



Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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Chief Justice of California
Chair of the Judicial Council

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Chief Deputy Director

CHRISTINE M. HANSEN
Director, Finance Division

TO: POTENTIAL BIDDERS

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

DATE: May 2, 2005

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS
Proposals to provide representation to conflict parents and conflict children in juvenile dependency proceedings in the Superior Court of California, County of Marin.

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals ("RFP"):
Project Title: Representation in Juvenile Dependency Court Proceedings,
Superior Court of California, County of Marin
RFP Number: CFCC 05-02

PROPOSAL DUE DATE: Proposals must be received by 1 p.m. PST on June 10, 2005

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

BIDDERS CONFERENCE: May 13, 2005

CONTACT FOR FURTHER INFORMATION: **NAME:** Leah Wilson **TEL:** 415-865-7977 **FAX:** 415-865-7217 **E-MAIL:** leah.wilson@jud.ca.gov

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1.0 GENERAL INFORMATION

1.1 Background

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

1.2 Center for Families, Children and the Courts

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

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

1.3 Key Events and Dates

The AOC has developed the following list of key events from Request-for-Proposal (RFP) issuance through contract start date. All deadlines are subject to change at the AOC's discretion.

Event	Date
Issue RFP	April 25, 2005
Pre-Proposal Bidders' Conference, Marin County Civic Center, Hall of Justice, Room 116, 3501 Civic Center Drive, San Rafael, CA 94903	May 13, 2005 at 1:30 PM
Questions and Answers from Bidder's Conference Posted at: www.courtinfo.ca.gov/reference/rfp/	By May 20, 2005 at 5:00 PM
Proposal Due Date and Time	June 10, 2005
Notice of Award (estimated)	July 1, 2005
Contractor to begin service	August 1, 2005

2.0 PURPOSE OF THIS RFP

The Superior Court of California, County of Marin (Court) and the AOC seek to identify and retain a qualified service provider to provide high quality, cost-effective representation to conflict parents, guardians and de facto parents (conflict parents) and conflict children in juvenile dependency proceedings. The purpose of this Request for Proposals (RFP) is to provide the AOC and the Court the information needed to select the most qualified and cost-effective provider of juvenile dependency representation when such representation cannot be provided by the Public Defender, Legal Aid of Marin or the Family and Children's Law Center (Principal Providers), by reason of legal conflict of interest. The AOC and the Court seek to award a contract to one organization responsible for providing representation at all levels of conflict occurring when the Principal Providers are unable to represent a particular party.

Proposals will be considered from the following juvenile dependency provider types:

- Joint venture or partnership, where contracting entity will provide direct representation to parties in juvenile dependency proceedings (Direct Representation); and
- Administered panel, where contracting entity will not directly provide representation (Panel Representation).

The AOC intends to award contract(s) for the period from August 1, 2005 through June 30, 2007, with an option to renew on an annual basis thereafter.

3.0 SCOPE OF SERVICES (See Attachment D for Scope of Services)

4.0 SPECIFICS OF A RESPONSIVE PROPOSAL

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

The applicant must provide ten (10) copies of the proposal to the AOC. Each copy must be signed by an authorized representative of the service provider, including name, title, address, and telephone number of one individual who is the responder's designated representative. Proposals shall be valid for 90 calendar days following the proposal's due date ("Proposal Validity End Date"). In the event a final contract has not been awarded by the Proposal Validity End Date, the AOC reserves the right to negotiate extensions to the validity period.

Proposals should be sent or delivered to the following address:

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

Proposals must be received no later than the Proposal Due Date and Time specified in Section 1.3. Only written responses will be accepted. Applicants are encouraged to submit their proposal by certified or registered mail or deliver in person in order to ensure receipt by the AOC by the specified deadline. A receipt should be requested for hand-delivered mail.

In addition to the ten hard copies mentioned above, applicants must also remit an electronic version of the complete proposal, including the completed Budget Template, Appendix B, in Excel format. The electronic version of the proposal must be sent via email to nadine.mcfadden@jud.ca.gov by the proposal Due Date and Time specified in section 1.3.

Proposal Format

The proposal must be organized in the following format:

- 4.1 Title Page
- 4.2 Letter of Introduction
- 4.3 Description of Services to be Provided
- 4.4 Competency and Experience Requirements (Including Resumes of Key Staff)
- 4.5 References
- 4.6 Cost Proposal and Budget
- 4.7 Acceptance of Proposal Conditions
- 4.8 Financial Statement and Contract
- 4.9 Proposed Contract Terms and Administrative Rules
- 4.10 Specified Exceptions to RFP Terms
- 4.11 Additional Information

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

4.1 Title Page

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

4.2 Letter of Introduction

Within a one-page limit, the following must be included: applicant's name, address, email address, telephone, fax, social security number or federal tax identification number, a statement as to whether the applicant is an individual, partnership, corporation, or public agency, and whether the applicant will provide Direct

Representation or Panel Representation. If the response to the RFP is a joint venture or involves subcontracting, this must be so stated in the Letter of Introduction. The letter of introduction must name the person or persons who will be authorized to make representations for the applicant, their mailing and email address, telephone and fax numbers.

