



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

FINANCE DIVISION

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*Director, Finance Division*

**TO:** **POTENTIAL PROPOSERS**

**FROM:** Administrative Office of the Courts  
Finance Division

**DATE:** January 14, 2010

**SUBJECT/PURPOSE OF MEMO:** **ADDENDUM #1**  
Project Title: Sacramento Dependency Representation  
RFP Number: CFCC-202001-RB

**DATE AND TIME PROPOSAL DUE:** Proposals must be received by February 14, 2011, **no later than 3:00 p.m. (Pacific Time).**

**SUBMISSION OF PROPOSAL:** Proposals must be sent to:  
**Judicial Council of California**  
**Administrative Office of the Courts**  
**Attn: Nadine McFadden, RFP No. CFCC-201001-RB**  
**455 Golden Gate Avenue, 7th Floor**  
**San Francisco, CA 94102-3688**

Deletions in the RFP are shown in red strikethrough font (~~red strikethrough~~); insertions are shown in blue double underlined font (blue double underlined font). Paragraph numbers refer to the numbers in the original RFP.

This Addendum 1 hereby modifies the RFP as follow:

**A. The following change is made to Attachment A, Contract Terms and Conditions, Exhibit A, Terms and Conditions, Section 11, Actions of Contractor Upon Termination:**

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**11. ACTIONS OF CONTRACTOR UPON TERMINATION**

- A. Immediately upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by the State and to minimize the liability of Contractor and the State to Third Parties as a result of termination. All such actions shall be subject to the prior approval of the State, at the State's sole discretion, and shall be in accordance with the attorneys' obligations to their clients.
- i. Withdrawal and Tail Representation. Contractor will continue to represent existing clients until Contractor withdraws as counsel of record (or substitutes counsel) without prejudice to the interests of Contractor's clients and without violating any law, rule or regulation.
  - ii. Release from Performance of Services. Contractor will be released from performing Services to the extent Contractor effectively withdraws as counsel of record (or substitutes counsel) in accordance with section 11.A above. If Contractor cannot be released from performing Services due to an inability to withdraw as described above, Contractor will give the State as much written notice as possible before the termination date, which notice will describe each affected matter and the basis for the Contractor's inability to withdraw, and the Contractor and the State will then confer in good faith. If a court orders that Contractor maintain certain representations or, using its reasonable judgment, the State determines that Contractor's assertions warrant its continued representation as its withdrawal is not permitted for the reasons stated in the immediately preceding paragraph, then, until such time as this Agreement would have expired, (had it not been earlier terminated for change in law) pursuant to the expiration date of the Agreement or, if renewed, the date of expiration of the renewed Agreement, the following provisions shall apply:
    - a. Contractor's duties under this Agreement will continue after the Termination Date solely with respect to the affected matters;
    - b. Compensation following the Termination Date will be at a rate of \$~~75~~Dollar Amount per hour for legal services provided;

- c. In addition, the State will reimburse the Contractor for any direct, reasonable, actual expenditures for long distance telephone and, if contained in a court order, Third Party experts.

**B. The following change is made to Attachment A, Contract Terms and Conditions, Exhibit B, Scope of Services and Service Levels, Section 1, Scope of Services:**

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**1. SCOPE OF SERVICES**

- A. Contractor shall comply with Sacramento Superior Court Rules in performance of this Contract.
- B. Contractor shall represent a total of approximately [No. of clients] clients in juvenile dependency proceedings in the Superior Court of California, County of Sacramento. The client number is a point-in-time figure.
- C. This representation requires, but is not limited to, adherence to the following performance standards:
  - i. Establishing and maintaining an attorney-client relationship;
  - ii. Visiting child clients at each new placement, whenever feasible;
  - iii. Conducting thorough, continuing, and independent investigations and interviews at every stage of the proceedings;
  - iv. Determining their client's interests and desires and advocating for those interests and desires;
  - v. Contacting social workers and other professionals associated with their client's case prior to each hearing, whenever practical and appropriate:
    - For child clients, this includes contacting CASA and school personnel;
  - vi. Requesting services (by court order if necessary) to access entitlements and to ensure a comprehensive service plan:
    - For child clients, this includes requesting services related to IEPs and attending meetings related to the child, as practical and appropriate;
  - vii. Monitoring compliance with court orders, including provision of and effectiveness of court-ordered services;
  - viii. Filing pleadings, motions, responses, or objections as necessary to represent the client;
  - ix. Preparing for and participating in all hearings:
    - For child clients, preparing for and participating in 241.1 hearings pertaining to current juvenile dependents with a goal of maintaining the dependency jurisdiction wherever possible and appropriate;

- [For parent clients, representation at hearings set to determine the ability to pay for the cost of court appointed counsel.](#)
- x. Investigating the interests of child clients beyond the scope of the juvenile dependency proceeding and notifying the court of issues on behalf of the child, administratively or judicially. These interests may include:
  - School/special education issues;
  - Mental health assessment and treatment;
  - Immigration;
  - Personal injury; and
  - Delinquency or status offender matters;Contractor shall not be required to provide legal representation regarding any of the above-referenced interests.
- xi. Participating in alternative dispute resolution efforts, including but not limited to Family Group Conferences, Team Decision Making meetings and mediation, as appropriate and beneficial to the client;
- xii. Determining if appeals and writs are appropriate and, where necessary, filing writ and notice of appeal; and
- xiii. Arranging for substitutive representation where necessary to avoid court delay.

