



**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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Telephone 415-865-7960 • Fax 415-865-4325 • TDD 415-865-4272

RONALD M. GEORGE  
*Chief Justice of California*  
*Chair of the Judicial Council*

WILLIAM C. VICKREY  
*Administrative Director of the Courts*

RONALD G. OVERHOLT  
*Chief Deputy Director*

CHRISTINE M. HANSEN  
*Director, Finance Division*

**TO:** POTENTIAL BIDDERS

**FROM:** Administrative Office of the Courts  
Center for Families, Children and the Courts

**DATE:** August 24, 2004

**SUBJECT/PURPOSE OF MEMO:** REQUEST FOR PROPOSALS  
Proposals to provide representation for minors in juvenile dependency proceedings in the Superior Court of California, County of Santa Barbara.

**ACTION REQUIRED:** You are invited to review and respond to the attached Request for Proposals ("RFP"):  
  
Project Title: Minor Representation in Juvenile Court Proceedings,  
Superior Court of California, County of Santa Barbara  
RFP Number: CFCC 04-01

**PROPOSAL DUE DATE:** **Proposals must be received by 1 p.m. on September 13, 2004**

**SUBMISSION OF PROPOSAL:** Proposals should be sent to:  
**Judicial Council of California**  
**Administrative Office of the Courts**  
**Attn: Nadine McFadden**  
**455 Golden Gate Avenue, 7<sup>th</sup> Floor**  
**San Francisco, CA 94102**

**BIDDERS CONFERENCE:** **Friday, September 3 at 1:00 p.m. (Conference Call)**

**CONTACT FOR FURTHER INFORMATION:**

|              |              |              |                        |
|--------------|--------------|--------------|------------------------|
| <b>NAME:</b> | <b>TEL:</b>  | <b>FAX:</b>  | <b>E-MAIL:</b>         |
| Leah Wilson  | 415-865-7977 | 415-865-7217 | leah.wilson@jud.ca.gov |

## 1.0 GENERAL INFORMATION

### 1.1 Background

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.

### 1.2 Center for Families, Children and the Courts

The Center for Families, Children & the Courts (CFCC) is dedicated to improving the quality of justice and services to meet the diverse needs of children, youth, families, and self-represented litigants in the California courts.

The CFCC has implemented the Dependency Representation Administration Funding and Training (DRAFT) pilot program to further the Judicial Council's goal of improving the quality of court-appointed counsel in juvenile dependency proceedings and maximizing the resources available for those services.

### 1.3 Key Events and Dates

| Event                                             | Date                                           |
|---------------------------------------------------|------------------------------------------------|
| Issue RFP                                         | August 24, 2004                                |
| Pre-Proposal Bidders' Conference Call (mandatory) | September 3, 2004, 1:00 p.m.<br>(866) 223-4039 |
| Proposals Due                                     | September 13, 2004, 1:00 p.m.                  |
| Notice of Award (estimated)                       | September 20, 2004                             |
| New contractor to begin service                   | October 1, 2004                                |

## 2.0 PURPOSE OF THIS RFP

The Court and the AOC seek to identify and retain qualified service providers to provide high quality, cost-effective representation for minors in juvenile dependency proceedings in the Superior Court of California, County of Santa Barbara (Court). This RFP is the means for prospective service providers to submit their qualifications to the AOC and request selection as a service provider.

The Court and the AOC seek proposals for separate and distinct offices to serve the North County (Santa Maria/Lompoc/Solvang) and South County (Santa Barbara) Courts, as defined

in Santa Barbara Superior Court Rules, Chapter 2, part 201. ([http://www.sbcourts.org/general\\_info/ct\\_rules.htm#2](http://www.sbcourts.org/general_info/ct_rules.htm#2)). The AOC intends to award a contract through the end of the current fiscal year (June 30th), with an option to renew on an annual basis for two one-year extensions.

Bidders may submit proposals detailing services for the North County Court only, for the South County Court only, or for the entire county.

### **3.0 SCOPE OF SERVICES (See Attachment C for Description of Scope of Services)**

### **4.0 SPECIFICS OF A RESPONSIVE PROPOSAL**

Responsive proposals should provide straightforward, concise information that satisfies the requirements noted below. Expensive bindings, color displays and the like are not necessary or desired. Emphasis should be placed on conformity to the AOC's instructions, requirements of this RFP, and completeness and clarity of content.

Bidder must provide six (6) copies of the proposal to the AOC. Each copy must be signed by an authorized representative of the service provider, including name, title, address, and telephone number of one individual who is the responder's designated representative.

Proposals should be sent to the following address:

Ms. Nadine McFadden  
Administrative Office of the Courts  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102-3660

### **Proposal Format**

The proposal will be organized in the following format:

- 4.1 Title Page
- 4.2 Letter of Introduction
- 4.3 Description of Services to be Provided
- 4.4 Resumes
- 4.5 References
- 4.6 Budget and Cost Estimate
- 4.7 Acceptance of Conditions
- 4.8 Financial Statement and Contract
- 4.9 Other
- 4.10 Additional Information

Each of the above items must appear in order in the proposal and must cover information as specified below. The absence or inadequacy of such information may be grounds for disqualification.

