



Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-7960 •

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REQUEST FOR PROPOSALS

1.0 GENERAL INFORMATION

1.1 BACKGROUND

1.1.1 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 THE CENTER FOR FAMILIES, CHILDREN & THE COURTS

1.2.1 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.

1.2.2 The CFCC has implemented the Dependency Representation Administration Funding and Training (DRAFT) 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.

2.0 TIMELINE FOR THIS RFP

2.1 The AOC has developed the following list of key events from the time of the issuance of this RFP through the intent to award contract. All dates are subject to change at the discretion of the AOC.

EVENT	KEY DATE
RFP issued to http://www.courtinfo.ca.gov/reference/rfp/	
Pre-proposal bidders' conference 111 N. Market Street, Suite 950, San Jose	October 31, 2008 at 12:00 p.m. (Pacific Time)
Questions and answers from bidder's conference and answers to questions sent to Solicitations@jud.ca.gov , will be posted at www.courtinfo.ca.gov/reference/rfp/	November 7, 2008
Proposal due date and time	December 12, 2008 by 3:00 p.m. (Pacific Time)
Notice of Intent to Award (<i>estimate only</i>)	February 13, 2009
Contractor to begin service	July 1, 2009

3.0 PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

- 3.1 The Superior Court of California, County of Santa Clara (Court) and the AOC seek to identify and retain a qualified service provider to provide high-quality, cost-effective representation for children in juvenile dependency proceedings. This RFP is the means for prospective service providers to submit their qualifications and request selection as a service provider.
- 3.2 The AOC intends to award one or more contracts for the period from July 1, 2009 through June 30, 2011, with an option to renew on an annual basis thereafter.
- 3.3 Proposals will be considered from all juvenile dependency provider types, including but not limited to:
 - Government agencies;
 - Non-profit organizations;
 - Private firms;
 - Solo practitioners, including panel organizational configurations; and
 - Any combination of the above.

4.0 SCOPE OF SERVICES (See Attachment D – *Scope of Services*)

5.0 SPECIFICS OF A RESPONSIVE TECHNICAL PROPOSAL

- 5.1 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.
- 5.2 The applicant must provide an unbound original and ten (10) copies of the proposal to the AOC. The proposal must be signed by an authorized representative of the service provider, including name, title, address, telephone number and email address of one individual who is the responder's designated representative. Proposals shall be valid for 90 calendar days following the proposal's due date ("Proposal Validity End Date"). In the event a final contract has not been awarded by the Proposal Validity End Date, the AOC reserves the right to negotiate extensions to the validity period of staff to be assigned to the Project. Describe key staff's knowledge of the requirements necessary to complete this project. Provide professional qualifications and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities. Submit hardcopy of key staff's information in proposal as well as electronically.
- 5.3 Proposals must be sent or delivered to the following address.
- Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden, RFP No. CFCC 11-08 DRAFT-Santa Clara-CT
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688
- 5.4 In addition to the hard copies mentioned above, applicants must also submit an electronic version of the complete proposal, including the completed Budget Templates, Appendices B and C, in Excel format. The electronic version of the proposal should be on a CD included with the hard copies mailed to Nadine McFadden at the above address of cost projections.
- 5.5 Proposals must be received no later than the Proposal Due Date and Time specified in Section 2.0. **THE AOC WILL NOT ACCEPT LATE PROPOSALS.** Only written responses will be accepted. Applicants are encouraged to submit their proposal by certified or registered mail or deliver in person in order to ensure receipt by the AOC by the specified deadline. A receipt should be requested for hand-delivered mail.
- 5.6 The contents of the proposal must appear in order set forth below and must contain the information as specified. The absence or inadequacy of such information may be grounds for the AOC to assess the proposal non-responsive.

Order:

- 5.6.1 Title Page
- 5.6.2 Letter of Introduction
- 5.6.3 Description of Services to be Provided
- 5.6.4 Competency and Experience Requirements (Including Resumes of Key Staff)
- 5.6.5 References
- 5.6.6 Cost Proposal and Budget
- 5.6.7 Acceptance of Proposal Conditions
- 5.6.8 Financial Statement and Contract
- 5.6.9 Statement Regarding Proposed Contract Terms and Administrative Rules
- 5.6.10 Specified Exceptions to RFP Terms
- 5.6.11 Additional Information

Information:

5.6.1 Title Page

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

5.6.2 Letter of Introduction

Within a one-page limit, the following must be included: applicant's name, address, telephone, fax, email, social security number or federal tax identification number, and a statement as to whether the applicant is an individual, partnership, corporation, or public agency. If the response to the RFP is a joint venture, this must be so stated in the letter of introduction. The letter of introduction must name the person or persons who will be authorized to make representations for the applicant, their mailing and email address, telephone and fax numbers. The letter and proposal must be signed by a duly authorized representative.

5.6.2.1 Signatures

Proposal must be signed by a duly authorized representative.

- If the proposal is made by a sole proprietor, it must be signed by the sole proprietor.
- If the proposal is made by a partnership, it must be signed by a member of the partnership and include the name and address of each member of the partnership.
- If the proposal is made by a corporation, it must be signed by two officers of the corporation, consisting of one of each of the following: (1) chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, or assistant financial officer.

- If the proposal is made by a corporation and is signed by a person other than an officer, or by only one officer, there must be attached to the proposal satisfactory evidence that the person signing is authorized by the corporation to execute contracts and bind the corporation on its behalf (e.g., certified copy of a corporation resolution or copy of appropriate corporate bylaws).
- If the proposal is made by a joint venture, it must be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so as noted above. Note that the AOC will enter into a contract with only one entity, so the lead company who will sign on behalf of the joint venture must be noted.
- If the proposal is made by a public agency, it must be signed by an individual authorized to make representations on behalf of the agency.

5.6.3 Description of Services to be Provided

The applicant must provide detailed information regarding each of the following:

A. Services

Provide a general description of the services to be provided to meet the Scope of Services requirements, as described in Attachment D, Sections 2.0, 3.0 and 4.0. This description must include an explanation of the bidder's understanding of the Dependency Drug Treatment Court and the family decision making conferencing model used by the Court in handling juvenile dependency matters. The proposal must address how services will be provided to clients who use English as their second language or are monolingual Spanish-speaking.

B. Organization and Staffing Plan

For all provider types, this section of the proposal must include information regarding the applicant's proposed organizational structure, including the following:

- A description of the business structure of the proposed representational model (e.g., public agency, private for-profit organizational representation, private non-profit organizational representation, solo practitioner, centrally administered panel, any combination of the preceding, etc.);
- A description of the methods to be used for the recruitment and hiring of attorneys and support staff, including a description of minimum qualifications, and expertise and standards to be required;
- Organization chart that outlines organizational divisions/units;
- A staffing schedule using the Staffing Schedule Template provided in Appendix D listing all of the following:

- Classification and full-time equivalent (FTE) or part-time status for each attorney position included in the proposal (i.e., if part-time, how much of the attorney's time will be dedicated to this contract);
- Classification and FTE or part-time status of non-attorney staffing (i.e., if part-time, how much of each staff's time will be dedicated to this contract);
- Job descriptions for all employee classifications listed in the staffing schedule referenced above;
- A detailed description of the exact case duties assigned to all non-attorney staff positions included in the proposal, including the completion of the Task Assignment Template provided in Appendix E; and
- Proposed number of clients per attorney, including a separate indication of the caseloads of supervising attorneys (counting each child as a client, irrespective of sibling group affiliation, where applicable).

C. Courtroom Coverage and Calendar Management

A Courtroom Coverage and Calendar Management Plan (Plan) that includes each of the following elements must be included:

1. A description of how courtroom coverage will be provided under the current three department model as well as under a four department model, based on the information provided in Attachment D, Section 4.0;
2. A description of how calendaring conflicts with both local non-dependency and out-of-county cases, if applicable, will be avoided; and
3. A description of how substitute representation will be provided when assigned counsel is unavailable due to vacation, illness, or other unavoidable absence. **Substitute counsel must be prepared to address substantive case issues in order to avoid court delay.**
 - a. A list of proposed substitute counsel must be included in the Plan. N.B.: Substitute counsel are subject to the competency and education requirements specified in Section 5.1.4 below, as well as the performance requirements outlined in Attachment D, Section 2.0, Scope of Services, and are subject to the prior approval of the Court.

D. Supervision

The applicant must describe how they will supervise the work and work products to ensure the quality and adequacy of dependency representation, for both attorney and non-attorney staff.

E. Conflicts

Proposals must include a detailed plan for identifying and handling conflict situations, pursuant to the criteria contained in Attachment D, Section 7.0.

