SUPERIOR COURT OF CALIFORNIA
COUNTY OF BUTTE

REQUEST FOR PROPOSALS

Dependency Representation for Children

RFP Number 2785

PROPOSALS DUE BY
May 13, 2011
1:00 PM Pacific Time

TABLE OF CONTENTS

Request for Proposals ..... Page 1

Contract Terms and Conditions ..... Attachment A

Administrative Rules Governing Requests for Proposals ..... Attachment B

Scope of Services to be Provided ..... Attachment C

Budget Worksheet – Full Caseload ..... Appendix A

Budget Worksheet – Half Caseload ..... Appendix B

End of Table of Contents

REQUEST FOR PROPOSALS

1.0 GENERAL INFORMATION

1.1 BACKGROUND

Butte County Superior Court (the "Court") is located in Oroville, California, about 70 miles north of Sacramento. The staff consists of approximately 150 personnel including Judges, Commissioners, managers, court clerks, and administrative staff. The court's operations are distributed among three locations - Oroville, Chico, and Paradise.

There are approximately 400 juvenile dependency cases disposed each year at the Court. Attorneys representing children and parents who are parties in a juvenile dependency proceeding are typically appointed by the Court.

2.0 TIMELINE FOR THIS RFP

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

EVENT	KEY DATE
RFP Issued	April 22, 2011
Proposal due date and time	May 13, 2011 by 1:00 p.m. (Pacific Time)
Potential Interviews (estimated)	May 23, 2011 to May 27, 2011
Notice of Intent to Award (*estimate only*)	June 3, 2011
Contractor to begin service	On July 1, 2011

3.0 PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

3.1 Representation in juvenile dependency proceedings is currently provided by four full time attorneys and one part time attorney. The current contracts are set to expire and the court is seeking solicitations for these contractor services. This RFP is the means for prospective service providers to submit their qualifications and request selection. Prospective service providers are encouraged to submit a proposal for either or both a half time and/or full time engagement.

3.2 The Court intends to award multiple contracts for the period from July 1, 2011 through June 30, 2013.

3.3 Proposals will be considered from all juvenile dependency provider types, including but not limited to:

- Non-profit organizations;
- Private firms;
- Solo practitioners, including panel organizational configurations; and
- Any combination of the above.

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

5.0 SPECIFICS OF A RESPONSIVE TECHNICAL PROPOSAL

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

5.2 The applicant must provide an unbound original and three (3) copies of the proposal to the Court. The proposal must be signed by an authorized representative of the service provider, including name, title, address, telephone number and email address of one individual who is the responder's designated representative. Proposals shall be valid for 90 calendar days following the proposal's due date ("Proposal Validity End Date"). In the event a final contract has not been awarded by the Proposal Validity End Date, the Court reserves the right to negotiate extensions to the validity period.

5.3 Proposals must be sent or delivered to the following address.

Submittal Contact: Scott Miller
Butte County Superior Court
One Court Street
Oroville, CA 95965

Email: smiller@buttecourt.ca.gov

5.4 Proposals must be received no later than the Proposal Due Date and Time specified in Section 2.0. THE COURT WILL NOT ACCEPT LATE PROPOSALS**.** Only written responses will be accepted. Applicants are encouraged to submit their proposal by certified or registered mail or deliver in person in order to ensure receipt by the Court by the specified deadline. A receipt should be requested for hand-delivered mail.

5.6 The contents of the proposal must appear in order set forth below and must contain the information as specified. The absence or inadequacy of such information may be grounds for the Court to assess the proposal non-responsive.

Order:

5.6.1 Title Page
5.6.2 Letter of Introduction
5.6.3 Competency and Experience Requirements (Including Resumes of Key Staff)
5.6.4 References
5.6.5 Description of Supervision, Conflicts, and Facilities
5.6.6 Acceptance of Proposal Conditions

5.6.7 Statement Regarding Proposed Contract Terms and Administrative Rules

5.6.8 Cost proposal

5.6.9 Additional Information

Information:

5.6.1 Title Page

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

5.6.2 Letter of Introduction

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

5.6.2.1 Signatures

Proposal must be signed by a duly authorized representative.

1. If the proposal is made by a sole proprietor, it must be signed by the sole proprietor.
2. 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.
3. 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.
4. 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).
5. If the proposal is made by a joint venture, it must be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so as noted above. Note that the Court will enter into a contract with only one entity, so the lead company who will sign on behalf of the joint venture must be noted.
6. If the proposal is made by a public agency, it must be signed by an individual authorized to make representations on behalf of the agency.

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

1. Competency and Continuing Education

The applicant must describe how dependency counsel competency and continuing education requirements will be met, as outlined in Rule 17.5 of the Butte County Superior Court Local Rules of Juvenile Court. Proposals for organizational

representation must address how the applicant intends to train and qualify new attorneys to handle cases. The applicant should also describe his or her plan for continuing education, as described in Butte County Superior Court Local Rules of Juvenile Court, Rule 17.5 and California Rules of Court (CRC) Rule 5.660.

The Court's Local Rules of Juvenile Court may be found at
http://www.buttecourt.ca.gov/local_rules/current_rules/default.htm

CRC Rule 5.660 may be found at
http://www.courts.ca.gov/7260.htm?title=five

2. Resumes

Resumes must be included in this section for key staff (including all supervisory level staff, if applicable) that describe their background and experience in conducting the proposed activities. Resumes for key attorney staff must demonstrate training and experience necessary to comply with Butte County Superior Court Local Rules of Juvenile Court, Rule 17.5.

5.6.4 References

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

5.6.5 Description of Supervision, Conflicts, and Facilities

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

1. Supervision

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

2. Conflicts

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

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

3. Facilities

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

5.6.6 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 Court and the bidder:

1. The Court may require whatever supporting documentation they deem necessary relative to the applicant's financial ability to complete the services of the contract.
2. The Court reserves 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 Court reserves the sole right to evaluate the applicant's personnel identified in the proposal.
4. 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 Court has no obligation to disclose the names of the evaluation panel members. The Court reserves the right to reject any and all proposals.
5. When the applicant has been selected by the evaluation panel, the Court and the applicant will negotiate a final contract based on the Contract Terms and Conditions in Attachment A.
6. 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 Court reserves 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 Court and subcontractors;
   b. All subcontractors are subject to the Court's prior approval; and
   c. Applicant shall ensure that any subcontractors are bound by the terms of the contract that results from this RFP.
8. The applicant assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by its own organization or is subcontracted to another.