4.1 Title Page

The title page will show the respondent's name, the proposal title, and the date submitted.

4.2 Letter of Introduction

The bidder must state exactly on what he/she is bidding, including specifying whether the bid covers the North County only, the South County only, or the entire county. Within a one-page limit, the following must be included: applicant's name, address, telephone, fax, and social security number or federal tax identification number and a statement as to whether the applicant is an individual, partner or corporation. The letter will be signed by an individual, partner, or officer of the corporation authorized to bind the corporation, depending on the legal nature of the applicant. The letter of introduction must also name the person or persons who will be authorized to make representations for the applicant, their address, telephone and fax number.

If the response to the Request for Proposals is a joint venture or involves subcontracting, this must be so stated in the Letter of Introduction.

4.3 Description of Services to be Provided

The bidder must describe in detail the proposed content for the work products identified for this project addressing the attorney activities and scope of services outlined in Attachment C, Sections II, III, IV and VI. Bidders may submit multiple bids reflecting differences in attorney caseloads, service levels (e.g., attending Independent Education Plans (IEP's) or school disciplinary proceedings, visiting out-of-county clients in placement settings prior to hearings) and contract amount. Where non-attorney staffing will be used to perform the services outlined in Attachment C, Section II, III, IV and VI, the exact duties of such staff should be described in detail

4.4 Resumes

Resumes must describe the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities. Resumes for key attorney staff should identify training and experience necessary to comply with Santa Barbara Superior Court Rules, Chapter 20, part 2009 (b) and California Rule of Court (CRC) 1438. The Santa Barbara Court Rules may be found at [http://www.sbcourts.org/general\\_info/ct\\_rules.htm#20](http://www.sbcourts.org/general_info/ct_rules.htm#20). CRC 1438 may be found at <http://www.courtinfo.ca.gov/rules/titlefive/titlefive.pdf>.

4.5 References

Names, addresses, and telephone numbers of a minimum of five (5) references for whom the service provider has conducted similar services. References may include judicial officers; attorneys who are familiar with the provider's dependency

representation, including opposing counsel; and system partners such as county welfare workers. The AOC or the Court may check references listed by the bidder.

#### 4.6 Budget and Cost Estimates

Any combination of hourly and annual contract rate bids will be accepted. For hourly bids, the bidder must provide the hourly rate for attorneys and other staff assisting in the representation and an anticipated average number of hours per case per attorney and support staff, including a separate rate, if applicable, for travel time to visit in-county clients in their placement settings prior to each statutory hearing.

For annual contract bids, the bidder must specify in this section a cost breakdown showing the total maximum cost to the AOC for this project for the period from October 1, 2004 through June 30, 2005. Annual contract bids must be on a "flat fee for all cases" basis. Proposal reviewers will assume that each proposal's 12-month cost will reflect an annualization of this 9-month bid amount. If this is not the case, clarify the correct annualized contract cost in this section.

The budget should be presented with the understanding that it will be final and will not be exceeded. However, the AOC agrees to re-negotiate the contract in the event the state legislature changes dependency statutes or court decisions are made that significantly impact workload requirements. The AOC and the Court will jointly determine whether or not it is appropriate to re-negotiate an existing contract because of increased workload requirements.

For both hourly and annual contract bids, a detailed breakdown of costs as outlined in Section 5.0: Cost Proposal, must be provided.

#### 4.7 Acceptance of Conditions

By submitting a proposal, the applicant affirms that he/she accepts the following conditions, any of which may be included in the contract to be entered into between the AOC and the bidder:

1. The AOC may require whatever supporting documentation it deems necessary relative to the applicant's financial ability to complete the contract.
2. The AOC and the Court reserve the right to ask for further information from the applicant, either in writing or verbally; any such requests will be addressed to that person or persons authorized by the applicant to represent the applicant.
3. The AOC and the Court reserve the sole right to evaluate the applicant's representatives.
4. The AOC and the Court may select an applicant from those submitting proposals. Said selection shall be made on the basis of the evaluation criteria set forth in this RFP. The AOC has no obligation to disclose the names of the evaluation panel members. The AOC and the Court reserve the right to reject any and all proposals.
5. When the applicant has been selected by the evaluation panel, the AOC and the applicant, in consultation with the Court, will negotiate a final contract based on

the Contract Terms and Conditions in Attachment A, as further described in section 10.0 below.

