



Superior Court of California, San Benito County
440 Fifth Street, Room 205
Hollister, CA 95023

COVER SHEET

TO: POTENTIAL PROPOSERS

FROM: Superior Court of California, San Benito County

DATE: July 15, 2010

SUBJECT: REQUEST FOR PROPOSAL FOR JUVENILE DEPENDENCY REPRESENTATION

ACTION REQUIRED: You are invited to respond to this Request for Proposal (RFP).

Proposers may propose changes to the Court's terms and conditions. Please see RFP Section 5.I.I. on page 10 (Statement Regarding Proposed Contract Terms).

PROJECT TITLE: Juvenile Dependency Representation

RFP NUMBER: JDR 2010 B

PROPOSAL DUE DATE AND TIME: Proposal must be received by August 30, 2010, no later than 3:00 p.m. Pacific Time

SUBMISSION: Proposals must be sent to:
Superior Court of California, San Benito County
Attn: Gil Solorio, Project Manager
440 Fifth Street, Room 205
Hollister, CA 95023

CONTACT: All manner of correspondence, including questions must be sent to: tc solicitation@jud.ca.gov

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1.0 GENERAL INFORMATION

- 1.1 The Superior Court of California, San Benito County (the “Court”) is a government entity in the Judicial Branch of the State of California. Its mission is: Rendering fair and equal justice; inspiring confidence and trust in the legal system; and serving the public with courtesy, respect, integrity, professionalism, and efficiency.
- 1.2 The Court is dedicated to maintaining and improving the quality of justice and services to meet the diverse needs of children, youth, families, and self-represented litigants in the California courts.
- 1.3 The San Benito County Juvenile Dependency Court (“Dependency Court”) is the division of the Court that has responsibility for hearing cases involving children who have been abused or neglected. The legal actions heard by the Dependency Court are described in Welfare and Institutions Code sections 300 et seq.
- 1.4 As provided in the California Welfare and Institutions Code §300.2, the purpose of the Dependency 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.”
- 1.5 The mission of the Dependency Court is to protect children, preserve families, and provide permanency for children while treating all with dignity and respecting diversity.
- 1.6 Legal services provided to children and parents will take into consideration issues of diversity, including race, ethnicity, sex, age, sexual orientation, religion, and culture.
- 1.7 The selected proposer will provide legal services approximately from November 1, 2010 to June 30, 2013 with two (2) one-year renewal terms solely at the Court’s option.

2.0 PURPOSE OF RFP

The Court seeks to identify and retain a qualified individual or firm to provide high-quality, cost-effective legal representation for children in juvenile dependency proceedings. This RFP is the means for proposers to submit their qualifications to the Court and request selection to provide services.

3.0 SOLICITATION – RFP SCHEDULE (KEY EVENTS)

- 3.1 The Court has developed the following list of key events from RFP issuance through notice of contract award. All deadlines are subject to change at the Court’s discretion.

No.	Key Events	Key Dates and Times
1	Issue RFP	July 15, 2010
2	Deadline for proposers to register for Pre-Proposal Conference Call	July 22, 2010, 12:00 p.m. (Pacific Time)
3	Pre-Proposal Conference Call	July 23, 2010, 10:30 a.m. (Pacific Time)
4	Deadline for Proposer Questions, and Requests for Clarifications or Modifications to be submitted to tcsolicitation@jud.ca.gov	August 6, 2010, 5:00 p.m. (Pacific Time)
5	Court posts Addendum for Answers, Clarifications or Modifications	August 13, 2010, 5:00 p.m. (Pacific Time)
6	Proposal Due Date and Time	August 30, 2010, 3:00 p.m. (Pacific Time)
7	Potential Interviews (estimated)	September 13 - 17, 2010
8	Notice of Intent to Award (estimated)	September 20, 2010
9	Negotiations (estimated)	September 20 - 24, 2010
10	Notice of Award (estimated)	September 27, 2010

The RFP and any addenda that may be issued will be available on the following website: www.sanbenito.courts.ca.gov.

- 3.2 A pre-proposal conference call will be held on the date and time indicated in the Key Events Table in Section 3.1 under “Pre-Proposal Conference Call”. Proposers are invited to attend by calling into our conference bridge no earlier than five (5) minutes prior to the start of the call at (866) 424-4296, using pass code: 9863283 when prompted.

