portion of the Services

Contractor wishes to subcontract. Contractor must contractually require all subcontractors to comply with the provisions of this Agreement.

- 6.2 Consent Required.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns. Contractor will provide copies to the Court of all agreements with subcontractors who perform Services under this Agreement. The Court's approval of subcontracts does not excuse Contractor from any of its duties under this Agreement.

- 7. Notices.** Notices must be sent to the following address and recipient:

If to Contractor:	If to the Court:
[name] [address] phone: [phone #] fax: [phone #]	Superior Court of California, San Benito County ATTN: Court Executive Officer 450 Fourth Street Hollister, CA 95023

Either party may change its address or recipient for Notices by giving the other party Notice of the new address or recipient in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail, or one (1) day after delivery to an overnight air courier service.

**8. General.**

- 8.1. Independent Contractor.** Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists or is created between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor, the Court may terminate this Agreement immediately upon Notice.
- 8.2. Audit.** Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit.
- 8.3. Confidential Information.** During the Term and at all times thereafter, Contractor will: (i) hold all Confidential Information in strict trust and confidence, (ii) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (iii) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to Contractor Personnel who need to know that information in order to perform work hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. This section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information.

Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or the Court's designee, or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

- 8.4. Ownership of Deliverables.** Contractor hereby assigns to the Court ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Court.
- 8.5. Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court Executive Officer.
- 8.6. Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under 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.
- 8.7. Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by the Court Executive Officer. A waiver of enforcement of any of this Agreement's terms or conditions by the Court is effective only if expressly agreed in writing by the Court Executive Officer. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 8.8. Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 8.9. Commencement of Performance.** This Agreement is of no force and effect until signed by the Court. Any commencement of performance prior to the Court's signature shall be at Contractor's own risk.
- 8.10. Miscellaneous.** This Agreement may be executed in counterparts, each of which is considered an original. If any part of this Agreement is held unenforceable, all other parts remain enforceable. 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 Civil Code section 1654. Contractor will maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles. Time is of the essence in Contractor's performance under this Agreement. All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

## **APPENDIX D**

### **Public Contract Code Provisions**

This Appendix D contains provisions required for compliance with part 2.5 of the Public Contract Code, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual adopted pursuant thereto.

The sections in this appendix are applicable only to the types of agreements specified in the heading of each section. If this Agreement is not of the type described in the heading of a section, then that section does not apply to this Agreement.

- 1. The Contract Amount is over \$10,000.** This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.
- 2. The Contract Amount is over \$50,000.** No Court funds received under this Agreement will be used to assist, promote, or deter union organizing during the Term.
- 3. The Contract Amount is \$100,000 or More.** Contractor certifies that it is, and will remain throughout the Term, in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provisions of benefits on the basis of an employee's or dependent's actual or perceived gender identity. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department. Contractor certifies under penalty of perjury under the laws of the State of California that the following is true and correct: (a) Contractor is in compliance with Civil Code section 51 (the Unruh Civil Rights Act, or "UCRA") and GC 12960 et seq. (the California Fair Employment and Housing Act or "CFEHA"); and (b) Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including the nation and people of Israel, that is used to discriminate in violation of the UCRA or CFEHA.
- 4. The Contract Amount is over \$200,000.** If this Agreement is for services (excluding consulting services as discussed in PCC 10355.5), then Contractor will give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 5. The Contract Amount is \$1,000,000 or More.** Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).
- 6. This Agreement includes the Purchase of Certain Goods, or is for the Provision of Printing, Janitorial, or Building Maintenance Services.** If Contractor will sell to the Court, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the PCC

12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this section shall specify that the cartridges so comply.

7. **This Agreement includes the Purchase of Legal Services.** Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Court; (ii) adhere to litigation plans designated by the Court, if applicable; (iii) adhere to case phasing of activities designated by the Court, if applicable; (iv) submit and adhere to legal budgets as designated by the Court; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Court; and (vi) submit to legal bill audits and law firm audits if so requested by the Court, whether conducted by employees or designees of the Court or by any legal cost-control provider retained by the Court for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Court. If (a) the value of this Agreement is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in Business and Professions Code section 6213, during each year of this Agreement equal to the lesser of either (I) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (II) the number of hours equal to ten percent (10%) of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.
8. **Contractor Received a DVBE Incentive.** Contractor's failure to meet the DVBE commitment set forth in its Proposal constitutes a breach of this Agreement. If Contractor uses DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its Proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must, no later than the date of Contractor's final invoice, certify in a report to the Court: (a) the total amount of money Contractor received under this Agreement, (b) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with this Agreement, (c) the total amount of money and percentage of work Contractor committed to provide to each DVBE subcontractor, (d) the total amount of money each DVBE subcontractor received from Contractor in connection with this Agreement, and (e) that all payments under this Agreement have been made to the applicable DVBE subcontractors. Upon request by the Court, Contractor shall provide proof of payment for the work.

Pursuant to Military and Veterans Code section 999.7, the Court will withhold \$10,000 from the final payment to Contractor (or withhold the full final payment if it is less than \$10,000) until Contractor submits a complete and accurate certification as specified above. The Court will allow Contractor to cure the deficiency after written notice of Contractor's failure to complete and submit a complete and accurate certification. If after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice Contractor fails to comply with the certification requirements, the Court shall permanently deduct \$10,000 from the final payment to Contractor (or the full payment, if less than \$10,000).

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances, and statutes that govern the DVBE Program, including Military and Veterans Code section 999.5.

