

Request For Proposals
RFP #MCSC 09-10-003-FL

FAMILY LAW INVESTIGATOR	
Issue Date:	June 2, 2010
Re:	REQUEST FOR PROPOSALS for investigation services as required by the Superior Court of California, County of Monterey (“Court”)
Action:	You are invited to review and respond to the attached Request for Proposal (“RFP”)
Questions Deadline:	Questions must in writing and received no later than 4:00 P.M., Monday, June 14, 2010
Response to Questions:	All questions and the Court’s responses will be posted on the Court’s web site no later than noon Monday, June 21, 2010
Proposal Deadline:	Proposals must be received no later than 4:00 P.M., Monday, June 28, 2010. Postmarks will not be accepted
Submission of Proposal:	Proposals should sent or delivered to: Superior Court of California, County of Monterey Attn: Lenor R. McLaughlin, Director - Court Operations 1200 Aguajito Road Monterey, CA 93940
Contact for further information:	Lenor R. McLaughlin, Director – Court Operations Phone: (831) 647-5830 Lenor.mclaughlin@monterey.courts.ca.gov

A. Intent

It is the intent of the RFP to solicit proposals from qualified investigators (“bidders”) to support the Court process by conducting investigations of child custody and/or visitation disputes.

B. Background

In any contested proceeding involving child custody or visitation rights, the Court may appoint a child custody evaluator whenever the court determines it is in the best interests of the child. The Court is seeking a contract Investigator, as defined in Family Code section 3110, to conduct child custody evaluations under Family Code section 3111, Evidence Code section 730, or Code of Civil Procedure section 2032. Fluency in the Spanish language is highly desirable.

C. Workload

The number of child custody investigations which can be assigned in the future cannot be accurately projected although there are currently no modifications planned in court operations which would suggest a significant change in the number of investigations assigned. Information as to the actual amount of time spent by investigators in investigating, preparing for, or appearing at hearings in child custody proceedings is not available.

Completed reports data, as derived from the court’s contract investigator’s monthly reporting of investigations assigned and reports completed is approximate. If calendar years 2008 and 2009 are consistent with the past three calendar years, an investigator, on average, could be assigned 297 investigations and complete 408 reports each fiscal year. There is no guarantee of maximum or minimum assignments.

Calendar Year	Investigations Assigned (approximate)	Reports Completed (approximate)
2009	317	406
2008	285	433
2007	290	386

D. Scope of Services

The contract Investigator will support the Court process by conducting field investigations of child custody and visitation disputes.

Services may include:

- Review case files and extract data pertinent to initiating investigations.
- Consult with attorneys of record and other court personnel regarding the parties and issues in assigned cases.
- Conduct field and office interviews with parents, minor relatives, teachers, day care providers, health care professionals, neighbors and others.
- Make field visits to report on the living conditions and environment at homes, day care and other relevant facilities.
- Obtain, review and analyze medical and mental health records, law enforcement records, school records and relevant information from public and private agencies.
- Prepare reports and recommendations for the court, and maintain necessary files, records and statistics.
- Testify in court on findings of investigations.

E. Specifics of Responsive Proposal

The following information shall be included in the response:

Name, address, telephone & fax numbers, email address, if available, and social security number or tax identification number.

One original signed by the bidder and five copies.

A narrative overview describing the background and experience of the bidder, including, but not limited to:

Knowledge of:

1. State laws and regulations, and court procedures regarding child custody and visitation matters.
2. Principles of adult psychopathology, child and family psychology and child development.
3. Effects of marriage dissolution and domestic violence on children.
4. Principles and techniques of interviewing, case investigation and critical evaluation.

Skill to:

1. Conduct interviews, and gather and analyze facts regarding family circumstances and relationships.
2. Communicate effectively with court officials, minors, parents, school officials and others involved in child custody cases.
3. Write clear and concise reports, correspondence, evaluations and recommendations
4. Work effectively under pressure in emotionally charged situations.
5. Maintain records including sensitive and confidential material.
6. Prepare statistical reports.

Education, Experience, and Training:

The contract investigator must meet the education, experience, and training requirements adopted under the authority of article VI, section 6 of the California Constitution and Family Code sections 211 and 3110.5 as established by California Rule of Court, rule 5.225 and rule 5.230 (Exhibit A). In addition to listing qualifying education, experience, and training, the bidder, if requested, must be able to demonstrate to the Court how he/she will meet on-going requirements during the term of the contract. The proposal should include copies of any relevant certificates and/or licenses held by the bidder.

Names, addresses, and telephone numbers of clients for whom the bidder provided similar service. The Court may contact any references listed by the bidder.

Responsive proposals should provide clear, concise and complete information that satisfies the requirements noted above. Emphasis should be placed on skills and experience that respond to the needs of the Court, and the requirements of this RFP.

F. Fee Proposal

The proposal should include the bidder's proposed fee schedule.

G. Submission of Proposals

The Court reserves the right to reject any and all proposals, and to issue similar RFPs in the future. All responses to this RFP become the property of the Court. This RFP is not an agreement, obligation, contract or offer of employment. Neither the Court, the Administrative Offices of the Court (AOC), or the State of California is responsible for the cost of proposal preparation. Proposals must be signed by the bidder or by a duly authorized officer of the proposing organization, delivered along with all required documents, and plainly addressed to the Court as specified in the RFP. One copy of each submitted proposal will be retained for official files as a public record.

Proposals will be accepted until the date and time specified on the RFP; no postmarks will be accepted. Use of U.S. Mail or other delivery service will be at the bidder's risk. Proposals received after this date will not be considered. Facsimile transmission of proposals is not acceptable. The original and five copies must be completed and submitted as outlined herein.

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the bidder that are submitted as part of the proposal will become the property of the Court when received by the Court and may be considered public information under applicable law. Any proprietary information in the proposal should be identified as such. The Court will not disclose propriety information to the public, unless required by law; however, the Court cannot guarantee that such information will be held confidential. (CA Rules of Court, rule 10.500.)

H. Errors in RFP; Requests for Clarification and Modification

If a bidder submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately provide the Court with written notice of the problem and request that the Court clarify or modify this RFP. Without disclosing the source of the request, the Court may modify the RFP by posting an addendum on the Court's web site. It is the bidder's responsibility to review addendums on the web site.

If a bidder submitting a proposal believes that one or more of the RFP's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the bidder may submit a written request that the Court change the RFP. The request must set forth the recommended change and bidder's reasons for proposing the change.

If prior to the date fixed for submission of proposals a bidder submitting a proposal knows of or should have known of an error in the RFP, but fails to notify the Court of the error, the bidder shall respond at its own risk. If the bidder is awarded a contract, he/she shall not be entitled to additional compensation or time by reason of the error or its later correction.

I. Questions

If a bidder's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to other bidders, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder 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 bidder will be so notified.

If a prospective bidder has any questions relating to this Request for Proposals, the questions, in writing, must be received by the Court representative by 4 P.M., June 14, 2010. Questions will not be accepted by FAX, telephone or orally. All questions and responses thereto will be posted on the Court's web site by noon June 21, 2010. It is the bidder's responsibility to review questions and responses on the web site. The Superior Court of California, County of Monterey reserves its rights to decline to respond to any questions if, in the Court's assessment, the information cannot be obtained and shared with all potential persons in a timely manner.

J. Addenda

The Court may modify the RFP by posting an addendum on the Court's web site. It is the bidder's responsibility to review addendums on the web site. If any bidder determines that an addendum unnecessarily restricts its ability to submit a proposal, it must notify Lenor R. McLaughlin, Director - Court Operations, no later than 4 PM, June 21, 2010.

K. Withdrawal and Resubmission/Modification of Proposal

A bidder may withdraw his/her proposal at any time by notifying the Court in writing of his/her withdrawal. The bidder must sign the notice. The bidder may thereafter submit a new or modified proposal by the deadline date and time specified on the RFP. Modification offered in any other manner, oral or written, will not be considered.

L. Evaluation of Proposal

The Court reserves the right to award a contract to the bidder that presents the proposal that, in the sole judgment of the Court, best accomplishes the desired results. The Court also reserves the right to reject any or all proposals, to waive minor irregularities, or to negotiate minor deviations with the successful bidder. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the RFP.

During the evaluation process, the Court may require a bidder to answer questions with regard to the bidder's proposal. It may be necessary to interview one or more bidders to clarify aspects of their proposals. Interviews, if any, may be conducted in person or by telephone call. Failure of a bidder to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive. The Court will evaluate the proposal using the following criteria:

- Responsiveness of the proposal;
- Qualifications pursuant to California Rule of Court, rule 5.225 and rule 5.230 and Family Code section 3110, et seq.;
- Experience on similar engagements;
- Experience and expertise of bidder;
- Fee proposal; and
- Responses to client reference inquiries.

M. Selection

Award of a contract shall not be based on cost alone, but on the strength of qualifications of the bidder and the bidder's capability of providing the services outlined in the RFP. The Court will rank the proposals in descending order of preference. The Court will then elect the preferred proposals. All bidders shall be notified of the proposals which are ranked highest. No other information will be released.