Lot 1 proposals must describe must demonstrate the ability to provide representation for all children, including procedures to avoid ethical conflicts while providing representation to children in a sibling group who present legal conflicts. Proposals must describe how secondary conflicts will be identified and avoided.

F. Facilities

Applicants must identify the proposed locations of office and client interview facilities, which must be located in Santa Clara County.

G. Reporting and Billing Requirements

Proposals must include a plan for maintaining case and statistical information required for reporting and billing purposes, as specified in Attachment D, Section 9.0.

Sample Invoice Documentation Forms to be used to record monthly data are provided in Appendix A.

5.6.4 Competency and Experience Requirements (Including Resumes of Key Staff)

A. Competency and Continuing Education

The applicant must describe how dependency counsel competency and continuing education requirements will be met, as outlined in Rule 2.D.(1) of the Santa Clara Superior Court Local Rules of Juvenile Court. Proposals for organizational representation must address how the applicant intends to train and qualify new attorneys to handle cases. The applicant should also describe his or her plan for continuing education, as

described in Santa Clara Superior Court Local Rules of Juvenile Court, Rule 2.D.(1)b and California Rules of Court (CRC) Rule 5.660.

The Court's Local Rules of Juvenile Court may be found at <http://www.sccsuperiorcourt.org/juvenile/rule4toc.htm>.

CRC Rule 5.660 may be found at http://www.courtinfo.ca.gov/rules/documents/pdfFiles/title_5.pdf.

B. Resumes

Resumes must be included in this section for key staff (including all supervisory level staff, if applicable) that describe their background and experience in conducting the proposed activities. Resumes for key attorney staff must demonstrate training and experience necessary to comply with Santa Clara Superior Court Local Rules of Juvenile Court, Rule 2.D.(1).

5.6.5 References

Contact person and organization names, addresses, and telephone numbers must be provided from a minimum of five (5) references. References may be judicial officers; attorneys who are familiar with the provider's dependency representation, including opposing counsel; and system partners such as the County's Department of Family and Children's Services staff. The AOC or the Court may check references provided by the applicant. Applicant may identify other courts for which they have provided dependency services; if such courts are identified, applicant must state in this section of the proposal that he or she agrees to the AOC and/or the Court contacting those courts.

5.6.6 Cost Proposal and Budget

A. Cost Proposal and Detailed Program Budget

The applicant must specify the total maximum cost to the AOC for the project for the following periods: July 1, 2009 – June 30, 2010 and July 1, 2010 – June 30, 2011.

If the Court and the AOC exercise the option to renew the contract beyond the initial term, the total maximum cost to the Court for each option year will be negotiated between the parties a minimum of ninety (90) calendar days prior to the close of a given contract year.

Applicants must also provide in this section of the proposal two detailed line item annual budgets for the periods July 1, 2009 – June 30, 2010 and July 1, 2010 – June 30, 2011, using the Budget Templates provided in Appendix B and Appendix C. Appendix B should be used to provide a proposed budget reflecting staffing for the Court's current configuration of three dependency departments. Appendix C should be used to provide a proposed budget reflecting staffing for an additional dependency department beginning on July 1, 2009, as outlined in Attachment D, Section 4.0.

The budget templates include the following line items:

- Personnel,
- Benefits,
- Additional Professional Services,
- Travel,
- Training,
- Insurance: These costs must reflect coverage levels as outlined in Attachment A, Section 7.0. Deductible amounts must be provided in the budget narrative. If the applicant wishes to propose different types and/or levels of coverage from those identified in Attachment A, Section 7.0, applicant should refer to Section 5.7C for details regarding the information that must be provided as part of an alternative insurance coverage proposal;
- Rent, and
- Overhead.

As specified in Attachment B, Section 2.0, the State will provide reimbursement for certain extraordinary expenses, such as out-of-state travel to visit child clients and court-ordered professional services. An estimate of these expenses must be included in the Budget Template.

All applicants are required to complete parts A, B and C of the Budget Template provided in Appendices C and D. All applicants are required to submit an electronic copy of the completed Budget Template to the AOC, as specified in Section 5.4, above.

If the proposal includes any contract representation, the payment method and rate for cases that require representation other than by personnel employed by the organization must be described (e.g., hourly, per case, per hearing, etc.) in the Budget Template.

No facilities will be provided for the applicant under this proposal. All office space will be the responsibility of the applicant.

B. Budget Justification Narrative

All budgeted line items shown in the Budget Template must be explained in an accompanying narrative in this section of the proposal.

C. Multiple Cost Proposals

Applicants may submit multiple cost proposals in this section reflecting varying types and levels of insurance coverage from those listed in Attachment A, Section 7.0 as follows:

- Proposals reflecting coverage levels specified in Attachment A, Section 7.0; and
- Proposals reflecting current coverage levels.

5.6.7 Acceptance of Proposal Conditions

By submitting a proposal, the applicant affirms and must state in this section of the proposal 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 and the Court may require whatever supporting documentation they deem necessary relative to the applicant's financial ability to complete the services of 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 personnel identified in the proposal.
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.
6. The AOC and the Court may cancel this solicitation at any time up until the award of the contract, without any cost or obligation. In the event that

- 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 prior 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.

5.6.8 Financial Statement and Contract

The proposal must include a statement that the applicant is financially capable of supporting the operation for seventy-five (75) days prior to the first payment. The statement must describe how this will be accomplished. After receipt of a proper invoice, first payment for services will be forwarded to the successful vendor via U.S. mail, within 45 days after the first thirty (30) days of service. Thereafter, the applicant may bill on a monthly basis; the AOC will pay valid invoices within sixty (60) days of receipt *except in the absence of a new State Budget Act*.

5.6.9 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 and the Scope of Services included as Attachment D. 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 applicant accepts the terms and conditions set forth in Attachment A and the Scope of Services set forth in Attachment D, or whether the applicant takes any exceptions to those terms. The applicant will be deemed to have accepted such terms and conditions and service requirements, except as is expressly called out in the proposal. If exceptions are taken, applicant must submit a "redlined" version of the term or condition showing all proposed modifications. The applicant must provide an explanation as to why the modification is required.

Although the AOC will consider alternate language, the AOC will not be bound by contract language received as part of a proposal. If the applicant 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 C, is a document entitled “Administrative Rules Governing Requests for Proposals.” Applicants must follow these rules in preparation of their proposals.

5.6.10 Specified Exceptions to RFP terms

Within their quotations, applicants must identify any section of this RFP not already noted in Section 5.7.9 above to which they take exception. Applicants must identify the specific section, paragraph and reason for the exception. If the applicant does not expressly take exception in its proposal, the applicant will be deemed to have indicated his/her agreement.

If an applicant submitting a proposal believes that one or more of the solicitation document’s requirements are onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the applicant may submit a written request that the solicitation document be changed. Refer to Attachment C, Section 3.2 for timelines and procedures.

5.6.11 Additional Information

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

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

5.6.12 Payee Data Record (STD-204)

The AOC is required to obtain and keep on file, a completed Payee Data Record (STD-204) for each vendor prior to entering into a contract with that vendor. Therefore, vendor’s proposal must include a completed and signed Payee Data Record Form. A copy of the Payee Data Record Form is included as Attachment E.

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. References to the Public Records Act are provided for convenience only and shall not imply that the Public Records Act applies to the AOC or the Court.

7.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the Court and the AOC to determine the applicant's demonstrated ability to provide quality legal services to parties in dependency proceedings. The following evaluation criteria will be used, in order of descending priority:

1. Plan to provide comprehensive, high quality and timely services to all dependency departments of the Court, including:
 - a) A description of the quality of services to be provided;
 - b) Adequate oversight of the quality of services provided by the applicant under this proposal; and
 - c) Plan to supervise and assist staff providing dependency representation and all related service.
2. Related experience, background and professional qualifications of the personnel who are responsible for providing dependency counsel services and program administration.
3. Internal training, mentoring and continuing education program for new and ongoing staff, if proposal is for organizational representation.
4. Reasonableness of cost proposal.
5. Fiscal section of proposal that demonstrates:
 - a) Percentage of applicant's costs directly applied to attorney services, and to indirect costs; and
 - b) Proposed average cost per client.
6. A clear, concise, and complete program proposal.
7. A complete and timely response to follow-up questions from the Court and the AOC regarding the proposal, if applicable.

8.0 ADDITIONAL REQUIREMENTS

All interested applicants are invited to participate in the pre-proposal bidders' conference. Interested applicants are also encouraged to observe the Dependency Drug Treatment Court and the Family Wellness Court, to have the opportunity to observe the collaborative nature of proceedings in the Court. After proposal submission, it may be necessary to interview prospective service providers to clarify aspects of their submittal. The AOC will notify prospective service providers regarding the interview arrangements.