4.2.1 Signatures

Proposal must be signed by a duly authorized representative.

- If the proposal is made by a sole owner, it must be signed by the sole owner.
- 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.
- 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.

4.3 Description of Services to be Provided

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

A. Services

Provide a general description of the services to be provided to meet the Scope of Services' requirements as described in Attachment D, Sections II, III and IV.

B. Organization and Staffing Plan

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

- An indication as to whether the administering organization will provide Direct Representation or Panel Representation;

- Number and FTE status¹ of attorneys included in the proposal, including staff and/or contract attorneys; and
- Number, type and FTE status of non-attorney staffing, if applicable, including staff and/or contract staffing.

C. Courtroom Coverage

Applicants must submit proposals to represent parties in the current arrangement of all dependency departments, as described in Attachment D, Scope of Services to be Provided by the Service Provider, Section IV.

D. Supervision

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

E. Conflicts

The purpose of this RFP is to identify a single entity capable of handling all levels of conflict representation needed when the Principal Providers are unable to represent clients due to a conflict of interest. Proposals must describe in detail a plan for administering and/or overseeing attorneys handling multiple levels of conflicts representation. For proposals that reflect Direct Representation, applicant must describe how such supervision will be provided to so as to avoid ethical conflicts.

E. Facilities

Applicants must identify the proposed locations of office and client interview facilities. If the proposed office location is outside of Marin County, applicant must, at a minimum, provide a client interview location in Marin County that is accessible to clients, and must provide local telephone and fax numbers for client contact.

G. Reporting and Billing Requirements

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

Sample AOC Invoice Documentation Forms are provided in Appendix A.

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

A. Competency and Continuing Education

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

The applicant must describe how dependency counsel competency and continuing education requirements will be met, as provided in Marin County Rule, Juvenile 4.3, of the Court's Local Rules. This section of the proposal must address how the applicant intends to train and qualify new attorneys to handle cases. The applicant should also describe their plan for continuing education, as described in Marin County Rule, Juvenile 4.4 B. The Marin Superior Court Local Rules may be found at <http://www.co.marin.ca.us/depts/MC/main/PDFs-localrules/4Juvenile.pdf>.

The applicant must describe how the competency and experience requirements of the Court will be met by all attorneys subcontracted to provide dependency representation services.

B. Resumes

Resumes must be included in this section for key staff (including all supervisory level staff) that describe their background and experience in conducting the proposed activities. Resumes for key attorney staff and subcontractors must demonstrate training and experience necessary to comply with Marin County Rule, Juvenile 4.4 and California Rule of Court (CRC) 1438. The Marin Superior Court Local Rules may be found at <http://www.co.marin.ca.us/depts/MC/main/PDFs-localrules/4Juvenile.pdf>. CRC 1438 may be found at <http://www.courtinfo.ca.gov/rules/titlefive/titlefive.pdf>.

4.5 References

Contact person and organization names, addresses, and telephone numbers must be provided from a minimum of five (5) references for whom the applicant has conducted similar services. Dates that services were provided must also be included. References may include 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 listed by the applicant. If the applicant is proposing to subcontract with one or more organizations to provide dependency representation, at least one reference must be submitted for each subcontractor.

4.6 Cost Proposal and Budget

A. Cost Proposal and Detailed Program Budget

The total cost for services for the period August 1, 2005 – June 30, 2006 will not exceed \$58,600 inclusive of all personnel, contract attorney and non-attorney professionals, materials, computer support, travel, lodging, per diem, and overhead rates. The following costs will not be included in the contract for services, and should not be reflected in proposals: expert witnesses, psychological and psychiatric evaluations, and other extraordinary costs (e.g., out-of-state travel to visit child

clients). Prior approval from the Court will be required for such services; related bills will be paid by Contractor and reimbursed by the AOC pursuant to Contractor invoice. The method of payment will be by invoice.

Applicants must include a statement in this section of the proposal that their cost proposal is being submitted with the clear understanding that it is final and shall not be exceeded.

The AOC agrees to re-negotiate the contract in the event the state legislature changes dependency statutes or trial court decisions are made that significantly impact workload requirements. The AOC and the Court will jointly determine whether it is appropriate to re-negotiate an existing contract because of increased or decreased workload requirements.