5.6.7 Proposed Contract Terms and Administrative Rules

Contracts with successful parties will be based on the Court's Contract Terms and Conditions included as Attachment A and the Scope of Services included as Attachment C. Additional terms and conditions appropriate for this project may be included in the final agreement.

The proposal must include a statement as to whether the applicant accepts the terms and conditions set forth in Attachment A and the Scope of Services set forth in Attachment C, 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 Court will consider alternate language, the Court will not be bound by contract language received as part of a proposal. If the applicant requires that the Court be bound by some or all of the proposed contract language, the proposal may be considered non-responsive and may be rejected.

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

5.6.8 Cost Proposal and Detailed Program Budget

Applicants must indicate whether the proposal is for a full time case load, a half time case load, or both. The applicant must specify the total maximum cost to the Court for the project for the following period for each case load proposed July 1, 2011 – June 30, 2013

Applicants must also provide in this section of the proposal two detailed line item annual budgets for the period of July 1, 2011 – June 30, 2013 using tabs one and two of the Budget Templates provided as Appendix A and B. Appendix A must be used for the budget associated with a full caseload. Appendix B must be used for the budget associated with a half caseload. Applicants must submit a detailed line item annual budget for each case load proposed (full time case load, a half time case load, or both).

The budget templates include the following line items:

1. Personnel,
2. Additional Professional Services,
3. Insurance: These costs must reflect coverage levels as outlined in Attachment A, Section 12.0. Deductible amounts must be provided in the budget comments column.
4. Overhead.

Upon prior approval of the court and pursuant to Local Rules of Court, the Court will provide reimbursement for certain extraordinary expenses, such as out-of-state travel to visit child clients and court-ordered professional services. These expenses are not to be included in the Budget Templates.

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

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

5.6.9 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."

6.0 RIGHTS

The Court reserves 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 Court 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 Court.

7.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by 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. Related experience, background and professional qualifications of the personnel who are responsible for providing dependency counsel services and program administration.

2. Internal training, mentoring and continuing education program for new and ongoing staff, if proposal is for organizational representation.

3. Fiscal section of proposal that demonstrates:

   a) Percentage of applicant's costs directly applied to attorney services, and to indirect costs; and
   b) Reasonableness of cost proposal.

4. A complete and timely response to follow-up questions from the Court regarding the proposal, if applicable.

8.0 INTERVIEWS

Following the initial screening of proposals, the Court reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected proposers will be notified of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

9.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

The Court's policy is to follow the intent of the California Public Records Act (PRA). If an applicant's proposal contains material noted or marked as confidential and/or proprietary that, in the Court'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 Court 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 Court.

END OF RFP

ATTACHMENT A
CONTRACT TERMS AND CONDITIONS

1.0 DEFINITIONS

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

1.1 "**Amendment**" means a written document issued by the Court and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work, (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or an adjustment to the Agreement terms.

1.2 "**Confidential Information**" means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Court's business or the business of its clients. 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.

1.3 The "**Contract**" or "**Contract Documents**" constitute the entire integrated agreement between the Court and the Contractor. The terms "Contract" or "Contract Documents" may be used interchangeably with the term "Agreement."

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

1.5 "**Contractor**" means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the Court to do the Contract Work. The Contractor is one of the parties to this Agreement.

1.6 "**Court**" means the Superior Court of California, County of Butte.

1.7 "**Force Majeure**" means a delay which impacts the timely performance of Work which neither the Contractor nor the Court are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:

1.7.1 Acts of God or the public enemy;
1.7.2 Acts or omissions of any government entity;
1.7.3 Fire or other casualty for which a party is not responsible;
1.7.4 Quarantine or epidemic;
1.7.5 Strike or defensive lockout; and,
1.7.6 Unusually severe weather conditions.

1.8 "**Services**" means the services to be performed by the Contractor pursuant to this Agreement, as set forth in Attachment C.

1.9 "**Subcontractor**" shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Court refers to Subcontractor(s) in this

document, for purposes of this Agreement and unless otherwise expressly stated, the term "Subcontractor" includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.

1.10 "**Third Party**" refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Court or the Contractor, which is not a party to this Agreement.

2.0 REPRESENTATION PRIOR TO APPOINTMENT

Prior to court appointment, ATTORNEY may undertake to represent any person whom ATTORNEY believes may require representation regarding a pending investigation, which ATTORNEY believes could result in an appointment pursuant to this Contract. ATTORNEY shall advise the court of pre-appointment representation as soon as doing so will not disclose privileged information or otherwise disadvantage the client.

3.0 ANCILLARY SERVICES AND FACILITIES; INVESTIGATION AND EXPERT ASSISTANCE

ATTORNEY shall provide personnel ancillary to the furnishing of legal services, office space, and all materials, equipment, facilities and supplies necessary for the support of such personnel in the performance of the legal services under this Contract.

ATTORNEY may obtain, after appointment by the COURT and with prior approval of the COURT, experts, investigators and interpreters as ATTORNEY deems necessary to prepare each client's defense. The fees and expenses incurred by ATTORNEY for these services shall be paid pursuant to order of the COURT out of a budget established by the COURT for that purpose.

4.0 CONTRACT TERM; TERMINATION

This Contract shall take effect on July 1, 2011, and shall be in effect through June 30, 2013. Either party may terminate this Contract by the giving of 30 days written notice of termination to the other party.

