



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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TO: **POTENTIAL PROPOSERS**

FROM: Administrative Office of the Courts
Finance Division

DATE: September 7, 2011

SUBJECT/PURPOSE OF MEMO: **REQUEST FOR PROPOSALS**

Proposals to provide representation in juvenile dependency proceedings in the Superior Court of California, County of Santa Barbara.

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals (RFP), as posted at <http://www.courts.ca.gov/rfps.htm>:

Project Title: Santa Barbara Dependency Representation
RFP Number: CFCC 04-11-LM

PRE-PROPOSAL PROPOSERS' CONFERENCE: A pre-proposal Proposers' conference will be held simultaneously in the Figueroa Building at 118 Figueroa Street, 1st Floor (right side of building) in Santa Barbara and in the Cook Building, Royce Lewellen Justice Center, 312 E. Cook Street (next to Department 3) in Santa Maria via video link on **September 21, 2011 at 12:00 p.m. (Pacific)**

QUESTIONS TO THE SOLICITATIONS MAILBOX: Questions regarding this RFP should be directed to Solicitations@jud.ca.gov by **3:00 p.m. (Pacific) on September 26, 2011.**

DATE AND TIME PROPOSAL DUE: Proposals must be received by **October 19, 2011, at close of business**

SUBMISSION OF PROPOSAL: Proposals must be sent to:
**Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden, RFP No. CFCC 04-11-LM
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688**

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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.

1.3 COURT-APPOINTED COUNSEL FUNDING

1.3.1 Contracts issued pursuant to this RFP will be funded by the court-appointed counsel (CAC) program budget. This program operates on a structural deficit. Annual expenditures have exceeded the state allocation of \$103.725 million by at least \$7 million for the last six years; full funding has been achieved via one-time transfers from other court operations areas. The fiscal year 2011-2012 program funding level has been reduced, and another reduction is anticipated for fiscal year 2012-2013, with the goal of discontinuing the transfer process by that year.

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
Issue date of RFP on http://www.courts.ca.gov/rfps.htm	September 7, 2011
Pre-proposal Proposers' conference	September 21, 2011 at 12:00 p.m. The Proposers' Conference will be held simultaneously in two locations via video link: Figueroa Building, 118 Figueroa Street, 1st Floor (Right side of building), Santa Barbara and Cook Building, Royce Lewellen Justice Center, 312 E. Cook Street (Next to Department 3), Santa Maria
Deadline for questions to Solicitations@jud.ca.gov	September 26, 2011 by 3:00 p.m.
Questions and answers from Proposers' conference and answers to questions sent to Solicitations@jud.ca.gov , will be posted at www.courts.ca.gov/rfps.htm (<i>estimate only</i>)	September 28, 2011
Latest date proposal may be submitted	October 19, 2011 by close of business
Evaluation of proposals (<i>estimate only</i>)	October 19 through October 31, 2011
Notice of Intent to Award (<i>estimate only</i>)	November 2, 2011
Negotiations and execution of contract (<i>estimate only</i>)	November 3 through November 30, 2011

3.0 PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

- 3.1 The Superior Court of California, County of Santa Barbara (Court) and the AOC seek to identify and retain qualified service providers to provide high-quality, cost-effective representation for parties 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 Proposals will be considered from all juvenile dependency provider types, including but not limited to:
- Government agencies;
 - Non-profit organizations;
 - Private firms;

- Panel organizational configurations; and
- Any combination of the above.

Proposers may submit a proposal to provide services for one or more of the following Lots, as described below:

Lot 1 – Proposals Based on Client Type

Lot 1A – Children: Representation for all children in dependency proceedings in Santa Barbara County (i.e., both the North and South County regions), including all levels of child conflict.

Lot 1B – Parents, Guardians, and De Facto Parents: (collectively referred to as ‘parents’): Representation for all parents in dependency proceedings in Santa Barbara County (i.e., both the North and South County regions), including all levels of parent conflict.

Lot 2 – Proposals Based on Geographic Region

Lot 2A – North County: Representation for all children and parents, including all levels of child and parent conflict, in the North County, as defined in Santa Barbara Superior Court Rules, Chapter 2, part 201.

(http://www.sbcourts.org/general_info/ct_rules.htm#2).

Lot 2B – South County: Representation for all children and parents, including all levels of child and parent conflict, in the South County, as defined in Santa Barbara Superior Court Rules, Chapter 2, part 201.

(http://www.sbcourts.org/general_info/ct_rules.htm#2).

Lot 3 – Proposal for Representation of All Parties in County

Lot 3 – All Parties: Representation for all children and parents, including all levels of child and parent conflicts, in Santa Barbara County (i.e., both the North and South County regions).

Proposers who choose to submit proposals for both Lot 1A and Lot 1B, and proposers who choose to submit proposals for both 2A and 2B, must also submit a complete proposal for Lot 3, paying particular attention to issues of fiscal impacts (either savings or additional costs) and conflicts that might occur if the organization is awarded representation services for both children and parents.

If a proposer submits proposals for multiple Lots, they are acknowledging that they will accept an award for any of those Lots.

4.0 SCOPE OF SERVICES (See Exhibit E – 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 Proposers will submit **one (1) unbound original hard copy version and five (5) copies of the technical proposal and cost proposal** signed by an authorized representative of the company, including name, title, physical and electronic addresses, and telephone number of one individual who is the proposer's designated representative. Proposals shall be valid for **180 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.
- 5.3 In addition to the hard version, above, proposers must also submit **one (1) electronic version of the complete proposal, including the completed Budget Template, Appendix C, in Excel format.** The electronic versions of the proposal should be on CDs included with the hard copies mailed to Nadine McFadden at the address, below.
- 5.4 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: 04-11-LM
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688
- 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. Proposers 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 the 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 as non-responsive.

Order:

- 5.6.1 Title Page
- 5.6.2 Lot Check-Off Form
- 5.6.3 Description of Services to be Provided
- 5.6.4 Competency and Experience Requirements (Including Resumes of Key Staff)
- 5.6.5 Improving Child Welfare Outcomes
- 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 Payee Data Record

Information:

5.6.1 Title Page

The title page will include the following information:

- Proposal title;
- Date submitted;
- Proposer's name;
- Identification of proposer as individual, partnership, corporation, public agency, or joint venture of one or more of the preceding;
- Identification 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.);
- Proposer's contact information, including address, telephone, fax and email address;
- Name and contact information (address, telephone, fax and email) for the person or persons who will be authorized to make representations for the proposer;
- Proposer's social security number or federal tax identification number; and
- Signature of duly authorized representative.

5.6.1.1 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.

5.6.2 Lot Check-Off Form

The proposer must state exactly on what he/she is bidding by completing a Lot Check-Off Form (provided in Appendix A). The Lot Check-Off Form is used to indicate the specific Lot addressed by the enclosed proposal (Question 1 on the form), as well as all other proposals being submitted under separate cover by the proposer (Question 2 on the form).

5.6.3 Description of Services to be Provided

The proposer 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 for the selected Lot(s) covered by this proposal, as described in *Exhibit E, Sections 2.0, 3.0, and 4.0*. The proposal must address how services will be provided to clients who use English as their second.

B. Organization and Staffing Plan

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

- 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, including;
 - Classification and full-time equivalent (FTE) or part-time status for each attorney and non-attorney position included in each

division/unit (i.e., if part-time, how much of each position's time will be dedicated to this contract);

- Ratio of supervising attorneys to line attorneys, if applicable;
- Job descriptions for all employee classifications;
- 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).
- The proposer must describe how they will supervise the work and work products to ensure the quality and adequacy of dependency representation, including courtroom coverage, for both attorney and non-attorney staff and any independently contracted attorneys used by the proposer.
- For Lot 1A and Lot 1B proposals, the proposer must describe how the transition to countywide juvenile dependency representation will be implemented, including a discussion the opportunities presented by such a transition and ways in which any anticipated challenges would be addressed.