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

A Budget Template is provided in Appendix B for completion by the applicant. The completed Budget Template should reflect Applicant's proposed allocation of the proposed contract award among the following line items:

- Personnel
- Benefits
- Additional Professional Services (e.g., contract attorneys, contract non-attorney professionals, interpreters, investigators, social workers, etc.)
- Travel
- Training
- Insurance: These costs must reflect coverage levels as outlined in Attachment A, #7. Deductible amounts must be provided in the budget narrative. If the applicant wishes to propose different types and/or levels of coverage from those identified in Attachment A, #7, applicant should refer to section 4.6 C for details regarding the information that must be provided as part of an alternative insurance coverage proposal.
- Rent
- Overhead

All applicants are required to complete parts B and C of the Budget Template provided in Appendix B. Applicants whose proposals include staff must also complete part A of the Budget Template. The completed Budget Template for fiscal year 2005-2006 should reflect contract costs not to exceed \$58,600; the fiscal year

2006-2007 proposal may reflect proposed line-item increases in line with a standard cost-of-living adjustment.

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

B. Budget Justification Narrative

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

C. Multiple Cost Proposals

Applicants may submit multiple cost proposals in this section reflecting varying types and levels of insurance coverage from those listed in Attachment A, #7, as follows:

- Proposals reflecting coverage levels specified in Attachment A, #7; and
- Proposals reflecting current coverage levels.

4.7 Acceptance of Proposal Conditions

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

1. The AOC and the Court may require whatever supporting documentation they deem necessary relative to the applicant's financial ability to complete the contract.
2. The AOC and the Court reserve the right to ask for further information from the applicant, either in writing or verbally; any such requests will be addressed to that person or persons authorized by the applicant to represent the applicant.
3. The AOC and the Court reserve the sole right to evaluate the applicant's personnel identified in the proposal.
4. The AOC and the Court may select an applicant from those submitting proposals. Said selection shall be made on the basis of the evaluation criteria set forth in this RFP. The AOC has no obligation to disclose the names of the evaluation panel members. The AOC and the Court reserve the right to reject any and all proposals.
5. When the applicant has been selected by the evaluation panel, the AOC and the applicant, in consultation with the Court, will negotiate a final contract based on the Contract Terms and Conditions in Attachment A.
6. The AOC and the Court may cancel this solicitation at any time up until the award of the contract, without any cost or obligation. In the event that agreement cannot be reached with the selected applicant, the AOC and the Court reserve the right to select an alternate applicant.

7. Conditions to be accepted if any work is subcontracted:
 - a. The applicant is the prime and responsible party for contracting and communicating the work to be performed and for channeling other information between the AOC and subcontractors;
 - b. All subcontractors are subject to the AOC and the Court's prior approval; and
 - c. Applicant shall ensure that any subcontractors are bound by the terms of the contract that results from this RFP.
8. The applicant assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by its own organization or is subcontracted to another.

4.8 Financial Statement and Contract

The proposal must include a statement that the applicant is financially capable of supporting the operation for 75 days prior to the first payment. The statement must describe how this will be accomplished. After receipt of a proper invoice, first payment for services will be forwarded to the successful vendor via U.S. mail, within 45 days after the first 30 days of service. Thereafter, the applicant may bill on a monthly basis; the AOC will pay valid invoices within 60 days of receipt.

4.9 Proposed Contract Terms and Administrative Rules

Contracts with successful parties will be signed by the parties on a State of California Standard Agreement form and will be based on the AOC's Contract Terms and Conditions included as Attachment A, Payment Terms included as Attachment B and the Scope of Services included as Attachment D. Additional terms and conditions appropriate for this project may be included in the final agreement.

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

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

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

4.10 Specified Exceptions to RFP terms

Within their quotations, applicants must identify any section of this RFP not already noted in Section 4.9 above to which they take exception. Applicants must identify the specific section, paragraph and reason for the exception. If the applicant does not expressly take exception in its proposal, the applicant will be deemed to have indicated his/her agreement.

If a vendor submitting a proposal believes that one or more of the solicitation document's requirements are onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the solicitation document be changed. Refer to Attachment C, Section C.2 for timelines and procedures.

4.11 Additional Information

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

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

5.0 RIGHTS

The AOC and the Court reserve the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC, the Court or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record subject to disclosure under the California Public Records Act. References to the Public Records Act are provided for convenience only and shall not imply that the Public Records Act applies to the AOC or the Court.

6.0 PROJECT MANAGEMENT

The Project Manager for this RFP process is:

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

All questions regarding any aspect of this RFP must be directed to the AOC's Project Manager using the mailing or email address provided above, and not to the Court.

7.0 EVALUATION OF PROPOSALS

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

1. Plan to provide comprehensive, high quality and timely services to the Court, including:
 - a) Structure that demonstrates the capacity to provide the required services: representation of clients at multiple levels of conflict;
 - b) Adequate oversight of the quality of services provided by the applicant under this proposal; and
 - c) Plan to supervise and assist staff providing dependency representation.
2. Related experience, background and professional qualifications of the personnel who are responsible for providing dependency counsel services and program administration.
3. Reasonableness of cost proposal, including administrative costs and proposed attorney compensation.
4. A complete and timely response to follow-up questions from the AOC regarding the proposal, if applicable.