4.1 COURT may terminate the Contract at any time for good cause. "Good cause" for early termination of the Contract by COURT means any of the following actions or inactions by ATTORNEY:

4.1.1 Pleading no contest to, pleading guilty of or being found guilty of a felony or a crime involving moral turpitude;
4.1.2 Persistent failure or inability to perform the duties of the Contract, whether willful or otherwise;
4.1.3 Disability that seriously interferes with the performance of duties and is permanent or is likely to become permanent;
4.1.4 Willful misconduct by the ATTORNEY pertaining to performance under this Contract;
4.1.5 Habitual intemperance in the use of intoxicants or drugs;
4.1.6 Conduct prejudicial to the administration of justice, which brings the ATTORNEY into disrepute;
4.1.7 Continuing conflict between private practice and Contract services;
4.1.8 Before the Contract is terminated for good cause, ATTORNEY upon request shall have the opportunity for a confidential or public hearing, at ATTORNEY's option, before the Judges of the Superior Court, to appear personally, and by counsel, and to produce evidence. If the COURT determines to terminate the Contract for good cause, the COURT shall specify in writing its reasons for doing so, which reasons may not be arbitrary or capricious;
4.1.9 ATTORNEY fails or refuses to perform any covenant contained in this Contract at the time and in the manner provided;

4.1.10 Any representation or warranty made by ATTORNEY is untrue when made or becomes untrue during the term of this Contract.

No waiver of any default or good cause for termination shall be deemed a waiver of any subsequent default or good cause for termination.

4.2 COURT may terminate the Contract at any time for Non-Appropriation of Funds. ATTORNEY acknowledges that funding for this Contract 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 Contract. By written notice to ATTORNEY, the Court may terminate this Contract, 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 COURT's budget, funding or financial resources. Such termination is in addition to the COURT's right to terminate for convenience or cause. If this Contract is terminated for non-appropriation: (i) the COURT will be liable only for payment in accordance with the terms of this Contract for services rendered and expenses incurred prior to the effective date of termination; (ii) ATTORNEY 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 COURT.

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

5.0 CONTINUATION OF SERVICES AFTER CONTRACT TERM

Upon termination of the Contract, ATTORNEY shall nevertheless continue to represent existing clients whose cases are set for contested hearings within 30 days of the termination date. Services shall be provided in such cases in the same manner as provided in this Contract. Compensation for such services shall be at the rate specified in this Contract, pro-rated to reflect the duration of the representation and the actual time ATTORNEY devotes to providing such services.

6.0 RATE OF COMPENSATION AND PAYMENT

ATTORNEY'S monthly compensation for services rendered under this Contract will be $_____, The maximum annual compensation allowable for Fiscal Years 2011/2012 and 2012/13 is $_____. The maximum payment available to ATTORNEY during the entire term of this Contract is $_____.

Such monthly compensation shall be in full satisfaction for all services to be rendered by ATTORNEY under this Contract for each such month and shall be paid in equal monthly payments. ATTORNEY shall submit to the Court Executive Officer or designee, monthly, by the 10th day, a Butte County Superior Court claim form in an amount not to exceed the equivalent of one month's compensation. Claims not submitted within ninety (90) days of the date services are rendered hereunder may be reduced by a 10% late processing fee.

Notwithstanding anything to the contrary herein, COURT shall not be liable to pay ATTORNEY any amounts whatsoever hereunder, and ATTORNEY shall have no obligation to provide services hereunder, unless and until the COURT appropriates and allocates funds for such purposes.

In no event shall ATTORNEY accept anything of value as consideration for services rendered pursuant to this Contract from any person ATTORNEY has been appointed to represent by the COURT, except for compensation under this Contract from the COURT. ATTORNEY shall neither charge nor receive any fee or payment from any such person for services rendered pursuant to this Contract.

7.0 APPOINTMENT OF SPECIAL COUNSEL, ASSESSMENT OF FEES

When special counsel is appointed by the COURT as a result of ATTORNEY's failure to appear, absent legal cause, or failure to provide services as required pursuant to the terms of this Contract, the fees assessed against the COURT for the payment of such special counsel shall be charged against ATTORNEY and set-off against any compensation owing to ATTORNEY hereunder.

8.0 OFFICE SPACE

ATTORNEY shall maintain or make arrangements to have access to office space within Butte County and shall make arrangements to have space available in Chico and Oroville, California to meet with clients as necessary. This shall not be interpreted to mean that ATTORNEY shall maintain any office other than the ATTORNEY's main office.

9.0 MINIMUM PROFESSIONAL QUALIFICATIONS

ATTORNEY represents that he/she is a member of the California State Bar in good standing and has the necessary professional qualifications and abilities to provide the services contemplated by this Contract.

ATTORNEY represents that he/she meets the minimum standards of competence as set forth in Butte County, Local Rule of Court 17; and will continue to meet the standards of competence as required by the Local Rules during the duration of this Contract.

10.0 INDEMNIFICATION

ATTORNEY will defend, hold harmless and indemnify COURT Entities and COURT Personnel from all claims and expenses, including attorney fees and costs, resulting from (A) a matter or event related to your Services under this Contract, or (B) your default under this Contract, or both, except to the extent a claim or loss is due to the active negligence or willful misconduct of an indemnified party.

For ATTORNEY's acts, errors, or omissions which are covered by ATTORNEY's Professional Liability insurance, ATTORNEY will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to ATTORNEY, or any of its Subcontractors, but not for COURT's proportionate share of liability.

11.0 INSURANCE

General Insurance Requirements. ATTORNEY will obtain and maintain the minimum insurance set forth in Section 12, below. By requiring such minimum insurance, Court will not be deemed or construed to have assessed the risks applicable to ATTORNEY. ATTORNEY will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, ATTORNEY warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of completion of the Work.

12.0 MINIMUM SCOPE & LIMITS OF COVERAGE

ATTORNEY will maintain the following coverages:

12.1 Workers' Compensation at statutory requirements of the state of residency.

12.2 Employers' Liability with minimum limits of $1,000,000.00 for each accident, if ATTORNEY is an Employer of an Employee who performs duties as defined under this Contract.

12.3 Comprehensive General Liability Insurance with minimum limits of $1,000,000.00 for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.

12.4 Personal or Business Automobile Liability Insurance with minimum limits of $1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.