9.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

The AOC's policy is to follow the intent of the California Public Records Act (PRA). If an applicant'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. References to the PRA are provided for convenience only and shall not imply that the PRA applies to the AOC or Court.

END OF RFP

ATTACHMENT A CONTRACT TERMS AND CONDITIONS

1.0 DEFINITIONS

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

- A. **“Amendment”** means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work, (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or an adjustment to the Agreement terms.
- B. **“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.
- C. 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.”**
- D. **“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.
- E. **“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.
- F. **“Court”** means the Superior Court of California, County of Santa Clara.
- G. **“Data”** has the meaning set forth in this Attachment A, Section 13.0.
- H. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable for 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.
- I. “**Services**” means the services to be performed by the Contractor pursuant to this Agreement, as set forth in Attachment D.
- J. The “**State**” refers to the Judicial Council of California / Administrative Office of the Courts (AOC).
- K. “**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.”
- L. “**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.
- M. “**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.

2.0 INDEPENDENT CONTRACTOR

Contractor shall be, and is, an independent contractor, and is not an employee or agent of the State or the Court, and is not covered by any employee benefit plans provided to State employees or Court employees. Contractor is liable for the acts and omissions of itself, its employees, its Subcontractors and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the State, or the Court, and Contractor. Contractor will determine the method, details and means of performing the Services, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all Subcontractors, agents, employees or other persons assisting Contractor in the performance of the Services. Contractor shall be solely responsible for all matters relating to the payment of Contractor’s employees, including but not limited to compliance with Medicare, social security, income tax withholding, unemployment and workers’ compensation laws and regulations, withholding for/providing of any and all employee benefits, and all other laws and regulations governing such matters. Neither party to this Agreement has any authority to enter into any contract or otherwise incur any liability in the name of, or on behalf of, the other party.

3.0 QUALITY OF SERVICES

Contractor agrees that each of its employees, Subcontractors, and agents assigned to perform any Services under this Agreement shall have the skills, training, and background reasonably commensurate with his or her responsibilities, so as to be able to perform in a competent and professional manner. Contractor further agrees that the Services provided shall be performed in good faith and in a competent and timely manner consistent with professional standards for such work, will conform to the requirements of this Agreement, and will not infringe upon the rights of third parties. In addition, Contractor shall, and shall cause its employees, agents and Subcontractors to:

- (a) Provide quality representation for its clients, and comply with the provisions of California Welfare and Institutions Code Section 317 and California Rule of Court 5.660.
- (b) Provide competent attorneys to render the Services. Contractor's attorneys shall participate regularly in continuing legal education activities respecting juvenile dependency issues, and shall demonstrate adequate skills, knowledge and comprehension of the statutory scheme, purposes and goals of dependency proceedings, the specific statutes, rules of court and cases relevant to such proceedings, and the applicable procedures for filing petitions for extraordinary writs and other documents.
- (c) Not restrict its attorneys' ability to serve on countywide committees, or their ability to participate in or lead public training seminars or conferences, provided such activities are consistent with the attorneys' obligations as professionals and the performance of the Services.
- (d) Adhere to the State Bar Act and the California Rules of Professional Conduct relative to the provision of the Services.

4.0 STATE'S QUALITY ASSURANCE PLAN

The State or its agent may evaluate Contractor's performance under this Agreement. Such evaluation may include assessing Contractor's compliance with all Agreement terms and performance standards.

- (a) The State may perform annual peer, client and judicial officer evaluation of attorneys, including attorneys providing services on a subcontracting basis. Contractor agrees to participate in the evaluation process by providing information requested by the State.
- (b) Contractor's deficiencies which State determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to Contractor. The report may include recommended improvements and corrective measures to be taken by Contractor. If Contractor's performance remains unsatisfactory to the State, the State may terminate this Agreement for cause or impose other penalties as specified in this Agreement. Any evaluation of Contractor's performance conducted by the State shall not be construed as an acceptance of Contractor's work product or methods of performance. Contractor shall be solely responsible for the work product it delivers under this Agreement; Contractor shall not rely on State to perform any quality control review of Contractor's work product, and Contractor shall be solely responsible for the quality, completeness, and accuracy of its own work product.

5.0 SUBCONTRACTING

Contractor is prohibited from subcontracting this Agreement or any part of it, unless such subcontracting is first approved by the State in a written instrument executed and approved in the same manner as this Agreement. An agreement made in violation of this paragraph shall confer no rights on any party and shall be null and void.

If requested by the State, Contractor shall provide documentation that the proposed Subcontractor is experienced and able to perform that portion of the Services Contractor wishes to subcontract. Contractor shall require all Subcontractors to comply with the provisions of this Agreement. Contractor shall provide copies to the State of all agreements with Subcontractors who will perform Services pursuant to this Agreement. The State's approval of subcontracts shall in no way relieve Contractor of any of its responsibilities and obligations under this Agreement.

6.0 INDEMNIFICATION

Contractor shall indemnify, defend (with counsel satisfactory to the State), and hold harmless: (1) the State, its officers and employees; (2) the Court, its judges, subordinate judicial officers, court executive officers, court administrators, officers and employees; and (3) their agents, representatives, contractors, subcontractors, and volunteers (the "Indemnified Parties") from any and all losses, costs, liabilities, claims, fees, penalties, interest and damages, including but not limited to reasonable attorneys' fees and costs (individually, a "Claim" and collectively, "Claims") (i) arising from, related to or in connection with, in whole or in part, the negligent acts or omissions, or intentional misconduct, of Contractor, its agents, employees, or Subcontractors; (ii) arising from, related to or in connection with, in whole or in part, Contractor's breach of its obligations, representations or warranties under this Agreement, or the violation of any applicable law, rule or regulation or the failure to report, withhold or pay any taxes when due by Contractor, its agents, employees or Subcontractors; (iii) made or incurred by any Third Party that furnishes or provides Services, materials, or supplies in connection with this Agreement; or (iv) made or incurred by any other Third Party who may be injured or damaged by Contractor, its agents, employees or Subcontractors in connection with this Agreement.

7.0 INSURANCE

- (a) Insurance Required. Without limiting Contractor's indemnification obligations, Contractor shall secure and maintain in force throughout the term of this Agreement the following types of insurance with limits as shown. Each policy, other than the Professional Liability policy, shall be written on an "occurrence" form. The Professional Liability policy may be written on a "claims made" form.
 - (i) Workers' Compensation—A program of Workers' Compensation Insurance in an amount and form sufficient to meet all applicable requirements of the California Labor Code, including Employer's Liability with at least \$1,000,000 per accident. This coverage shall not be required when Contractor has no employees.

- (ii) Commercial General Liability Insurance—Coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage “occurrence” form, with no coverage deletions. The policy shall provide limits of at least \$1,000,000 per occurrence, combined single limit bodily injury and property damage.
 - (iii) Commercial or Business Automobile Liability Insurance (or Personal Automobile Insurance if Contractor is an individual with no transportation or hauling responsibilities under this Agreement)—Covering bodily injury and property damage and applicable to all owned, non-owned, leased, and hired vehicles. The policy shall provide combined single limits of at least \$1,000,000 per occurrence.
 - (iv) Professional Liability Insurance—Covering malpractice in the performance of Services under this Agreement. The policy shall provide limits of at least \$1,000,000 annual aggregate. If the policy is written on a “claims made” form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the termination and acceptance of all work provided under this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date that activities commence pursuant to this Agreement.
- (b) Additional Insured Endorsements. All policies required in subsection (a) above with the exception of Workers’ Compensation, Personal Automobile Liability, and Professional Liability must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of Services under this Agreement: The State, the Court, its judges, its subordinate judicial officers, its court executive officers, its court administrators, and any and all of their other officers, officials, agents, representatives, contractors, volunteers or employees.
- (c) Required Policy Provisions. Each policy required in subsection (a) above must provide that:
- (i) The policy is primary and non-contributory with any insurance or self-insurance programs carried or administered by the State.
 - (ii) The policy shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer’s liability.
 - (iii) The State will receive fifteen (15) days’ advance written notice of any reduction in coverage or other change, nonrenewal, or cancellation, mailed to the address provided for notices in paragraph A.19.j.
- (d) No Reduction or Limit of Contractor’s Obligation. Insurance affected or procured by Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the State. Acceptance of Contractor’s insurance by the State shall not relieve or decrease the liability of Contractor hereunder.

- (e) Evidence of Coverage. Before commencing any work under this Agreement, Contractor must furnish to the State certificates of insurance and applicable endorsements, in form and with insurers satisfactory to the State, evidencing that all required insurance coverage is in effect. The State reserves the right to require Contractor to provide complete, certified copies of all required insurance policies.
- (f) Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Business Services Manager of the State by telephone. Contractor shall promptly submit a written report, in such form as may be required by the State, of all accidents which occur in connection with this Agreement. The report must include at least the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's Subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; (4) a description of the circumstances surrounding the accident, whether any of the State's equipment, materials or staff were involved and the extent of damage to State and/or other property; and (5) a description of what effect, if any, the accident will have upon Contractor's ability to perform the Services.