In Lot 2 and 3 proposals, the proposer must clearly distinguish between the staffing plan and ratios for children's representation versus parents' representation.

C. Courtroom Coverage and Calendar Management

Proposers must submit a proposal to represent parties in the current arrangement of all dependency departments. The proposal must describe how each courtroom will be staffed so as to ensure adequate attorney availability at all times. 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 at all court locations, based on the information provided in *Exhibit E, 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 qualified 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 may be included in the Plan. A list of substitute attorneys must be approved by the AOC within thirty days of execution of a new contract.

N.B. Substitute counsel are subject to the competency and education requirements specified in Section 5.6.4 below, as well as the performance requirements outlined in *Exhibit E, Section 2.0, Scope of Services*.

D. Proposals for Conflicts

Proposals must include a detailed plan for identifying and handling conflict situations, pursuant to the criteria contained in *Exhibit E, Section 8.0*.

All proposals must describe how all potential levels of conflicts will be addressed, and must demonstrate the ability to provide representation for all levels of conflict, including procedures to avoid ethical conflicts while providing representation to more than one party in a dependency case. Proposals must describe how secondary conflicts will be identified and avoided.

E. Facilities

Proposers must identify the proposed locations of office and client interview facilities, which must be in Santa Barbara County.

F. Reporting and Billing Requirements

Proposals must include a plan for maintaining case and statistical information required for reporting and billing purposes, as specified in *Exhibit E, Section 10.0*.

Contractors will be required to provide statistical information via the Juvenile Court Activity Tracking System (JCATS), a Web-based case management program. A snapshot of the JCATS screen, showing required reporting elements, is provided in Appendix B.

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

A. Competency and Continuing Education

The proposer must describe how dependency counsel competency requirements will be met, as outlined in the Santa Barbara Superior Court Rules, Chapter 20, part 2009. The proposer should also describe his or her plan for continuing education, as described in the Court's Rules, Chapter 20, part 2009 and California Rules of Court (CRC) Rule 5.660.

The Court's Local Rules may be found at:
http://www.sbcourts.org/general_info/ct_rules.htm#20.

CRC Rule 5.660 may be found at http://www.courts.ca.gov/xbcr/cc/title_5.pdf

If the proposer is proposing to subcontract with one or more organizations to provide dependency representation, the proposer must describe how the competency and experience requirements of the Court will be met by that agency, and how the proposer intends to monitor compliance of the subcontractor.

B. Key Staff Qualifications and Resumes

Resumes must be included in this section for key staff that describes their background and experience in conducting the proposed activities. Key staff includes all executive and supervisory level staff. Proposal must describe key staff's knowledge of the requirements necessary to complete this project and describe professional qualifications and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities. If the proposer is proposing to subcontract with one or more organizations to provide dependency representation, key staff resumes for those agencies must also be included. Resumes for key attorney staff must demonstrate training and experience necessary to comply with the Court's Rules, Chapter 20, part 2009.

5.6.5 Improving Child Welfare Outcomes

The proposer must describe the role of dependency counsel for parents, children or both in improving outcomes for children and families in the child welfare system, and how the services provided by the proposer will help to further the DRAFT Program Goals, as identified in *Exhibit E, Section 5.0*. The proposer must specifically speak to the role of counsel with respect to relative and sibling placement, reunification, reentry and guardianship rates, and must address the specific data presented regarding child welfare outcomes in Santa Barbara County.

5.6.6 Cost Proposal and Budget

A. Cost Proposal and Detailed Program Budget

Due to uncertainty regarding funding for this program area, as described in Section 1.3 above, proposers are asked to submit proposals based on the Caseload Funding Model adopted by the Judicial Council in October 2007¹.

¹ The Judicial Council adopted the Caseload Funding Model at its October 26, 2007 meeting. The report to the Judicial Council detailing the model may be found at <http://www.courts.ca.gov/documents/102607itemF.pdf>.

Total annual funding for proposals, not including any necessary start up and transition costs, will be limited to the following amounts:

- Lot 1A Proposals: Between \$703,700.00 and \$827,800.00
- Lot 1B Proposals: Between \$559,200.00 and \$657,900.00
- Lot 2A Proposals: Between \$1,016,000.00 and \$1,195,300.00
- Lot 2B Proposals: Between \$246,900.00 and \$290,500.00
- Lot 3 Proposals: Between \$1,262,900.00 and \$1,485,800.00

The proposer must specify the total maximum cost to the AOC for the project for the following periods: **January 1, 2012 – October 31, 2012, November 1, 2012 – October 31, 2013 and November 1, 2013 – October 31, 2014.**

Proposers must also provide in this section of the proposal a detailed line item budget for the periods **January 1, 2012 – October 31, 2012, November 1, 2012 – October 31, 2013 and November 1, 2013 – October 31, 2014** using the Budget Templates provided in Appendix C. Appendix C includes tabs for each of these periods. **Proposers must complete all tabs of Appendix C.**

The budget template includes the following line items:

- Personnel,
- Benefits (e.g., medical/dental, vacation, etc.),
- Additional Professional Services (e.g., interpreters, etc.),
- Travel (includes in-county and out-of-county travel),
- Training,
- Insurance: These costs must reflect coverage levels as outlined in *Exhibit A, Section 7.0*. Deductible amounts must be provided in the budget narrative;
- Rent;
- Overhead (includes utilities, supplies, etc.); and
- Reimbursable expenses (expert witnesses, out-of-state travel to visit child clients, and conflict appointment payments).

As specified in *Exhibit C, Sections 2 and 3*, the State will provide reimbursement for out-of-state travel to visit child clients and expert witnesses, as well as for conflict appointment payments. An estimate of these expenses must be included in the Budget Template.

All proposers are required to submit an electronic copy of the completed Budget Template in Excel format to the AOC, as specified in Section 5.3, 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.

With the exception of client interview facilities at the Court, as specified in *Exhibit E, Section 4.0*, No facilities will be provided for the proposer under this proposal. All office space will be the responsibility of the proposer.

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. Only one budget justification narrative is required.

For Lot 2 and 3 proposers, if the proposer believes that there are certain economies of scale and hence savings to be realized through the provision of both children's and parent's representation by a single organization (e.g., administrative or overhead savings), the proposer should describe those savings in the Budget Narrative Section of the proposal.

- i. An explanation for the all budgeted line items for the start up and transition budget must be included in the Budget Justification Narrative.

5.6.7 Acceptance of Proposal Conditions

By submitting a proposal, the proposer 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 Proposer:

1. The AOC and the Court may require whatever supporting documentation they deem necessary relative to the proposer'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 proposer, either in writing or verbally; any such requests will be addressed to that person or persons authorized by the proposer to represent the proposer.
3. The AOC and the Court reserve the sole right to evaluate the proposer's personnel identified in the proposal.
4. The AOC and the Court may select one or more proposers 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 proposer has been selected by the evaluation panel, the AOC and the proposer, in consultation with the Court, will negotiate a final contract based on the Contract Terms and Conditions in *Exhibit A*.
6. The AOC 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 a selected proposer, the AOC and the Court reserve the right to select the next highest ranked proposer.
7. Conditions to be accepted if any work is subcontracted:
 - a. The proposer 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. Proposer shall ensure that any subcontractors are bound by the terms of the contract that results from this RFP.
8. The proposer 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 proposer 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 proposer via U.S. mail, within 45 days after the first thirty (30) days of service. Thereafter, the proposer 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 an AOC Standard Agreement form and will be based on the AOC's Contract Terms and Conditions included as *Exhibits A and B* and the *Scope of Services* included as *Exhibit E*. Additional terms and conditions appropriate for this project may be included in the final agreement.

The proposal must include a statement as to whether the proposer accepts the terms and conditions set forth in *Exhibits A and B*, the payment terms set forth in *Exhibit C*, and the *Scope of Services* set forth in *Exhibit E*, or whether the proposer takes any exceptions to those terms. The proposer 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, proposer must submit a “redlined” version of the term or condition showing all proposed modifications. The proposer must provide an explanation as to why the modification is required.