The Court and the highest ranked bidders shall negotiate terms of a contract consistent with the RFP and the proposal. If an agreement is not reached within a reasonable, the Court reserves its right to terminate negotiations, suspend the process entirely or request new proposals. There shall be no appeal of any decision of the Court, or any Court representative.

Selected bidder(s) will enter into a contract with the Court on the terms and conditions set forth in Section O of this RFP. **The selected bidder must also execute a License Agreement for the use of Court premises, if required, with the Administrative Office of the Courts (AOC) within 45 days of the execution of the Agreement between the Court and the bidder.** (Exhibit C.) It is the responsibility of the bidder to contact the AOC.

N. Protest Procedures

1. General

The failure of bidder to comply with the protest procedures set forth in this Section will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

2. Protest Prior To or After Submission of Proposal

An interested party that is an actual or prospective bidder with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time.

The protestor will have exhausted all administrative remedies such as Errors in RFP, Request for Clarification and Modification, Questions, and this Section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

3. Protest After Award

A bidder submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if the bidder meets all of the following conditions:

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

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

4. Form of Protest

A bidder who is qualified to protest should submit the protest to:
Superior Court of California, County of Monterey
Finance Department - Contracts & Procurement
Attn: Christine Ace
240 Church Street
Salinas, CA 93901

The Finance Department will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and all supporting documentation must be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest, but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

5. Determination of Protest Submitted Prior To or After Submission of Proposal

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

6. Determination of Protest Submitted After Award

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the bidder. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party must follow

the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

7. Appeals Process

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

The justification for appeal is limited to:

- A. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
- B. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- C. The decision of the Contracting Officer was in error of law or regulation.

The request for appeal shall include:

- (1.) The name, address, telephone and facsimile numbers, and email address of the bidder filing the appeal or their representative;
- (2.) A copy of the Contracting Officer's decision;
- (3.) The legal and factual basis for the appeal; and
- (4.) The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Court Executive Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the Court's final action.

8. Protest Remedies

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

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

O. Contract Terms

A contract, if awarded, will include at a minimum the following provisions:

I. SERVICES TO BE PROVIDED

- 1.01. **Investigator.** The Investigator shall provide the services set forth in this Agreement, as assigned by the Court in compliance with the terms of this Agreement.
- 1.02. **Nature of Services Provided.** The Investigator shall conduct all assigned investigations of child custody, guardianship, and/or visitation disputes, subject to the limits set forth in Exhibit A. An investigation consists of an interview or interviews with those individuals involved in a dispute about custody or visitation and those individuals and/or agencies possessing relevant information regarding the dispute, which culminates in either an agreement or written report with a recommendation filed with the Court, or written status report presented to the Court. The manner of conducting the investigations and number of sessions held for each investigation shall be left to the professional discretion of the Investigator according to his professional training and ethics and statutory requirements. Scheduling of days and hours will be the responsibility of the Investigator.

The Investigator shall conduct an investigation and prepare a report to the Court concerning each assigned investigation. The report shall be completed within 50 days from the date of referral, unless extended by the Court. The Investigator shall submit any request for rap sheets to the Court a minimum of 10 days prior to the hearing date unless an investigation is ordered immediately by the judge. The Investigator will make him/herself available, upon reasonable notice, to testify in court regarding the investigation. The Investigator shall at all times be governed solely by the interest of the Court in ensuring that the rights and the best interests of the child(ren) are protected.

- 1.03. **Expert Professional Services.** It is expressly understood by the parties to this Agreement that the Court is purchasing the expert professional services of the Investigator and that Investigator has the requisite training, skill, and qualifications to perform the services hereunder.
- 1.04. **Monthly Reports.** The Investigator shall submit to the Court a monthly report setting forth in detail the number of investigations accepted, conducted, and completed during the previous month and such other information as the Court may require. The Investigator shall submit the report each month prior to receiving payment for services rendered in the preceding month and in any event shall submit such report no later than the fifteenth day of the month for services rendered in the preceding month.
- 1.05. **Subcontractor Requirements.** Investigator may subcontract with another investigator provided that any such subcontractor is fully competent, qualified to perform the required services, and meets all statutory requirements under this Agreement; Investigator must provide proof to Court prior to using services of a subcontractor. Notwithstanding any such subcontract, Investigator shall continue to be liable for the performance of all requirements under this Agreement. Investigator agrees that any and all contract agreements entered into for performance of the work under this Agreement shall be in writing, shall include the nondiscrimination and harassment and compliance provisions set forth in Section VII of this

Agreement, and shall provide insurance coverage for subcontractor or require subcontractor to maintain insurance coverage such that subcontractor's services are insured under the terms and conditions set forth in Section IV of this Agreement. Any such subcontract shall be attached as an exhibit to this Agreement and incorporated by reference hereto.

- 1.06. **Facilities and Supplies.** The Investigator shall provide all necessary supplies, equipment, and support staff for the performance of his duties under this Agreement except as provided herein. The Investigator may, as needed, arrange with the Court to use a room at the courthouse in Salinas or Monterey to conduct interviews. No room in a courthouse is exclusively and permanently dedicated for the use by the Investigator. If appropriate, the Investigator must execute a License Agreement for the use of Court premises with the Administrative Office of the Courts (AOC) within 45 days of the execution of the Agreement between the Court and the Investigator. It is the responsibility of the Investigator to contact the AOC. (See Exhibit C for contact information.)The Investigator may use the Court's telephone at the courthouse to conduct interviews, but the Investigator shall log all long distance calls placed from a Court's telephone. Investigator shall deliver the log of long distance phone calls to the Court Executive Officer or designee not later than the tenth day of each month. Investigator will provide his own clerical support to schedule interviews, to prepare reports, and status forms, and obtain CLETS information, among other services. Other than as stated herein, the Court will not provide for Investigator's use of copy machines, fax machines, telephones, or other type of office support equipment. The Investigator may not use any Court's facilities, Court letterhead, supplies, or resources for any purpose without the written consent of the Court.
- 1.07 **Access to Court facilities.** The Investigator is allowed access to Court facilities based on the approved access control policy. "All contractors are permitted access to the Court during regular working hours from 7:30 AM to 5:00 PM, Monday through Friday, unless otherwise authorized by the Court's Executive Management or designee. Contractors will have access only through Express Lanes, Public Exterior Building Entrances and pre-approved general internal entrances."
- 1.08 **Maintenance of Credentials.** The Investigator agrees to maintain the credentials and obtain the training required by statute for the conduct of child custody, guardianship, and/or visitation investigations pursuant to this Agreement. Investigator will provide proof annually to the Court's Executive Officer that the licensing requirements set forth in Family Code section 3110.5(c)(1)-(5) effective January 1, 2010 are met. Investigator will immediately notify the Court if Investigator's credentials become compromised. The Court will not compensate the Investigator for costs associated with the maintenance of credentials.
- 1.09 **Continuing Education.** The Court will not reimburse or compensate the Investigator for the costs of continuing education related to child custody, and/or visitation disputes. This includes, but is not limited to, travel, lodging, meals and other expenses for conferences, training sessions, classes, seminars and reference materials.

II. PERFORMANCE

- 2.01. **Level of Service.** The Investigator shall meet the contracted level of service and the specified performance standards unless prevented from doing so by circumstances beyond the Investigator's control, including but not limited to natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.
- 2.02. **Conflict of Interest.** The Investigator agrees to abide by the Court's conflict of interest policy, a copy of which is attached as Exhibit A and incorporated herein by reference.
- 2.03. **Quality of Services.** The Investigator shall perform all work required by this Agreement in a competent manner and in conformity with the highest professional standards and practices.
- 2.04. **Compliance with Law.** The Investigator shall fully comply with all applicable laws, rules, and regulations in providing services pursuant to this Agreement.

III. PAYMENTS BY THE COURT

- 3.01. **Compensation.** The compensation covers all interviews, regardless of the number held. The Court will not provide additional compensation for costs associated with travel or any other expenses except as provided herein.
- 3.02. **Maximum and Monthly Payments by Court.** Subject to the limitations set forth herein, the Court shall pay the Investigator a monthly payment equal to 1/12 of the maximum compensation for the term of this Agreement, payable on or before the fifteenth day of each month during the term of this Agreement for those services rendered in the immediate preceding month pursuant to this Agreement. The maximum compensation to be paid by the Court to Investigator from **July 1, 2010 through June 30, 2011** is **[to be determined]**. Warrants for payment shall be made in the name of **[to be determined]**.

IV. INDEMNIFICATION AND INSURANCE

- 4.01. **Indemnification.** The Investigator shall indemnify, defend, and hold harmless Judicial Branch Entities and Judicial Branch Personnel, to the extent permitted by applicable law, from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities and losses occurring or resulting to any person, firm or corporation for damage, injury, or death arising out of or connected with the Investigator's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the Court. "Investigator's performance" includes Investigator's action or inaction and the action or inaction of Investigator's officers, employees, and agents.
- 4.02. **Insurance Limits.** Without limiting Investigator's duty to indemnify, Investigator shall maintain in effect throughout the term of this Agreement a policy or policies of insurance

with the following minimum limits of liability.