12.5 Professional Liability Insurance: Covering malpractice in the performance of Services under this Contract. The policy shall provide limits of at least $1,000,000 annual aggregate. If the policy is written on a "claims made" form, ATTORNEY shall maintain such coverage continuously throughout the term of this Contract and, without lapse, for a period of three years beyond the termination and acceptance of all work provided under this Contract. 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 Contract. The cost of obtaining such insurance shall be borne by ATTORNEY. All policies shall be endorsed to state that coverage shall not be canceled, reduced in coverage or limits, except after thirty (30) days prior written notice being given to the COURT.

12.6 Additional Insured Endorsements: All policies required in Section 12 above with the exception of Workers' Compensation, Personal Automobile Liability, and Professional Liability must be endorsed to name the COURT as additional insureds with respect to liabilities arising out of the performance of Services under this Agreement.

13.0 EVIDENCE OF INSURANCE

Before commencing any work under this Contract, ATTORNEY must furnish to the COURT certificates of insurance and applicable endorsements, in form and with insurers satisfactory to the COURT, evidencing that all required insurance coverage is in effect. The COURT reserves the right to require ATTORNEY to provide complete copies, certifying as such, of all required insurance policies.

14.0 RETENTION OF FILES

ATTORNEY shall maintain all files and records for each case in safe storage for at least five years (or longer as necessary in view of the applicable statute of limitations for potential civil liability) following the last services rendered by ATTORNEY in the case, unless such files are assigned to successor counsel in the case. COURT shall have access to such files as necessary for administration of this Agreement or a successor contract but COURT guarantees the confidentiality of such files for all other purposes. COURT shall not be permitted access to any such file for any other purpose without the written consent of ATTORNEY, or court order.

15.0 REPORTS AND RECORDS

ATTORNEY shall keep proper records to enable COURT to establish the cost of representing all categories of persons represented pursuant to this Contract and shall make such records available to COURT in any proceedings to recover such costs from whoever may be obligated to reimburse the COURT. ATTORNEY shall by the 10th of each month submit time sheets including an itemization of the services rendered and time spent hereunder in the preceding month. Such time sheets shall be submitted separately for each subcontracting attorney performing legal services on behalf of ATTORNEY. If such time sheets are not received by the 10th day of each month following each month in which services are performed, COURT may withhold compensation for services rendered by ATTORNEY for the succeeding month or months until such time sheets are received by COURT.

ATTORNEY shall supply additional statistics as are requested by the Presiding Judge of the Superior Court, and the Presiding Judge of the Juvenile Court or the Court Executive Officer. Such records and reports shall not reveal information, which is privileged or may otherwise compromise the defense of any pending case.

ATTORNEY shall also provide caseload information as required by the Administrative Office of the Courts on a monthly basis to the COURT, which shall include, but is not limited to, the case number, party represented, appointment date, and termination date where representation is terminated.

16.0 STANDARDS OF REPRESENTATION

ATTORNEY shall provide for the maintenance of quality representation of parties in juvenile dependency actions consistent with constitutional, statutory and professional standards.

17.0 CERTIFICATIONS, WARRANTIES, AND REPRESENTATIONS

By executing this Contract, ATTORNEY certifies that the following representations and warranties are true and correct as of the Effective Date of this Contract, represents and warrants as follows, and certifies that the following covenants will not be breached:

17.1 Nondiscrimination/No Harassment Provisions and Compliance:

17.1.1 Nondiscrimination: During the performance of this Contract, ATTORNEY 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 stat (AIDS/HIV status), medical condition, marital status, age (over 40), sex, sexual orientation, gender identity, or domestic partner status. ATTORNEY and its Subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination;

17.1.2 No Harassment: During the performance of this Contract, ATTORNEY and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom ATTORNEY or its Subcontractors interact in the performance of this Contract. ATTORNEY and its Subcontractors shall take all reasonable steps to prevent harassment from occurring;

17.1.3 Compliance with Americans with Disabilities Act: ATTORNEY shall provide the Services specified in this Contract 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. ATTORNEY agrees not to discriminate against disabled persons in the provision of Services, benefits or activities provided under this Contract;

17.1.4 Notice to Labor Organizations: ATTORNEY 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; and

17.1.5 Compliance: ATTORNEY shall include the nondiscrimination and compliance provisions of this paragraph in any and all subcontracts issued to perform Services under this Contract.

17.2 Conflict of Interest: The parties recognize that ethics considerations such as those referred to in the Rules of Professional Conduct may prohibit attorneys from accepting some appointments normally included in the Contract caseload. ATTORNEY agrees to establish a system for screening new appointments upon intake to discover potential conflicts of interest.

Upon discovery of a conflict of interest or other ethics consideration, which precludes further representation, ATTORNEY shall immediately notify the affected client(s) and COURT and assist in the referral of the case to another attorney contracting with the County of Butte or COURT competent to provide indigent defense services or juvenile dependency representation of the same type as specified in Exhibit A.

ATTORNEY shall cooperate with the COURT to establish policies and guidelines for determining which case(s) to decline in the event that a conflict of interest requires ATTORNEY to continue representation of one client while seeking relief from further representation of another.

The ATTORNEY and employees of the ATTORNEY 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 Contract;
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 Contract.

17.3 Drug-Free Workplace: ATTORNEY will provide a drug-free workplace as required by California Government Code Sections 8355 through 8357.

17.4 Covenant Against Gratuities: No gratuities, in the form of gifts, entertainment, or otherwise, were or will be offered by ATTORNEY or agent, director, or representative of the ATTORNEY, to any officer, official, agent, or employee of the COURT with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract.

18.0 PERFORMANCE UNDER CONTRACT TO BE PRIORITY BUSINESS OF ATTORNEY

Limited private practice permissible. ATTORNEY represents and warrants to COURT that while this Contract is in effect the performance of legal services under this Contract shall be the priority business of ATTORNEY. ATTORNEY shall not be prohibited from engaging in private practice providing that no private criminal, juvenile or civil case shall be knowingly accepted or work done in connection therewith which would cause a conflict of interest to arise wherein ATTORNEY would be unable to represent a party in a juvenile dependency action pursuant to this Contract. And no other work of any kind shall be accepted which would conflict with ATTORNEY's performance of services as required pursuant to this Contract. In the event special counsel has to be appointed due to a conflict of interest which arises out of ATTORNEY's representation of a party or other indigent person on a retained basis, ATTORNEY shall reimburse COURT the full amount of attorney fees ordered by the COURT as a result thereof.