8.0 TERMINATION FOR CAUSE

- (a) Default. Each of the following shall constitute an event of default ("Event of Default,"):
 - (i) Contractor fails or refuses to perform any covenant contained in this Agreement at the time and in the manner provided.
 - (ii) Any representation or warranty made by Contractor is untrue when made or becomes untrue during the term of this Agreement.
 - (iii) Contractor is generally not paying its debts as they become due.
 - (iv) Contractor voluntarily files a petition in bankruptcy or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction.
 - (v) Contractor is subject to an involuntary petition in bankruptcy filed by its creditors that has not been dismissed within forty-five (45) days of its filing.
 - (vi) Contractor makes an assignment for the benefit of its creditors.
 - (vii) A custodian, receiver, trustee, or other officer with similar powers is appointed over any substantial part of Contractor's property.
 - (viii) Contractor winds up or dissolves its business, or is liquidated.
- (b) Remedies. On and after any Event of Default, the State shall have the right to exercise its contractual, legal and equitable remedies, which shall include, without limitation, the right to terminate this Agreement upon written notice or to seek specific performance of

all or any part of this Agreement. In addition, the State shall have the right (but no obligation) to cure or cause to be cured on behalf of Contractor any Event of Default. Contractor shall pay to the State on demand all costs and expenses incurred by the State in effecting such cure, with Interest thereon from the date of incurrence at the maximum rate then permitted by law. The State shall have the right to offset from any amounts due to Contractor under this Agreement, or any other agreement between the State or any California trial or appellate court and Contractor, all damages, losses, costs, fees, penalties, interest or expenses incurred by the State as a result of such Event of Default.

9.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Contractor acknowledges that funding for this Agreement is conditioned upon appropriation by the California Legislature and allocation by the Judicial Council of California of sufficient funds to support the activities described in this Agreement. By written notice to Contractor, the State may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the State's budget, funding or financial resources. Such termination is in addition to the State's rights to terminate for convenience or cause. If this 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 and expenses incurred prior to the effective date of termination; (ii) Contractor shall be released from any further obligation to provide the Services affected by such termination; and (iii) termination shall not prejudice any other right or remedy available to the State.

10.0 TERMINATION FOR CONVENIENCE

The State shall have the option, in its sole discretion, to terminate this Agreement, in whole or in part, at any time during the term hereof, for convenience and without cause. The State shall exercise this option by giving Contractor at least 30 days' prior written notice of termination. The notice shall specify the date on which termination shall become effective.

11.0 ACTIONS OF CONTRACTOR UPON TERMINATION.

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.

- (a) 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.
- (b) 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 paragraph A.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:

- (i) Contractor's duties under this Agreement will continue after the Termination Date solely with respect to the affected matters;
- (ii) Compensation following the Termination Date will be at a rate of \$97 per hour for legal services provided;
- (iii) 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;

12.0 EFFECT OF TERMINATION

In addition to any other remedies and actions set forth in this Agreement, if this Agreement is terminated for cause, non-appropriation of funds, or for convenience, the following will apply:

- (a) Payment Upon Termination. The State shall pay for Contractor's Services satisfactorily performed through the effective date of termination; provided, however, that in no event shall Contractor's total compensation pursuant to this Agreement exceed the Contract Amount.
- (b) Offset and Deduction. The State may deduct from any payment upon termination:
 - (i) All payments previously made by the State for Services covered by Contractor's final invoice.
 - (ii) The amount of any claim that the State may have against Contractor in connection with this Agreement.
 - (iii) Where Contractor is terminated for cause, in the event the State determines it must provide services to remedy the results of Contractor's inadequately performed Services, the State may deduct, from any amounts owed Contractor hereunder, the State's good faith estimate of the reasonable cost of replacing performance of such inadequately performed Services.

13.0 OWNERSHIP OF DATA

Everything created, developed or produced in the course of Contractor's direct or indirect performance of the Services, including, without limitation, any reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data (collectively, "Data") in any form, prepared, or in the process of being prepared, are works made for hire by Contractor for the State and are the sole property of the State without the payment of additional compensation to Contractor. Contractor shall provide the State with all Data within thirty (30) days of the State's written request. However, nothing in this paragraph is intended to create any right in any person or entity to any Data that is covered by the attorney work-product doctrine.

14.0 PROPRIETARY OR CONFIDENTIAL INFORMATION OF STATE

Contractor understands and agrees that, in the performance of the Services under this Agreement or in contemplation thereof, Contractor may have access to private or Confidential Information that may be owned or controlled by, or entrusted to, the State, the Court, their personnel or constituents and that the disclosure of such information to third parties may be damaging to the State or the Court. Contractor agrees that all information disclosed to Contractor in connection with this Agreement shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as Contractor uses to protect its own proprietary information and in any case no less than a reasonably prudent person or entity would use to protect its own proprietary data.

Notwithstanding the foregoing, Contractor may disclose the Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it or as appropriate to respond to any summons or subpoena applicable to it; provided, however, that Contractor has given reasonable prior notice of its intention to disclose in order to give the State or the Court an opportunity to seek a protective order.

Contractor agrees that monetary damages are inadequate to remedy any breach or threatened breach of this provision and, accordingly, consents to injunctive relief for any breach or threatened breach hereof without the posting of any bond.

15.0 AUDIT AND RETENTION OF RECORDS

Contractor shall permit authorized representatives of the State and/or its designee at any reasonable time to inspect, copy, or audit any and all records and documentation related to the performance of the Agreement, including records related to billings and other financial records. Contractor shall allow the auditor(s) access to such records during normal business hours and shall allow the auditor(s) to interview any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. Contractor shall maintain all records and documentation related to the performance of this Agreement, including records related to billings and other financial records, in an accessible location and condition for a period of not less than 4 years after final payment is received pursuant to this Agreement or until after final audit has been resolved, whichever is later. Contractor shall adequately protect all records against fire or other damage. The State of California, or any other government agency or entity having an interest in the subject of this

Agreement, shall have the same rights conferred upon the State by this paragraph.

16.0 ACCOUNTING SYSTEM REQUIREMENTS

Contractor shall maintain an adequate system of accounting and internal controls in accordance with Generally Accepted Accounting Principles (GAAP).

17.0 ANNUAL FINANCIAL REPORTS

The Contractor shall provide annual financial information, including a list of vacant positions (funded and un-funded), a balance sheet and statement of income, within forty-five (45) calendar days following the end of each fiscal year. The financial information may be in the nature of trial balance figures that do not require calculations of items such as depreciation schedules and vacation accruals.

18.0 CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES

By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the State of California that the following representations and warranties are true and correct as of the Effective Date of this Agreement, represents and warrants as follows, and certifies that the following covenants will not be breached:

- (a) **Nondiscrimination/No Harassment Provisions and Compliance.**
 - (i) **Nondiscrimination.** During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, ancestry, physical or mental disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), medical condition, marital status, age (over 40), sex, sexual orientation, gender identity, or domestic partner status. Contractor and its Subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - (ii) **No Harassment.** During the performance of this Agreement, Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its Subcontractors interact in the performance of this Agreement. Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
 - (iii) **FEHA.** Contractor shall comply with all 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.

- (iv) Compliance with Americans with Disabilities Act. Contractor shall provide the Services specified in this Agreement in a manner that complies with the Americans with Disabilities Act, 42 United States Code Section 012101 *et seq.* and applicable regulations and guidelines in accordance therewith (the “ADA”), and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of Services, benefits or activities provided under this Agreement.
 - (v) Notice to Labor Organizations. Contractor and its Subcontractors shall give written notice of their obligations under this clause to any labor organizations with which they have a collective bargaining or other agreement.
 - (vi) Compliance. Contractor shall include the nondiscrimination and compliance provisions of this paragraph in any and all subcontracts issued to perform Services under the Agreement.
- (b) Conflict of Interest.
- (i) 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; (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.
 - (ii) The Contractor certifies and shall require any Subcontractor to certify as follows:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part in 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 prior to his or her separation from State service.

- (iii) The Contractor may withdraw from representation of the State in a specific matter, or from the representation of 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.
- (c) Drug-Free Workplace. Contractor will provide a drug-free workplace as required by California Government Code Sections 8355 through 8357.
- (d) National Labor Relations Board. No more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of the National Labor Relations Board.
- (e) Licenses and Permits. Contractor and any Subcontractors providing Services under this Agreement have, and will maintain in full force and effect throughout the term of this Agreement, all licenses, permits, and qualifications legally required to provide the Services.
- (f) Covenant Against Gratuities. No gratuities, in the form of gifts, entertainment, or otherwise, were or will be offered by Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State or the Court with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement.
- (g) Signature Authority. All parties who sign this Agreement on behalf of Contractor are duly authorized to do so.