- (a) Business/commercial/general or malpractice supplemental liability, including but not limited to bodily injury, personal injury, and property damage, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence; and
- (b) Comprehensive automobile liability covering all motor vehicles, including owned, lease non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence; and
- (c) If Investigator employs others in the performance of this Agreement, Investigator shall maintain workers' compensation insurance in accordance with California Labor Code section 3700 and with a minimum of One Hundred Thousand Dollars (\$100,000.00) per occurrence for employer's liability.

4.03. **General Insurance Requirements.** All insurance required by this Agreement shall be with a company authorized by law to transact insurance business in the State of California. Liability insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two years following the date Investigator completes performance of services under this Agreement.

Each liability policy shall provide that the Court shall be given notice in writing at least ten (10) days in advance of any reduction in coverage, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Commercial general liability and automobile liability policies shall provide an endorsement naming the Judicial Branch Entities and Judicial Branch Personnel as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Court and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.

Prior to the execution of this Agreement by the Court, Investigator must file properly endorsed certificates of insurance with the Court's Contract Administrator, showing that the Investigator has in effect the insurance required by this Agreement. **The Court will not execute this Agreement, and no payment will be made for any work commenced by Investigator, unless the certificates of insurance are on file.** Any commencement of performance prior to execution of this Agreement shall be done at the Investigator's own risk. The Investigator must file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

- 4.04. For the purposes of this Agreement “Judicial Branch Entity” means any Superior Court, Court of Appeal, the Supreme Court, the Judicial Council, or the Administrative Office of Courts, and “Judicial Branch Personnel” means members, judges, judicial officers, subordinate judicial officers, directors, officers, employees, agents, consultants, and volunteers of a Judicial Branch Entity.

V. RECORDS AND CONFIDENTIALITY

- 5.01. **Confidentiality.** The Investigator and his employees, and agents shall comply with any and all applicable federal, state, or local laws which provide for the confidentiality of records and prohibits their being opened for examination for any purpose without proper court or client authorization. Confidential medical or personal records and the identities of parties shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by the Investigator from access to any such records and from personal contact shall be used by the Investigator only in connection with his conduct under this contract.
- 5.02. **Maintenance and Availability of Records.** The Investigator shall prepare and maintain all reports and records that may be required by federal, state, or county rules and regulations and the Court’s Contract Administrator and shall furnish such reports and records to the Court and to the state and federal governments, upon request in compliance with applicable rules of confidentiality.

Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject to the examination and audit of the State Auditor, at the request of the Court or as part of any audit of the Court, for a period of three years after final payment under the Agreement. The audit will be confined to those matters connected with the performance of this Agreement, including but not limited to the costs of administering the Agreement.

- 5.03. **Retention of Records.** The Investigator shall maintain and preserve Investigator's records related to this Agreement for the minimum period required by law, but in no event for less than a minimum of four years after final payment under this Agreement.
- 5.04. **Court Case Files.** Investigator shall not remove a Court case file from the Court’s offices.

VI. TERM and TERMINATION OF AGREEMENT

- 6.01.. Term.** Commencing upon the Effective Date of July 1, 2010, the Agreement shall continue in full force and effect for a further period of one fiscal year, unless earlier terminated in accordance with the termination provisions. At the Court’s option and in its sole discretion, the Agreement may be renewed for up to two (2) additional consecutive one (1) year terms, contingent upon certification by the Court Executive Officer or designee that services provided by the contractor have been satisfactory. Each succeeding Agreement shall be renewed subject to the availability of approved funding. If the Court elects to extend the term of this

Agreement, the Court may negotiate price adjustments applicable during the option period and any agreed-upon price adjustments will be set forth in a written amendment to this Agreement.

6.02. Termination for Convenience. The Court or Investigator may terminate this Agreement, in whole or in part, without cause and for convenience by providing the other party with sixty (60) days prior written notice specifying the extent of termination and the effective date thereof. If necessary, the parties will discuss payment and performance of any services outstanding at the proposed date of termination.

6.03. Termination for Cause. The Court may, by written notice to Investigator, terminate this Agreement in whole or in part immediately upon occurrence of either of the following events (Default): 1) any of the representations or warranties set forth in the Agreement become untrue at any time during the term of this Agreement; or 2) Investigator fails or is unable to meet or perform any of its duties under this Agreement, and such failure is not cured within ten (10) days of written notice, or is not capable of cure. Investigator will notify Court immediately of events constituting a Default, or events which if left uncured would constitute a Default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a Default. Whether or not any failure by Investigator is capable of cure, or is cured, is within the sole discretion of the Court. If necessary, the parties will discuss performance of any services outstanding at the date of termination.

6.04. Either party hereto may terminate this Agreement at any time by giving notice in writing to the other party, which notice will be effective upon dispatch, should the other party file a petition of any type as to its bankruptcy, be declared bankrupt, become insolvent, make an assignment for the benefit of creditors, go into liquidation or receivership, or otherwise lose legal control of its business.

6.05. Material Breach. The Court may cancel and terminate this Agreement for material breach effective immediately upon written notice to Investigator. "Material breach" includes but is not limited to the failure of Investigator to perform an essential requirement of this Agreement that: (1) causes substantial harm to the interests of the Court; or (2) substantially deprives the Court of a substantial benefit it reasonably expected under the Agreement. A breach of contract may be deemed "material" if cumulative effect of nonmaterial breaches is material. Upon termination, for material breach, the Court agrees to pay Investigator for all services performed prior to termination that meet the requirements of this Agreement.

6.06. Change in Funding or Conditions. Notwithstanding any other provision of this Agreement, in the event the state does not appropriate sufficient funds for the services that are to be provided under this Agreement, the Court may, at its sole option and upon thirty (30) days' prior written notice to the Investigator, take any of the following actions: (1) terminate this Agreement; (2) amend this Agreement

to reduce the level of compensation and reduce the scope of services accordingly; or (3) amend this Agreement to include any additional restrictions, limitations, or conditions enacted by the state legislature and contained in a budget bill or statute enacted by the legislature which affect the terms and conditions of this Agreement. In the event that sufficient funds are not appropriated by the state, the Court Administrator will notify the investigator(s) within 48 hours of receiving notice from the State.

6.07. Gratuities. The Court may, by written notice to the Investigator, terminate this Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Investigator, or any agent or representative of the Investigator, to any officer or employee of the Court with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement; provided, that the existence of the facts upon which the Court makes such findings shall be in issue and may be reviewed in any competent Court. In the event of such termination, the Court shall be entitled to pursue the same remedies against the Investigator as it could pursue in the event of default by the Investigator.

VII. NON-DISCRIMINATION and HARASSMENT PREVENTION

7.01. **Non-Discrimination.** During the performance of this Agreement, the Investigator shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, or sexual orientation, either in the Investigator's employment practices or in the furnishing of services to recipients. The Investigator shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination.

7.02. **Harassment Prevention Policy.** During the performance of this Agreement, the Investigator shall not tolerate harassment in the workplace or in a work-related situation based on an individual's race, color, religion, gender, national origin, ancestry, age, marital status, physical disability, mental disability, medical condition, sexual orientation, or any basis protected by law, or based on a perception that an individual has any of these characteristics, or based on a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics. Such harassment may include, but is not limited to, slurs; epithets; derogatory jokes; degrading comments; gestures or physical conduct; or threats that an employee's job, advancement, compensation, assignment, or other benefit is dependent on submission to sexual demands or on toleration of harassment. The Investigator shall insure that its employees and all persons receiving and requesting services are free of such harassment.

7.03. **Compliance with Laws.** During the performance of this Agreement, the Investigator shall

comply with all applicable federal, state, and local laws and regulations which prohibit discrimination and harassment, all as periodically amended, including but not limited to the following:

- California Fair Employment and Housing Act, Gov. Code sections 1290 et seq., and the administrative regulations issued thereunder, 2 Calif. Code of Regulations sections 7285.0 et seq. (Division 4 Fair Employment and Housing Commission);
- Gov. Code sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
- Federal Civil Rights Act of 1964 (see especially Title VI, 42 USC sections 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- The Rehabilitation Act of 1973, sections 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR, Part 84); and all guidelines and interpretations issued pursuant thereto;
- Unruh Civil Rights, Act, Calif. Civil Code sections 51 et seq.
- The Americans with Disabilities Act, 42 U.S.C. sections 12101 et seq.

Investigator may satisfy the requirements of equal access to facilities through the use of Court facilities by arrangement with the Contract Administrator.

7.04. **Binding on Subcontractors.** The provisions of paragraphs 7.01 - 7.03 shall also apply to all of the Investigator's subcontractors. The Investigator shall include the nondiscrimination, harassment prevention policy and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

VIII. Limitation of Liability

8.01. In no event will the Court or any court agent or Judicial Branch Entities and Judicial Branch Personnel be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages whether in an action in contract or tort (including negligence and strict liability), including without limitation lost data, profits, and revenues, even if advised of the possibility of such damages.