8.0 ADDITIONAL REQUIREMENTS

All interested applicants should send a representative to the pre-proposal bidders' conference. After proposal submission, it may be necessary to interview prospective service providers to clarify aspects of their submittal. The AOC will notify prospective service providers regarding the interview arrangements.

9.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

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

ATTACHMENT A TERMS AND CONDITIONS

A.1. DEFINITIONS

Wherever capitalized in this Agreement, the following words shall have the following meanings:

“**Amendment**” means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (1) a change in the Services; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.

“**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

“**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement**.”

“**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.

“**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.

“**Court**” means the Superior Court of California, County of Marin.

“**Data**” has the meaning set forth in paragraph A.12.

“**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:

- Acts of God or the public enemy;

- Acts or omissions of any government entity;
- Fire or other casualty for which a party is not responsible;
- Quarantine or epidemic;
- Strike or defensive lockout; and,
- Unusually severe weather conditions.

“**Services**” means the services to be performed by the Contractor pursuant to this Agreement, as set forth in Exhibit D.

“**State**” as used in this Agreement means the Judicial Council of California, Administrative Office of the Courts (which may also be referred to as the “**AOC**”).

“**State Standard Agreement**” means the form used by the State to enter into agreements with other parties.

“**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.

“**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.

A.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.

A.3. Quality of Services

Contractor agrees that each of its employees, Subcontractors, and agents assigned to perform any Services under this Agreement shall have the skills, training, and background reasonably commensurate with his or her responsibilities, so as to be able to perform in a competent and

professional manner. Contractor further agrees that the Services provided shall be performed in good faith and in a competent and timely manner consistent with professional standards for such work, will conform to the requirements of this Agreement, and will not infringe upon the rights of third parties. In addition, Contractor shall, and shall cause its employees, agents and Subcontractors to:

(a) Provide quality representation for its clients, and comply with the provisions of California Welfare and Institutions Code Section 317 and California Rule of Court 1438.

(b) Provide competent attorneys to render the Services. Contractor's attorneys shall participate regularly in continuing legal education activities respecting juvenile dependency issues, and shall demonstrate adequate skills, knowledge and comprehension of the statutory scheme, purposes and goals of dependency proceedings, the specific statutes, rules of court and cases relevant to such proceedings, and the applicable procedures for filing petitions for extraordinary writs and other documents.

(c) Not restrict its attorneys' ability to serve on countywide committees, or their ability to participate in or lead public training seminars or conferences, provided such activities are consistent with the attorneys' obligations as professionals and the performance of the Services.

(d) Adhere to the State Bar Act and the California Rules of Professional Conduct relative to the provision of the Services.

A.4. State's Quality Assurance Plan

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

A.5. Subcontracting

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

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

A.6. Indemnification

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

A.7. Insurance

(a) Insurance Required. Without limiting Contractor's indemnification obligations, Contractor shall secure and maintain in force throughout the term of this Agreement the following types of insurance with limits as shown. Each policy, other than the Professional Liability policy, shall be written on an "occurrence" form. The Professional Liability policy may be written on a "claims made" form.

- (i) **Workers' Compensation**—A program of Workers' Compensation Insurance in an amount and form sufficient to meet all applicable requirements of the California Labor Code, including Employer's Liability with at least \$1,000,000 per accident. This coverage shall not be required when Contractor has no employees.
- (ii) **Commercial General Liability Insurance**—Coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions. The policy shall provide limits of at least \$1,000,000 per occurrence, combined single limit bodily injury and property damage.

- (iii) Commercial or Business Automobile Liability Insurance (or Personal Automobile Insurance if Contractor is an individual with no transportation or hauling responsibilities under this Agreement)—Covering bodily injury and property damage and applicable to all owned, non-owned, leased, and hired vehicles. The policy shall provide combined single limits of at least \$1,000,000 per occurrence.
- (iv) Professional Liability Insurance—Covering malpractice in the performance of Services under this Agreement. The policy shall provide limits of at least \$1,000,000 annual aggregate. If the policy is written on a “claims made” form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the termination and acceptance of all work provided under this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date that activities commence pursuant to this Agreement.

(b) Additional Insured Endorsements. All policies required in subsection (a) above with the exception of Workers’ Compensation, Personal Automobile Liability, and Professional Liability must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of Services under this Agreement: The State, the Court, its judges, its subordinate judicial officers, its court executive officers, its court administrators, and any and all of their other officers, officials, agents, representatives, contractors, volunteers or employees.

(c) Required Policy Provisions. Each policy required in subsection (a) above must provide that:

- (i) The policy is primary and non-contributory with any insurance or self-insurance programs carried or administered by the State.
- (ii) The policy shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer’s liability.
- (iii) The State will receive fifteen (15) days’ advance written notice of any reduction in coverage or other change, nonrenewal, or cancellation, mailed to the address provided for notices in paragraph A.18.j.