19.0 GENERAL

- (a) Survival. Termination or expiration of this Agreement shall not affect, alter or impair the respective rights and obligations of the parties that accrue prior to the effective date of termination or expiration, except as otherwise expressly provided herein.
- (b) No Endorsement. Contractor shall make no written or oral statement, which represents or implies any endorsement by the state of Contractor, its employees or subcontractors or the quality of the Contractor's, its employees' or subcontractor's services without the State's prior written consent, the granting of which shall be in the State's sole discretion. Nothing herein shall prevent Contractor's disclosure of the existence and nature of this Agreement.
- (c) Assignment. The Services to be performed by Contractor are personal in nature and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor, including delegation to one or more Subcontractors, unless such assignment or delegation is first approved by the State by written instrument executed and approved in the same manner as this Agreement. All of the terms, provisions and

conditions of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives. Any assignment or delegation in violation hereof shall be null and void.

- (d) Waiver. Either party's failure to enforce any of its rights pursuant to this Agreement shall not be construed as a waiver of such rights. Any waiver of any term of this Agreement must be in writing and executed by an authorized representative of the waiving party and shall not be construed as a waiver of any succeeding breach of the same, or breach of any other, term of this Agreement.
- (e) Severability. The provisions of this Agreement are separate and severable. Should any court hold that any provision of this Agreement is invalid, void or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the reasonable intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- (f) Compliance with Laws. Contractor shall keep itself fully informed of, and shall comply with, all applicable federal, state, and local laws, rules, regulations, rules of court and ordinances in any manner affecting the performance of this Agreement, as they may be amended from time to time. Contractor shall procure and keep in full force during the term of this Agreement, any and all permits, licenses and qualifications necessary for the performance of the Services at no expense to the State.
- (g) Time is of the Essence. Time is of the essence in this Agreement.
- (h) Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with California law, without regard to any conflict of law provisions that would direct the application of the laws of any other jurisdiction. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with the Agreement must be filed in San Francisco County, California, which shall be the sole venue for any such action.
- (i) Agreement Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given their reasonable interpretation.
- (j) Notices to the Parties. All notices, requests, demands, and other communications hereunder must be in writing and will be deemed to have been duly given when hand delivered or five (5) days after being deposited in the United States mail, if mailed by certified or registered mail, return receipt requested, postage prepaid, to the following contact information or at such other address as delivered by like notice:

To the State: Judicial Council of California
 Administrative Office of the Courts
 Center for Families, Children and the Courts
 Attn: Leah Wilson, Project Manager
 455 Golden Gate Avenue, 6th Floor
 San Francisco, CA 94102-3688

with copy to: Superior Court of California, County of Santa Clara
 Attn: David H. Yamasaki, Court Executive Officer
 111 West St. John Street, #100
 San Jose, CA 95113

To Contractor: _____
 Attn: _____

- (k) Amendments. This Agreement may not be modified or amended, except by written instrument executed and approved by all parties in the same manner as this Agreement. Amendments to any component of the Agreement can be made only with prior written approval from the AOC’s Business Services Manager. Requests for Amendments shall be submitted in writing and shall 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 AOC Business Services Manager reviews the request for an Amendment, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

- (l) Entire Agreement. This Agreement, consisting of the Coversheet and all exhibits and attachments thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties.

END OF ATTACHMENT A

ATTACHMENT B PAYMENT TERMS

1.0 COMPENSATION FOR SERVICES

As compensation in full for the Services to be performed under this Agreement, Contractor shall be paid as follows:

Fiscal Year	Annual Amount
July 1, 2009 – June 30, 2010	\$ _____
July 1, 2010 – September 30, 2011	\$ _____

Funds for a fiscal year are available at the point the Budget Act of said fiscal year passes; e.g., fiscal year 2009-2010 funds are available at the point the Budget Act of Fiscal Year 2009-2010 passes.

Payment for each year shall be made in twelve (12) equal monthly payments in the manner set forth in B.3 below. Compensation as set forth above shall be the only payment made by the State or the Court pursuant to this Agreement except as set forth in 2.0 below. Except as set forth in 2.0 below, there shall be no reimbursement of costs, including without limitation any overhead, per diem, travel or other direct or indirect out-of-pocket costs incurred by Contractor, its agents, employees or Subcontractors in connection with this Agreement.

2.0 COMPENSATION FOR EXTRAORDINARY EXPENSES

The State will reimburse Contractors for expenses that are directly related to the services provided State by Contractor hereunder and that have been mutually agreed in writing, prior to their incurrence, to be extraordinary. Extraordinary expenses may include, for example only, out-of-state travel and court-ordered professional services. Travel expenses will be reimbursed at the standard state rate in effect at the time of travel. Any required air travel will be reimbursed based on coach fare.

3.0 MANNER OF PAYMENT

- (a) Within thirty (30) days after the end of each month, Contractor shall submit one original and two (2) copies of each invoice for payment for the Services rendered under this Agreement (“Invoices”) for approval by the State to:

Judicial Council of California
Administrative Office of the Courts
Center for Families, Children and the Courts
Attn: Melanie Jones
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

- (b) All Invoices must include a reference to this Agreement, the dates and times Contractor performed the Services during the month, a brief description of the Services performed in a format acceptable to the State, Contractor's Federal Tax Payer Identification Number, Contractor's name, address and remittance address (if different), and such other information as the State may require.
- (c) The State shall make payments to Contractor within sixty (60) days after receipt and approval by the State of the Invoices from Contractor. The State will not be in breach of this Agreement for failure to pay Contractor's Invoices on time unless (i) the State has received a reasonably detailed written notice of late payment from Contractor and (ii) the State has not made the delinquent payment(s) within thirty days of the State's receipt of such notice. In no event will the State be in breach of this Agreement for failure to pay Contractor's Invoices within sixty (60) days after receipt and approval by the State of the Invoices from Contractor if such failure results from the Legislature's failure to approve and adopt a budget in a timely manner.
- (d) In no event shall the State be liable for interest or late charges for any late payments.
- (e) Contractor is responsible for paying, when due, all applicable income taxes, including estimated taxes, incurred as a result of the compensation paid by the State to Contractor for the Services. The State may offset any taxes paid by the State as a result of Contractor's breach of this provision against any sums owed to Contractor pursuant to the Agreement or otherwise. The State is exempt from federal excise taxes, and no payment will be made by the State for any taxes levied on Contractor's or any Subcontractor's employees' wages. The State will pay any applicable State of California or local sales or use taxes on the services rendered pursuant to this Agreement.

4.0 DISALLOWANCE

If Contractor claims or receives payment from the State for a Service or reimbursement that is later disallowed by the State, Contractor shall promptly refund the disallowed amount to the State upon the State's request. At its option, the State may offset the amount disallowed from any payment due or that may become due to Contractor under this Agreement or any other agreement.

5.0 PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by the State, or the receipt thereof by Contractor, shall in no way alter the obligation of Contractor to remedy unsatisfactory performance of the Services. Services

that do not conform to the requirements of this Agreement, in the State's judgment, may be rejected by the State. In such case Contractor must remedy the unsatisfactory performance without delay to bring it into conformance with this Agreement.

END OF ATTACHMENT B

ATTACHMENT C ADMINISTRATIVE RULES GOVERNING PROPOSALS

1.0 GENERAL

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 90 calendar days following the deadline for its submission.

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.

2.0 ERRORS IN SOLICITATION DOCUMENT

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 Business Services Manager with written notice (by mail, fax or email) 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.

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.

3.0 QUESTIONS REGARDING SOLICITATION DOCUMENT

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 (by mail, fax or email), 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.

If a vendor submitting a proposal believes that one or more of the solicitation document's requirements are onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request (by mail, fax or email) 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 the AOC's Business Services Manager by November 7, 2008.

4.0 ADDENDA

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 the AOC's Project Manager (by mail, fax or email) no later than three business days following the date the addendum was posted on the website.

5.0 WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing (by mail, fax or email) 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.

6.0 EVALUATION PROCESS

- 6.1 An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
- 6.2 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.
- 6.3 Proposals that contain false or misleading statements may be rejected if in the AOC's and Court's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
- 6.4 The Budget Template and the cost proposal will be checked only if a proposal is determined to be otherwise qualified. All figures entered must be clearly legible.
- 6.5 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.

7.0 REJECTION OF BIDS

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 and Court'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.