8.02. In no event will the Court and any court agent's or Judicial Branch Entities and Judicial Branch Personnel aggregate liability for direct damages to Investigator arising out of or related to this agreement for any cause whatsoever, and regardless of the form of action, whether in contract or in tort (including negligence and strict liability), exceed the amounts payable hereunder in the twelve (12) months prior to the date the cause of action arose.

8.03. The limitations of liability contained in this section reflect a deliberate and bargained for allocation of risks between the parties and are intended to be independent of any exclusive

remedies available under this agreement, including any failure of such remedies to achieve their essential purpose.

IX. Dispute Resolution

- 9.01. The parties will attempt in good faith to resolve potential disputes informally and promptly. If a dispute persists, either party may submit a written demand to the other party at the earliest practicable time that the dispute is identified but no later than ten (10) days after the dispute is identified (the "Demand"). The Demand will: (i) be fully supported by detailed factual information; (ii) state the specific Agreement provisions on which the Demand is based; and (iii) if the Demand involves a cost adjustment, state the exact amount of the cost adjustment accompanied by all records supporting the Demand. The Demand will include a written statement signed by an authorized person indicating that the Demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the adjustment for which the submitting party believes the other party is responsible. The receiving party will provide a written response within ten (10) days of receiving the Demand stating whether the receiving party accepts or rejects the Demand. Failure by the receiving party to provide such a response will be deemed a rejection of the Demand.
- 9.02. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen (15) days after receipt of a written request, unless otherwise agreed.
- 9.03. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.
- 9.04. Pending final resolution of any dispute, Investigator agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Investigator's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

X. Warranties and Representations

- 10.01. **Performance Warranty.** Investigator will perform all work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Investigator understands that Court relies on the accuracy, competence, and completeness of Investigator's services.
- 10.02. **Joint Representations and Warranties.** Each Party warrants it has the authority to enter into this Agreement, it may perform the obligations provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party represents and warrants that this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.

XI. Default and Remedies.

11.01.**Default.** A default exists under this Agreement if Investigator (A) makes a material misrepresentation in writing; or (B) fails or is unable to meet or perform any material promise in this Agreement and (1) are incapable of curing this failure, or (2) do not cure this failure within thirty (30) days following notice.

11.02.**Notice.** Investigator will notify the Court immediately if Investigator defaults or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement.

11.03.**Remedies.** (A) Available Remedies. In the event of a default, Court may do any of the following: (1) require Investigator to enter into non-binding mediation; (2) terminate this Agreement in accordance with this Agreement, and seek any other available remedy at law or in equity; (3) reduce or suspend your Services; (4) reduce or withhold payment to Investigator; and/or (5) seek any other available remedy under this Agreement or at law or in equity. (B) Remedies Cumulative. All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy.

XII. GENERAL PROVISIONS

12.01.**Contract Administrator.** The Court Executive Officer is designated by the Court as the Contract Administrator for this contract. All matters concerning this contract which are within the responsibility of the Court shall be under the direction of or shall be submitted to the Court Executive Officer or such other court employee as the Court Executive Officer may appoint. The Court may, in its sole discretion, change its designation of the Contract Administrator and shall promptly give written notice to the Investigator of any such change.

12.02. **Independent Contractor.** Investigator and his/her officers, employees, and agents in the performance of this Agreement, are independent contractors in relation to the Court and not officers or employees of the Court. Nothing in this Agreement shall create any of the rights, powers, privileges or immunities of an employee of the Court. The Investigator shall be solely liable for all applicable taxes, including, but not limited to, federal and state income taxes and Social Security taxes, arising out of Investigator's performance of this Agreement. The Investigator shall not be entitled to receive from the Court under this Agreement any compensation in the form of sick leave, vacation leave, or retirement benefits, or any other kind or type of employee benefits such as workers' compensation, unemployment compensation or insurance, social security benefits, or disability insurance benefits.

The Investigator has no authority to bind or incur any obligation on behalf of the Court. It is understood by both the Investigator and the Court that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a

joint venture. The Investigator at all times during the term of this Agreement shall represent and conduct his- or her- self as an Independent Contractor and not as an employee of the Court.

The Investigator shall determine the method, details, and means of performing the work and services to be provided by the Investigator under this Agreement. The Investigator shall be responsible to the Court for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the Court's control with respect to the physical action or activities of the Investigator in fulfillment of the Agreement. The Investigator is permitted to provide services to others during the same period that services are provided the Court under this Agreement, provided there is no conflict of interest.

If the Internal Revenue Service or any other federal or state governmental agency should inquire about, question, or challenge the independent contractor status of Investigator with respect to the Court, the parties hereto mutually agree that: (1) each shall inform the other party hereto of such inquiry or challenge; and (2) the Court shall have the right to participate in any discussion or negotiation occurring with the federal or state agency, without regard to who initiated such discussions or negotiations. In the event the federal or state agency concludes that an independent contractor relationship does not exist, the Court may terminate this Agreement effective immediately upon written notice.

- 12.03.**Non-Assignability.** None of the rights, privileges, interest, immunities, duties or obligations created by this Agreement are assignable or delegable. Upon disability or inability to accept assigned investigations or to continue as an Investigator in cases previously assigned, this Agreement shall terminate. The Investigator's refusal to accept assigned case investigations on grounds of conflict of interest does not constitute "disability" or "inability" as used in this Agreement.
- 12.04.**Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Sec. 1654.
- 12.05.**Headings.** The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 12.06.**Time of Essence.** Time is of the essence in each and all of the provisions of this Agreement.
- 12.07. **Amendment.** No alteration, variation or amendment to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 12.08.**Survival.** Termination of this Agreement will not affect the rights and/or obligations of the Parties that arose prior to any such termination and such rights and/or obligations will survive any such expiration or termination.

- 12.09.**Severability.** The provisions of this Agreement will be effective in all cases unless otherwise prohibited by applicable law. The provisions of this Agreement are separate and severable. The invalidity of any article, section, provision, paragraph, sentence or portion of this Agreement will not affect the validity of the remainder of this Agreement.
- 12.10.**Waiver of Rights.** Any action or inaction by either Party or the failure of either Party on any occasion, to enforce any right or provision of this Agreement, will not be construed to be a waiver by such Party of its rights under this Agreement and will not prevent such Party from enforcing such provision or right on any future occasion. Except as set forth herein, the rights and remedies of each Party under this Agreement will be cumulative and in addition to any other rights or remedies that such Party may have at law or in equity.
- 12.11.**Governing Law and Venue.** The Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions and Investigator hereby irrevocably submits to the exclusive jurisdiction of the state and federal district courts located in San Francisco, California in any legal action concerning or relating to this Agreement.
- 12.12.**Force Majeure.** Force Majeure events include, but are not limited to: (1) catastrophic acts of nature, or public enemy; (2) civil disorder; (3) fire or other casualty for which a party is not responsible; and (4) quarantine or epidemic. The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Investigator will have no right to additional payment for costs incurred as a result of a Force Majeure event. Any assertion of a Force Majeure event by Subcontractors will be attributed to Investigator.
- 12.13.**Public Records Act.** Courts are exempt from the California Public Records Act. (Gov. Code, § 6252 (a)). However, California Rule of Court, rule 10.500, requires California Superior Courts to provide public access to documents pertaining to nondeliberative and nonadjudicative court records and budget and management information. Investigator is on notice that any material that Investigator submits to the Court may be made available to the public under Rule 10.500.
- 12.14.**Notices.** Notices to the parties in connection with this Agreement shall be given personally or by regular mail addressed as follows:

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY**

INVESTIGATOR

Connie Mazzei
Court Executive Officer
240 Church St.
Salinas, CA 93901

To be determined.

12.15. **Exhibits.** The following Exhibits are attached hereto and incorporated by reference:

(A) Family Relations Investigator Conflict of Interest Policy.

(B) AOC License Agreement

12.15. **Integration.** This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

EXHIBIT A [Contract Terms]

FAMILY RELATIONS INVESTIGATOR CONFLICT OF INTEREST POLICY

1. Investigator shall declare a conflict of interest and shall not accept a referral from the Court where the Investigator has seen in private practice one or more of the parties involved, unless a written stipulation as to the referral is filed by all of the parties involved.
2. Investigator shall declare a conflict of interest and shall not accept a referral from the Court where the Investigator personally knows one or more of the parties involved, unless a written stipulation as to the referral is filed by all of the parties involved.
3. Investigator shall not accept any type of investigation referrals in private practice that could conflict with any investigations being conducted pursuant to this Agreement.
4. Investigator shall not directly refer a person or couple to one specific agency or individual for further investigation, mediation, counseling, therapy, etc. The Investigator may provide information on how to select an appropriate Investigator, therapist or service agency and provide people with a list of names of individuals or groups and the names of agencies where the individuals can go for help.
5. Investigator may not refer individuals or couples to himself in private practice.