(d) No Reduction or Limit of Contractor’s Obligation. Insurance effected or procured by Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the State. Acceptance of Contractor’s insurance by the State shall not relieve or decrease the liability of Contractor hereunder.

(e) Evidence of Coverage. Before commencing any work under this Agreement, Contractor must furnish to the State certificates of insurance and applicable endorsements, in

form and with insurers satisfactory to the State, evidencing that all required insurance coverage is in effect. The State reserves the right to require Contractor to provide complete, certified copies of all required insurance policies.

(f) Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Business Services Manager of the State by telephone. Contractor shall promptly submit a written report, in such form as may be required by the State, of all accidents which occur in connection with this Agreement. The report must include at least the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's Subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; (4) a description of the circumstances surrounding the accident, whether any of the State's equipment, materials or staff were involved and the extent of damage to State and/or other property; and (5) a description of what effect, if any, the accident will have upon Contractor's ability to perform the Services.

A.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.

A.9. Termination for Non-Appropriation of Funds

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

A.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 30 days' prior written notice of termination. The notice shall specify the date on which termination shall become effective.

A.11. Actions of Contractor Upon Termination.

Immediately upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by the State and to minimize the liability of Contractor and the State to third parties as a result of termination. All such actions shall be subject to the prior approval of the State, at the State's sole discretion, and shall be in accordance with the attorneys' obligations to their clients.

(a) Withdrawal and Tail Representation. Contractor will continue to represent existing clients until Contractor withdraws as counsel of record (or substitutes counsel) without prejudice to the interests of Contractor's clients and without violating any law, rule or regulation.

(b) Release from Performance of Services. Contractor will be released from performing Services to the extent Contractor effectively withdraws as counsel of record (or substitutes counsel) in accordance with paragraph A.11.a above. If Contractor cannot withdraw

from all existing matters, Contractor will give the State notice at least 15 days before the Termination Date. The notice must describe the affected matters and the basis for Contractor's assertions, and the Contractor and the State will then confer in good faith. If the State agrees with Contractor's assertions or Contractor is forbidden by law from withdrawing from all matters, then:

- (i) Contractor's duties under this Agreement will continue after the Termination Date solely with respect to the affected matters;
- (ii) Compensation following the Termination Date will be at a blended hourly rate of \$90, which fee includes compensation for general administrative, clerical and overhead costs;
- (iii) In addition, the State will reimburse the Contractor for any direct, reasonable, actual expenditures for long distance telephone and, if contained in a court order, third-party experts;
- (iv) Contractor will modify Contractor's monthly workload reports so they are sufficient to support compensation and any reimbursement claims.

A.12. Effect of Termination

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

(a) Payment Upon Termination. The State shall pay for Contractor's Services satisfactorily performed through the effective date of termination; provided, however, that in no event shall Contractor's total compensation pursuant to this Agreement exceed the Contract Amount.

(b) Offset and Deduction. The State may deduct from any payment upon termination:

- (i) All payments previously made by the State for Services covered by Contractor's final invoice.
- (ii) The amount of any claim that the State may have against Contractor in connection with this Agreement.
- (iii) In instances in which the State reasonably determines that the cost of any Services is excessive due to costs incurred to remedy rejected Services, the State will pay the difference between the invoiced amount and the State's reasonable estimate of the reasonable cost of replacing performance of the invoiced Services in compliance with the requirements of this Agreement.

A.13. Ownership of Data

Everything created, developed or produced in the course of Contractor's direct or indirect performance of the Services, including, without limitation, any reports, records, files, documents,

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

A.14. Proprietary or Confidential Information of State

Contractor understands and agrees that, in the performance of the Services under this Agreement or in contemplation thereof, Contractor may have access to private or Confidential Information that may be owned or controlled by, or entrusted to, the State, the Court, their personnel or constituents and that the disclosure of such information to third parties may be damaging to the State or the Court. Contractor agrees that all information disclosed to Contractor in connection with this Agreement shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as Contractor uses to protect its own proprietary information and in any case no less than a reasonably prudent person or entity would use to protect its own proprietary data. Notwithstanding the foregoing, Contractor may disclose the Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it or as appropriate to respond to any summons or subpoena applicable to it; provided, however, that Contractor has given reasonable prior notice of its intention to disclose in order to give the State or the Court an opportunity to seek a protective order.

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

A.15. 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 3 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.

A.16. Accounting System Requirements

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

A.17. Certifications, Representations and Warranties

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

- (a) Nondiscrimination/No Harassment Provisions and Compliance.
 - (i) Nondiscrimination. During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, ancestry, physical or mental disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), medical condition, marital status, age (over 40), sex, sexual orientation, gender identity, or domestic partner status. Contractor and its Subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - (ii) No Harassment. During the performance of this Agreement, Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its Subcontractors interact in the performance of this Agreement. Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
 - (iii) FEHA. Contractor shall comply with all applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
 - (iv) Compliance with Americans with Disabilities Act. Contractor shall provide the Services specified in this Agreement in a manner that complies with the Americans with Disabilities Act, 42 United States Code Section 012101 et seq. and applicable regulations and guidelines in accordance therewith (the “ADA”), and any and all other applicable

federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of Services, benefits or activities provided under this Agreement.