**C. The following change is made to Attachment A, Contract Terms and Conditions, Exhibit B, Scope of Services and Service Levels, Section 5, System Meetings:**

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**5. SYSTEM MEETINGS**

- A. Contractor shall participate in systems meetings that are intended to improve services for children and families in dependency court. Those meetings include but are not limited to:
- [i. Dependency Standing Committee](#)
  - [ii. Subcommittees of the Dependency Standing Committee](#)
  - [iii. Schools Advisory Committee](#)
  - [iv. 241.1 Committee](#)
  - [v. Medical and Mental Health Subcommittee of the Criminal Justice Cabinet](#)
  - [i.vi. Statewide or local multi-disciplinary trainings or conferences](#) ~~[To be specified by the court]~~
- [Additional meetings may be established, as changes in the law require.](#)

**D. The following change is made to Attachment A, Contract Terms and Conditions, Exhibit B, Scope of Services and Service Levels, Section 6, Staffing and Service Level:**

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**6. STAFFING AND SERVICE LEVEL**

A. Contractor agrees to provide, at a minimum, the following staffing pursuant to this agreement:

- i. [No. of full time employee Attorney(s)] FTE Attorneys
- ii. [additional staff if appropriate]

B. The annual salary for key personnel shall be as follows:

i. Staff and salaries to be identified in this section will include management staff, attorneys and social workers.

~~B.C.~~ Contractor agrees to represent approximately [No. of clients] clients in dependency cases. Contractor agrees to keep monthly statistics regarding the number of clients represented as identified in section 7, below. In the event that the number of clients represented by Contractor increases or decreases by 25% or more over any consecutive 3-month period within the term of the Contract, State and the Contractor agree to discuss and renegotiate the level of staffing and payment to Contractor that is required under this Agreement.

**E. The following change is made to Attachment A, Contract Terms and Conditions, Exhibit B, Scope of Services and Service Levels, Section 7, Case Reports and Maintenance of Records:**

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**7. CASE REPORTS AND MAINTENANCE OF RECORDS**

A. Contractor shall provide the following State case management reports:

- i. Upon Contract Signing. A list of all current cases, including those transferred to Contractor from prior counsel;
- ii. Monthly Caseload Reports. Contractor shall provide statistical information on a monthly basis. Specific information will be provided in the manner prescribed by the State and will include, but will not be limited to, the following:
  - a. For newly-appointed cases:
    - (1) Case number;
    - (2) Party represented;
    - (3) For sibling groups, number of children represented
    - (4) Appointment date;

- (5) Initial hearing date;
- (6) Name of appointed attorney;

b. For cases where representation is terminated:

- ~~iii.~~(1) Case number:
- ~~a.~~(2) Date of termination of representation; and
- ~~b.~~(3) Reason for termination of representation.

iii. JCATS Case Calendaring. The service provider will be required to use the JCATS calendaring function to track court hearings, in order to facilitate the juvenile dependency court performance measures contained in California Rule of Court 5.505.

- iv. Quarterly Workload Reports. Contractor shall provide detailed statistical workload data to the AOC for a three-month period each year. The reporting quarter will change during each year of the Contract, and shall be specified by the State. Data will be provided by the Contractor in the manner prescribed by the State and will include, but will not be limited to, the following information for all ongoing cases:
  - a. The amount of out-of-court time spent on each case each day, including a breakdown of time spent on specific tasks for each case; and
  - b. The amount of time spent in court each day, including a daily list of the types of hearings for which an appearance is made.
- v. Monthly Staffing Reports. Contractor shall provide staffing information on a monthly basis in a manner prescribed by the State. Staffing reports will include the following:
  - a. Number of filled and unfilled positions listed in section 6.A, above; and
  - b. Name and FTE status of each person employed in the positions listed in section 6.A, above.
- vi. Annual Financial Reports. Contractor shall provide annual financial information, by completing and submitting the Income and Expenditures Report, which will be provided by the Project Manager, no later than forty-five (45) days after the end of the State's fiscal year. An audited financial statement may be provided in lieu of this report.

**F. The following change is made to Attachment C, Scope of Services, Section 11, Cost Recovery:**

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**11.0 COST RECOVERY**

Pursuant to AB 131, the State and the Court have established a Juvenile Dependency Counsel Collections Program for. Contractor must agree to participate in collections efforts at no additional

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cost; participation may include but is not~~will be~~ limited to the distribution of financial declaration forms to clients upon initial appointment.

*END OF ADDENDUM 1*