**EXHIBIT A: STATEMENT OF WORK**

1. **CHILDCARE SERVICES PROGRAM**
   1. The Court and Contractor will work cooperatively to further the goals of the Childcare Services Program (“Program”) which include, but are not limited to:
      1. Providing a safe place for children waiting to participate in court proceedings or awaiting their parent’s or guardian’s completion of court business; and
      2. Protecting children from the difficult and often stressful situations surrounding court proceedings; and
      3. Reducing noise and disruption in the courtroom; and
      4. Alleviating congestion in public hallways and the clerk’s offices; and
      5. Meeting the public’s needs for childcare services.
   2. Contractor will provide professional childcare services and operate the Children’s Waiting Rooms (“CWR”) to ensure a safe and secure environment at the following court locations:

|  |  |  |
| --- | --- | --- |
| Court Building and Address | Square Footage | Maximum Child Capacity |
| San Bernardino Justice Center  247 West 3rd Street  San Bernardino, CA 92415 | 375 sq. ft. | 10 |
| Historic Courthouse  351 North Arrowhead Avenue  San Bernardino, CA 92415 | 360 sq. ft. | 9 |
| Fontana Courthouse  17780 Arrow Boulevard, Fontana, CA 92335 | 299 sq. ft. | 7 |
| Barstow Courthouse  235 East Mountain View Street Barstow, CA 92311 | 320 sq. ft. | 8 |

* + 1. The Court reserves the right to add or change Court Locations with ninety (90) days’ email notice to Contractor. Any addition or change will be documented by a duly executed Change Order pursuant to Section 1.3 of Attachment 2: General Terms and Conditions/Defined Terms.

* 1. Hours of Operation: Contractor shall continuously operate, supervise and staff each CWR Monday through Friday, 8:00 AM – Noon and 1:00 PM - 4:30 PM, except court holidays. CWR shall be closed from Noon to 1:00 PM for lunch. The Court reserves the right to change hours of operation with ninety (90) days’ email notice to Contractor.
  2. The Children’s Waiting Rooms are free of charge to all users. Contractor will not charge users a fee or accept any tips, gifts, donations, or other remuneration at any time.
  3. Contractor will provide services to children who are thirty (30) months or older and toilet-trained, of parents and guardians who have court business within the courthouse (e.g. custody hearings, trials, witness testimony, self-help services, jury duty, etc.)
  4. Children will be accepted on a drop-off, first-come, first-served basis up to the maximum capacity at each CWR, except that children who have been subpoenaed to testify in court will have first priority. Notwithstanding the foregoing, under no circumstances will Contractor accept children in numbers that exceed appropriate Staff Levels as stated in Section 2.1 below.
  5. Contractor will provide enriching age and developmentally appropriate activities for the children such as arts and crafts, puzzles and games, books, and music. The Court will provide some supplies for said activities, such as educational games, building blocks, etc., to be used solely for this Program.
  6. Contractor will provide light non-perishable pre-packaged snacks, such as granola bars, crackers, dried fruit, etc. along with bottled water for children at Contractor’s expense.
  7. Contractor will maintain a child sleeping/resting area.

1. **CONTRACTOR STAFFING**
   1. Contractor’s staff will be subject to the Court’s background review process (fingerprinting, drug screening, and disclosures) at Contractor’s expense, daily security clearance, and must have completed all necessary classes and possess required certifications to work with children as childcare providers.
   2. Staffing Level. Contractor will ensure that appropriate staff to child ratios will be maintained based on the ages, developmental needs, and number of children being served. The operating guideline ratio is one (1) adult to five (5) children.
   3. Program Coordinator (Director). Qualified individual will be responsible for any and all Contractor’s Program obligations and appropriate supervision of Contractor’s employees and volunteers providing Work under this Agreement.
   4. Operations Manager (Site Coordinator). Qualified individual will be responsible for:
      1. Assisting in appropriate supervision of Contractor’s employees and volunteers; and
      2. Monitoring the maintenance of a safe and secure environment for children; and
      3. Ensuring CWR is open according to the Hours of Operation; and
      4. Healthy snacks and proper activities are available for all children; and
      5. Good communication with courtroom personnel and court administration; and
      6. Administrative reports, logs and other records are completed and/or maintained as required by the Court.
   5. Teaching Staff. Qualified Early Childhood Educators with minimum three (3) years’ experience will be responsible for:
      1. Hands-on provision of Program services for all children; and
      2. Continuous and proper supervision of all children; and
      3. Ensuring a safe environment for all children; and
      4. Good communication with courtroom personnel and court administration.
   6. Personal Case Disclosure. Contractor’s employees and volunteers are required to disclose the existence of any active case that Contractor’s employee or their immediate family are involved in at the Court.
   7. Personal Status Disclosure. Contractor’s employees and volunteers are required to disclose any personal activity, personal status, criminal convictions/allegations etc., of any nature, that would cause said employee to not qualify as a child care worker in accordance with the standards for child care workers established by the State of California.
   8. Training.
      1. Site coordinator or equivalent must receive fifteen (15) hours of Health and Safety Training on an annual basis. The training shall include, but not be limited to: pediatric cardiopulmonary resuscitation; pediatric first-aid; recognition, management, and prevention of infectious diseases; sanitary food handling, child nutrition, emergency preparedness and evacuation, caring for children with special needs and identification and reporting of signs and symptoms of child abuse. Contractor shall be responsible for the cost of said training.
      2. All personnel shall be given on-the-job training in the areas listed below, or shall have related experience that demonstrates knowledge of and skills in the following areas:
         1. Principles of nutrition, food preparation and storage, and menu planning; and
         2. Housekeeping and sanitation principles, including universal health precautions; and
         3. Provision of child care and supervision, including communication.
2. **BILINGUAL REQUIREMENT**