- (v) Notice to Labor Organizations. Contractor and its Subcontractors shall give written notice of their obligations under this clause to any labor organizations with which they have a collective bargaining or other agreement.
 - (vi) Compliance. Contractor shall include the nondiscrimination and compliance provisions of this paragraph in any and all subcontracts issued to perform Services under the Agreement.
- (b) Conflict of Interest.
- (i) The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of: (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
 - (ii) The Contractor certifies and shall require any Subcontractor to certify as follows:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part in the decision-making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her separation from State service.
 - (iii) The Contractor may withdraw from representation of the State in a specific matter, or from the representation of any person represented on behalf of the State under the Agreement, in any county where it is held that the Contractor's representation of the State, or any person represented on behalf of the State, constitutes a conflict of interest which would prevent the Contractor from appearing in the courts of such county on any matter.

(c) Drug-Free Workplace. Contractor will provide a drug-free workplace as required by California Government Code Sections 8355 through 8357.

(d) National Labor Relations Board. No more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of the National Labor Relations Board.

(e) Licenses and Permits. Contractor and any Subcontractors providing Services under this Agreement have, and will maintain in full force and effect throughout the term of this Agreement, all licenses, permits, and qualifications legally required to provide the Services.

(f) Covenant Against Gratuities. No gratuities, in the form of gifts, entertainment, or otherwise, were or will be offered by Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State or the Court with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement.

(g) Signature Authority. All parties who sign this Agreement on behalf of Contractor are duly authorized to do so.

A.18. 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) Limitation on Publication. Contractor shall not publish or submit for publication any article, press release, or other writing relating to Contractor's Services for the State without prior review and written consent of the State, the granting of which consent shall be in the State's sole discretion.

(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

with copy to:

Superior Court of California, County of Marin
3501 Civic Center Drive, Room 116
San Rafael, CA 94903
Attn: Terrence R. Boren, Presiding Judge

To Contractor:

Attn: _____

(k) Amendments. This Agreement may not be modified or amended, except by written instrument executed and approved by all parties in the same manner as this Agreement. Amendments to any component of the Agreement can be made only with prior written approval from the AOC's Business Services Manager. Requests for Amendments shall be submitted in writing and shall be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the AOC Business Services Manager reviews the request for an Amendment, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

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

END OF EXHIBIT A

ATTACHMENT B

Payment Terms

B.1 Compensation

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

Fiscal Year	Annual Amount
2005-06	\$_____
2006-07	\$_____

Payment for the fiscal year 2005-2006 portion of the contract shall be made in eleven (11) equal monthly payments in the manner set forth in paragraph B.3. below. Payment for each subsequent year shall be made in twelve (12) equal monthly payments in the manner set forth in paragraph B.2 below. Compensation as set forth above shall be the only payment made by the State or the Court pursuant to this Agreement except as set forth in B.2 below. Except as set forth in B.2 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.

B.2 Compensation for Extraordinary Expenses

The State will reimburse contractor for certain expenses mutually agreed upon as extraordinary expenses, including but not limited to: out-of-state travel and court-ordered professional services.

B.3 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 under this Agreement (“Invoices”) for approval by the State to:

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

(b) All Invoices must include a reference to this Agreement, the dates and times Contractor performed the Services during the month, a brief description of the Services performed in a format acceptable to the State, Contractor’s Federal Tax Payer Identification Number, Contractor’s name, address and remittance address (if different), and such other information as the State may require.

(c) The State shall make payments to Contractor within sixty (60) days after receipt and approval by the State of the Invoices from Contractor. The State will not be in breach of this Agreement for failure to pay Contractor's Invoices on time unless (i) the State has received a reasonably detailed written notice of late payment from Contractor and (ii) the State has not made the delinquent payment(s) within thirty days of the State's receipt of such notice.

(d) In no event shall the State be liable for interest or late charges for any late payments.

(e) Contractor is responsible for paying, when due, all applicable income taxes, including estimated taxes, incurred as a result of the compensation paid by the State to Contractor for the Services. The State may offset any taxes paid by the State as a result of Contractor's breach of this provision against any sums owed to Contractor pursuant to the Agreement or otherwise. The State is exempt from federal excise taxes, and no payment will be made by the State for any taxes levied on Contractor's or any Subcontractor's employees' wages. The State will pay any applicable State of California or local sales or use taxes on the services rendered pursuant to this Agreement.

B.4 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.

B.5 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.

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

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 90 calendar days following the deadline for its submission.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions that prescribe the format and content of proposals.