19.0 INDEPENDENT CONTRACTOR

The parties agree that ATTORNEY is an independent contractor and is not an agent or principal of COURT nor of any other attorney with whom County or COURT enters in an agreement to provide juvenile dependency representation indigent defense services. ATTORNEY is, and shall at all times be deemed, independent and shall be wholly responsible for the manner in which s/he performs the services required by the terms of this Contract. ATTORNEY exclusively assumes the responsibility for the acts of her/his employees as they relate to the services to be provided during the course and scope of their employment. ATTORNEY, her/his agents and employees shall not be entitled to any rights or privileges of employees of COURT and shall not be considered in any manner to be employees of COURT. Neither the ATTORNEY or his/her support staff are eligible to participate in COURT's health, vision and dental coverage, vacation, holiday, retirement or other program which are applicable to COURT employees.

COURT will not pay for or provide Worker's Compensation insurance, State Disability insurance benefits, Unemployment Insurance benefits or Social Security. ATTORNEY shall be responsible to pay or provide for such insurance or benefits and to pay its own federal and state income tax responsibilities, Social Security, and any other payroll tax obligations that ATTORNEY may owe as a result of compensation received for services rendered pursuant to this Contract.

20.0 NO ATTORNEY-CLIENT RELATIONSHIP

The parties agree that this Contract does not create the relationship of attorney and client between the ATTORNEY and COURT, and that such relationship, if any is created, is restricted to ATTORNEY and those persons on whose behalf ATTORNEY furnishes the legal services provided for herein.

21.0 INTERPRETATION OF AGREEMENT

Each party agrees and represents that this Contract resulted from an equal bargaining position and that it reflects the entire understanding and agreement between the parties on those matters to which it relates.

22.0 CASELOAD AND WORK LEVELS

ATTORNEY and COURT acknowledge that many factors outside the control of the parties can affect the ability of an attorney to anticipate caseloads and work levels. Factors such as case complexity, the number of parties involved and the ratio of contested to uncontested hearing may affect ATTORNEY's relative caseload. In addition, the number of judges, courts, departments, and calendars may change during the term of this Contract. These changes can substantially affect the ability of ATTORNEY to perform the obligations of the Contract within existing time estimates and staff funding levels. ATTORNEY and COURT each accordingly reserve the right to request modification of this Contract for good cause.

23.0 GENERAL

A. Survival: Termination or expiration of this Contract shall not affect, alter or impair the respective rights and obligations of the parties that accrue prior to the effective date of termination or expiration, except as otherwise expressly provided herein.

B. No Endorsement: ATTORNEY shall make no written or oral statement, which represents or implies any endorsement by state of ATTORNEY, its employees or subcontractors or the quality of the ATTORNEY's, its employees' or subcontractor's services without the COURT's prior written consent, the granting of which shall be in the COURT's sole discretion. Nothing herein shall prevent ATTORNEY's disclosure of the existence and nature of this Contract.

C. Assignment: The Services to be performed by ATTORNEY are personal in nature and neither this Contract nor any duties or obligations hereunder may be assigned or delegated by ATTORNEY, including delegation to one or more Subcontractors, unless such assignment or delegation is first approved by the COURT by written instrument executed and approved in the same manner as this Contract. All of the terms, provisions and conditions of the Contract shall be binding upon and insure 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 Contract shall not be construed as a waiver of such rights. Any waiver of any term of this Contract must be in writing and executed by an authorized representative of the waiving party and shall not be construed as a waiver of any succeeding breach of the same, or breach of any other, term of this Contract.

E. Severability: The provisions of this Contract are separate and severable. Should any court hold that any provision of the Contract is invalid, void or unenforceable, then (i) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the reasonable intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

F. Compliance with Laws: ATTORNEY shall keep itself fully informed of, and shall comply with, all applicable federal, state, and local laws, rules, regulations, rules of court and ordinances in any manner affecting the performance of this Contract, as they may be amended from time to time. ATTORNEY shall procure and keep in full force during the term of this Contract any and all permits, licenses and qualifications necessary for the performance of the Services at no expense to the COURT.

24.0 COMPLETE AGREEMENT; AMENDMENT

This Contract, together with the Exhibits attached hereto, expresses the understanding of the parties concerning all matters covered and supersedes all prior negotiations, representations or agreements, either written or oral. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment of this Contract and formally approved by the parties.

25.0 NOTICES

Any notice required under this Contract shall be in writing and shall be deemed effective upon its deposit in the United States mail, postage prepaid with return receipt required and addressed as follows:

To ATTORNEY:

_____

_____

_____

To: COURT

Kimberly Flener, Court Executive Officer
Butte County Superior Court
One Court Street
Oroville, CA 95965

EXHIBIT A

1. Juvenile Dependency petitions and court proceedings pursuant to Welfare and Institutions Code Section 300, et seq., and Welfare and Institutions Code Section 366.26, matters;

2. Pre-trial and post-trial extraordinary writs to the Superior Court, related to matters referred to in subsection 1, above, and preparation of writs pursuant to Welfare and Institutions Code, Section 366.25(j);

3. Any other action related to subsections 1, or 2, in which the appointment of a public defender may be required by law.

4. Any other appointment as scheduled by the COURT, pursuant to the provisions of this Contract.

EXHIBIT B

1. ATTORNEY agrees to represent persons, when appointed to do so by a Judge of the Butte County Superior Court, in accordance with the provisions of this Contract. ATTORNEY will provide representation for a part-time/full-time dependency caseload.

2. It is understood that the ATTORNEY does not have, nor will he/she develop or maintain any association or partnership or employer-employee relationship with any other attorney contracting with the County of Butte or COURT to provide indigent defense services or juvenile dependency representation.