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

Incorporated in this RFP, and attached as *Exhibit D*, is a document entitled “Administrative Rules Governing Requests for Proposals.” Proposers must follow these rules in preparation of their proposals.

5.6.10 Specified Exceptions to RFP terms

Proposers must identify any section of this RFP not already noted in Section 5.6.9 above to which they take exception. Proposers must identify the specific section, paragraph and reason for the exception. If the proposer does not expressly take exception in its proposal, the proposer will be deemed to have indicated his/her agreement.

If proposer 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 proposer may submit a written request that the solicitation document be changed. Refer to *Exhibit D, Section 3.0* for timelines and procedures.

5.6.11 Payee Data Record (STD-204)

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

6.0 RIGHTS

The AOC 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 California Rule of Court 10.500 (see: http://www.courts.ca.gov/xbcr/cc/title_10.pdf as to disclosure of its administrative records.

7.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the evaluation team to determine the proposer's demonstrated ability to provide quality legal services to parties in dependency proceedings for the applicable Lot(s) proposed. Proposals will be evaluated individually, and the highest scored proposal will be selected. If the selected proposal does not provide representation for all parties in dependency proceedings in Santa Barbara County, the Court and the AOC will take steps to procure the remaining required services.

The maximum total available score for each individual proposal for all evaluation criteria categories is **100 points**. Although some categories are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. The evaluation categories, maximum possible points for each category, and evaluation criteria for each category are set forth in paragraphs 1 through 4 below.

1. **(40 Total Possible Points)** Plan to provide comprehensive, high quality and timely services to all dependency departments of the Court, including:
 - a) A description of how services will be provided.
 - b) Related experience, background and professional qualifications of the personnel who are responsible for providing dependency counsel services and program administration.
 - c) Adequate oversight of the quality of services provided by the proposer and subcontractors, if applicable, under this proposal.
 - d) A description of the implementation of countywide representation, if applicable, as identified in section 5.6.3 B, above.
 - e) A complete and timely response to follow-up questions from the Court and the AOC regarding the proposal, if applicable.
2. **(30 Total Possible Points)** Reasonableness of cost proposal, including:
 - a) Proposed average cost per client; and
 - b) Percentage of proposer's costs directly applied to attorney services, and to indirect costs.
3. **(20 Total Possible Points)** Explanation of the role of children's and/or parents' counsel in impacting child welfare outcomes, including:
 - a) A description of how representation impacts the placement and permanency outcomes, and how the services provided by the proposer will help to further the DRAFT Program Goals, as identified in *Exhibit E, section 5.0*; and
 - b) An explanation of the role of counsel with respect to relative and sibling placement, reunification, reentry and guardianship rates.
4. **(10 Total Possible Points)** Acceptance of Proposal Contract Terms and Conditions, including:

- a) Proposer's written acceptance of the proposal conditions set forth in section 5.6.7, above.
- b) Proposer's written statement that proposer is financially capable of supporting the operation for seventy-five (75) days prior to the first payment, per 5.6.8, above.
- c) Proposer's written acceptance of the contract terms and administrative rules as set forth in section 5.6.9, above, or the extent of any proposed exceptions as set forth in section 5.6.10, above.

8.0 ADDITIONAL REQUIREMENTS

8.1 References

Upon request, proposers will be required to provide 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 Health and Human Services Agency staff. The AOC or the Court may check references provided by the proposer. Proposer may identify other courts for which they have provided dependency services; if such courts are identified, proposer must state that he or she agrees to the AOC and/or the Court contacting those courts. Information for references must include the following:

- Organization name;
- Contact person name, address, and telephone number; and
- Dates that services were provided.

9.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

California judicial branch entities are subject to California Rule of Court 10.500 (see: http://www.courts.ca.gov/xbcr/cc/title_10.pdf), which governs public access to judicial administrative records ("Rule 10.500"). Under Rule 10.500(f)(10), records "that contain trade secrets or privileged or confidential commercial and financial information submitted in response to a judicial branch entity's solicitation for goods or services or in the course of a judicial branch entity's contractual relationship with a commercial entity" are not subject to public disclosure. If a proposer'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 Rule 10.500, then that information will not be disclosed pursuant to a request for judicial administrative records. If the AOC finds or reasonably believes that such material is not exempt from disclosure under Rule 10.500, the material will be made available to the public, regardless of the notation or markings. If a proposer is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of Rule 10.500, then it should not include such information in its proposal.

END OF RFP

EXHIBIT A
CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

- A. Wherever capitalized in this Agreement, the following words shall have the following meanings:
- i. **“Amendment”** means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following:
 - a. A change in the Services;
 - b. A change in Contract Amount;
 - c. A change in time allotted for performance; and/or
 - d. An adjustment to the Agreement terms.
 - ii. **“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:
 - a. Information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party;
 - b. Information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement;
 - c. Information that is independently developed by the receiving party without reference to the Confidential Information; and
 - d. Information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
 - iii. **“Contract”** or **“Contract Documents”** mean(s) the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed Standard Agreement Coversheet form. The terms **“Contract”** or **“Contract Documents”** may be used interchangeably with the term **“Agreement.”**
 - iv. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Services, in accordance with the Contract Documents.
 - v. **“Contractor”** means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to perform the Services. The Contractor is one of the parties to this Agreement.
 - vi. **“Court”** means the Superior Court of California, County of Santa Barbara.

- vii. **“Data”** has the meaning set forth in section 13.
- viii. **“Force Majeure”** means a delay that prevents the timely performance of any obligation because such delay or failure to perform was unforeseeable and beyond the control of the party that failed to perform. Acts of Force Majeure include, but are not limited to:
 - a. Acts of God or the public enemy;
 - b. Acts or omissions of any government entity;
 - c. Fire or other casualty for which a party is not responsible;
 - d. Quarantine or epidemic;
 - e. Strike or defensive lockout; and,
 - f. Unusually severe weather conditions.
- ix. **“Services”** means the services to be performed by the Contractor pursuant to this Agreement, as set forth in Exhibit B.
- x. **“Standard Agreement Coversheet”** refers to the form used by the AOC to enter into agreements with other parties.
- xi. **“Standard Amendment Coversheet”** refers to the form used by the AOC to amend agreements with other parties.
- xii. **“State”** as used in this Agreement means the State of California acting through the Judicial Council of California, Administrative Office of the Courts (which may also be referred to as the **“AOC”**).
- xiii. **“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.
- xiv. **“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. **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. QUALITY OF SERVICES

- A. 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:
- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. Adhere to the State Bar Act and the California Rules of Professional Conduct relative to the provision of the Services.

4. STATE'S QUALITY ASSURANCE PLAN

- A. 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.
- i. 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, including completion and return of peer evaluation forms to the State or to the State's agent as requested.

- ii. 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. SUBCONTRACTING

- A. 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.
- B. 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. INDEMNIFICATION

- A. Contractor shall indemnify, defend (with counsel satisfactory to the State), and hold harmless:
 - i. The State, its officers and employees;
 - ii. The Court, its judges, subordinate judicial officers, court executive officers, court administrators, officers and employees; and
 - iii. 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**")
 - a. 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;
 - b. 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;

- c. Made or incurred by any Third Party that furnishes or provides Services, materials, or supplies in connection with this Agreement; or
- d. 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. INSURANCE (2 – OPTIONS)

OPTION 1 – NON-GOVERNMENT 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 section 7.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 section 7.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 section 19.J of this Exhibit.
- 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 Senior Manager of Business Services, by mail, at the following address: Judicial Council, Administrative Office of the Courts, Senior Manager, Business Services, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94102. 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:
- i. Name and address of the injured or deceased person(s);
 - ii. Name and address of Contractor's Subcontractor, if any;
 - iii. Name and address of Contractor's liability insurance carrier;
 - iv. 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
 - v. A description of what effect, if any, the accident will have upon Contractor's ability to perform the Services.