All employees, agents and volunteers of Contractor providing services in the CWRs must be fluent in English. Contractor will also ensure that a fluent Spanish-speaking Site Coordinator or Site Aid is present during the Hours of Operation at each CWR.

1. **HEALTH**
   1. Contractor will be responsible for sanitizing all hard surfaces such as toys, tables, etc. on a daily basis using Contractor provided supplies in order to reduce the spread of infection illnesses. The Court’s or County’s janitorial contractor will be responsible for the cleanup of major spills, cleaning of the restrooms, and removal of the trash.
   2. All employees and volunteers of Contractor providing services in the Children’s Waiting Rooms shall provide results of a test for tuberculosis performed not more than one year prior to providing services in the Children’s Waiting Rooms.
2. **CHILD ABUSE REPORTING**
   1. Contractor’s employees and volunteers are all “Mandatory Reporters” as to suspect Child Abuse. Contractor shall establish a procedure acceptable to the Court to ensure that all of the Contractor’s employees, volunteers, consultants, sub-contractors or agents described in the Child Abuse and Neglect Reporting Act, Section 11164, et seq. of the Penal Code, and performing services under this Agreement shall report all known or suspected child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9. This procedure shall include:
      1. That all Contractor’s employees, volunteers, consultants, sub-contractor agents performing services under this Agreement shall sign an affidavit that he or she knows of and will comply with the reporting requirements as defined in Penal Code Section 11166.5(a).
      2. Procedures to ensure reporting even when Contractor’s employees, volunteers, consultants, sub-contractors, or agents who are not required to report child abuse under Penal Code Section 11165.7, gain knowledge of or reasonably suspect that a child has been a victim of abuse or neglect.
3. **SAFETY AND SECURITY**
   1. Contractor will promptly alert the Court staff of any potential dangers or problems.
   2. Contractor will have strict admitting and departing procedures for children receiving Program services.
   3. Parent/Child Identification Guidelines. Contractor will ensure children and their parents or guardians are appropriately identified. Such procedures will include, but are not limited to: positive identification of the parent or guardian at the time of the child’s arrival and confirmation of identity and authority when the child is retrieved; security measures to prevent children from leaving the CWR unobserved or from being abducted, procedures for assuring that adequate supplies are made available by parents for child care, e.g., baby seats, special care instructions (i.e., declaration of any food allergies, special needs, etc.), etc. Systems and procedures developed and/or used by the Contractor become the property of Court during and after expiration or termination of this Agreement.
   4. Contractor will comply with all safety and security policies, plans, and procedures of the Court, including but not limited to those specific to each court location. In the event of an Emergency Evacuation:
      1. Contractor will equip each CWR with a rolling suitcase or similar equipment at its expense that contains sufficient activities (crayons, paper, books, manipulatives. etc.) to engage the children should an emergency (or drill) require them to be out of the room for an extended period of time. Said suitcase will also include a basic first aid kit, a small amount of snack items, and bottled water.
      2. Contractor’s staff will bring the current Daily Attendance Sheet with them to designated evacuation location. Contractor’s staff will remind parent or guardian during sign-in process that children will not be released until the room has been cleared and children are allowed to return.
   5. During Hours of Operation, at least one of Contractor’s staff at each CWR is required to be certified in cardiopulmonary resuscitation (CPR) either by the American Red Cross or the American Heart Association, or by the training program approved by the emergency Medical Services Authority pursuant to Health and Safety Code section 1797.191.
   6. Contractor will monitor all supplies and equipment to ensure that they are clean, safe, and appropriate for use in the CWR.
4. **ADMITTING/DEPARTURE PROCEDURES**
   1. **Admitting Procedures**.
      1. Each child to be admitted must be accompanied to the room by a parent or guardian.
      2. Prior to admittance, a Child Registration Form must be completed and signed by the parent or guardian that is to includes, but is not limited to:
         1. Date; and
         2. Child’s name; and
         3. Child’s birth date; and
         4. Address; and
         5. Telephone number; and
         6. Special instructions for the care of the child; and
         7. Emergency contact information; and
         8. Parent or guardian signature.
      3. Contractor will provide each parent or guardian who requests that a child be cared for in the Children’s Waiting Room a Parent/Guardian Agreement Form that states the responsibilities of the parent or guardian and the policies and procedures of the CWR. Contractor’s staff will instruct parent or guardian to carefully read said agreement which will include, but is not limited to:
         1. All forms must be completed and signed; and
         2. Photo identification must be provided upon request; and
         3. A child must be 30 months (2 ½ years) and toilet-trained; and
         4. No sick children will be admitted. If it is determined that the child is sick (i.e., lice, chicken pox, fever, etc.) after the parent or guardian leaves, the adult will be contacted and requested to pick-up the child immediately; and
         5. Children will be released only to the parent or guardian satisfying the identification protocol in place. No exceptions will be made unless ordered by a judge or commissioner; and
         6. Parent or guardian must inform the Children’s Waiting Room of the courtroom in which their proceeding will take place and in the event of a courtroom change; and
         7. Parent or guardian may not leave the courthouse while the child is in the waiting room. No exceptions; and
         8. If a child is not picked up on time, the Children’s Waiting Room staff may call the Sheriff’s Department to take the child into protective custody; and
         9. No inappropriate language or behavior will be tolerated by adults or children visiting the Children’s Waiting Room; and
         10. Children must be picked up no later than closing time as indicated in the Hours of Operation in this Scope of Work. If a child is not picked up on time, the Sheriff’s Department will be contacted and the child will be taken into protective custody.