8.0 AWARD OF CONTRACT

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.

The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal meeting administrative requirements, technical requirements, an assessment of the quality of service and performance of items proposed, and cost.

9.0 DECISION

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 AOC's Project Manager.

10.0 EXECUTION OF CONTRACTS

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

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

11.0 PROTEST PROCEDURE

11.1 General

Failure of a vendor to comply with the protest procedures set forth in this Section 11.0, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

11.2 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time. The protestor shall have exhausted all administrative remedies discussed in this Attachment C prior to submitting the protest. Failure to do so may be grounds for denying the protest.

11.3 After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of 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 administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

Protests must be received no later than five (5) business days after the protesting party receives a Non-Award letter.

11.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.

- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

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

11.5 Determination of Protest Submitted Prior to Submission of Proposal

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

11.6 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

11.7 Appeals Process

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address noted in the Submission of Proposal section of the coversheet of this RFP, within five (5) business days of the issuance of the Contracting Officer's decision.

The justification for appeal is specifically limited to:

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

The vendor's request for appeal shall include:

- a. The name, address telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;
- b. A copy of the Contracting Officer's decision;
- c. The legal and factual basis for the appeal; and
- d. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

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

11.8 Protest Remedies

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

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

12.0 NEWS RELEASES

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 and the Court.

13.0 DISPOSITION OF PROPOSAL MATERIALS

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.

14.0 PAYMENT

Payment is normally made based upon completion of tasks as provide in the agreement between Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.

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.

END OF ATTACHMENT C

ATTACHMENT D SCOPE OF SERVICES TO BE PROVIDED

1.0 JUVENILE DEPENDENCY COURT GOALS

The Santa Clara County Juvenile Dependency Court (Juvenile Court) is the division of the 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 Court is to protect children, preserve families, and provide permanency for children while treating all with dignity, respecting diversity and valuing each child as our own.

Acknowledging that Juvenile 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 Court sets the following goals and takes steps to ensure that:

- Child safety is the primary consideration in all decisions within the juvenile dependency system.
- Child welfare professionals will design and coordinate all services for the family and ensure that they are practical.
- 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.
- All professionals will encourage and support the use of trained volunteers within the juvenile dependency system.
- 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 with the child welfare system.

The Juvenile Court will work with all court-serving agencies, attorneys, and other courts so that cases in different courts involving the same child or family members are identified and are heard by one judge in a coordinated fashion.

2.0 ATTORNEY PERFORMANCE REQUIREMENTS

All attorneys are required to meet the Standards of Representation laid out in the Superior in Santa Clara Superior Court Local Rules of Juvenile Court, Rule 2.D(1)c and must be prepared to meet the following performance standards. Attorneys appointed by the juvenile court are expected to zealously and independently represent clients at every stage of dependency proceedings, unless relieved by the court. The following description of counsel's responsibilities and actions is presented as an outline of what would constitute thorough and professional representation. An individual case would rarely require all of the activities enumerated; underlying each activity is the expectation that the attorney will possess knowledge and understanding of current statutes, rules of court, relevant case law, and the policies inherent within them.

- A. Maintain ongoing client contact
 1. Meet with the client prior to court hearings;
 2. Personally explain to the client, in a developmentally appropriate manner, what the court is deciding and what alternatives might be available; elicit the client's preferences, advise the client, and discuss what will happen next;
 3. Observe the parent's interaction with the child(ren), after obtaining permission from opposing counsel;
 4. Contact the client in the event of an emergency or significant case-related event; and
 5. Be accessible to the client through office hours, telephone/voice mail, fax, e-mail or home/school/office visits.
 6. *ADDITIONAL DUTIES OF CHILD'S COUNSEL:*
 - a. Visit the child at each new placement, whenever feasible;
 - b. Personally visit with the child in a non-court setting prior to court hearings; and

- B. Conduct thorough, continuing, and independent investigations and interviews necessary to ascertain the facts, which may include, but is not limited to:
1. Obtaining any required authorizations for the release of information;
 2. Reviewing the client's social services, psychiatric, psychological, drug and alcohol, medical, law enforcement, and school records; taking any additional steps necessary to gain access to those records that may not be in existing or open files;
 3. Make all efforts to investigate the appropriateness of a medication request and provide input to the court whenever possible;
 4. Reviewing court file and case-related records of the social services agency and other service providers;
 5. Interviewing school personnel, caretakers, neighbors, relatives, coaches, clergy, mental health professionals, physicians, and law enforcement officers;
 6. Contacting and meeting with child welfare workers who are presently or were previously interacting with the client or other family members, including the child welfare worker who will provide the next report to the court;
 7. Contacting counsel for other parties;
 8. Contacting any non-attorney guardian ad litem or Court Appointed Special Advocates (CASA) appointed in the case to obtain background information;
 9. If additional information suggests, contacting other professionals and lay witnesses who may identify alternative potential placements and services;
 10. Eliciting the client's preferences, advising the client, and giving guidance in a developmentally appropriate manner (regarding placement, visitation/contact, or agency recommendations);
 11. Identifying individuals in the child's life to maintain consistent connections and possibly serve as alternate caretakers;
 12. Reviewing photographs, video or audio tapes, and other relevant evidence; and
 13. Attending treatment and placement conferences and placement staffings.
 14. **ADDITIONAL DUTIES OF CHILD'S COUNSEL:**
 - a. Contact and meet with parents/legal guardians of child(ren), with permission of their attorney;
 - b. Upon being appointed by the court, investigate the interests of the child beyond the scope of the proceedings and report to the court, subject to any legal privileges, any other interests of the child that may need to be protected by the institution of other administrative or procedural hearings. These interests include, but are not limited to:
 - i. School/education issues;
 - ii. Special education;
 - iii. Child support;
 - iv. Personal injury;
 - v. Mental health proceedings; and
 - vi. Immigration.
 - c. Accompany the child to interviews with law enforcement and the district attorney; and
 - d. Attend Welfare and Institutions Code section 241.1 hearings if the child is a dependent with a new delinquency petition pending or if the child is a ward and the subject of a new dependency petition; advocate for dependency or dual jurisdiction as appropriate.

- C. File pleadings, including petitions, motions, responses, or objections, as necessary to represent the client. Requested relief may include, but is not limited to:
1. Obtaining necessary services for the family;
 2. A mental or physical examination of the client;
 3. A parenting, custody, or visitation evaluation of the client;
 4. An increase, decrease, or termination of contact or visitation;
 5. Requesting, restraining, or enjoining a change of placement;
 6. Contempt for non-compliance with a court-order;
 7. Termination of a child-parent relationship;
 8. The administration of psychotropic medications;
 9. Restraining orders;
 10. Motions to Quash a child's testimony;
 11. A protective order concerning the client's privileged communication or tangible property;
 12. Dismissal of petitions or motions; and
 13. 388 motions to reinstate parental rights.
- D. Seek appropriate services (by court order if necessary) to access entitlements, to protect the client's interest, and to advocate for a comprehensive service plan.
1. Attorney advocacy may include, but is not limited to:
 - a. Family preservation and related prevention and reunification services;
 - b. Advocating placement with siblings;
 - c. Sibling and family visitation;
 - d. Maintaining connection with relatives or non-related extended family members (NREFM) and community ties;
 - e. Child support;
 - f. Domestic violence prevention and treatment;
 - g. Medical and mental health care;
 - h. Drug and alcohol treatment;
 - i. Parenting education;
 - j. Transitional and independent living services and plan;
 - k. Adoption services;
 - l. Education;
 - m. Recreational or social services;
 - n. Housing;
 - o. Long term foster care or Another Planned Permanent Living Arrangement; (parent's counsel may advocate for LTP for child(ren) in lieu of adoption/guardianship); and
 - p. Post-adoption agreement referral.
 2. Agencies (i.e. school districts, housing authority, etc.) may be joined in the dependency action if there are problems with the services being provided;
 3. Counsel should request services even if no hearing is scheduled. If direct informal requests to treatment providers are unsuccessful, counsel should file a motion related to necessary services.
 4. Counsel should advocate for services for clients with special needs, such as physical, mental, or developmental disabilities. These services may include, but are not limited to:
 - a. Special education and related services;
 - b. Supplemental security income (SSI) to help support needed services;
 - c. Therapeutic foster and group home care;