OPTION 2 – COUNTY/GOVERNMENT SELF-INSURANCE

- A. Insurance Required. Contractor will provide a Statement of Coverage providing evidence of its program of self-insurance for general liability, automobile liability, professional liability and workers' compensation/employers liability.
- B. No Reduction or Limit of Contractor's Obligation. Contractor's program of self-insurance shall not reduce or limit Contractor's contractual obligation to indemnify and defend the State. Acceptance of Contractor's program of self-insurance by the State shall not relieve or decrease the liability of Contractor hereunder.
- C. 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 Senior Manager of Business Services, by mail, at the following address: Judicial Council, Administrative Office of the Courts, Senior Manager, Business Services 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94102. 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:
- i. Name and address of the injured or deceased person(s);
 - ii. Name and address of Contractor's Subcontractor, if any;
 - iii. Name and address of Contractor's liability insurance carrier;
 - iv. 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
 - v. A description of what effect, if any, the accident will have upon Contractor's ability to perform the Services.

8. 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. TERMINATION FOR NON-APPROPRIATION OF FUNDS

- A. 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. 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 thirty (30) days prior written notice of termination. The notice shall specify the date on which termination shall become effective.

11. ACTIONS OF CONTRACTOR UPON TERMINATION

- A. Immediately upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by the State and to minimize the liability of Contractor and the State to Third Parties as a result of termination. All such actions shall be subject to the

prior approval of the State, at the State's sole discretion, and shall be in accordance with the attorneys' obligations to their clients.

- i. Withdrawal and Tail Representation. Contractor will continue to represent existing clients until Contractor withdraws as counsel of record (or substitutes counsel) without prejudice to the interests of Contractor's clients and without violating any law, rule or regulation.
- ii. Release from Performance of Services. Contractor will be released from performing Services to the extent Contractor effectively withdraws as counsel of record (or substitutes counsel) in accordance with section 11.A above. If Contractor cannot be released from performing Services due to an inability to withdraw as described above, Contractor will give the State as much written notice as possible before the termination date, which notice will describe each affected matter and the basis for the Contractor's inability to withdraw, and the Contractor and the State will then confer in good faith. If a court orders that Contractor maintain certain representations or, using its reasonable judgment, the State determines that Contractor's assertions warrant its continued representation as its withdrawal is not permitted for the reasons stated in the immediately preceding paragraph, then, until such time as this Agreement would have expired, (had it not been earlier terminated for change in law) pursuant to the expiration date of the Agreement or, if renewed, the date of expiration of the renewed Agreement, the following provisions shall apply:
 - a. Contractor's duties under this Agreement will continue after the Termination Date solely with respect to the affected matters;
 - b. Compensation following the Termination Date will be at a rate of \$86 per hour for legal services provided;
 - c. In addition, the State will reimburse the Contractor for any direct, reasonable, actual expenditures for long distance telephone and, if contained in a court order, Third Party experts.

12. EFFECT OF TERMINATION

- A. 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:
 - i. 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.
 - ii. Offset and Deduction. The State may deduct from any payment upon termination:
 - a. All payments previously made by the State for Services covered by Contractor's final invoice.
 - b. The amount of any claim that the State may have against Contractor in connection with this Agreement.

- c. 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. OWNERSHIP OF DATA

Contractor will provide to the client or subsequent counsel at no cost copies of all relevant client files produced by Contractor in the course of its performance of Services including, without limitation, any motions or briefs. Contractor will provide these copies upon request by the client or upon appointment of subsequent counsel. The client or the subsequent counsel may use the materials in the client file at his or her discretion. All reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data that the Contractor is required to create by the State or provide to the State pursuant to this Agreement (collectively, "Data") 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. OPERATING RESERVE

- A. Contractor shall maintain, at all times during the term of this Agreement, an unallocated operating reserve at least equal to 11.5 percent of the total annual contract amount.
- B. Contractor shall maintain, at all times during the term of this Agreement, an additional reserve in an amount at least equal to outstanding employee leave balances.
- C. [The unallocated operating reserve shall be established and maintained according to procedures developed by the Contractor's Board of Directors. Expenditures from the unallocated operating reserve shall follow the procedures set forth by the Board of Directors and shall be reflected in the financial information the Contractor furnishes to the Court.]
- D. Contractor shall notify the State within forty-five (45) calendar days if its unallocated operating reserve level falls below the amount set forth in (a) above. Contractor shall include with the notification: (1) a detailed explanation of the reason(s) for the reduced reserve level; and (2) a plan for specific operational change(s) to increase the unallocated operating reserve to the mandatory minimum level. Contractor shall not be deemed to be in breach of this Agreement if this unallocated operating reserve level or other reserve falls below the minimums required in this paragraph 13 if Contractor has implemented a plan to raise the applicable reserve to the minimum level within a reasonable period of time. For avoidance of doubt, any line of credit or similar instruments will be used to determine whether the reserves required under this paragraph 13 have been met.

15. PROPRIETARY OR CONFIDENTIAL INFORMATION OF STATE

- A. 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.

- B. 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.
- C. 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.

16. 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 four (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.

17. ACCOUNTING SYSTEM REQUIREMENTS

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

18. CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES

- A. 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:

- i. Nondiscrimination/No Harassment Provisions and Compliance.
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. Compliance. Contractor shall include the nondiscrimination and compliance provisions of this paragraph in any and all subcontracts issued to perform Services under the Agreement.
- ii. Conflict of Interest.
 - a. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State

if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of:

- (1) Use of an official position with the government for private gain;
 - (2) Preferential treatment to any particular person associated with this Agreement;
 - (3) Loss of independence or impartiality;
 - (4) A decision made outside official channels; or
 - (5) Adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- b. The Contractor certifies and shall require any Subcontractor to certify as follows:
- (1) 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.
- c. 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.
- iii. Drug-Free Workplace. Contractor will provide a drug-free workplace as required by California Government Code Sections 8355 through 8357.
- iv. 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.
- v. 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.
- vi. 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.

- vii. Signature Authority. All parties who sign this Agreement on behalf of Contractor are duly authorized to do so.

19. 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 AOC's Business Services Manager'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 affect 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

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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 Contractor's performance of 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: Linda Katz, AOC Project Manager
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

To the Contractor:

[Contractor name]
[Attn:]
[Address]
[Address]

With copy to:

Superior Court of California
County of Santa Barbara
Attn: Gary Blair, Court Executive Officer
P.O. Box 21107
Santa Barbara, CA 93121

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- 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. 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. Amendments to the Agreement shall be authorized via execution of a Standard Amendment Coversheet.
- L. Entire Agreement. This Agreement, consisting of the executed Standard Agreement Coversheet, the Agreement Funding and Account Code Information Form, and all exhibits and attachments or exhibits 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 EXHIBIT A

EXHIBIT B
SCOPE OF SERVICES AND SERVICE LEVELS

1. SCOPE OF SERVICES

- A. Contractor shall comply with Santa Barbara Superior Court Rules in performance of this Contract.
- B. Contractor shall represent all parents, guardians and de facto parents in juvenile dependency proceedings in the Superior Court of California, County of Santa Barbara.
- C. This representation requires, but is not limited to, adherence to the following performance standards:
 - i. Establishing and maintaining an attorney-client relationship;
 - ii. Visiting child clients at each new placement, whenever feasible;
 - iii. Conducting thorough, continuing, and independent investigations and interviews at every stage of the proceedings;
 - iv. Determining their client's interests and desires and advocating for those interests and desires;
 - v. Contacting social workers and other professionals associated with their client's case prior to each hearing, whenever practical and appropriate:
 - For child clients, this includes contacting CASA and school personnel;
 - vi. Requesting services (by court order if necessary) to access entitlements and to ensure a comprehensive service plan:
 - For child clients, this includes requesting services related to Individualized Education Plans and attending meetings related to the child, as practical and appropriate;
 - vii. Monitoring compliance with court orders, including provision of and effectiveness of court-ordered services;
 - viii. Filing pleadings, motions, responses, or objections as necessary to represent the client;
 - ix. Preparing for and participating in all hearings:
 - For child clients, preparing for and participating in 241.1 hearings pertaining to current juvenile dependents with a goal of maintaining the dependency jurisdiction wherever possible and appropriate;
 - For parent clients, representation at hearings set to determine the ability to pay for the cost of court appointed counsel.
 - x. Investigating the interests of child clients beyond the scope of the juvenile dependency proceeding and notifying the court of issues on behalf of the child, administratively or judicially. These interests may include:

- a. School/special education issues;
- b. Mental health assessment and treatment;
- c. Immigration;
- d. Personal injury; and
- e. Delinquency or status offender matters;

Contractor shall not be required to provide legal representation regarding any of the above-referenced interests.