B. Errors in Solicitation Document

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

C. Questions Regarding Solicitation Document

1. If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing (by mail, fax or email), conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2. If a vendor submitting a proposal believes that one or more of the solicitation document's requirements are onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request (by mail, fax or email) that the solicitation document be changed. The request must set forth the recommended change and vendor's reasons for proposing the change. Any such request must be submitted to the AOC's Project Manager by May 20, 2005.

D. Addenda

1. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the website where the RFP is posted. If any vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify the AOC's Project Manager (by mail, fax or email) no later than three business days following the date the addendum was posted on the website.

E. Withdrawal and Resubmission/Modification of Proposals

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

F. Evaluation Process

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

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

G. Rejection of Bids

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

H. Award of Contract

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

I. Decision

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

J. Execution of Contracts

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

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

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

K. Protest procedure

1. General

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

2. Prior to Submission of Proposal

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

3. After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

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

4. Form of Protest

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

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

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

5. Determination of Protest Submitted Prior to Submission of Proposal

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

6. Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If

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

7. Appeals Process

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

The justification for appeal is specifically limited to:

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

The vendor's request for appeal shall include:

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

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

8. Protest Remedies

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the

seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:

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

L. News Releases

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

M. Disposition of Proposal Materials

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

N. Payment

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

SCOPE OF SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER

I. Juvenile Dependency Court Goals

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

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

- Child safety shall be the primary consideration in all decisions within the juvenile dependency system.
- Families will encounter the same professionals throughout the time their case is before the Court.
- Children will experience a single stable placement within their community until a permanent home can be found.
- All children will have an identified permanent home within one year of removal from the home of their parent(s).
- All professionals will provide up-front services and interventions, using the court process as a last resort for the resolution of cases.
- All professionals will assist families who come in contact with the child welfare system to be able to solve their own problems.
- All professionals will resolve issues utilizing alternative dispute resolution techniques while keeping foremost the best interests of the child.
- All professionals will cooperate in immediately gathering information regarding family members, including medical, mental health and educational histories and other facts necessary to assist the child and family members.
- The Court will provide a fair, speedy, economical, and accessible forum for the resolution of matters involving child welfare.
- All children under court jurisdiction will have their medical, mental health and educational needs addressed by their caretakers and all professionals working in the child welfare system.
- Services provided to children and Parents will take into consideration issues of diversity, including race, ethnicity, sex, age, sexual orientation, religion, and culture.

II. Attorney Performance Requirements

All attorneys are required to meet the Standards of Legal Representation laid out in the Marin Superior Court Local Rules, Marin County Rule, Juvenile 4.5

<http://www.co.marin.ca.us/courts/PDFs-localrules/4Juvenile.pdf> and must additionally be prepared to meet the following minimum performance standards:

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;
2. Elicit the client's preferences;
3. Advise the client;
4. Discuss with the client what will happen next in the proceedings; and
5. Maintain client control.

6. *Additional Duties of Children's Counsel:*

- a. Visit the child at each new placement, whenever feasible;
- b. Personally visit with the child in a non-court setting prior to court hearings; and
- c. Observe the child's interaction with parents or other caretakers.

7. *Additional Duties of Parents' Counsel:*

- a. Investigate and evaluate the parents' environment (home, relative home, shelter, etc.);
- b. Observe the parents' interaction with the child(ren), after obtaining permission from counsel for the parent(s); and
- c. 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 are not limited to:

1. Interviewing school personnel, caretakers, neighbors, relatives, coaches, clergy, mental health professionals, physicians, and law enforcement officers;
2. 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;
3. Contacting counsel for other parties;
4. Contacting any non-attorney guardian ad litem or Court Appointed Special Advocates (CASA) appointed in the case to obtain background information; and
5. If additional information suggests, contacting other professionals and lay witnesses who may identify alternative potential placements and services.

6. *Additional Duties of Children's Counsel:*

- a. Contact and meet with parents/legal guardians of child(ren), with permission of their attorney.
- b. Investigate the interests of the child beyond the scope of the juvenile proceeding and notify the Court of, and as appropriate, request authority from the Court to pursue, issues on behalf of the child, administratively or judicially, following the procedure laid out in Marin Superior Court Local Rules, Marin County Rule, Juvenile 4.5 G. <http://www.co.marin.ca.us/courts/PDFs-localrules/4Juvenile.pdf>
These interests may include:
 - (1) School/education issues;
 - (2) Mental health assessment and treatment (including psychotropic medications);
 - (3) Immigration;
 - (4) Personal injury; and
 - (5) Delinquency or status offender matters.
- c. Prepare for and participate in Welfare and Institutions Code section 241.1 hearings, by advocating for the child's best interests, whenever possible and appropriate.