End of Exhibit A [Contract Terms]

EXHIBIT B [Contract Terms]

AOC License Agreement

Judicial Council of California
Administrative Office of the Courts
Office of Court Construction and Management
455 Golden Gate Avenue, San Francisco, CA 94102-3688

REVOCABLE, non-exclusive LICENSE FOR THE USE OF REAL PROPERTY

In consideration of the mutual promises and covenants set forth herein, the Administrative Office of the Courts (“AOC”), an entity of the Judicial Branch of the Government of the State of California, in its capacity as the staff agency to the Judicial Council of California (“Council”), hereby grants to Legal Name of Licensee, , a _____, [EIN#_____] (“Licensee”), a revocable, non-exclusive license (“License”) for use of the premises described below (the “Premises”), for the purpose described in this License and on the terms and conditions set forth below. In this License, the AOC and Licensee are sometimes individually referred to as a “Party” and together referred to as the “Parties”. For reference purposes only, the date of this License shall be fill in date.

Description of Premises Licensed. The Premises consist of a portion of _____, consisting of approximately _____ square feet, located at 1200 Aguajito Road, Monterey, California (the “**Property**”), as shown on **Exhibit “A”** attached hereto.

1. Commencement Date. This License shall commence on _____, 2010 (“Commencement Date”) and shall continue until it is terminated as provided in section 2, below.
2. Termination. From and after the Commencement Date, each Party shall have the right and option to terminate this License, with or without cause, at any time by giving 30 days’ prior written notice of the termination of this License to the other Party. In addition to the foregoing, (i) the AOC shall have the right to terminate this License immediately in the event of an emergency that results in damage to, loss of, or an unsafe condition of the Premises or the Property, as determined in the AOC’s sole discretion, and (ii) this License shall immediately and automatically terminate upon: (i) the sale or other conveyance of the Property to a party other than the State of California; or (ii) relocation of the Court’s operations at the Property to an alternate location.

Name of Licensee:

Address:

3.

Tax ID #: [_____]

4. Purpose of License. The purpose of this License is to allow the Licensee to enter, occupy, and use the Premises for the sole purpose of providing mediation/investigation services (as depicted on Exhibit “A”), and other purposes related thereto, and for no other purpose whatsoever, subject to the terms, conditions, and restrictions set forth in this License. This License is personal to Licensee and does not grant the Licensee any ownership, leasehold, easement, or other real property interest or estate in the Premises or the Property. In no event shall the Licensee represent itself or its operations in the Premises as being a part of, affiliated with, or an agent or partner of, or in a joint venture with, any of the Council, the AOC, the Superior Court of California, County of Monterey (“Court”) or any of their respective programs or operations.
5. Consideration. Consideration for this License is the Licensee’s full and timely compliance with the terms, conditions, and restrictions set forth in this License.
6. Conditions.
- a. Compliance. Any use made of the Premises and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the AOC. Licensee’s use of the Premises shall at all times be subject and subordinate to those necessary uses of the Court. Licensee shall ensure its activities do not interfere with the carrying on of the business of the Court.
- b. Improvements. The Licensee will not make any improvements or alterations of any kind to the Premises or the Property, including the placement or construction on, over, or under any part of the Property of any permanent structure, fixture, or installation of any kind, size, or character whatsoever, without the prior written approval of the AOC, which approval will be given or withheld in the sole discretion of the AOC. Licensee shall make any improvements or alterations to the Premises that are approved by the AOC in compliance with law and at the Licensee’s sole cost and expense. Unless otherwise agreed in writing by Licensee and the AOC, all improvements or alterations to the Premises that are approved by the AOC and made by the Licensee will be the property of the AOC and will remain in and a part of the Premises when Licensee vacates the Premises. If Licensee and the AOC agree that Licensee shall or may at any time remove any AOC-approved

improvements or alterations from the Premises, all costs and expenses associated with the removal of those improvements or alterations will be the sole responsibility of Licensee, including the cost to repair any damage done to the Premises or the Property in removing those improvements and alterations. Improvements or alterations to the Premises or the Property that are not approved by the AOC, but that are nevertheless installed by or on behalf of the Licensee, may be removed by the AOC at the Licensee's sole expense, including any costs associated with repair of any damage done to the Premises or the Property in removing those improvements or alterations. Unless previously approved in writing by the AOC, Licensee shall not (i) post signs or banners on any part of the Premises or the Property, or (ii) alter any existing structures or improvements in or on the Premises or the Property, or (iii) install stakes, poles, or other materials of any kind into any hardscape or landscape on the Property.

- c. "AS-IS". The Premises are licensed to Licensee in their "AS-IS" condition and the AOC has no obligation to Licensee for maintenance, repair, improvement, or alteration of or to the Premises or the Property during the period of Licensee's occupancy of the Premises.
- d. Laws and Regulations. In the exercise of any privilege granted by this License, the Licensee shall comply with all applicable federal, state, and local laws, and the rules, orders, regulations and requirements of governmental departments and bureaus, and shall maintain an alcoholic beverage service permit if and as required by the California Department of Alcoholic Beverage Control. The Licensee must also comply with all AOC rules and regulations relating to the use of the Premises and the Property that are provided to Licensee.
- e. Operation. The Licensee shall confine its activities on the Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from (i) marring or impairing the appearance of the Property, (ii) obstructing access to the Premises or Property or any area or space within the Premises or Property, (iii) interfering with the transaction of Court or County business in, or the convenience of the public in accessing and using, the Premises or Property, (iv) jeopardizing the safety or security of persons or property on or in the Property, or (v) causing justifiable public criticism of Licensee's activities conducted in the Premises or on the Property. Licensee shall at all times maintain the Premises in a clean, sanitary, and orderly condition satisfactory to the AOC.
- f. Security/Access. The Licensee will at all times comply with all security access and screening requirements in effect at the Property. The Licensee will have no access to any area within the Property that is either connected to or

contains confidential records or information including, but not limited to, Court files, the California Law Enforcement Telecommunications System, the Criminal Offender Records Information, and the Department of Motor Vehicles computer database.

Contractors are allowed access to Court facilities based on the approved access control policy. All contractors are permitted access to the Court during regular working hours from 7:30 AM to 5:00 PM, Monday through Friday, unless otherwise authorized by the Court's Executive Management or designee. Contractors will have access only through Express Lanes, Public Exterior Building Entrances and pre-approved general internal entrances.

- g. Insurance. The Licensee will, at all times during the period of Licensee's occupancy of the Premises, provide and maintain, at its sole expense, insurance of the type and with coverage amounts set forth in Exhibit "B", which is attached to and made a part of this License.
- h. Damage. Licensee shall not damage, destroy, or displace any part of the Property or any personal property for which the Council, the AOC, or the Court is responsible in the exercise of the privilege granted by this License without the prior written consent of the AOC and the express agreement of the Licensee to promptly replace, return, repair, and restore the Property or any such personal property to a condition satisfactory to the AOC.
- i. Indemnification. The Licensee shall and hereby does indemnify, defend (with counsel satisfactory to the AOC), and save harmless the Council, the AOC, and the Court, and their respective judicial officers, employees, and agents, from and against any and all liability, damages, attorney fees, costs, expenses, or losses of any kind whatsoever, including without limitation, damages related to decreases in the value of the Property and claims for damages or decreases in the value of any adjoining property. ("Indemnified Loss"). Indemnified Loss will include, without limitation, court costs, penalties, fines, liens, judgments, consultants' fees, investigation and remediation costs, and other expenses of every kind asserted against or incurred by the Council, the AOC, and/or the Court, directly or indirectly arising from or related to the exercise by the Licensee, its officers, employees, agents, or invitees, of the privilege granted by this License, its or their use of the Premises or the Property, or any other act or omission of the Licensee, including from any failure by Licensee to comply with the terms of this License. The Licensee's obligation to defend will commence immediately upon the assertion of any claim or demand for an Indemnified Loss by or against the Council, the AOC, or the Court that is tendered to Licensee, shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false, and will continue

at all times after such tender until each such claim is fully and finally resolved. Notwithstanding the foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the Council, the AOC, or the Court, or their respective officers, employees or agents. Licensee's indemnification and defense obligations under this section 6.i. shall survive the termination or expiration of this License.

- j. Storage. Any property of the Court, the Council, the AOC, or their respective judicial officers, employees, or agents, that must be removed to permit exercise of the privilege granted by this License shall be stored, relocated, or removed from the Premises, and returned to their original location upon termination of the Term of this License, at the sole cost and expense of the Licensee, as directed by the AOC.
- k. Licensee's Personal Property. The Licensee will be solely responsible for any risk of loss, damage to, or destruction of the Licensee's personal property located within the Premises or otherwise on the Property. AOC shall not be responsible for any damage to or destruction of any personal property of Licensee, its employees or invitees, or for any compensation or claim for inconvenience, loss of business, or annoyance arising from the Licensee's loss of use of the Premises or any such personal property. Any property of the Licensee installed or located on the Premises must be removed promptly upon expiration, termination, or abandonment of this License. Any property of the Licensee not removed within that time may be removed, stored, or disposed of by the AOC at the expense of the Licensee.
- l. Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by Licensee.
- m. Future Requirements. In addition to the terms of this License, the AOC shall have the right to impose reasonable rules and requirements for use of the Premises and/or the Property from time to time, and the Licensee shall promptly and continuously comply with any such further rules and requirements as the AOC may hereafter impose and deliver to Licensee.
- n. Attempted Variations. There shall be no variation or departure from the terms of this License without the prior written consent of the AOC.
- o. Surrender. Upon the expiration or termination of this License, the Licensee shall surrender the Premises to the AOC in the same condition as the Premises were in when received by Licensee on the Commencement Date (ordinary wear and tear excepted), free from hazards, and clear of all debris. At such

time, the Licensee shall remove all of its property from the Property, except as otherwise provided in section 6.b. of this License or as otherwise agreed in writing by the AOC and the Licensee.