6. The AOC and the Court may cancel this project at any time up until the award of the contract, without any cost or obligation. In the event agreement cannot be reached with the selected applicant, the AOC and the Court reserve the right to select an alternate applicant.
7. Conditions to be accepted if any work is subcontracted:
  - a. The applicant is the prime and responsible party for contracting and communicating the work to be performed and for channeling other information between the AOC and subcontractors;
  - b. All subcontractors are subject to the AOC and the Court's approval; and
  - c. Applicant shall ensure that any subcontractors are bound by the terms of the contract that results from this RFP.
8. The applicant assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by its own organization or is subcontracted to another.

#### 4.8 Financial Statement and Contract

The proposal must include a statement that the applicant is financially capable of supporting the operation for 75 days prior to the first payment. After receipt of a proper invoice, first payment for services will be forwarded to the successful vendor via U.S. mail, 45 days after the first 30 days of service. Thereafter, vendor may bill on a monthly basis; the AOC will pay invoices within 45 days of receipt.

#### 4.9 Other

Within their quotations, applicants must define any section of this Request for Proposals to which they take exception. Applicants must identify the specific section, paragraph and reason for the exception. If applicant does not take exception, applicant has indicated his/her agreement.

#### 4.10 Additional Data

Material and data not specifically requested for evaluation, but which the applicant feels is essential, must not appear in other proposed sections but may be included in this section. This data may be generalized narrative of a non-specific nature, or promotional material.

If there is no additional data the applicant wishes to present, this section will consist of the statement, "There is no additional data we wish to present."

### **5.0 COST PROPOSAL**

Submit a detailed line item budget showing total cost of the services. Fully explain and justify all budget line items in a narrative entitled "Budget Justification." Proposals must indicate:

1. The structure of the proposed representational model (e.g., organizational representation, solo practitioner, centrally administered panel, etc.);
2. Whether the bid is based on a contract amount, an hourly rate, or a combination of both; and
3. The following:
  - Number and FTE status of attorneys included in the proposal<sup>1</sup>;
  - Number, type and FTE status of non-attorney staffing, if applicable;
  - Proposed number of clients (counting each child as a client, irrespective of sibling group affiliation) per attorney;
  - For hourly rate bids, proposed number of attorney and non-attorney hours per case, annually, including travel time to visit child clients in their in-county placement settings prior to each statutory hearing;
  - Salaries and benefits of and/or hourly rate to be provided to attorney and non-attorney staff;
  - Contractual social worker/investigator costs, if applicable;
  - Rent costs, if applicable; and
  - Other overhead costs, if applicable.

Bids to provide service for the entire county must provide separate cost breakdowns for both a North County and a South County office.

Note that prior approval from the Court will be required for expert witnesses, psychiatric evaluations and other non-routine case costs. These costs will not be included in the contract for services, and should not be reflected in proposals.

## **6.0 RIGHTS**

The AOC and the Court reserve the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC, the Court or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record subject to disclosure under the California public records act.

Only written responses will be accepted. Responses should be sent by registered or certified mail or by hand delivery.

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<sup>1</sup> For purposes of this section, FTE status refers to the portion of the individual's workload that the representation of minors in dependency proceedings will comprise.

## **7.0 PROJECT MANAGEMENT**

The Project Manager for this RFP process is:

Leah Wilson  
Center for Families, Children and the Courts  
Administrative Office of the Courts  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102-3660  
(415) 865-7977  
(415) 865-7217 fax  
leah.wilson@jud.ca.gov

## **8.0 EVALUATION OF PROPOSALS**

Proposals will be evaluated by the AOC and the Court using the following criteria, in order of descending priority:

- a. Demonstrated ability to provide quality legal services to minors in dependency proceedings.
- b. Description of plan to provide comprehensive, high quality services to both the North County and South County Courts.
- c. Related experience, background and professional qualifications of the personnel who are responsible for providing dependency counsel services and program administration (if applicable).
- d. Description of organizational structure and service delivery plan.
- e. A clear, concise, and complete program proposal.
- f. Reasonableness of cost proposal.
- g. Fiscal section of proposal that demonstrates:
  - Financial and management stability of bidder; and
  - Percentage of bidder's costs directly applied to attorney services and indirect costs.

## **9.0 ADDITIONAL REQUIREMENTS**

It may be necessary to interview prospective service providers to clarify aspects of their submittal. If conducted, interviews will likely be conducted by the Court's presiding juvenile court judge. The AOC will notify prospective service providers regarding the interview arrangements.

## **10.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES**

Contracts with successful parties will be signed by the parties on a State of California Standard Agreement form and will be based on the AOC's contract terms and conditions included as Attachment A. Additional terms and conditions appropriate for this project may be included in the final agreement.



The proposal must include a statement as to whether the proposer accepts the terms and conditions set forth in Attachment A or whether the proposer takes any exceptions. The proposer will be deemed to have accepted such terms and conditions, except as is expressly called out in the proposal. If exceptions are taken, proposer must submit a "redlined" version of the term or condition showing all proposed modifications. The proposer must provide an explanation as to why the modification is required. The proposer's willingness to accept the terms and conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the proposal.