- i. Participating in alternative dispute resolution efforts, including but not limited to Family Group Conferences, Team Decision Making meetings and mediation, as appropriate and beneficial to the client;
- ii. Determining if appeals and writs are appropriate and, where necessary, filing writ and notice of appeal; and
- iii. Arranging for substitutive representation where necessary to avoid court delay.

2. CONFLICTS AVOIDANCE

A. Contractor will ensure that conflicts are declared only when an actual conflict exists.

i. New Appointments

- Contractor shall establish procedures to check for conflicts of interest, and shall institute a process so as to avoid conflicts.

[Or, if contract includes conflicts representation:

- Contractor shall establish procedures to check for conflicts of interest, and shall institute a process so as to avoid conflicts. Contractor shall arrange for representation of all new clients by one of its [number of firms] separate law firms or by a contract attorney if assignment of a case to one of the [number of firms] separate law firms is not possible due to legal conflict of interest.]

ii. Ongoing Clients

- Contractor shall (a) establish procedures to determine whether actual conflicts of interest arise among current clients; (b) advise the court when such conflicts arise; and (c) arrange for the appropriate reassignment of cases.

[Or, if contract includes conflicts representation:

- Contractor shall (a) establish procedures to determine whether actual conflicts of interest arise among current clients; (b) advise the court when such conflicts arise; and (c) arrange for the appropriate reassignment of cases either to [one of its] other law firm(s) or to a contract attorney if reassignment of the case to the other firm is not possible due to legal conflict of interest.]

3. CONFLICT APPOINTMENT ADMINISTRATION

- A. Contractor will identify qualified independent contractor attorneys and execute contracts with those attorneys to be available for appointment in cases of conflict of interest, pursuant to section 2, above. Contractor will ensure that enough independent contractor attorneys are available to represent all clients whose representation would present a conflict of interest pursuant to section 2, above.
- B. The cost for independent contractor attorney services will be paid on a reimbursement basis, as provided in Exhibit C, section 3. Contractor agrees to incorporate the reporting of monthly statistics, regarding the number of conflict clients represented, into the independent contractor attorney contracts. Contractor will facilitate the reporting of monthly statistics as identified in section 8, below.

4. COURTROOM STAFFING

Contractor shall staff the Dependency courtroom(s) so as to ensure adequate attorney availability at all times.

5. EDUCATION AND TRAINING

- A. Contractor shall comply with the education and training standards outlined in Rule 5.660 of the California Rules of Court.
- B. Contractor shall attend statewide multi-disciplinary trainings or conferences, including but not limited to the AOC's annual Beyond the Bench Conference.

6. SYSTEM MEETINGS

- A. Contractor shall participate in systems meetings that are intended to improve services for children and families in dependency court. Those meetings include but are not limited to:
 - i. "Brown Bag" dependency stakeholder meetings convened by the court;
 - ii. Court-sponsored educational forums; and
 - iii. Any special meeting called by the Presiding Juvenile Court Judge.

Additional meetings shall be established, as changes in the law may require.

7. STAFFING AND SERVICE LEVEL

- A. Contractor agrees to provide, at a minimum, the following staffing pursuant to this agreement:
 - i. [No. of full time employee Attorney(s)] FTE Attorneys
 - ii. [additional staff if appropriate]
- B. The annual salary for key personnel shall be as follows:

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

Key Personnel	Annual Salary
[Title]	\$ [annual salary amount, average or range]

- C. Contractor agrees to represent approximately [no. of clients] clients in dependency cases at any point in time. Contractor agrees to keep monthly statistics regarding the number of clients represented as identified in section 8, below. In the event that the number of clients represented by Contractor increases or decreases by 25% or more over any consecutive 3-month period within the term of the Contract, State and the Contractor agree to discuss and renegotiate the level of staffing and payment to Contractor that is required under this Agreement.

8. CASE REPORTS AND MAINTENANCE OF RECORDS

- A. Contractor shall provide the following State case management reports:
 - i. No later than December 1, 2011. A list of all current cases, including those transferred to Contractor from prior counsel;
 - ii. Monthly Caseload Reports. Contractor shall provide statistical information on a monthly basis. Specific information will be provided in the manner prescribed by the State and will include, but will not be limited to, the following:
 - a. For newly-appointed cases:
 - (1) Case number;
 - (2) Party represented;
 - (3) For sibling groups, number of children represented;
 - (4) Appointment date;
 - (5) Initial hearing date; and
 - (6) Name of appointed attorney;
 - b. For cases where representation is terminated:
 - (1) Case number;
 - (2) Date of termination of representation; and
 - (3) Reason for termination of representation.
 - iii. JCATS Case Calendaring. Contractor will use the JCATS calendaring function to track court hearings.

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- iv. Quarterly Workload Reports. Contractor shall provide detailed statistical workload data to the AOC for a three-month period each year. The reporting quarter will change during each year of the Contract, and shall be specified by the State. Data will be provided by the Contractor in the manner prescribed by the State and will include, but will not be limited to, the following information for all ongoing cases:
 - a. The amount of out-of-court time spent on each case each day, including a breakdown of time spent on specific tasks for each case; and
 - b. The amount of time spent in court each day, including a daily list of the types of hearings for which an appearance is made.
- v. Monthly Staffing Reports. Contractor shall provide staffing information on a monthly basis in a manner prescribed by the State. Staffing reports will include the following:
 - a. Number of filled and unfilled positions listed in section 7.A, above; and
 - b. Name and FTE status of each person employed in the positions listed in section 7.A, above.
- vi. Annual Financial Reports. Contractor shall provide annual financial information, by completing and submitting the Income and Expenditures Report, which will be provided by the Project Manager, no later than forty-five (45) days after the end of the State's fiscal year. An audited financial statement may be provided in lieu of this report.

9. JUVENILE DEPENDENCY COUNSEL COLLECTIONS

The State and the Court have implemented a collections program for dependency counsel services during the term of this Contract. Contractor agrees to participate in that effort at no additional cost; participation includes, but is not limited to, the distribution of financial declaration forms to clients upon initial appointment and representation of parent clients at hearings set to determine the ability to pay for the cost of court appointed counsel.