- p. Notices. Any notices required or permitted to be given under the terms of this License must be in writing and may be: (a) personally delivered; (b) mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to the AOC: Administrative Office of the Courts
Office of Court Construction and Management
Attention: Portfolio Administration Analyst
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: 415-865-5334
Fax: 415-865-8885

With a copy to: Administrative Office of the Courts
Office of Court Construction and Management
Attention: Manager, Real Estate
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-4048
Fax: 415-865-8885

In addition, all notices by the Licensee relating to termination of this Agreement or an alleged breach or default by the Council or the AOC of this License must also be sent to:

Administrative Office of the Courts
Attention: Senior Manager, Business Services
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-4090
Fax: 415-865-4326

If to the Licensee: Fill in name of company
Street address
city, state, zip
Attention:
Voice:
Fax: [_____]

7. Rules of Conduct on the Property.

- a. No Disturbances. The Licensee, its employees and invitees, shall refrain from disorderly conduct, or conduct that creates loud and unusual noises or unpleasant odors, or that obstructs the customary use of the common areas of the Property, including entrances, exits, foyers, corridors, offices, elevators, stairways, and parking lots, or that otherwise impedes or disturbs (i) Court judges, staff, or jurors in the performance of their duties, or (ii) members of the public in transacting business or obtaining services provided on the Property, or (iii) other occupants of the Property, their employees and invitees, from accessing or using the Property.
- b. No Gambling. The Licensee, its employees and invitees, shall refrain from conducting or participating in games for money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on, or in the Property.
- c. Drug Free Environment. The Licensee will not knowingly permit any person under the influence of any non-prescribed drug that has been defined by the state or federal government as a "controlled substance" (excluding alcohol) to enter upon the Property. The possession, sale, or use of any "controlled substance" (except when permitted by law) on the Property is prohibited.
- d. No Weapons and Explosives. The Licensee, its employees and invitees, while on the Property shall refrain from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, and from storing any such weapons or explosives on or within the Property, except for permitted official purposes.
- e. No Smoking. Smoking shall not be permitted on the Premises at any time, and Licensee, its employees and invitees shall additionally comply with all applicable laws and ordinances regarding smoking in the vicinity of all entrances to the Property.

8. General Provisions.

- a. No Assignment. This License is personal to Licensee. Licensee shall not assign or otherwise transfer this License or any rights, privileges, or obligations hereunder to any other person or entity, nor shall the Licensee permit the use of any portion of the Premises by others without the prior written consent of the AOC, which consent will be given or withheld by the AOC in its sole discretion.
- b. Anti-Discrimination. The Licensee shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of race, color, ancestry, national origin, religious creed, disability, or sexual orientation, including, but not limited to, the California Unruh Civil Rights Act, the Civil Rights Act of 1964, and the Americans With Disabilities Act of 1990.
- c. Governing Law. This License is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law provisions.
- d. License Temporary in Nature. The Licensee agrees that the rights herein are of a temporary, non-exclusive, non-possessory nature and in no event will this License or any memorandum of this License be recorded with the County Recorder's Office, nor will the Licensee have a claim to any right or interest in the Premises or the Property other than as specifically provided for in this License.
- e. Relationship of the Parties. The Licensee and the AOC hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this License, each Party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this License between Licensee and any of the State, the Council, the AOC, or the Court. Neither Licensee nor the AOC, nor any other person or entity performing services on behalf of either Party pursuant to this License, will have any right or claim against the other Party under this License for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each Party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.
- f. Certification of Authority to Execute this License. The Licensee and the AOC each certifies that the individual(s) signing this License on its behalf has authority to execute this License on its behalf and may legally bind it to the terms and conditions of this License and Exhibit "A" hereto.

- g. No Relocation Assistance. The Licensee acknowledges that upon any termination of this License, Licensee is not entitled to any relocation payment or advisory assistance of any type from the State of California, the Council, the AOC, or the Court.
 - h. Counterparts. This License may be executed in multiple counterparts (each of which will be deemed an original for all purposes).
 - i. Severability. If any term, provision, covenant, or restriction in this License is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants and restrictions of this License will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of the Licensee and the AOC that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this License without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.
9. Expiration of Existing License Term. By executing below, Licensee hereby acknowledges and agrees that the term of the License Agreement dated as of fill in date between Licensee, as the licensee thereunder, and Licensor's predecessor-in-interest, fill in name of prior licensor, as the licensor thereunder, shall expire concurrently with the commencement of this License.

ACCEPTED AND AGREED TO:

NAME OF LICENSEE, _____,
 a _____

JUDICIAL COUNCIL OF
 CALIFORNIA,
 ADMINISTRATIVE OFFICE OF THE
 COURTS

By: _____

By: _____

Name: _____
 Its: _____
 Date: _____

Grant S. Walker
 Senior Manager, Business Services
 Date: _____

APPROVED AS TO FORM:
Administrative Office of the Courts
Office of the General Counsel

By: _____

Name: _____

Attorney

Date: _____

Superior Court of California, County of Monterey

EXHIBIT "A"

DEPICTION OF PREMISES

[TO BE PROVIDED]

Superior Court of California, County of Monterey

EXHIBIT "B"

INSURANCE REQUIREMENTS

1. General Requirements

- A.** During the period of time the Licensee occupies or uses space at or in the Property, Licensee will maintain, or cause to be maintained, insurance issued by an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are approved to do business in the State of California.
- B.** Before commencement of its use, Licensee will provide the AOC with certificates of insurance, on forms acceptable to the AOC, as evidence that all required insurance is in full force and effect. The certificates of insurance clearly indicate the following:
- C.** That the State of California (State), Judicial Council of California (Judicial Council), AOC, Superior Court of California - County of Monterey (Court) including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced; but only with respect to liability assumed by Licensee under the terms of this Agreement.
- D.** That the insurance policy being referenced will not be materially changed or cancelled without 30 days notice to the AOC; and
- E.** That the insurance policy being referenced is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State, Judicial Council, AOC, Court or County, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any.
- F.** The Certificates of Insurance shall be addressed as follows:

If to the AOC: Administrative Office of the Courts
Office of Court Construction and Management
455 Golden Gate Avenue, 8th Floor
San Francisco CA 94102
Attn: Risk Management Unit
Fax: (415) 865-8885

Superior Court of California, County of Monterey

- G.** That the Licensee and its insurers providing the insurance contracts being referenced waive any right of subrogation or recovery they may have against any of the State, Judicial Council, AOC, County, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage to the Premises.

2. Insurance Requirements

Before the commencement of the use of the Property authorized by the terms of this License, Licensee will furnish to the AOC verification that the following insurance is in force:

- A.** Commercial General Liability. Commercial General Liability Insurance written on an occurrence form with limits of not less than \$1 Million per occurrence, and a \$1 Million per location annual aggregate. Each policy must 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. This insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability.

End of Exhibit B [Contract Terms]

RFP Exhibit A

Rule 5.225. Appointment requirements for child custody evaluators

(a) Purpose This rule provides the licensing, education and training, and experience requirements for child custody evaluators who are appointed to conduct full or partial child custody evaluations under Family Code sections 3111 and 3118, Evidence Code section 730, or chapter 15 (commencing with section 2032.010) of title 4 of part 4 of the Code of Civil Procedure. This rule is adopted as mandated by [Family Code section 3110.5](#).

(b) Definitions For purposes of this rule:

(1) A "child custody evaluator" is a court-appointed investigator as defined in [Family Code section 3110](#).

(2) A "child custody evaluation" is an investigation and analysis of the health, safety, welfare, and best interest of a child with regard to disputed custody and visitation issues conducted under Family Code sections 3111 and 3118, Evidence Code section 730, or [Code of Civil Procedure section 2032.010](#) et seq.

Superior Court of California, County of Monterey

(3) A "full evaluation, investigation, or assessment" is a child custody evaluation that is a comprehensive examination of the health, safety, welfare, and best interest of the child.

(4) A "partial evaluation, investigation, or assessment" is a child custody evaluation that is limited by the court in terms of its scope.

(5) The terms "evaluation," "investigation," and "assessment" are synonymous.

(6) "Best interest of the child" is described in [Family Code section 3011](#).

(7) A "court-connected evaluator" is a superior court employee or a person under contract with a superior court who conducts child custody evaluations.