9. **This Agreement Resulted from a Competitive Solicitation.** Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part



2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (i) the Court has not been injured thereby, or (ii) the Court declines to file a court action for the cause of action.

- 10. This Agreement will be Performed in California.** If Contractor is a corporation, LLC, or LP, then Contractor is, and will remain during the Term, qualified to do business and in good standing in California.

## **APPENDIX E**

### **Defined Terms**

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

**“Agreement”** is defined on the Coversheet.

**“Confidential Information”** means: (i) any information related to the business or operations of the Court, including information relating to the Court’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Court (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the Court’s satisfaction that: (a) Contractor lawfully knew prior to the Court’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

**“Contract Amount”** is defined on the Coversheet. The Court will increase the Contract Amount, without need for an amendment to this Agreement, if it exercises an Option Term.

**“Contractor”** is defined on the Coversheet.

**“Contractor Personnel”** means Contractor’s employees and independent contractors who are assigned to perform Services.

**“Court”** is defined on the Coversheet.

**“Covered Parties”** means (i) the State of California, (ii) the Judicial Council of California, (iii) the Superior Court of California, County of San Benito, and (iv) their respective elected and appointed officials, judges, officers, and employees.

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

**“Deliverables”** is defined in Appendix A.

**“Disqualifying Entry”** means (i) a conviction or charge pending court disposition with respect to felonies or misdemeanors involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, moral turpitude, drugs (excluding misdemeanor marijuana convictions), or sexual activity; (ii) a conviction or charge pending court disposition involving a serious felony which is listed in Penal Code section 1192.7(c) or any violent felony which is listed in Penal Code section 667.5(c); (iii) a conviction or charge pending court disposition with respect to felonies or misdemeanors contributing to the delinquency of a minor; (iv) a conviction or charge pending court disposition with respect to felonies or misdemeanors involving mob action (a.k.a. gang activity); (v) an outstanding bench warrant; or (vi) a failure to appear in court within six months.

**“DVBE”** means a disabled veteran business enterprise.

**“Effective Date”** is defined on the Coversheet.

**“Expiration Date”** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term exercised by the Court.

**“GC”** refers to the California Government Code.

**“Initial Term”** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

**“Judicial Branch Entity”** or **“Judicial Branch Entities”** means the Court and any other California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

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

**“Notice”** means a written communication from one party to another that is (i) delivered in person, (ii) sent by registered or certified mail, or (iii) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

**“Option Term”** means a period through which this Agreement may be or has been extended by the Court.

**“PCC”** refers to the California Public Contract Code.

**“Proposal”** means the proposal that Contractor submitted in response to the Solicitation Document.

**“Resolution Date”** means the earlier of (i) the Expiration Date, (ii) the date on which Contractor successfully withdraws as counsel of record in all matters as described in Appendix C, Section 5.6(A) (“Withdrawal and Tail Representation”), and (iii) the date on which all Tail Matters have been resolved.

**“Services”** is defined in Appendix A.

**“Solicitation Document”** means a request for proposal, request for quote, invitation to bid, or other solicitation document issued by the Court in connection with this Agreement.

**“Tail Matter”** means a matter meeting the criteria set forth in Appendix C, Section 5.6(B) (“Release from Performance of Services”).

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

## **APPENDIX F Data Collection**

### **Initial Case Report**

#### **Form 1**

- Col. A** Using one line per client, enter the case numbers for each open case you have at the start of the Agreement.  
\*\* If your client is a parent with multiple children and related multiple case numbers, list all case numbers on one line.  
\*\* If your client is a sibling group with different case numbers, list each case number on a separate line, otherwise, use one case number and indicate the number of children in the sibling group.
- Col. B** Indicate the party that you/your office represent(s).
- Col. C** Indicate the number of children in the sibling group if multiple children are associated with the case number in Column A.
- Col. D** Enter your office's appointment date for the case.

### **Monthly New Appointment Report**

#### **Form 2**

- Col. A** Using one line per client, enter the case numbers for each new case that you were appointed to for the given month.  
\* If your client is a parent with multiple children and related multiple case numbers, list all case numbers on one line.  
\*\* If your client is a sibling group with different case numbers, list each case number on a separate line, otherwise, use one case number and indicate the number of children in the sibling group.
- Col. B** Enter the initial appointment date.
- Col. C** Indicate the party represented
- Col. D** Indicate the number of children in the sibling group if multiple children are associated with the case number in Column A.

### **Monthly Closed Case Report**

#### **Form 3**

In the table enter the case numbers for any cases that were closed or for which your office's representation was terminated for the given month.

### **Monthly Staffing Report**

#### **Form 4**

This form is designed to determine the number of full-time (FTE) staff assigned to work on dependency cases. Please do not include independent consultants that provide work on a contractual basis.

- Col. A** Indicate the number of FTE attorneys assigned to work on dependency cases.
- Col. B** Indicate the number of staff FTE social workers or investigators assigned to work on dependency cases.
- Example:** 1.0 FTE – 100% time spent on dependency  
.5 FTE = 50% time spent on dependency

[illegible]

## Monthly New Appointment Report Form 2

[illegible]

## Monthly Closed Case Report Form 3

[illegible]

**Monthly Staffing Report  
Form 4**

Monthly Staffing Report	
<b>Organization or Attorney Name:</b>	
<b>Court:</b>	San Benito Superior Court
<b>Col. A</b>	<b>Col. B</b>
<b>Number of FTE Attorneys Assigned to Dependency</b>	<b>Number of FTE Social Workers or Investigators Assigned to Dependency</b>