Although the AOC will consider alternate language, the AOC will not be bound by contract language received as part of a proposal. If the proposer requires that the AOC be bound by some or all of the proposed contract language, the proposal may be considered non-responsive and may be rejected.

Incorporated in this RFP, and attached as Attachment B, is a document entitled "Administrative Rules Governing Requests for Proposals." Service providers shall follow these rules in preparation of their proposals.

#### **11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION**

The Administrative Office of the Courts' policy is to follow the intent of the California Public Records Act (PRA). If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

## STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

## SPECIAL PROVISIONS

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “**Administrative Director**” refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- B. “**Amendment**” means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- C. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- D. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “Agreement.”
- E. “**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.

RFP for Santa Barbara Minors' Representation  
Attachment A  
Contract Terms and Conditions

- F. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- G. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- H. “**Day**” means calendar day, unless otherwise specified.
- I. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- J. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
  - ii. Acts or omissions of any government entity;
  - iii. Fire or other casualty for which a party is not responsible;
  - iv. Quarantine or epidemic;
  - v. Strike or defensive lockout; and,
  - vi. Unusually severe weather conditions.
- K. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- L. “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
  - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- M. “**Project**” refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- N. The “**State**” refers to the Judicial Council of California / Administrative Office of the Courts (“AOC”). The State is one of the parties to this Agreement. The term “State” shall also include any individual designated to perform technical and/or administrative functions, as set forth herein.

RFP for Santa Barbara Minors' Representation  
Attachment A  
Contract Terms and Conditions

- O. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**
- P. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- Q. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- R. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- S. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Standard of Professionalism

The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

4. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.

RFP for Santa Barbara Minors' Representation  
Attachment A  
Contract Terms and Conditions

- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

5. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.

6. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
  - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
  - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

7. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager, \_\_\_\_\_, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager. Any Notice from the Contractor to the State shall be in writing and shall be delivered the Project Manager as follows:

\_\_\_\_\_, Project Manager  
Judicial Council of California  
Administrative Office of the Courts  
455 Golden Gate Avenue  
San Francisco, CA 94102-3660

B. Notice to the Contractor shall be directed in writing to:

\_\_\_\_\_  
@Attn  
@Address1  
@Address2

8. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the State agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

9. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

10. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

11. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

12. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than three (3) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

13. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.

14. Insurance Requirements

- A. The Contractor shall maintain in full force during the full term of the Agreement, insurance in the following amounts and coverage:
- i. Workers' Compensation, with limits not less than the statutory requirement for the state of residency.
  - ii. Employers' Liability, with limits not less than \$1,000,000.00 for each accident.
  - iii. Commercial General Liability Insurance at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions, with limits not less than \$1,000,000.00 for each occurrence, combined single limit bodily injury and property damage.
  - iv. Business Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, combined single limit bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable.
  - v. Professional Liability Insurance: Malpractice, with aggregate limits not less than \$1,000,000.00.
- B. The Contractor's Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:
- i. The State of California, its officers, officials, agents, and employees shall be endorsed as additional insured.
  - ii. The policies shall be primary insurance to any other insurance available to the additional insureds with respect to any claims arising out of this Agreement, and the insurance shall apply separately to each insured against whom a claim is made or a suit is brought.
- C. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting insurance for professional liability-malpractice, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.



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- D. All of the Contractor's policies shall be endorsed to provide fifteen (15) days advance written notice to the State of cancellation, nonrenewal, and reduction in coverage, mailed to the following address: Judicial Council, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Avenue, San Francisco, CA 94102.
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before the Contractor begins any work under this Agreement, and complete copies of each policy upon the State's request.
- F. Approval of the insurance by the State shall not relieve or decrease the Contractor's liability under this Agreement.

15. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

- C. The Contractor may withdraw from representation of the State in a specific matter, or any person represented on behalf of the State under the Agreement, in any county where it is held that the Contractor's representation of the State, or any person represented on behalf of the State, constitutes a conflict of interest which would prevent the Contractor from appearing in the courts of such county on any matter.

16. Confidentiality

In the performance of the Work or services under this Agreement or contemplation of this Agreement, the Contractor may gain access to Confidential Information or other private information of the State, its personnel or constituents that if disclosed to third parties may

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be damaging to the State, its personnel or constituents. All Confidential Information or private information disclosed to the Contractor shall be held in confidence and used only in performance of this Agreement.

17. Ownership of Results and Records

Any interest of the Contractor in studies, reports, memoranda, computation sheets, questionnaires or surveys, raw data in any form, or other documents and/or recordings prepared by the Contractor in connection with services to be performed under this Agreement shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all these materials within thirty (30) Days. However, nothing in this paragraph creates any right in any person or entity, other than the Contractor, to material covered by the attorney work-product doctrine.

18. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

19. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

20. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

21. Nondiscrimination/No Harassment Clause

A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation.