(c) Licensing requirements A person appointed as a child custody evaluator meets the licensing criteria established by [Family Code section 3110.5\(c\)\(1\)-\(5\)](#), if:

(1) The person is licensed as a:

(A) Physician and is either a board certified psychiatrist or has completed a residency in psychiatry;

(B) Psychologist;

(C) Marriage and family therapist; or

(D) Clinical social worker.

(2) A person may be appointed as an evaluator even if he or she does not have a license as described in (c)(1) if:

(A) The court certifies that the person is a court-connected evaluator who meets all the qualifications specified in (i); or

(B) The court finds that all the following criteria have been met:

(i) There are no licensed or certified evaluators who are willing and available, within a reasonable period of time, to perform child custody evaluations;

(ii) The parties stipulate to the person; and

(iii) The court approves the person.

(d) Education and training requirements Before appointment, a child custody evaluator must complete 40 hours of education and training, which must include all the following topics:

Superior Court of California, County of Monterey

- (1) The psychological and developmental needs of children, especially as those needs relate to decisions about child custody and visitation;
- (2) Family dynamics, including, but not limited to, parent-child relationships, blended families, and extended family relationships;
- (3) The effects of separation, divorce, domestic violence, child sexual abuse, child physical or emotional abuse or neglect, substance abuse, and interparental conflict on the psychological and developmental needs of children and adults;
- (4) The assessment of child sexual abuse issues required by [Family Code section 3118](#); local procedures for handling child sexual abuse cases; the effect that court procedures may have on the evaluation process when there are allegations of child sexual abuse; and the areas of training required by [Family Code section 3110.5\(b\)\(2\)\(A\)-\(F\)](#), as listed below:
 - (A) Children's patterns of hiding and disclosing sexual abuse in a family setting;
 - (B) The effects of sexual abuse on children;
 - (C) The nature and extent of sexual abuse;
 - (D) The social and family dynamics of child sexual abuse;
 - (E) Techniques for identifying and assisting families affected by child sexual abuse; and
 - (F) Legal rights, protections, and remedies available to victims of child sexual abuse;
- (5) The significance of culture and religion in the lives of the parties;
- (6) Safety issues that may arise during the evaluation process and their potential effects on all participants in the evaluation;
- (7) When and how to interview or assess adults, infants, and children; gather information from collateral sources; collect and assess relevant data; and recognize the limits of data sources' reliability and validity;
- (8) The importance of addressing issues such as general mental health, medication use, and learning or physical disabilities;
- (9) The importance of staying current with relevant literature and research;
- (10) How to apply comparable interview, assessment, and testing procedures that meet generally accepted clinical, forensic, scientific, diagnostic, or medical standards to all parties;
- (11) When to consult with or involve additional experts or other appropriate persons;

Superior Court of California, County of Monterey

- (12) How to inform each adult party of the purpose, nature, and method of the evaluation;
- (13) How to assess parenting capacity and construct effective parenting plans;
- (14) Ethical requirements associated with the child custody evaluator's professional license and rule 5.220;
- (15) The legal context within which child custody and visitation issues are decided and additional legal and ethical standards to consider when serving as a child custody evaluator;
- (16) The importance of understanding relevant distinctions among the roles of evaluator, mediator, and therapist;
- (17) How to write reports and recommendations, where appropriate;
- (18) Mandatory reporting requirements and limitations on confidentiality;
- (19) How to prepare for and give court testimony;
- (20) How to maintain professional neutrality and objectivity when conducting child custody evaluations; and
- (21) The importance of assessing the health, safety, welfare, and best interest of the child or children involved in the proceedings.

(e) Additional training requirements In addition to the requirements described in this rule, before appointment, child custody evaluators must comply with the basic and advanced domestic violence training requirements described in rule 5.230.

(f) Authorized education and training The education and training described in (d) must be completed:

- (1) After January 1, 2000;
- (2) Through an eligible provider under this rule; and
- (3) By either:
 - (A) Attending and participating in an approved course; or
 - (B) Serving as an instructor in an approved course. Each course taught may be counted only once. Instructors may claim and receive credit for only actual classroom time.

(g) Experience requirements To satisfy the experience requirements of this rule, persons appointed as child custody evaluators must have participated in the completion of at least four partial or full court-appointed child custody evaluations within the preceding three years, as

Superior Court of California, County of Monterey

described below. Each of the four child custody evaluations must have resulted in a written or an oral report.

(1) The child custody evaluator participates in the completion of the child custody evaluations if the evaluator:

(A) Independently conducted and completed the child custody evaluation; or

(B) Materially assisted another child custody evaluator who meets all the following criteria:

(i) Licensing or certification requirements in (c);

(ii) Education and training requirements in (d);

(iii) Basic and advanced domestic violence training in (e);

(iv) Experience requirements in (g)(1)(A) or (g)(2); and

(v) Continuing education and training requirements in (h).

(2) For purposes of appointment:

(A) An evaluator is deemed to be in compliance with the experience requirements of this rule until December 31, 2009, if he or she:

(i) Completed or supervised three court-appointed partial or full child custody evaluations, including a written or an oral report between January 1, 2000, and July 1, 2003; or

(ii) Conducted six child custody evaluations in consultation with another professional who met the experience requirements of the rule.

(B) Effective January 1, 2010, an evaluator who is deemed to be in compliance with the experience requirements described in (A) must participate in the completion of at least four partial or full court-appointed child custody evaluations in the preceding three years as described in (g)(1) to remain in compliance with the experience requirements of this rule.

(3) The court may appoint an individual to conduct the child custody evaluation who does not meet the experience requirements described in (1), if the court finds that all the following criteria have been met:

(A) There are no evaluators who meet the experience requirements of this rule who are willing and available, within a reasonable period of time, to perform child custody evaluations;

(B) The parties stipulate to the person; and

(C) The court approves the person.

Superior Court of California, County of Monterey

(4) Those who supervise court-connected evaluators:

(A) Meet the experience requirements of this rule by conducting or materially assisting in the completion of at least four partial or full court-connected child custody evaluations in the preceding three years; or

(B) If employed as of January 1, 2007, are deemed to comply with the experience requirements of this rule until December 31, 2009. Effective January 1, 2010, these persons meet the experience requirements by conducting or materially assisting in the completion of at least four partial or full court-connected child custody evaluations in the preceding three years.

(h) Continuing education and training requirements After completing the education and training requirements described in (d) and (e), persons appointed as child custody evaluators must annually complete the:

(1) Domestic violence update training described in rule 5.230; and

(2) Eight hours of update training covering the subjects described in (d).

(i) Court-connected evaluators A court-connected evaluator who does not meet the education and training requirements in (d) may conduct child custody evaluations if, before appointment, he or she:

(1) Completed at least 20 of the 40 hours of education and training required by (d);

(2) Completes the remaining hours of education and training required by (d) within 12 months of conducting his or her first evaluation as a court-connected child custody evaluator;

(3) Complied with the basic and advanced domestic violence training requirements under [Family Code sections 1816](#) and [3110.5](#) and rule 5.230;

(4) Complies with the experience requirements in (g); and

(5) Is supervised by a court-connected child custody evaluator who meets the requirements of this rule.

(j) Responsibility of the courts Each court:

(1) Must develop local court rules that:

(A) Provide for acceptance of and response to complaints about an evaluator's performance; and

(B) Establish a process for informing the public about how to find qualified evaluators in that jurisdiction;

Superior Court of California, County of Monterey

(2) Must use an *Order Appointing Child Custody Evaluator* (form FL-327) to appoint a private child custody evaluator or a court-connected evaluation service. Form FL-327 may be supplemented with local court forms;

(3) Must provide the Judicial Council with a copy of any local court forms used to implement this rule;

(4) As feasible and appropriate, may confer with education and training providers to develop and deliver curricula of comparable quality and relevance to child custody evaluations for both court-connected and private child custody evaluators; and

(5) Must use form *Declaration of Court-Connected Child Custody Evaluator Regarding Qualifications* (form FL-325) to certify that court-connected evaluators have met all the qualifications for court-connected evaluators under this rule for a given year. Form FL-325 may be supplemented with local court rules or forms.

(k) Child custody evaluator A person appointed as a child custody evaluator must:

(1) Submit to the court a declaration indicating compliance with all applicable education, training, and experience requirements:

(A) Court-connected child custody evaluators practicing as of January 1 of a given year must submit a *Declaration of Court-Connected Child Custody Evaluator Regarding Qualifications* (form FL-325) to the court executive officer or his or her designee by January 30 of that year. Court-connected evaluators beginning practice after January 1 must file form FL-325 before any work on the first child custody evaluation has begun and by January 30 of every year thereafter; and

(B) Private child custody evaluators must complete a *Declaration of Private Child Custody Evaluator Regarding Qualifications* (form FL-326) and file it with the clerk's office no later than 10 days after notification of each appointment and before any work on each child custody evaluation has begun;

(2) At the beginning of the child custody evaluation, inform each adult party of the purpose, nature, and method of the evaluation, and provide information about the evaluator's education, experience, and training;

(3) Use interview, assessment, and testing procedures that are consistent with generally accepted clinical, forensic, scientific, diagnostic, or medical standards;

(4) Have a license in good standing if licensed at the time of appointment, except as described in (c)(2) and [Family Code section 3110.5\(d\)](#);

(5) Be knowledgeable about relevant resources and service providers; and

Superior Court of California, County of Monterey

(6) Before undertaking the evaluation or at the first practical moment, inform the court, counsel, and parties of possible or actual multiple roles or conflicts of interest.