3. ATTORNEY shall comply with Butte County Local Rules of Court 17 in performance of this Contract.

4. This representation requires, but is not limited to, adherence to the following performance standards:

   A. Establishing and maintaining an attorney-client relationship as;
   B. Visiting child clients, whenever feasible, as specified in Welfare & Institutions Code Section 317(e) and Butte County Court Local Rule 17.3(c) wherein it states that ATTORNEY is expected to meet regularly with clients, including children, contact social workers and other professionals associated with the client's case, work with other counsel and the COURT to resolve disputed issues without hearing;
   C. Conducting thorough interviews throughout the proceedings as stated in Welfare & Institutions Code Section 317(e) and Butte County Court Local Rule 17.7(c);
   D. Determining their client's interests and desires and advocating for those interests and desires pursuant to Welfare & Institutions Code Section 317 (e);
   E. Contacting social workers and other professionals associated with their client's case, whenever practical and appropriate; pursuant to Butte County Court Local Rule 17.6(a);
   F. Requesting services (by court order if necessary) to access entitlements and to ensure a comprehensive service plan as appropriate;
   G. Monitoring compliance with court orders, including provision of and effectiveness of court-ordered services;
   H. Filing pleadings, motions, responses, or objections as necessary to represent the client;
   I. Thoroughly preparing for and participating in all hearings. ATTORNEY should be cognizant of the current status of the case including all current filings within a case. For child clients, preparing for and participating in 241.1 hearings pertaining to current juvenile dependents with a goal of maintaining the dependency jurisdiction wherever possible and appropriate;
   J. Identifying the interests of child clients beyond the scope of the juvenile dependency proceeding and notifying the COURT of issues on behalf of the child, administratively or judicially. These interests may include:
      i. School/special education issues;
      ii. Mental health assessment and treatment;
      iii. Immigration;
      iv. Personal injury; and
      v. Delinquency or status offender matters;

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

   K. Participating in alternative dispute resolution efforts, including but not limited to Family Group Conferences, Team Decision Making meetings and mediation, as appropriate and beneficial to the client;

L. Determining if appeals and writs are appropriate and, where necessary, filing writ and notice of appeal in a timely manner; and

M. Arranging for substitutive representation where necessary to avoid Court delay.

5. Conflicts Avoidance. ATTORNEY will ensure that conflicts are declared only when an actual conflict exists.

A. New Appointments:
ATTORNEY shall establish procedures to check for conflicts of interest, and shall decline appointment of new clients who present a conflict of interest with their present clients.

B. Ongoing Clients:
ATTORNEY shall establish procedures to determine whether actual conflicts of interest arise among current clients, including within sibling groups, and shall advise the COURT when such conflicts arise and seek to be relieved of appointment in such cases.

6. Courtroom Staffing: ATTORNEY shall staff the Dependency courtroom(s) so as to ensure adequate attorney availability at all times.

7. Education and Training: ATTORNEY shall comply with the education and training standards outlined in Rule 5.660 of the California Rules of Court, and as defined in Butte County Local Rules of Court 17.5.

8. System Meetings: ATTORNEY shall participate in system meetings that are intended to improve services for children and families in Dependency Court. Those meetings shall be specified by COURT.

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

END OF ATTACHMENT A

ATTACHMENT B
ADMINISTRATIVE RULES GOVERNING PROPOSALS

1.0 GENERAL

This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 90 calendar days following the deadline for its submission.

In addition to explaining the Court's requirements, the solicitation document includes instructions that prescribe the format and content of proposals.

2.0 ERRORS IN SOLICITATION DOCUMENT

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Court's Submittal Contact 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 Court may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the website where the RFP is posted.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall bid at its own risk, and if the vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.0 QUESTIONS REGARDING SOLICITATION DOCUMENT

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

If a vendor submitting a proposal believes that one or more of the solicitation document's requirements are onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request (by mail, fax or email) that the solicitation document be changed. The request must set forth the recommended change and vendor's reasons for proposing the change. Any such request must be submitted to the Court's Submittal Contact by May 2, 2011.

4.0 ADDENDA

The Court 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 Court's Submittal Contact (by mail, fax or email) no later than three business days following the date the addendum was posted on the website.

5.0 WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the Court 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 Court no later than the proposal due date and time listed on the cover letter of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed on the cover letter of this RFP.

6.0 EVALUATION PROCESS

6.1 An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.

6.2 If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.

6.3 Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

6.4 During the evaluation process, the Court may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

7.0 REJECTION OF BIDS

The Court may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The Court'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 Court 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 Court's best interest. Moreover, the Court reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the Court.

8.0 AWARD OF CONTRACT

Award of contract, if made, will be in accordance with the solicitation document to a responsible vendor submitting a proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the Court.

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

9.0 DECISION

Questions regarding the Court'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 Court's Submittal Contact.

10.0 EXECUTION OF CONTRACTS

The Court will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its requirements. However, exceptions taken or protests made by a vendor may delay execution of a contract.

A vendor submitting a proposal must be prepared to use the Court's contract form rather than its own contract form.

11.0 PROTEST PROCEDURE

11.1 General

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

11.2 Prior to Submission of Proposal

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

11.3 After Award

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

a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;

b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,

c. The vendor believes that the Court has incorrectly selected another vendor submitting a proposal for an award.

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

11.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposals section on the coversheet of this RFP who will forward the matter to the 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 Court, 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 Court will not consider such new grounds or new evidence.

11.5 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the Proposal Due Date. If required, the Court 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 Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

11.6 Determination of Protest Submitted After Submission of Proposal

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

11.7 Appeals Process

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

The justification for appeal is specifically limited to:

a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;

b. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or

c. The decision of the Contracting Officer was in error of law or regulation.

The vendor's request for appeal shall include:

a. The name, address telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;

b. A copy of the Contracting Officer's decision;

c. The legal and factual basis for the appeal; and

d. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Court Executive Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the final action of the Court.

11.8 Protest Remedies

If the protest is upheld, the Court 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 Court, the urgency of the procurement, and the impact of the recommendation(s) on the Court. The Court may recommend any combination of the following remedies:

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

12.0 NEWS RELEASES

News releases pertaining to the award of a contract may not be made without prior written approval of the Court Executive Officer.

13.0 DISPOSITION OF PROPOSAL MATERIALS

All materials submitted in response to this solicitation document will become the property of the Superior Court of California, County of Butte, and will be returned only at the Court'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.