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The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

22. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“**ADA**”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

23. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the State without prior review and written permission by the State.

24. Public Contract Code References

References to the Public Contract Code are provided for Contract's convenience only and shall not imply that the Public Contract Code applies to the AOC, but rather shall be used to define the Contractor's obligations under the particular contract provision in which such code section is referenced.

25. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

26. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

27. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

28. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

29. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

30. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

**JUDICIAL COUNCIL OF CALIFORNIA  
ADMINISTRATIVE OFFICE OF THE COURTS**

**ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS**

**A. General**

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 30 days following the deadline for its submission.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions that prescribe the format and content of proposals.

**B. Errors in the solicitation document**

1. If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the AOC with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the website where the RFP is posted.
2. If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the vendor shall bid at its own risk, and if the vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

**C. Questions regarding the solicitation document**

1. If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC 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 AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

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2. If a vendor submitting a proposal believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the solicitation document be changed. The request must set forth the recommended change and vendor's reasons for proposing the change. Any such request must be submitted to Leah Wilson at the AOC by the proposal due date and time listed on the cover letter of this RFP.

**D. Addenda**

1. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the website where the RFP is posted. If any vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify Leah Wilson at the AOC no later than three business days following the date the addendum was posted on the website.

**E. Withdrawal and resubmission/modification of proposals**

1. A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The vendor must sign the notice. The vendor may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed on the cover letter of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed on the cover letter of this RFP.

**F. Evaluation process**

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
3. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.

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4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
5. During the evaluation process, the AOC may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

**G. Rejection of bids**

1. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California or the Court.

**H. Award of contract**

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible vendor submitting a proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.
2. The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

**I. Decision**

1. Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to the Project Manager, Leah Wilson.

**J. Execution of contracts**

1. The AOC will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its

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requirements. However, exceptions taken by a vendor may delay execution of a contract

2. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

**K. Protest procedure**

1. The AOC intends to be completely open and fair to all vendors in selecting the best possible proposal within budgetary and other constraints described in the solicitation document. In applying evaluation criteria and making the selection, members of the evaluation team will exercise their best judgment.
2. A vendor submitting a proposal may protest the award if it meets all the following conditions:
  - a. the vendor has submitted a proposal that it believes to be responsive to the solicitation document;
  - b. the vendor believes that its proposal meets the AOC's administrative requirements and technical requirements, proposes items of proven quality and performance, and offers a competitive cost to the State of California; and
  - c. the vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.
3. A vendor submitting a proposal who is qualified to protest should contact Nadine McFadden at the AOC at the address given below, who will forward the protest to a Contract Specialist:

Nadine McFadden  
Project Manager  
Administrative Office of the Courts  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102-3660

4. If the Contract Specialist is unable to resolve the protest to the vendor's satisfaction, the vendor should file a written protest within five working days of the contract award notification. The written protest must state the facts surrounding the issue and the reasons the vendor believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:



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Grant Walker  
Business Services Manager  
Administrative Office of the Courts  
455 Golden Gate Avenue, 7<sup>th</sup> Floor  
San Francisco, CA 94102-3660

A receipt should be requested for hand-delivered material.

**L. News releases**

1. News releases pertaining to the award of a contract may not be made without prior written approval of the Business Services Manager of the AOC.

**M. Disposition of materials**

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

**N. Payment**

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provide in the agreement between the AOC and the selected vendor.

## **SCOPE OF SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER**

### **I. Juvenile Dependency Court Goals**

The Santa Barbara County Juvenile Dependency Court is the division of the Superior Court that has the responsibility for hearing cases involving children who have been abused and neglected. The legal actions in this Court are described in Welfare and Institutions Code sections 300 et seq.

As provided in the California Welfare and Institutions Code §300.2, the purpose of the juvenile court is:

“to provide maximum safety and protection for children who are currently being physically, sexually, or emotionally abused, being neglected, or being exploited, and to ensure the safety, protection, and physical and emotional well-being of children who are at risk of that harm. This safety, protection, and physical and emotional well-being may include provision of a full array of social and health services to help the child and family and to prevent repeat abuse of children. The focus shall be on the preservation and emotional well-being of the child.”

The mission of the Juvenile Dependency Court of the Santa Barbara County Superior Court is to protect children, preserve families, and provide permanency for children while treating all with dignity and respecting diversity.

Acknowledging that Juvenile Dependency Court is a court of law and that all parties have certain due process rights based upon the Federal and State Constitutions and statutes, the Juvenile Dependency Court of Santa Barbara County sets the following goals and takes steps to ensure that:

- Child safety shall be the primary consideration in all decisions within the juvenile dependency system.
- Families will encounter the same professionals throughout the time their case is before the Court.
- Children will experience a single stable placement within their community until a permanent home can be found.
- All children will have an identified permanent home within one year of removal from the home of their parents.
- All professionals will provide up-front services and interventions, using the court process as a last resort for the resolution of cases.
- All professionals will assist families who come in contact with the child welfare system to be able to solve their own problems.
- All professionals will resolve issues utilizing alternative dispute resolution techniques while keeping foremost the best interests of the child.