(l) Use of interns Court-connected and court-appointed child custody evaluators may use interns to assist with the child custody evaluation, if:

(1) The evaluator:

(A) Before or at the time of appointment, fully discloses to the parties and attorneys the nature and extent of the intern's participation in the evaluation;

(B) Obtains the written agreement of the parties and attorneys as to the nature and extent of the intern's participation in the evaluation after disclosure;

(C) Ensures that the extent, kind, and quality of work performed by the intern being supervised is consistent with the intern's training and experience;

(D) Is physically present when the intern interacts with the parties, children, or other collateral persons in the evaluation; and

(E) Ensures compliance with all laws and regulations governing the professional practice of the supervising evaluator and the intern.

(2) The interns:

(A) Are enrolled in a master's or doctorate program or have obtained a graduate degree qualifying for licensure or certification as a clinical social worker, marriage and family therapist, psychiatrist, or psychologist;

(B) Are currently completing or have completed the coursework necessary to qualify for their degree in the subjects of child abuse assessment and spousal or partner abuse assessment; and

(C) Comply with the applicable laws related to the practice of their profession in California when interns are:

(i) Accruing supervised professional experience as defined in the California Code of Regulations; and

(ii) Providing professional services for a child custody evaluator that fall within the lawful scope of practice as a licensed professional.

(m) Education and training providers "Eligible providers" includes the Administrative Office of the Courts and may include educational institutions, professional associations, professional continuing education groups, public or private for-profit or not-for-profit groups, and court-connected groups. Eligible providers must:

Superior Court of California, County of Monterey

- (1) Ensure that the training instructors or consultants delivering the training and education programs either meet the requirements of this rule or are experts in the subject matter;
- (2) Monitor and evaluate the quality of courses, curricula, training, instructors, and consultants;
- (3) Emphasize the importance of focusing child custody evaluations on the health, safety, welfare, and best interest of the child;
- (4) Develop a procedure to verify that participants complete the education and training program;
- (5) Distribute a certificate of completion to each person who has completed the training. The certificate must document the number of hours of training offered, the number of hours the person completed, the dates of the training, and the name of the training provider; and
- (6) Meet the approval requirements described in (n).

(n) Program approval required All education and training programs must be approved by the Administrative Office of the Courts. Education and training courses that were taken between January 1, 2000, and July 1, 2003, may be applied toward the requirements of this rule if they addressed the subjects listed in (d) and either were certified or approved for continuing education credit by a professional provider group or were offered as part of a related postgraduate degree or licensing program.

Rule 5.230. Domestic violence training standards for court-appointed child custody investigators and evaluators

(a) Authority This rule of court is adopted under [Family Code sections 211](#) and [3111\(d\)](#) and (e).

(b) Purpose Consistent with [Family Code sections 3020](#) and [3111](#), the purposes of this rule are to require domestic violence training for all court-appointed persons who evaluate or investigate child custody matters and to ensure that this training reflects current research and consensus about best practices for conducting child custody evaluations by prescribing standards that training in domestic violence must meet. Effective January 1, 1998, no person may be a court-appointed investigator under [Family Code section 3111\(d\)](#) or [Evidence Code section 730](#) unless the person has completed domestic violence training described here and in [Family Code section 1816](#).

(c) Definitions For purposes of this rule, "court-appointed investigator" is considered to be synonymous with "court-appointed evaluator" as defined in [Family Code section 3110](#).

(d) Mandatory training Persons appointed as child custody investigators under [Family Code section 3110](#) or [Evidence Code section 730](#), and persons who are professional staff or trainees in a child custody or visitation evaluation or investigation, must complete basic training in domestic violence issues as described in [Family Code section 1816](#) and, in addition:

- (1) **Advanced training** Sixteen hours of advanced training must be completed within a 12-

Superior Court of California, County of Monterey

month period. The training must include the following:

(A) Twelve hours of instruction, as approved by the Administrative Office of the Courts, in:

(i) The appropriate structuring of the child custody evaluation process, including, but not limited to, maximizing safety for clients, evaluators, and court personnel; maintaining objectivity; providing and gathering balanced information from both parties and controlling for bias; providing for separate sessions at separate times (as specified in [Family Code section 3113](#)); and considering the impact of the evaluation report and recommendations with particular attention to the dynamics of domestic violence;

(ii) The relevant sections of local, state, and federal law or rules;

(iii) The range, availability, and applicability of domestic violence resources available to victims, including, but not limited to, battered women's shelters, specialized counseling, drug and alcohol counseling, legal advocacy, job training, parenting classes, battered immigrant victims, and welfare exceptions for domestic violence victims;

(iv) The range, availability, and applicability of domestic violence intervention available to perpetrators, including, but not limited to, arrest, incarceration, probation, applicable Penal Code sections (including [Penal Code section 1203.097](#), which describes certified treatment programs for batterers), drug and alcohol counseling, legal advocacy, job training, and parenting classes; and

(v) The unique issues in family and psychological assessment in domestic violence cases, including the following concepts:

a. The effects of exposure to domestic violence and psychological trauma on children; the relationship between child physical abuse, child sexual abuse, and domestic violence; the differential family dynamics related to parent-child attachments in families with domestic violence; intergenerational transmission of familial violence; and manifestations of post-traumatic stress disorders in children;

b. The nature and extent of domestic violence, and the relationship of gender, class, race, culture, and sexual orientation to domestic violence;

c. Current legal, psychosocial, public policy, and mental health research related to the dynamics of family violence, the impact of victimization, the psychology of perpetration, and the dynamics of power and control in battering relationships;

d. The assessment of family history based on the type, severity, and frequency of violence;

e. The impact on parenting abilities of being a victim or perpetrator of domestic violence;

f. The uses and limitations of psychological testing and psychiatric diagnosis in assessing parenting abilities in domestic violence cases;

Superior Court of California, County of Monterey

g. The influence of alcohol and drug use and abuse on the incidence of domestic violence;

h. Understanding the dynamics of high-conflict relationships and abuser/victim relationships;

i. The importance of, and procedures for, obtaining collateral information from probation departments, children's protective services, police incident reports, restraining order pleadings, medical records, schools, and other relevant sources;

j. Accepted methods for structuring safe and enforceable child custody and parenting plans that assure the health, safety, welfare, and best interest of the child, and safeguards for the parties; and

k. The importance of discouraging participants in child custody matters from blaming victims of domestic violence for the violence and from minimizing allegations of domestic violence, child abuse, or abuse against any family member.

(B) Four hours of community resource networking intended to acquaint the evaluator with domestic violence resources in the geographical communities where the families being evaluated may reside.

(2) Annual update training Four hours of update training are required each year after the year in which the advanced training is completed. These four hours must consist of instruction focused on, but not limited to, an update of changes or modifications in local court practices, case law, and state and federal legislation related to domestic violence, and an update of current social science research and theory, particularly in regard to the impact on children of exposure to domestic violence.

(e) Education and training providers Only education and training acquired from eligible providers meets the requirements of this rule. "Eligible providers" includes the Administrative Office of the Courts and may include educational institutions, professional associations, professional continuing education groups, public or private for-profit or not-for-profit groups, and court-connected groups.

(1) Eligible providers must:

(A) Ensure that the training instructors or consultants delivering the education and training programs either meet the requirements of this rule or are experts in the subject matter;

(B) Monitor and evaluate the quality of courses, curricula, training, instructors, and consultants;

(C) Emphasize the importance of focusing child custody evaluations on the health, safety, welfare, and best interest of the child;

Superior Court of California, County of Monterey

(D) Develop a procedure to verify that participants complete the education and training program; and

(E) Distribute a certificate of completion to each person who has completed the training. The certificate must document the number of hours of training offered, the number of hours the person completed, the dates of the training, and the name of the training provider.

(2) Effective July 1, 2005, all education and training programs must be approved by the Administrative Office of the Courts.

(f) Local court rules Each local court may adopt rules regarding the procedures by which child custody evaluators who have completed the training in domestic violence as mandated by this rule will notify the local court. In the absence of such a local rule of court, child custody evaluators must attach copies of their certificates of completion of the initial 12 hours of advanced instruction and of the most recent annual 4-hour update training in domestic violence to each child custody evaluation report.

(g) Previous training accepted Persons attending training programs offered after January 1, 1996, that meet all of the requirements set forth in subdivision (d)(1)(A) of this rule are deemed to have met the minimum standards set forth in subdivision (d)(1)(A) of this rule, but they must still meet the minimum standards listed in subdivisions (d)(1)(B) and (d)(2) of this rule.

End of Exhibit A [RFP]