END OF ATTACHMENT B

ATTACHMENT C
SCOPE OF SERVICES TO BE PROVIDED

1.0 JUVENILE DEPENDENCY COURT GOALS

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

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

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

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

- Child safety is the primary consideration in all decisions within the juvenile dependency system.
- Child welfare professionals will design and coordinate all services for the family and ensure that they are practical.
- Families will encounter the same professionals throughout the time their case is before the court.
- Children will experience a single stable placement within their community until a permanent home can be found.
- All children will have an identified permanent home within one year of removal from the home of their parents.
- All professionals will provide up-front services and interventions, using the court process as a last resort for the resolution of cases.
- All professionals will assist families who come in contact with the child welfare system to be able to solve their own problems.
- All professionals will resolve issues utilizing alternative dispute resolution techniques while keeping foremost the best interests of the child.
- All professionals will encourage and support the use of trained volunteers within the juvenile dependency system.
- All professionals will cooperate in immediately gathering information regarding family members, including medical, mental health and educational histories and other facts necessary to assist the child and family members.
- The court will provide a fair, speedy, economical, and accessible forum for the resolution of matters involving child welfare.
- All children under court jurisdiction will have their medical, mental health and educational needs addressed by their caretakers and all professionals working with the child welfare system.

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

2.0 ATTORNEY PERFORMANCE REQUIREMENTS

All attorneys are required to meet the Standards of Representation laid out in the Butte County Superior Court Local Rules of Juvenile Court, Rule 17.3 and must be prepared to meet the following performance standards. Attorneys appointed by the juvenile court are expected to zealously and independently represent clients at every stage of dependency proceedings, unless relieved by the court. The following description of counsel's responsibilities and actions is presented as an outline of what would constitute thorough and professional representation. An individual case would rarely require all of the activities enumerated; underlying each activity is the expectation that the attorney will possess knowledge and understanding of current statutes, rules of court, relevant case law, and the policies inherent within them.

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

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

interests include, but are not limited to:
i. School/education issues;
ii. Special education;
iii. Child support;
iv. Personal injury;
v. Mental health proceedings; and
vi. Immigration.

c. Accompany the child to interviews with law enforcement and the district attorney; and

C. File pleadings, including petitions, motions, responses, or objections, as necessary to represent the client. Requested relief may include, but is not limited to:
1. Obtaining necessary services for the family;
2. A mental or physical examination of the client;
3. A parenting, custody, or visitation evaluation of the client;
4. An increase, decrease, or termination of contact or visitation;
5. Requesting, restraining, or enjoining a change of placement;
6. Contempt for non-compliance with a court-order;
7. Termination of a child-parent relationship;
8. The administration of psychotropic medications;
9. Restraining orders;
10. Motions to Quash a child's testimony;
11. A protective order concerning the client's privileged communication or tangible property;
12. Dismissal of petitions or motions; and
13. 388 motions to reinstate parental rights.

D. Seek appropriate services (by court order if necessary) to access entitlements, to protect the client's interest, and to advocate for a comprehensive service plan.
1. Attorney advocacy may include, but is not limited to:
a. Family preservation and related prevention and reunification services;
b. Advocating placement with siblings;
c. Sibling and family visitation;
d. Maintaining connection with relatives or non-related extended family members (NREFM) and community ties;
e. Child support;
f. Domestic violence prevention and treatment;
g. Medical and mental health care;
h. Drug and alcohol treatment;
i. Parenting education;
j. Transitional and independent living services and plan;
k. Adoption services;
l. Education;
m. Recreational or social services;
n. Housing;
o. Long term foster care or Another Planned Permanent Living Arrangement; (parent's counsel may advocate for LTP for child(ren) in lieu of adoption/guardianship); and
p. Post-adoption agreement referral.
2. Agencies (i.e. school districts, housing authority, etc.) may be joined in the dependency action if there are problems with the services being provided;
3. Counsel should request services even if no hearing is scheduled. If direct informal requests to treatment providers are unsuccessful, counsel should file a motion related to necessary services.
4. Counsel should advocate for services for clients with special needs, such as physical, mental, or developmental disabilities. These services may include, but are not limited to:
a. Special education and related services;
b. Supplemental security income (SSI) to help support needed services;
c. Therapeutic foster and group home care;

d. Residential/in-patient and outpatient psychiatric treatment; and
e. Regional center services.

E. Negotiate settlements/mediations
1. Initiate and participate in settlement negotiations to seek an expeditious resolution of the case, avoiding continuances and delays; and
2. Attempt to settle any contested issues by initiating and participating in settlement negotiations, including mediation.

F. Hearings
1. Attend and participate in all hearings related to the dependency matter;
2. Report to the court on the child's adjustment to placement, social services' and the parent's compliance with prior court orders and treatment plans, and child/parent interactions during visitation and other contact;
3. Present and cross-examine witnesses, offer exhibits, and provide independent evidence;
4. Prepare and submit trial briefs prior to contested hearings;
5. Be prepared to endorse, challenge, and amplify any reports submitted to the court;
6. Ensure that the record reflects objections, reasoning, waivers, and the evidence upon which the court relies, and that it preserves issues for appeal;
7. If a continuance is sought, prepare a written motion under Welfare and Institutions Code section 352; and
8. At the conclusion of the hearing, if appropriate:
   a. Make a closing argument and provide proposed findings of fact and conclusions of law;
   b. Request orders that are clear, specific, and where appropriate, include a timeline for assessment, services, placement, and evaluation of the child and/or family;
   c. Ensure that a written order is entered; and
   d. Review all written orders to advocate for the orders to conform to the court's verbal orders and statutorily required findings and notices.
9. ADDITIONAL DUTIES OF CHILD'S COUNSEL:
   Pursuant to Welfare and Institutions Code section 349, the child has a statutory right to be present at the hearing:
   a. A child's presence at a hearing should be based upon an individual determination of the child's willingness to attend, age, and maturity;
   b. A child's presence at a hearing should be based upon consultation with the child, therapist, caretaker, or any other knowledgeable adult in determining the effect of the child being present at the hearing; and
   c. Consider the court facilities and how children attending hearings are accommodated.