- d. Residential/in-patient and outpatient psychiatric treatment; and
 - e. Regional center services.
- E. Negotiate settlements/mediations
1. Initiate and participate in settlement negotiations to seek an expeditious resolution of the case, avoiding continuances and delays; and
 2. Attempt to settle any contested issues by initiating and participating in settlement negotiations, including mediation.
- F. Hearings
1. Attend and participate in all hearings related to the dependency matter;
 2. Report to the court on the child's adjustment to placement, social services' and the parent's compliance with prior court orders and treatment plans, and child/parent interactions during visitation and other contact;
 3. Present and cross-examine witnesses, offer exhibits, and provide independent evidence;
 4. Prepare and submit trial briefs prior to contested hearings;
 5. Be prepared to endorse, challenge, and amplify any reports submitted to the court;
 6. Ensure that the record reflects objections, reasoning, waivers, and the evidence upon which the court relies, and that it preserves issues for appeal;
 7. If a continuance is sought, prepare a written motion under Welfare and Institutions Code section 352; and
 8. At the conclusion of the hearing, if appropriate:
 - a. Make a closing argument and provide proposed findings of fact and conclusions of law;
 - b. Request orders that are clear, specific, and where appropriate, include a timeline for assessment, services, placement, and evaluation of the child and/or family;
 - c. Ensure that a written order is entered; and
 - d. Review all written orders to advocate for the orders to conform to the court's verbal orders and statutorily required findings and notices.
 9. **ADDITIONAL DUTIES OF CHILD'S COUNSEL:**
Pursuant to Welfare and Institutions Code section 349, the child has a statutory right to be present at the hearing:
 - a. A child's presence at a hearing should be based upon an individual determination of the child's willingness to attend, age, and maturity;
 - b. A child's presence at a hearing should be based upon consultation with the child, therapist, caretaker, or any other knowledgeable adult in determining the effect of the child being present at the hearing; and
 - c. Consider the court facilities and how children attending hearings are accommodated.
- G. Prepare client to testify as a witness
1. Consult with client and determine whether s/he should testify;
 2. Prepare the client to testify;
 3. Protect the client by making appropriate objections; and
 4. Ensure that questions are appropriate (developmentally and linguistically).
 5. **ADDITIONAL DUTIES OF CHILD'S COUNSEL:**
 - a. Determination of calling the child as a witness:
 - i. Consider the child's need or desire to testify;

- ii. Weigh the likely consequences of having the child testify;
 - iii. Determine the necessity of the child's direct testimony;
 - iv. Determine if there is any other evidence or hearsay exceptions that may eliminate the need for direct testimony;
 - v. Determine the child's developmental ability to provide direct testimony and withstand possible cross-examination; and
 - vi. Consider available alternatives to in-court testimony as specified in Welfare and Institutions Code section 350(b).
- b. Child as a witness:
- i. Prepare the child to testify:
 - (a) Familiarize the child with the courtroom, court procedures, and what to expect during direct and cross-examination;
 - (b) Make an effort to advocate for your client (including making objections) that testifying will cause minimum harm to the child;
 - (c) If possible, conduct the direct testimony of the child; and
 - (d) Object to questions that are not developmentally appropriate and/or not phrased in a syntactically and linguistically appropriate manner.
 - c. Challenges to child's testimony/statements: If necessary, prepare expert testimony to establish competency or reliability or to rehabilitate any impeachment.

H. Appeals and Writs

1. Appeal:

- a. Consider and discuss with the client, as developmentally appropriate, the right to appeal, the ramifications of an appeal (including delaying implementation of services or placement), and the likely result of an appeal;
 - b. If, after a thorough discussion, the client wishes to appeal, file a notice of appeal (JV-800 or JV-800S);
 - c. Seek appropriate orders and extraordinary writs necessary to protect the interests of the client during the pendency of the appeal;
 - d. If child's trial counsel, seek separate appellate counsel as appropriate pursuant to rule 5.661;
 - e. If permitted by the Court of Appeal, participate in the appeal, even if filed by another attorney, unless discharged;
 - f. Keep the client informed of the progress of the appeal, to the extent possible; and
 - g. Once a decision is rendered, explain the result to the client, and discuss any additional appellate remedies that may be available as well as what will happen next in juvenile court.
2. Withdrawal: If the appeal would be frivolous or counsel lacks the necessary experience or expertise, counsel should notify the court and seek to be discharged or replaced.
3. Writ
- a. Consider the writ procedure even if a hearing under Welfare and Institutions Code section 366.26 is not set if an appeal will not lie, or the circumstances require prompt action.
 - b. Rule 5.660 Writ
 - i. If reunification services are not offered or are terminated, and a Welfare and Institutions Code section 366.26 hearing is set, consider and discuss with the client writ rights and procedures under rules 8.450 and 8.452 of the California Rules of Court;
 - ii. If the writ is to be sought, file the Notice of Intent (JV-820) once the adult client has

- signed it;
- iii. If the adult client is not available to sign the notice, request the Court of Appeal to permit counsel to sign on behalf of the absent client.
- iv. If representing the child, sign and file JV-820 on behalf of the child;
- v. If inexperienced in preparing writs, consult with, or seek assistance from colleagues familiar with the procedures and requirements;
- vi. Prepare and submit the writ petition;
- vii. Attend any scheduled oral argument; and
- viii. Once a decision is rendered, explain the result to the client, and discuss additional remedies that may be available as well as what will happen next in the juvenile court.

I. Cessation of Representation:

1. Discuss the end of legal representation and what contacts, if any, the client and the attorney will continue to have;
2. Ensure the client has contact numbers for social services or other emergency services.

- J. Attorneys should be familiar with and, to the extent they are consistent with California Law and Procedure, follow the American Bar Association's *Standards of Practice for Lawyers who Represent Children in Abuse and Neglect Cases* (<http://www.abanet.org/child/repstandwhole.pdf>) and the National Association of Counsel for Children's *Recommendations for Representation of Children in Abuse and Neglect Cases* (http://c.yourmembership.com/sites/www.naccchildlaw.org/resource/resmgr/docs/nacc_standards_and_recommend.pdf). The Court's philosophy with regard to juvenile dependency cases is that keeping families together is the best outcome for children so long as it can be achieved consistent with safety.¹ Children's attorneys are expected to advocate for timely reunification whenever appropriate.

3.0 ADDITIONAL ACTIVITIES EXPECTED OF THE PROVIDER

Candidates interested in this contract are expected to participate in programs in areas over and above providing traditional legal services. This Court is active in providing services to parents that will help in resolving the case outside the traditional dependency court hearing process. The selected vendor will specifically be expected to participate in the following case resolution processes:

A. Dependency Mediation

The Court is a national leader in providing mediation to families in the dependency system. This alternative dispute resolution mechanism is a confidential process in which a specially trained neutral person assists the family, social worker, attorneys, and other people in a case to develop a case plan that everyone agrees is in the best interests of the children, and is safe for both the children and all involved adults.

¹ Gottlieb, C. and Pitchal, E., "Family Values: How Children's Lawyers Can Help Their Clients by Advocating for Parents." *Juvenile and Family Court Journal*, Winter 2007, Vol. 58, No.1.

Any issue may be sent to mediation. Any party involved in the case may ask the judge or commissioner to send the case to mediation. The judge/commissioner makes the final decision as to whether the case will go to mediation; one or more sessions may be needed to finalize a plan. Mediators conduct half-day sessions three (3) days per week, for a total of six (6) sessions, at the juvenile court. Attorneys are required to participate in the mediation, but may not have to be present for the whole mediation.

In calendar year 2007, 283 cases were referred to mediation; some of which may have had more than one mediation session; full agreement was reached on 77% of mediated cases; 13% reached a partial agreement; and 10% had no agreement.

B. Dependency Drug Treatment Court (DDTC)

This program has been in existence since 2000. Two of the three dependency judicial officers hold a DDTC one day a week. Parents' attorneys are expected to offer the names of clients who they think could benefit from participation in DDTC. Candidates undergo a bio-psychosocial assessment by the County Department of Drug and Alcohol Services (DADS) and suitability for DDTC is reviewed by a team which includes representatives from all agencies involved in the dependency system (District Attorney, County Counsel, DADS, Mental Health, FIRST 5, Domestic Violence Specialist), as well as the attorney who represents the parent. This team meets several hours prior to the calling of the DDTC. The total number of new DDTC participants was 51 in 2005, 48 in 2006 and 34 in 2007. Currently, at any given time 55-65 parents participate in the DDTC, although the Court's intention is to take the DDTC to scale. Each attorney appointed to represent a parent in DDTC must attend DDTC.

C. Family Wellness Court for Infants and Toddlers Grant Project (FWC)

In the fall of 2007, Santa Clara County was awarded approximately \$6 million in federal grant funding (cash and match) targeted at methamphetamine abusing mothers in the child welfare system. Santa Clara County's Family Wellness Court for Infants and Toddlers Grant Project will build on the strong, well-documented success of the current DDTC. This project will focus on children zero to three years of age and their parents who become involved in the dependency system because of their substance abuse, primarily methamphetamine. The project has five primary goals:

1. Early identification of and intervention for pregnant women and mothers, with children 0-3 years of age, who are using/abusing methamphetamine and other substances.
2. Rapid engagement and successful retention in treatment and care for parents involved in the FWC.
3. Reduction in subsequent births to mother who come before the FWC because they are using/abusing methamphetamine and other substances.