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- All professionals will cooperate in immediately gathering information regarding family members, including medical, mental health and educational histories and other facts necessary to assist the child and family members.
- The Court will provide a fair, speedy, economical, and accessible forum for the resolution of matters involving child welfare.
- All children under court jurisdiction will have their medical, mental health and educational needs addressed by their caretakers and all professionals working in the child welfare system.
- Services provided to children and parents will take into consideration issues of diversity, including race, ethnicity, sex, age, sexual orientation, religion, and culture.

## **II. Attorney Performance Requirements**

Attorneys for children must be prepared to do the following:

- Establish and maintain an attorney-client relationship with the child:
  - Explain to child at first meeting attorney's role, the nature of the attorney-client relationship, the nature of the proceedings and possible case outcomes;
  - Advise the child on a continuing basis of his or her legal rights; and
  - Advise the child on a continuing basis of his or her possible courses of action and the risks and benefits of each course of action.
- Visit child clients in their placements prior to each statutory hearing, whenever possible and practicable:
  - Interview all children four (4) years of age or older unless it is impracticable; and
  - Interview the child's caretaker, particularly when the child is under four (4) years of age.
- Conduct thorough, continuing, and independent investigations and interviews at every stage of the proceedings;
- Determine the child's interests and desires and advocate for those interests and desires;
- Contact social workers and other professionals associated with their client's case, including CASA and school personnel, prior to each hearing;
- Request services (by court order if necessary) to access entitlements and to ensure a comprehensive service plan, including services related to IEPs, and attend meetings related to the child, as practicable;
- Monitor compliance with court orders, including provision of and effectiveness of court-ordered services;
- File pleadings, motions, responses, or objections as necessary to represent the child;
- Prepare for and participate in all hearings:
  - Work to define trial issues and to settle contested issues;
  - Negotiate settlements, if appropriate;
  - Prepare trial briefs, if appropriate
  - Take positions relevant to the child on legal issues before the Court;
  - Seek and advocate for appropriate services for the child;
  - Introduce and examine witnesses on behalf of the child;

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- Cross-examine other witnesses;
- Evaluate the necessity and propriety of having the child (a) testify as a witness and (b) leave the courtroom:
  - prepare the child to testify if applicable;
  - protect the child by making objections and ensuring that testimony will cause minimum harm to the child; and
  - ensure that questions are developmentally and linguistically appropriate.
- Prepare for and participate in 241.1 hearings with a goal of maintaining dependency jurisdiction wherever possible and appropriate.
- Investigate the interests of the child beyond the scope of the juvenile proceeding and notify the Court of and, as appropriate, request authority from the Court to pursue issues on behalf of the child, administratively or judicially, following the procedure laid out in Santa Barbara Superior Court Rules, Chapter 20, part 2009 (d) ([http://www.sbcourts.org/general\\_info/ct\\_rules.htm#20](http://www.sbcourts.org/general_info/ct_rules.htm#20)).
- These interests may include:
  - school/special education issues;
  - mental health assessment and treatment;
  - immigration;
  - personal injury; and
  - delinquency or status offender matters.
- Determine if appeals and writs are appropriate and file if necessary;
- Attend dependency trainings provided by the Court and the AOC:
  - Comply with education and training standards outlined in Santa Barbara Superior Court Rules, Chapter 20, part 2009 (b) ([http://www.sbcourts.org/general\\_info/ct\\_rules.htm#20](http://www.sbcourts.org/general_info/ct_rules.htm#20)).
- Arrange for substitutive representation where necessary to avoid Court delay; and
- In addition to those sections specifically referenced, comply with Santa Barbara Superior Court Rules, Chapter 20 ([http://www.sbcourts.org/general\\_info/ct\\_rules.htm#20](http://www.sbcourts.org/general_info/ct_rules.htm#20)).

### **III. Additional Activities Expected of the Provider**

The Dependency Court fosters collaboration among all agencies involved in the system. As a result, the children's attorneys or the administrator of the program for the representation of minor children or his or her designee are expected to participate in system meetings that are intended to improve services for children and families in Dependency Court.

### **IV. Santa Barbara County Juvenile Court Facilities and Calendaring System**

The Superior Court hears juvenile dependency cases in Santa Maria (North County) and Santa Barbara (South County).

1. The North County Courtroom is located in Santa Maria

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Scope of Services

a. Court calendaring process:

Note: These calendars are subject to change.

Thursday 8:30 a.m. to 4:30 p.m.

First Appearances  
Detention hearings  
Jurisdiction hearings  
Dispositions  
Status reviews  
Post-permanency  
Adoptions  
W&I Section 366.26 hearings  
W&I Section 387 Petitions  
W&I Section 388 Petitions

Monday, Tuesday, Wednesday 1:30 p.m. to 4:30 p.m.