END OF EXHIBIT B

**EXHIBIT C
 PAYMENT TERMS**

1. COMPENSATION FOR SERVICES

- A. Contractor shall be paid as compensation in full for the Services to be performed under this Agreement per period, as set forth in Table 1, below, which includes all of Contractor’s in-state travel expenses:

Table 1: Compensation for Services

Period of Service	Fiscal Year	Period Amount	Monthly Amount	Number of Monthly Payments per Period
[insert period]	[insert fiscal year]	\$(insert amount]	\$(insert amount]	[insert amount]

- B. Funds for a fiscal year are available at the point the Budget Act of said fiscal year passes; e.g., fiscal year 2010-2011 funds are available at the point the Budget Act of fiscal year 2010-2011 passes.
- C. Payment for each period shall be made in twelve (12) equal monthly payments in the manner set forth in section 4, below. Compensation as set forth above shall be the only payment made by the State pursuant to this Agreement except as set forth in sections 2 and 3, below. Except as set forth in sections 2 and 3, 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. REIMBURSEMENT FOR EXTRAORDINARY EXPENSES

- A. The State will amend this Agreement to incorporate funds in order to reimburse Contractor for allowable expenses which are directly related to the services provided State by Contractor hereunder, billed in the manner set forth in section 4, below. Allowable extraordinary expenses include out-of state travels to visit child clients and expert witnesses.
- i. Contractor shall notify the State if extraordinary expenses will include travel, in advance of any expenditure. For overnight travel, in accordance with State approved guidelines, the State will reimburse Contractor as follows: meals shall be reimbursed at the actual cost incurred, not to exceed the following maximum amounts per person per day: breakfast = \$6.00; lunch = \$10.00; dinner = \$18.00; and/or incidentals = \$6.00. The State shall reimburse Contractor for (a) in-state lodging at the actual cost incurred for expert witnesses only, not to exceed \$110.00 per day, plus tax and energy surcharge thereon, and (b) out-of-state lodging at the actual cost incurred, up to the federal per diem lodging rate for that locale, plus tax and surcharges thereon, when

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substantiated by receipts. Any required air travel will be reimbursed based on lowest available coach fare. Reasonable ground transportation expenses will be reimbursed at applicable IRS approved rate per mile.

- ii. State will reimburse Contractor for expert witnesses at actual cost and expenses incurred, when substantiated by copies of the expert witnesses' invoices.
- B. Contractor shall be reimbursed in full for allowable extraordinary expenses incurred under this Agreement per period, as set forth in Table 2, below.

Table 2: Reimbursement for Extraordinary Expenses

Allowable Period for Extraordinary Expenses	Fiscal Year	Period Amount
[insert period]	[insert fiscal year]	[\$[insert amount]]

3. REIMBURSEMENT FOR CONFLICT APPOINTMENT PAYMENTS

- A. The State will amend this Agreement to incorporate funds in order to reimburse Contractor for payment of of conflict counsel appointed pursuant to Exhibit B, sections 2 and 3, billed in the manner set forth in section 4, below.
- B. Contractor will submit requests for reimbursement on a monthly basis on a separate invoice form, along with a report that includes the following information:
 - i. For each conflict appointment:
 - a. Attorney Name;
 - b. Case Number;
 - c. Appointment Date;
 - d. Payment Date; and
 - e. Payment Amount;
 - ii. Total Number of Conflict Appointments; and
 - iii. Total Number and Amount of Conflict Payments.
- C. Contractor shall be reimbursed in full for conflicts appointment payments incurred under this Agreement per period, as set forth in Table 3, below.

Table 3: Reimbursement for Conflict Appointment Payments

Allowable Period for Conflict Appointment Payments	Fiscal Year	Period Amount
[insert period]	[insert fiscal year]	[\$[insert amount]]

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4. MANNER OF PAYMENT

- A. Within thirty (30) days after the end of each month, Contractor shall submit one original and two copies of each invoice for payment for the Services rendered and extraordinary expenses and conflict appointment payments incurred 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 or incurred the extraordinary expenses and conflict appointment payments during the month, a brief description of the Services performed or extraordinary expenses incurred 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 endeavor to 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 (30) 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 on time 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 or extraordinary expenses. 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.

5. FINAL INVOICING

- A. Contractor must submit Invoices for Services provided and extraordinary expenses incurred no later than the “Revert Deadline” identified for each appropriate funding source

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on the Agreement Funding and Account Code Form. The State may not be responsible for payment of Invoices received after the “Revert Deadline” specified on the Agreement Funding and Account Code Form for the applicable funding source.

- B. For the very last Invoice to be processed against this Agreement, Contractor will identify as “Final Invoice.”

6. 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.

7. 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 EXHIBIT C

EXHIBIT D
ADMINISTRATIVE RULES GOVERNING PROPOSALS

1. GENERAL

- A. 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 proposer's proposal is an irrevocable offer for **180 calendar days** following the deadline for its submission.

In addition to explaining the Administrative Office of the Courts' requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

2. COMMUNICATIONS WITH AOC REGARDING THE RFP

Except as specifically addressed elsewhere in this RFP, including directions pertaining to the submittal of Proposals, proposers shall use the "Solicitations Mailbox," identified on the cover memo of this RFP, for any communications with the AOC regarding the RFP and award. Proposers must include the RFP Number in subject line of any communication.

3. QUESTIONS REGARDING THE RFP

- A. If a proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the proposer may submit the question via email to the Solicitations Mailbox, identified on the cover memo of this RFP, conspicuously marking it as "CONFIDENTIAL." With the question, the proposer 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 proposer will be notified.
- B. Proposers interested in responding to the solicitation may submit questions via email to the Solicitations Mailbox, identified on the cover memo of this RFP, on procedural matters related to the RFP or requests for clarification or modification of this solicitation no later than the due date and time, as set forth on the RFP cover memo. If the proposer is requesting a change, the request must set forth the recommended change and the proposer's reasons for proposing the change. Questions or requests submitted after the due date and time will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC's responses will be made available.

4. ERRORS IN THE RFP

- A. If, prior to the date fixed for submission of proposals, a proposer discovers any ambiguity, conflict, discrepancy, omission, or error in this solicitation document, the proposer shall

immediately notify the AOC via email to the Solicitations Mailbox, identified on the cover memo of this RFP and request modification or clarification of the RFP. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by releasing an addendum to the solicitation.

- B. If a proposer fails to notify the AOC of an error in the RFP known to proposer, or an error that reasonably should have been known to proposer, prior to the date fixed for submission of proposals, proposer shall propose at its own risk. Furthermore, if proposer is awarded the agreement, proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

5. ADDENDA

- A. The AOC may modify the solicitation document prior to the due date and time for submission of proposals, as set forth in the RFP cover memo, by issuing an addendum.
- B. If any proposer determines that an addendum unnecessarily restricts its ability to propose, the proposer shall immediately notify the AOC via email to the Solicitations Mailbox, identified on the cover memo of this RFP, no later than one day following issuance of the addendum.

6. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A proposer may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the proposer. The proposer 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 coversheet of this RFP.

7. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the AOC may reject the proposal; however, AOC may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the proposer (if selected for the award of the agreement), the proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

8. RIGHTS TO REJECT OR AWARD PROPOSALS

- A. The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a proposer 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 proposers if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

- B. In addition to the right to reject any and all proposals, in whole or in part, the AOC also reserves 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 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.
- C. Proposers are specifically directed NOT to contact any AOC or Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any AOC or Court personnel or consultants may be cause for rejection of the proposer's proposal.

9. EVALUATION PROCESS

- A. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
- B. 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 proposal to be rejected.
- C. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
- D. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
- E. During the evaluation process, the AOC may require a proposer's representative to answer questions with regard to the proposer's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

10. PROTEST PROCEDURE

- A. General.

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

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B. 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 due date and time for submittal of proposals, as set forth on the RFP cover memo. The protestor shall have exhausted all administrative remedies discussed in this *Exhibit D* prior to submitting the protest. Failure to do so may be grounds for denying the protest.

C. After Notice of Intent to Award/Not to Award.

A proposer submitting a proposal may protest the AOC's intent to award based upon allegations of improprieties occurring during the proposal evaluation or selection period if it meets all of the following conditions:

- i. The proposer has submitted a proposal that it believes to be responsive to the solicitation document;
- ii. The proposer 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,
- iii. The proposer believes that the AOC has incorrectly selected another proposer submitting a proposal for an award.

Protests must be received no later than five (5) business days after the protesting party receives a notice of intent not to award.

D. Form of Protest.

A proposer who is qualified to protest should submit the protest to the individual addressed under Submission of Proposals, as set forth in the RFP cover memo, who will forward the matter to the appropriate Contracting Officer.