G. Prepare client to testify as a witness
1. Consult with client and determine whether s/he should testify;
2. Prepare the client to testify;
3. Protect the client by making appropriate objections; and
4. Ensure that questions are appropriate (developmentally and linguistically).
5. ADDITIONAL DUTIES OF CHILD'S COUNSEL:
   a. Determination of calling the child as a witness:
      i. Consider the child's need or desire to testify;
      ii. Weigh the likely consequences of having the child testify;
      iii. Determine the necessity of the child's direct testimony;
      iv. Determine if there is any other evidence or hearsay exceptions that may eliminate the need for direct testimony;
      v. Determine the child's developmental ability to provide direct testimony and withstand possible cross-examination; and
      vi. Consider available alternatives to in-court testimony as specified in Welfare and Institutions Code section 350(b).
   b. Child as a witness:

i. Prepare the child to testify:
   (a) Familiarize the child with the courtroom, court procedures, and what to expect during direct and cross-examination;
   (b) Make an effort to advocate for your client (including making objections) that testifying will cause minimum harm to the child;
   (c) If possible, conduct the direct testimony of the child; and
   (d) Object to questions that are not developmentally appropriate and/or not phrased in a syntactically and linguistically appropriate manner.

c. Challenges to child's testimony/statements: If necessary, prepare expert testimony to establish competency or reliability or to rehabilitate any impeachment.

H. Appeals and Writs

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

I. Cessation of Representation:

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

J. Attorneys should be familiar with and, to the extent they are consistent with California Law and Procedure, follow the American Bar Association's *Standards of Practice for Lawyers who Represent Children in Abuse and Neglect Cases* (
http://www.americanbar.org/content/dam/aba/migrated/family/reports/standards_abuseneglect.authcheckda

m.pdf) and the National Association of Counsel for Children's *Recommendations for Representation of Children in Abuse and Neglect Cases* (http://c.yourmembership.com/sites/www.naccchildlaw.org/resource/resmgr/docs/nacc_standards_and_recommend.pdf). The Court's philosophy with regard to juvenile dependency cases is that keeping families together is the best outcome for children so long as it can be achieved consistent with safety.[1] Children's attorneys are expected to advocate for timely reunification whenever appropriate.

3.0 BUTTE COUNTY COURT FACILITIES AND CALENDARING SYSTEM

The Court hears juvenile dependency cases primarily at the main courthouse located on Court Street in Oroville. Dependency cases may be heard infrequently at other Court locations. The Court uses a direct method of calendaring dependency cases. The proposer should assume that all court departments with dependency matters will require support on a continuing basis. The current Juvenile Court schedule, which is subject to change, is provided in Table 1, below:

Table 1: Current Juvenile Court Schedule

Time	Description	Days
8:15 am	Detention Hearings Add-ons	M-F
8:30 am	Review Hearings Disposition Hearings	T, TH
8:30 am	Contested Hearings	W
10:00 am	Jurisdiction Hearings	T, TH
11:00 am	Trial Readiness Conferences	T, TH
1:15 pm	Dependency Drug Court	2nd & 4th TH
1:30 pm	Contested Hearings	T, TH

5.0 BACKGROUND ON CURRENT REPRESENTATION OF PARTIES

Representation of parties is currently handled by four full time attorneys and one part time attorney. The current contracts are set to expire and the court is seeking solicitations for these contractor services.

6.0 SCOPE OF PROPOSAL AND OBJECTIVES OF THE REQUEST FOR PROPOSAL

The scope of this proposal is to provide legal representation to minors and parents in dependency proceedings fromJuly 1, 2011 to June 30, 2013. It is anticipated that the appointments will be the equivalent of Four full time caseloads and one ½ time caseload.

It is the intent of the Court to transfer all dependency cases from attorneys who leave the program to the successful proposer, if new vendors are selected, subject to negotiation and in recognition of the importance of the attorney-client relationship, consistency for children in the dependency system and the need for timely case adjudication. The selected providers should be prepared to accept all appointments, whether new or ongoing, as of July 1, 2011. Note, however, that currently appointed attorneys may not be immediately released on a limited number of cases that may be at a critical stage.

7.0 CASELOAD

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

The historical caseload of the Juvenile Dependency Court (Table 2) is distributed among four full time attorneys and 1 half time attorney. A full time attorney's case load is approximately 300 to 400 referrals and a half time attorney's case load is approximately 150 to 200 referrals. Note that each case in Table 2 below may have multiple attorneys assigned representing the parties. Based upon workload and available funding, the Court may adjust the total number of attorneys during the term of this contract.

Table 2: Juvenile Dependency Statistics

Fiscal Year	2008-2009	2009-2010
A. Number of Juveniles Subject of Dependency Petitions		
Original	310	360
Subsequent	61	62
Total	371	424
B. Juvenile Cases Disposed of		
1. Before Hearing		
Original	0	0
Subsequent	0	0
Total	0	0
2. After Hearing		
a. Uncontested		
Original	312	322
Subsequent	58	53
Total	370	375
b. Contested		
Original	24	15
Subsequent	2	3
Total	26	18
3. Disposition Total		
Original	336	337
Subsequent	60	56
Total Dispositions	396	393
C. Other data		
1. Detention Hearings	383	452
2. Annual Reviews	2332	2398

9.0 REPORTING AND BILLING REQUIREMENTS

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

1. Upon Contract Signing. A list of all current cases, including those transferred to Contractor from prior counsel;

2. Monthly Reports. Contractor shall provide statistical information by the 10th of every month to the Court Executive Officer or his or her designee. Specific information will be provided in the manner prescribed by the Court and will include, but will not be limited to, the following:

   a. For newly-appointed cases:

      i. Case number;
      ii. Party represented;
      iii. For sibling groups, number of children represented
      iv. Appointment date;
      v. Initial hearing date;
      vi. Name of appointed attorney;

   b. For cases where representation is terminated:

      i. Case number;
      ii. Date of termination of representation; and
      iii. Reason for termination of representation.

The service provider will be required to submit invoices on standard forms provided by the Court. Failure to accurately complete information required on the billing form will result in rejection of invoices and non-payment for services.

10.0 COST RECOVERY

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

END OF ATTACHMENT C