7. *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; and
 - c. Stress the need for the parent to communicate to counsel any questions about the case plan or problems in fulfilling its requirements.
- C. File pleadings, including petitions, motions, responses, or objections, as necessary to represent the client.
- 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.
- E. Initiate and participate in settlement negotiations, including mediation, to see an expeditious resolution of the case, to avoid continuances and delays, and, if possible, to settle contested issues.
- F. Attend and participate in all hearings related to the dependency matter:
1. Prepare and submit trial briefs prior to contested hearings;
 2. Present and cross-examine witnesses;
 3. Contact and interview the client before each hearing;
 4. Report to the court on the child's adjustment to placement, social services' and the

parents' compliance with prior court orders and treatment plans, and child/parent interactions during visitation and other contact;

5. Be prepared to endorse, challenge, and amplify any reports submitted to the court; and
6. Ensure that the record reflects objections, reasoning, waivers, and the evidence upon which the court relies, and that it preserves issues for appeal.

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. Advise the child of his or her right to attend all dependency proceedings/hearings and explain the risks and benefits of attendance to the child;
- b. Explore alternative methods for obtaining child testimony (in chambers, etc.)
- c. Prepare the child to testify as a witness by:
 - (1) Protecting the child by making objections and ensuring that testimony will cause minimum harm to the child.

H. Determine if appeals and writs are appropriate and file if necessary.

I. Attend dependency trainings provided by the Court and the AOC:

1. Comply with education and training standards outlined in Marin Superior Court Local Rules, Marin County Rule, Juvenile 4.4.
<http://www.co.marin.ca.us/courts/PDFs-localrules/4Juvenile.pdf>
2. Attend statewide multi-disciplinary trainings or conferences, such as those provided by the AOC (e.g. Beyond the Bench).

J. Advocate for adherence to mandated timelines.

K. Arrange for qualified substitutive representation where necessary to avoid Court delay.

III. Additional Activities Expected of the Provider

Participation in monthly Juvenile Dependency Task Force Meeting with representatives from the Court, Department of Health and Human Services, County Counsel and other dependency representation contract agencies.

IV. Marin County Juvenile Court Facilities and Calendaring System

The court hears Juvenile Dependency cases at the courthouse at 3501 Civic Center Dr., San Rafael, CA. Modifications to the calendars are at the sole discretion of the Court.

Commissioner Mary Grove

Tuesdays @ 9:30 a.m. – adoptions and all proceedings pertaining to the dependency cases.

Commissioner Harvey Goldfine

Tuesdays @ 1:30 p.m. – all proceedings pertaining to the dependency cases.

V. Background on Current Representation of Parties

Currently, the Court appoints the Public Defender to represent the first parent, Marin Legal Aid to represent the second parent, and the Family and Children’s Law Center to represent children, in dependency proceedings. The court appoints counsel from a panel of private attorneys to represent parents and children who cannot be represented by the Public Defender, Marin Legal Aid or the Family and Children’s Law Center (Principal Providers) due to conflicts (conflict cases).

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

Effective August 1, 2005, it is the intent of the Court to transfer representation of all dependency conflict cases to the new provider, if a new provider is selected as the result of this RFP process. The newly selected provider should be prepared to accept all dependency conflict cases, whether new or ongoing, as of August 1, 2005. Note, however, that currently appointed attorneys will not be immediately released on specified cases, including but not limited to: (1) any case that has not yet reached disposition; (2) any case presently set for contested hearing; or (3) any case presently set for a W&I §366.26 hearing. Cases falling in these three categories will not be transitioned to new providers selected as a result of this RFP process until after those hearings have been completed and until the Court has determined that an attorney transition is appropriate. The Court estimates that approximately 20% of the current caseload falls into one of these three categories.

VII. Caseload and Workload

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

**Table 1:
Number of Conflict Clients**

Conflict Clients	
Conflict Children	28
Conflict Parents	23
Total Conflict Clients	51

**Table 2:
Age of Conflict Cases**

Age of Case	% of Cases
Less than One Year	13.16%
One to Two Years	55.26%
Three or More Years	31.58%

**Table 3:
Billing Frequency: July 2004-March 2005**

Number of Times Billed During Period	Percentage of cases billed
0	17%
1	29%
2	14%
3	5%
4	14%
5	12%
6	7%
7	2%

VIII. Reporting and Billing Requirements

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

The following information will be required regarding each case upon appointment and/or termination:

- Case number;

- Party represented (i.e., mother, father, child, sibling group, de facto parent);
- Appointment date;
- Initial hearing date;
- Name of appointed attorney;
- Date and reason for termination of representation (e.g., withdrawal, case dismissed, etc.).

The following information will be required on a monthly basis:

- 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;
- The amount of time spent in court each month, including a daily list of the types of hearings for which an appearance is made; and

This reporting requirement will be built into the billing mechanism. Sample AOC Invoice Documentation Forms are provided in Appendix A.

Reporting requirements are subject to change, and the AOC may require the service provider to provide additional statistical and financial information.

The service provider will be required to submit invoices on standard 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.