Contested Hearings (all stages)

Additional Appearances

Mandatory dependency mediation and settlement conferences  
Mandatory meet & confers

2. The South County courtroom is located in Santa Barbara

a. Court calendaring process:

Note: These calendars are subject to change.

Monday, Tuesday, Thursday 9:00 a.m. to 12:00 p.m.

Contested Hearings (all stages)

Wednesday 9:00 a.m. to 12:00 p.m.

First Appearances  
Detention hearings  
Jurisdiction hearings  
Dispositions  
Status reviews  
Post-permanency  
Adoptions  
W&I Section 366.26 hearings  
W&I Section 387 Petitions  
W&I Section 388 Petitions

Thursday 3:00 p.m. to 4:30 p.m.

Clean and Sober Calendar

Friday 1:30 p.m. to 4:30 p.m.

Juvenile Drug Court

Bidders must submit a proposal to represent minor children in the current arrangement of all dependency departments. The proposal must describe how each courtroom will be staffed so as to ensure adequate attorney availability at all times. No facilities will be provided for the contractor under this proposal. All office space, except for client interview rooms at the each of the two Court locations, will be the responsibility of the contractor.

**V. Background**

**A. Contracted Legal Representation of Minors**

Currently, the Court appoints the District Attorney to represent minors in dependency proceedings pursuant to Welfare and Institutions Code §317(c), and appoints the North County Defense Team for conflicts that arise in the North County, and Criminal Defense Associates for conflicts that arise in the South County. The Public Defender may also be appointed to represent the child if the District Attorney has a conflict.

**B. Opposing Counsel**

Currently, the Office of the Public Defender represents indigent parents in dependency proceedings. The Court appoints the North County Defense Team for conflicts that arise in North County, and Criminal Defense Associates for conflicts that arise in South County.

These contract services are separate and distinct from those to be provided under this RFP. A separate RFP has been issued to solicit bids for representation of parents in dependency cases.

**VI. Scope of Proposal and Objectives of the Request for Proposal**

The scope of this proposal is to provide minor child representation in newly filed dependency cases and in cases currently represented by the District Attorney or conflicts counsel. Note, however, that currently appointed attorneys will not be immediately released on specified cases, including but not limited to: (1) any case presently set for a contested hearing; or (2) any case that is within 30 days of the Department of Social Services' (DSS) filing of a report of a W&I §366.26 hearing. Cases falling in these two categories will not be transitioned to new providers selected as a result of this RFP process until after those hearings have been completed and until the Court has determined that an attorney transition is appropriate. The Court estimates that approximately 10% of the current caseload falls into one of these two categories.

*Provider types*

Proposals will be considered from all juvenile dependency provider types including:

- Non-profit organizations;
- Solo practitioners;
- Private firms; and
- Government agencies.

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 Scope of Services

For all provider types other than solo practitioners, the proposal must include additional information regarding organizational structure, including the following:

- Organizational chart
- Job descriptions
- Proposed caseloads of supervising attorneys; and
- Process for training and qualifying new attorneys to handle cases.

*North and South County Locations*

Proposals detailing services for the entire county must include the following:

- Proposed location of each separate office serving the North County and South County Courts; and
- Staffing levels for the North County and South County offices, identifying dedicated attorney and support staff in each office.

*Caseloads*

The caseload assumptions to be made by an applicant in preparing a proposal should be based on the following statistical data:

**Table 1: Representation in Dependency Matters**

| North County          |                |                |
|-----------------------|----------------|----------------|
| <b>Fiscal Year:</b>   | <b>2002-03</b> | <b>2003-04</b> |
| Parents <sup>1</sup>  | 201            | 219            |
| Children <sup>2</sup> | 279            | 304            |
| <b>TOTAL</b>          | <b>480</b>     | <b>523</b>     |

| South County          |                |                |
|-----------------------|----------------|----------------|
| <b>Fiscal Year:</b>   | <b>2002-03</b> | <b>2003-04</b> |
| Parents <sup>1</sup>  | 120            | 99             |
| Children <sup>2</sup> | 166            | 137            |
| <b>TOTAL</b>          | <b>286</b>     | <b>236</b>     |

Note that approximately 25% of children are placed out-of-county, and an additional 3% are placed out-of-state.

<sup>1</sup> The AOC's March 2003 survey of court-appointed dependency practitioners found that the number of parents represented is approximately 72% of the number of children represented.

<sup>2</sup> This figure is the average number of children supervised by Child Welfare each year. Source: Santa Barbara DSS.