Contractor’s staff will review said agreement with the parent or guardian to insure that the parent or guardian understands his/her responsibilities and then obtain the parent or guardian’s signature, and then countersign the agreement.

* + 1. The parent or guardian and child will be provided with a form of matching identification such as wristbands that cannot be easily removed or transferred.
    2. Contractor will complete a Daily Attendance Sheet that includes, but is not limited to:
       1. Child’s name; and
       2. Child’s age; and
       3. Name of Parent/Guardian signing child in; and
       4. Cell phone number of parent/guardian; and
       5. Courtroom to which parent or guardian is assigned; and
       6. Arrival and departure times; and
       7. Matching identification information; and
       8. Contractor’s staff confirmation of positive identification and release.
  1. **Departure Procedures.**
     1. Before releasing any child to the parent or guardian, staff must:
        1. Verify that the parent or guardian picking up the child satisfies the identification protocol in place which positively identifies the child to the parent or guardian; and
        2. Complete the Daily Attendance Sheet, including departure time and the parent or guardian’s signature or initials.

1. **DELIVERABLES**
   1. Utilizing its own laptop computer and printer, Contractor will promptly compile, and submit to the Court, an Incident Report in the event of any unusual, dangerous, or problematic incident(s) that occur; and
   2. Contractor will electronically submit monthly, quarterly, and annual data reports to the Court. Said reports will provide statistical date that includes, but is not limited to:
      1. Ages of children utilizing services; and
      2. Length of stay; and
      3. Parent/Guardian destination; and
      4. Total children served by day; and
      5. Total children served by session.
   3. Public Input/Feedback
      1. *Customer Satisfaction*. Contractor will provide one or more easily accessible means for the public to provide feedback and conduct a twice yearly survey. Contractor will provide the Court with an electronic report of the data and, if requested, copies of the feedback and/or surveys.
      2. *Customer Complaints*. Contractor will thoroughly investigate and respond appropriately and expeditiously to all complaints by the public related to Program services. Contractor will consult with the Court’s Project Manager prior to responding to complainant. After each matter is concluded, Contractor will promptly provide the Court with electronic copies of the complaint, written responses, and a statement concerning the appropriate corrective action taken.
2. **FUNDING**

Contractor acknowledges that the Program is funded by a portion of filing fees collected by the Court, and that said fees are subject to vary. Pursuant to Section 8.3 of Attachment 2: General Terms and Conditions/Defined Terms, the Court may terminate this Agreement or adjust Program services due to available funding.

*End of Exhibit A*