4. Early identification of and intervention to address developmental delays, disabilities and other special needs of in the FWC.
5. Creation of a comprehensive System of Care across all systems serving children who are in out-of-home placement, or at risk of out-of-home placement as a result of their parents' methamphetamine and other substance abuse.

In addition to activities that take place in the courtroom, the partnership is engaged in a strategic planning process that facilitates taking the dependency drug court to scale by securing the funding and commitment necessary to provide appropriate supports and services for children affected by their parents' substance abuse. The project is structured with leadership by three committees: Oversight Committee, Strategic Planning Committee, and Implementation Committee; each committee meets monthly, at a minimum. Each committee may develop and assign subcommittees or task forces to research or resolve particular matters as they arise. The Court expects the provider to participate on all of the committees and any subcommittees, if established.

D. Girls Court

A calendar for dependent girls and minor mothers who are 14 to 18 years old is held one afternoon per week. A maximum of six cases is set per calendar. Girls assigned to Girls Court may be chronic runaways and/or have substance abuse, mental health, educational or other special issues. At any given time 10-12 girls participate in the Girls Court, which provides additional oversight for these girls. Appointed minor's counsel are expected to appear in Girls Court; for cases that have not reached TPR (termination of parental rights), parents' counsel are also expected to appear.

E. Administrative Responsibilities

The Court fosters collaboration among all agencies involved in the system. As a result, the administrator of the program for the representation of children, or his/her designee, will be expected to participate in system meetings that are intended to improve services for children and families in dependency court. Currently, several meetings are scheduled during the month, including a Dependency Systems meeting, a Permanency Planning meeting, and committee meetings required by the Family Wellness Court grant project. The Court intends to focus future Dependency Systems meetings on issues of particular concern, such as psychotropic medication, protective custody warrants, children for whom termination of parental rights has occurred but who have not achieved permanency through guardianship or adoption, dual status teenagers, the foster child literacy gap and the meth baby population.

4.0 SANTA CLARA COUNTY COURT FACILITIES AND CALENDARING SYSTEM

Bidders must submit a proposal to represent children in the current arrangement of three departments, with long cause trials handled by judges assigned to the Civil Trial Division.

The Court hears juvenile dependency cases at the Terraine Street facility in San Jose. Cases are heard by two judges and one commissioner assigned to the Juvenile Dependency Division. A third judge hears juvenile dependency cases that originate from the southern part of the county every Friday in the Morgan Hill Courthouse. Long cause trials (more than one day) and occasional lengthy hearings are assigned to the Civil Trial Division, at 191 North First Street in San Jose.

The Court uses a direct method of calendaring dependency cases. A contract bid should assume that all court departments with dependency matters will require support on a continuing basis. The current juvenile court schedule is provided in Table 1, below:

Table 1: Current Juvenile Court Schedule

Time	Description	Dept. 67	Dept. 68	Dept. 70	Fourth Dept.	Dept. 93 (South County Courthouse)
8:15 am	Mediation	M - Th	M - F	M - Th	M - F	
8:30 am	Identification of Counsel for Detention & 387s	M - F	M - F	M - F	M - F	
8:30 am	Jurisdiction/Dispo/Reviews					F
8:45 am	Receipt of Reports	M - Th	M - F	M - Th	M - F	
9:00 am	Juris/Dispo/Reviews	M - Th	M - F	M - Th	M - F	
9:00 am	Family Wellness Court			F		
10:00 am	Juris/Dispo/Reviews	M - Th	M - Th	M - Th	M - Th	
11:00 am	Juris/Dispo/Reviews	M - Th	M - F	M - Th	M - F	
1:00 am	Mediation	M, T, Th	M - F	M - Th	M - F	
1:00 am	Drug Court Assessment	W				
1:15 pm	Dependency Adoptions	T	W	M	W	
1:15 pm	Trials/Short Cause Contested Matters	M, T, Th	M - Th	M - Th	M - Th	
1:15 pm	Family Wellness Court			F		
1:15 pm	Girls' Court		F			
1:30 pm	Detention	M - F	M - F	M - F	M - F	
1:30 pm	Trials/Short Cause Contested Matters					F
2:00 pm	Drug Court	W				
2:15 pm	Drug Court Graduation	W				

The court intends to add a fourth dependency department at the Terraine Street location, effective July 1, 2009. The fourth department would run calendars essentially the same as those in place in the other three departments, as indicated above; proposals must address the bidder's capacity to staff a fourth dependency department.

5.0 BACKGROUND ON CURRENT REPRESENTATION OF PARTIES

Since the advent of trial court funding in 1998 and after a competitive process, the Court has contracted with the Office of the District Attorney, County of Santa Clara, to represent children in juvenile dependency cases. The current contract is set to expire June 30, 2009.

6.0 SCOPE OF PROPOSAL AND OBJECTIVES OF THE REQUEST FOR PROPOSAL

The scope of this proposal is to provide legal representation to minors in dependency proceedings, currently handled by the Santa Clara County Office of the District Attorney (DA), from July 1, 2009 to June 30, 2011. In cases where the DA cannot provide representation due to a legal conflict of interest, children are represented by Legal Advocates for Children and Youth, through a subcontract with the Dependency Advocacy Center. This RFP does not include representation for those children.

The DA provides sufficient attorneys and support staff to represent the minor parties in three departments of the Juvenile Court, and related appearances in such other departments of the Court to which matters are assigned because of length of trial or other reason (for example, Drug Treatment Court). The DA is currently utilizing 11 attorneys, 6 investigative assistants, 3 social workers, and 4 secretarial/clerical workers to provide those services necessary to represent the interests of the minors represented.

The DA handles approximately 2,300 cases at a given time. Many clients use English as their second language or are monolingual, Spanish. Cases are now heard chiefly in three court departments located in San Jose. Long cause dependency trials (multi-day) are assigned to judges in the Civil Trial Division. One day every other week cases are called at the Morgan Hill Courthouse. (See Table 1: Current Juvenile Court Schedule for details.)

It is the intent of the Court to transfer all dependency cases from the current provider to the successful bidder, if a new vendor is selected, subject to negotiation and in recognition of the importance of the attorney-client relationship, consistency for children in the dependency system and the need for timely case adjudication. The selected providers should be prepared to accept all child cases, whether new or ongoing, as of July 1, 2009. Note, however, that currently appointed attorneys will not be immediately released on a limited number of cases that are at a critical stage.

7.0 CASELOADS

Project Title: Santa Clara Dependency Representation
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The caseload assumptions to be made by an applicant in preparing a proposal should be based on the statistical information in Tables 2 and 3, below:

Table 3 - Representation in Dependency Matters

Non-Conflict Children	2,108 ³
Conflict Child Clients	231 ⁴

9.0 REPORTING AND BILLING REQUIREMENTS

The service provider will be required to maintain and report to the AOC and Court statistical information regarding dependency representation including but not limited to the following:

1. Upon Contract Signing. A list of all current cases, including those transferred to Contractor from prior counsel;
2. Monthly 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:
 - i. Case number;
 - ii. Party represented;
 - iii. For sibling groups, number of children represented
 - iv. Appointment date;
 - v. Initial hearing date;
 - vi. Name of appointed attorney;
 - b. For cases where representation is terminated:
 - i. Case number;
 - ii. Date of termination of representation; and
 - iii. Reason for termination of representation.
3. Quarterly 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 subsequent year of the Contract, and shall be specified by the AOC. 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 per month, including a breakdown of time spent on specific tasks for each case; and
 - b. The amount of time spent in court each month, including a daily list of the types of hearings for which an appearance is made.

³ Source: District Attorney report of number of children represented as of October 1, 2008.

⁴ Source: Dependency Advocacy Center report of conflict children represented by Legal Advocates for Children and Youth as of October 1, 2008. Representation of Conflict Children is not included in this RFP.

This reporting requirement will be built into the billing mechanism. Sample monthly and quarterly reporting forms (Invoice Documentation Forms) are provided in Appendix A.

Reporting requirements are subject to change, and the Court, in consultation with 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 forms provided by the court and the AOC. Failure to accurately complete information required on the billing form will result in rejection of invoices and non-payment for services.

10.0 COST RECOVERY

The State and the Court may implement a cost recovery program for dependency counsel services during the term of this Contract. In the event that a cost recovery program is implemented, Contractor agrees to participate in that effort; participation may include, but is not limited to, the distribution of financial declaration forms to clients upon initial appointment.

END OF ATTACHMENT D