- i. 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 on the RFP cover memo under Submission of Proposals. If the protest is hand-delivered, a receipt must be requested.
- ii. The protest shall include the name, proposer, physical and electronic addresses, and telephone and facsimile numbers of the party protesting or their representative.
- iii. The title and number of the solicitation document under which the protest is submitted shall be identified.

- iv. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- v. 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.

E. Determination of Protest Submitted Prior to Submission of A 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 date and time for submittal of proposals, as set forth on the RFP cover memo. If required, the AOC may extend such proposal due date and time 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.

F. Determination of Protest Submitted After Submission of A Proposal.

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the proposer 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 proposer. 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.

G. 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 set forth under Submission of Proposal on the RFP cover memo, within five (5) business days of the issuance of the Contracting Officer's decision.

The justification for appeal is specifically limited to:

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- i. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- ii. 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
- iii. Decision of the Contracting Officer was in error of law or regulation.

The proposer's request for appeal shall include:

- i. Name, proposer, physical and electronic addresses, and telephone and facsimile numbers of the proposer filing the appeal or their representative;
- ii. Copy of the Contracting Officer's decision;
- iii. Legal and factual basis for the appeal; and
- iv. 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.

H. 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:

- i. Terminate the contract for convenience;
- ii. Re-solicit the requirement;
- iii. Issue a new solicitation;
- iv. Refrain from exercising options to extend the term under the contract, if applicable;
- v. Award a contract consistent with statute or regulation; or
- vi. Other such remedies as may be required to promote compliance.

11. DISPOSITION OF 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 proposer submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a proposer considers as confidential but does not meet the disclosure exemption requirements of California Rule of Court 10.500 should not be included in the proposer's proposal as it may be made available to the public.

12. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
- B. 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 proposer. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withhold may depend upon the length of the project and the payment schedule provide in the agreement between the AOC and the selected proposer.

13. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the solicitation document to a responsible proposer 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.
- B. The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.
- C. The AOC will make a reasonable effort to execute any contract based on this solicitation document within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a proposer may delay execution of a contract.
- D. A proposer submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.
- E. Upon award of the agreement, the agreement shall be signed by the proposer(s) in two original contract counterparts and returned, along with the required attachments or exhibits, to the AOC no later than ten (10) business days of receipt of agreement form or prior to end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties and approved by the appropriate AOC officials. Any work performed prior to receipt of a fully executed agreement shall be at proposer(s)' own risk.

14. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section M, Award and Execution of Agreement may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the successful proposer refuses or fails to execute the agreement, the AOC may award the agreement to the next qualified proposer(s).

15. 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 Solicitations Mailbox, set forth on the RFP cover memo.

16. NEWS RELEASES

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

END OF EXHIBIT D

EXHIBIT E SCOPE OF SERVICES

1. JUVENILE DEPENDENCY COURT GOALS

The Santa Barbara County Juvenile Dependency Court (Juvenile Court) is the division of the Court that has 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 re-abuse of children. The focus shall be on the preservation of the family as well as the safety, protection, and physical 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.

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- 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. ATTORNEY PERFORMANCE REQUIREMENTS

All attorneys are required to meet the Attorney Competency Certification laid out in Santa Barbara Superior Court Rules, Chapter 20, part 2009, 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; and
 - b. Personally visit with the child in a non-court setting prior to court hearings.
 7. Additional duties of parents' counsel:
 - a. Investigate and evaluate the parents' environment (home, relative home, shelter, etc.); and
 - b. Be alert to any special needs of the parent related to his or her ability to understand and participate in the court process, including making a determination as to whether or not a guardian ad litem is necessary.
- 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 staffing.
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;
 - vi. Immigration;
 - vii. Social security payments; and
 - viii. Medical issues.
 - c. 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.
15. Additional duties of parents' counsel:
 - a. Contact and meet with counsel for the child to determine child's wishes versus parents' interpretation of child's wishes;
 - b. Emphasize what is expected of the parent and the consequences for failing to complete the terms of the case plan;
 - c. Stress the need for the parent to communicate to counsel any questions about the case plan or problems in fulfilling its requirements; and
 - d. Respond to all communications from client (e.g., phone messages, email, etc.).

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;

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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 Individualized Education Plans 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;

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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;

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- 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.

10. Additional duties of parents' counsel:

- a. Represent parent at hearings set to determine the ability to pay for the cost of court appointed counsel.

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:

H. Prepare the child to testify:

- 1. Familiarize the child with the courtroom, court procedures, and what to expect

during direct and cross-examination;

2. Make an effort to advocate for your client (including making objections) that testifying will cause minimum harm to the child;
3. If possible, conduct the direct testimony of the child; and
4. Object to questions that are not developmentally appropriate and/or not phrased in a syntactically and linguistically appropriate manner.
5. Challenges to child's testimony/statements: If necessary, prepare expert testimony to establish competency or reliability or to rehabilitate any impeachment.

I. 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

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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.

J. 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.

3. ADDITIONAL ACTIVITIES EXPECTED OF THE PROVIDER

Systems Meetings

The Juvenile Dependency Court fosters collaboration among all agencies involved in the system. The report of the California Blue Ribbon Commission on Children in Foster Care (<http://www.courts.ca.gov/xbcr/SID-74321E78-470616EA/cc/BlueRibbonFullReport.pdf>) explicitly recommends such collaboration. In order to ensure such collaboration, the dependency attorneys or the administrator of the program for the representation of parties in dependency proceedings, or his or her designee, must participate in system meetings that are intended to improve services for children and families in Dependency Court. These meetings include, for example:

- “Brown Bag” dependency stakeholder meetings convened by the court;
- Court-sponsored educational forums; and

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- Any special meeting called by the Presiding Juvenile Court Judge.

Additional meetings may be established, as changes in the law require.

Dependency Drug Court

Attorneys are expected to attend Family Treatment Drug Court (FTDC) with their clients.

4. SANTA BARBARA COUNTY COURT FACILITIES AND CALENDARING SYSTEM

The Superior Court hears juvenile dependency cases in Santa Maria (North County) and Santa Barbara (South County). All office space, except for client interview rooms at the Court, will be the responsibility of the contractor. Following is a description of the court's calendaring system:

SANTA MARIA:

Monday

- 8:30 a.m. Adult in custody dependency
- 11:00 a.m. Non-contested dependency hearings
- 1:30 p.m. Contested dependency hearings

Thursday

- 8:30 a.m. Adult in custody dependency
- 9:30 a.m. Dependency Trial Confirmation
- 11:00 a.m. Non-contested dependency hearings
- 1:30 a.m. Contested dependency hearings

Contested dependency matters may be set on other days, as required.

SANTA BARBARA:

Wednesday

- 9:00 a.m. Non-contested dependency hearings

Contested hearings are set at 9:00 a.m. on Monday or Tuesday, or as otherwise scheduled.

5. DRAFT PROGRAM GOALS

A key goal of the DRAFT Program is to improve outcomes for children and families in the dependency system. The tables below show the most recent available data for Santa Barbara County, as compared with the rest of the state, for the measures that have been adopted by the DRAFT Program for evaluation purposes, having been identified by DRAFT attorneys as outcomes impacted by their work.

Santa Barbara Outcomes Measures²

Kin Placements³

	July 2010	
	Dependent Children in Care	% with Kin
Santa Barbara	539	35.8%
California w/o Santa Barbara	50,336	36.0%

Siblings Placed Together⁴

	July 2010	
	Kin	Non-Kin
Santa Barbara	83.9%	61.0%
California w/o Santa Barbara	82.2%	68.3%

Reunification w/in 12 months⁵

	July 2008 – June 2009	
	Kin	Non-Kin
Santa Barbara	26.4%	21.4%
California w/o Santa Barbara	44.1%	44.8%

Reunification w/in 24 months⁶

	July 2007 – June 2008	
	Kin	Non-Kin
Santa Barbara	60.0%	36.1%
California w/o Santa Barbara	69.2%	56.6%

Reentry w/in 12 months

	July 2008 – June 2009	
	Kin	Non-Kin
Santa Barbara	10.0%	14.0%
California w/o Santa Barbara	8.8%	14.1%

Guardianship w/in 24 months

	July 2007 – June 2008	
	Kin	Non-Kin
Santa Barbara	2.9%	0%
California w/o Santa Barbara	7.9%	1.3%

6. BACKGROUND ON CURRENT REPRESENTATION OF PARTIES

Parties are currently represented by private counsel through contracts with the AOC.