**Table 2: Juvenile Dependency Statistics (FY 2000/01 - FY 2002/2003)<sup>3</sup>**

| North County                                         |            |            |            |
|------------------------------------------------------|------------|------------|------------|
| Fiscal Year:                                         | FY 00/01   | FY 01/02   | FY 02/03   |
| A. No. of Juveniles Subject of Dependency Petitions: |            |            |            |
| Original                                             | 59         | 119        | 129        |
| Subsequent                                           | 41         | 22         | 22         |
| <b>Total Filings</b>                                 | <b>100</b> | <b>141</b> | <b>151</b> |
| B. Juvenile Cases Disposed of:                       |            |            |            |
| 1. Before Hearing                                    |            |            |            |
| Original                                             | 0          | 1          | 1          |
| Subsequent                                           | 2          | 2          | 0          |
| <b>Total</b>                                         | <b>2</b>   | <b>3</b>   | <b>1</b>   |
| 2. After Hearing                                     |            |            |            |
| a. Uncontested                                       |            |            |            |
| Original                                             | 53         | 95         | 131        |
| Subsequent                                           | 27         | 20         | 25         |
| <b>Total</b>                                         | <b>80</b>  | <b>115</b> | <b>156</b> |
| b. Contested                                         |            |            |            |
| Original                                             | 38         | 38         | 33         |
| Subsequent                                           | 16         | 16         | 14         |
| <b>Total</b>                                         | <b>54</b>  | <b>54</b>  | <b>47</b>  |
| 3. Disposition Total                                 |            |            |            |
| Original                                             | 91         | 134        | 165        |
| Subsequent                                           | 45         | 38         | 40         |
| <b>Total Dispositions</b>                            | <b>136</b> | <b>172</b> | <b>204</b> |
| C. Other Data                                        |            |            |            |
| 1. Detention Hearings                                |            |            |            |
|                                                      | 78         | 92         | 101        |
| 2. Semi-annual Reviews                               |            |            |            |
|                                                      | 657        | 546        | 607        |

<sup>3</sup> Source: Superior Court of California, County of Santa Barbara.



RFP for Santa Barbara Minors' Representation  
 Attachment C  
 Scope of Services

South County

| <b>Fiscal Year:</b>                                  | <b>FY 00/01</b> | <b>FY 01/02</b> | <b>FY 02/03</b> |
|------------------------------------------------------|-----------------|-----------------|-----------------|
| A. No. of Juveniles Subject of Dependency Petitions: |                 |                 |                 |
| Original                                             | 62              | 33              | 41              |
| Subsequent                                           | 13              | 38              | 22              |
| <b>Total Filings</b>                                 | <b>75</b>       | <b>71</b>       | <b>63</b>       |
|                                                      |                 |                 |                 |
| B. Juvenile Cases Disposed of:                       |                 |                 |                 |
| 1. Before Hearing                                    |                 |                 |                 |
| Original                                             | 1               | 0               | 0               |
| Subsequent                                           | 0               | 1               | 2               |
| <b>Total</b>                                         | <b>1</b>        | <b>1</b>        | <b>2</b>        |
| 2. After Hearing                                     |                 |                 |                 |
| a. Uncontested                                       |                 |                 |                 |
| Original                                             | 55              | 35              | 33              |
| Subsequent                                           | 9               | 21              | 6               |
| <b>Total</b>                                         | <b>64</b>       | <b>56</b>       | <b>39</b>       |
| b. Contested                                         |                 |                 |                 |
| Original                                             | 30              | 26              | 18              |
| Subsequent                                           | 13              | 11              | 8               |
| <b>Total</b>                                         | <b>43</b>       | <b>37</b>       | <b>26</b>       |
| 3. Disposition Total                                 |                 |                 |                 |
| Original                                             | 86              | 61              | 51              |
| Subsequent                                           | 22              | 33              | 16              |
| <b>Total Dispositions</b>                            | <b>108</b>      | <b>94</b>       | <b>67</b>       |
|                                                      |                 |                 |                 |
| C. Other Data*                                       |                 |                 |                 |
| 1. Detention Hearings*                               | 63              | 33              | 39              |
|                                                      |                 |                 |                 |
| 2. Semi-annual Reviews*                              | 452             | 440             | 380             |

*Attorney staffing*

Proposals must reflect a minimum of two full-time attorneys for the North County Court and one full-time attorney for the South County Court

*Conflicts*

Proposal must describe how all potential levels of conflicts will be address, and must demonstrate the ability to provide representation for at least two levels of conflict, including procedures to avoid ethical conflicts while providing representation to more than one party in

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a dependency case. Please describe how you will structure your professional staffing in order to avoid any secondary conflicts within your group.

*Reporting and Billing Requirements*

- The service provider will be required to maintain and report to the AOC statistical information regarding dependency representation including but not limited to the number of new cases opened by month, the number of cases disposed of by month, the number of open cases by month, and the time spent by case, by month. This reporting requirement will be built into the billing mechanism.
- Reporting requirements are subject to change, and the AOC may require the service provider to provide additional statistical and financial information.
- The service provider will be required to submit invoices on standard billing forms provided by the AOC. Failure to accurately complete information required on the billing form will result in rejection of invoices and non-payment for services.