² Source: Needell, B., Webster, D., Armijo, M., Lee, S., Dawson, W., Magruder, J., Exel, M., Glasser, T., Williams, D., Zimmerman, K., Simon, V., Putnam-Hornstein, E., Frerer, K., Cuccaro-Alamin, S., Winn, A., Lou, C., & Peng, C. (2010). Child Welfare Services Reports for California. Retrieved from University of California at Berkeley Center for Social Services Research website. URL: http://cssr.berkeley.edu/ucb_childwelfare.

³ The percent of children in foster care who are in kin placements at the specified point in time.

⁴ Of children in foster care at the specified point in time who had siblings that were also in foster care, the percent that were placed with either some or all of their siblings. Data is analyzed separately for children in kin and non-kin foster care placements.

⁵ Of children who entered foster care during a specified 12-month period, the percent that were reunified within 12 months of entry into care. Data is analyzed separately for children in kin and non-kin foster care placements.

⁶ Of children who entered foster care during a specified 12-month period, the percent that were reunified within 24 months of entry into care. Data is analyzed separately for children in kin and non-kin foster care placements.

7. SCOPE OF PROPOSAL AND OBJECTIVES OF THE REQUEST FOR PROPOSAL

Effective January 1, 2012, it is the intent of the Court to transfer all dependency cases to the new provider(s), if new provider(s) are selected as the result of this RFP process. Newly selected provider(s) should be prepared to accept all dependency cases whether new or ongoing as of January 1, 2012. However, the Court reserves the right to delay transitioning exceptional cases to the new providers and may determine that in certain specified cases the currently appointed attorneys will not be immediately released from continuing representation if the Court determines, in its sound discretion, that transfer would jeopardize competent representation.

8. CONFLICTS

Proposers should refer to the following guidelines for handling conflict cases:

Separate units, offices or divisions within any proposed organizational structure should have ethical walls that guard against the inappropriate disclosure or sharing of confidential client communications and information or case materials or files in relation to cases in conflict with each other. To that end, the organization should consider adopting procedures that provide for the following safeguards:

- Separate clerical staff and investigators among the units, offices or divisions of the organization;
- Telephone, facsimile, photocopier and computer systems and support that ensure the separateness of confidential client information and case specific information for any cases in conflict represented by the separate units, offices or divisions of the organization;
- Separate case files;
- Internal procedures and protocols that ensure that all confidential case information relating to conflict cases assigned to given units, offices or divisions of the organization are maintained by and shared within only that part of the organization and remain separate from the case files and confidential case information of cases in conflict represented by other units, offices or divisions of the organization;
- At least one supervising attorney for each unit, office or division of the organization to ensure separate supervision of the day to day representation and case-related decision making in regard to conflict cases and conflict clients assigned to that unit, office or division of the organization. That supervisor will also be responsible for making recommendations to the organizational head in regard to termination or discipline of attorneys and staff in that unit, office or division of the organization.
- No attorney shall have access to the case files or confidential client information relating to any clients in conflict with those of the unit, office or division in which that attorney works.

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The separate units, offices or divisions within the organization may share:

- Funding source(s);
- An administrative unit with responsibility for budgeting, personnel, payroll, procurement of office supplies and equipment, office maintenance, and ensuring that all groups are of comparable quality (with no access to confidential information and no role in handling cases);
- Executive leadership responsible for: hiring, training standards, other general policies (that are not case specific) in regard to the operation, function and management of the organization, crafting the organization's policies on systemic issues and reforms, and accountability to the court and AOC for the organization's fulfillment of its contractual obligation;
- A law library;
- Form and brief banks; and
- Supply room.

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9. CASELOADS

The caseload assumptions to be made by a proposer in preparing a proposal should be based on the statistical information in Tables 1, 2 and 3, below:

Table 1 - Representation in Dependency Matters⁷

Parents	Amount
North County	484
South County	118
Total Parents	602
Children	
North County	609
South County	148
Total Children	757
Total Clients	1,359

Table 2 – Out of County Placements⁸

County	Percent of Santa Barbara Children Placed in County
Ventura	7.6%
San Luis Obispo	7.4%
Los Angeles	0.8%
Kern	0.6%
Riverside	0.6%
Monterey	0.5%
Sacramento	0.5%
Santa Clara	0.5%
Fresno, Imperial, Orange, San Diego, Alameda, Glenn, Kings, San Bernardino, San Francisco	<0.5% per county

⁷ Source: Santa Barbara court case representation report July 2010.

⁸ Source: Needell, B., Webster, D., Armijo, M., Lee, S., Dawson, W., Magruder, J., Exel, M., Glasser, T., Williams, D., Zimmerman, K., Simon, V., Putnam-Hornstein, E., Frerer, K., Cuccaro-Alamin, S., Winn, A., Lou, C., & Peng, C. (2010). Child Welfare Services Reports for California.

Table 3: Juvenile Dependency Statistics⁹

Fiscal Year:	2006-2007	2007-2008	2008-2009	2009-2010
A. No. of Juveniles Subject of Dependency Petitions:				
Original	262	268	326	241
Subsequent	2	3	2	0
Total Filings	264	271	328	241
B. Juvenile Cases Disposed of:				
1. Before Hearing				
Original	3	4	7	1
Subsequent	0	0	0	0
Total	3	4	7	1
2. After Hearing				
a. Uncontested				
Original	162	164	188	169
Subsequent	2	0	0	0
Total	164	164	188	169
b. Contested				
Original	134	97	140	88
Subsequent	0	3	1	2
Total	134	100	141	90
3. Disposition Total				
Original	296	261	328	257
Subsequent	2	3	1	2
Total Dispositions	298	364	329	259
C. Other Data				
1. Detention/First Appearance Hearings	285	277	372	258
2. Periodic Reviews	1,656	1,345	1,231	1,368

⁹ Source: Judicial Branch Statistical Information System.

10. REPORTING AND BILLING REQUIREMENTS

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

1. No Later than December 1, 2011. 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.
4. Monthly Staffing Reports. Contractor shall provide staffing information on a monthly basis in a manner prescribed by the state. Staffing reports will include the following:
 - a. Number of filled and unfilled positions;
 - b. Name and FTE status of each person employed in these positions; and
 - c. Salary and benefit information for identified position..
5. Annual Financial Reports. Contractor shall provide annual financial information, by

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completing and submitting the Income and Expenditures Report, which will be provided by the Project Manager, no later than forty-five (45) days after the end of the State's fiscal year. An audited financial statement may be provided in lieu of this report.

6. JCATS Case Calendaring. The service provider will be required to use the JCATS calendaring function to track court hearings, in order to facilitate the juvenile dependency court performance measures contained in California Rule of Court 5.505. The purpose of the performance measures is to help courts assess compliance with mandated hearing time frames; ensure children's placement in safe and permanent homes; promote child and family well-being; and provide fair and timely treatment for all court participants.

Monthly and quarterly reporting must be completed in JCATS, a web-based case management program. A JCATS screen shot is provided in Appendix B.

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 AOC. Failure to accurately complete information required on the billing form will result in rejection of invoices and non-payment for services.

11. JUVENILE DEPENDENCY COUNSEL COLLECTIONS

Pursuant to AB 131, the State and the Court have established a Juvenile Dependency Counsel Collections Program. Contractor must agree to participate in collections efforts at no additional cost; participation includes but is not limited to the distribution of financial declaration forms to clients upon initial appointment and representation of parent clients at hearings set to determine the ability to pay for the cost of court appointed counsel.

END OF EXHIBIT E