The pre-proposal conference call will serve to clarify the requirements of this RFP. It is the proposer’s responsibility to become familiar with all information necessary to prepare a proposal. Although participation is not required, vendors planning to submit proposals are strongly encouraged to register for and attend the conference. In the event a bidder is unable to attend the pre-bid conference, an authorized representative may attend on their behalf. A representative may only sign in for one bidder.

Proposers planning to attend the conference should contact tcsolicitation@jud.ca.gov by the date specified in the Key Events Table in Section 3.1 under “Deadline for proposers to register for Pre-Proposal Conference Call” to register.

4.0 SCOPE OF SERVICES

- 4.1 Description. Services are expected to be performed by the selected proposer between November 1, 2010 and June 30, 2013. The services to be provided are

described in the Agreement attached as Attachment 1, Terms and Conditions, including Payment Terms.

- 4.2 Attorney Performance Requirements. All attorneys must comply with the performance requirements set forth in the Agreement attached as Attachment 1, Terms and Conditions including Payment Terms. All attorneys must meet the Standards of Representation set forth in the San Benito Superior Court Local Rules of Court, Rule 13.6. All attorneys must comply with education and training standards outlined in San Benito Superior Court Local Rules, Rule 13.5. These local rules are available at www.sanbenito.courts.ca.gov/local_rules.htm.

4.3 San Benito County Court Facilities and Calendaring System

The Court hears juvenile dependency cases at the courthouse located at 440 Fifth Street, Hollister, CA 95023. Proposers must submit a proposal to represent parties at the current location. No facilities will be provided for the selected proposer. All office space will be the responsibility of the selected proposer.

Below is the current Dependency Court schedule, which is subject to change:

Monday: afternoon, beginning at 1:30pm

Tuesday: no dependency court (see note below)

Wednesday: no dependency court (see note below)

Thursday: no dependency court (see note below)

Friday: no dependency court (see note below)

NOTE: Detention hearings can be scheduled daily, if necessary.

4.4 Scope of Proposal and Objectives of the Request for Proposal

The scope of this proposal is to provide representation for children at all phases of dependency, including without limitation, detention hearings, all subsequent proceedings before the court, in termination proceedings, and in proceedings related to the institution or setting aside of a legal guardianship.

4.5 Caseloads

Currently the caseload varies from 50 to 75cases a year. A proposal should take into account both this range and normal case increases.

5.0 SPECIFICS OF A RESPONSIVE PROPOSAL AND SUBMISSION OF PROPOSALS

- 5.1 The following must be received no later than the Proposal Due Date and Time specified in Section 3.0, Solicitation – RFP Schedule at the address listed on the cover page:

(i) Paper format - **MANDATORY**: One unbound original of the **cost proposal** (as described in Section 5.5) and one separate unbound original of the **technical proposal** (as described in Section 5.5) **MUST** be submitted as part of a proposal; and

(ii) On CDs - **OPTIONAL**: Two electronic copies of the cost proposal and two separate electronic copies of the technical proposal, for a total of four CDs, are **REQUESTED** to be submitted as part of the proposal.

The proposals must be submitted with: (1) the cost proposal in one sealed envelope marked with “Cost Proposal” and (2) the technical proposal placed in a separate sealed envelope marked with “Technical Proposal.” Each envelope must also be marked with the proposer’s name. The two envelopes should then be placed in a single outside envelope. The outside envelope must be sealed and clearly marked with the RFP Number, Project Title, and the Proposal Due Date and Time specified in Section 3.0, Solicitation – RFP Schedule.

The copies of the technical proposal must not include any cost information. Proposals received prior to the Proposal Due Date and Time specified in Section 3.0, Solicitation – RFP Schedule that are marked properly will be securely kept, unopened until the Proposal Due Date and Time specified in Section 3.0, Solicitation – RFP Schedule. Late proposals will not be considered.

- 5.2 All proposals must be delivered via U.S. Mail, express mail carrier, or hand delivery only. A receipt should be requested for hand delivered material.

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The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the Proposal Due Date and Time specified in Section 3.0, Solicitation – RFP Schedule, and at the place specified. The Court shall not be responsible for any delays in delivery.

- 5.3 The Court may contact proposers with follow-up questions to their proposals. Responses to those questions are required, and will be considered part of the proposal.
- 5.4 Proposals shall be valid for 90 calendar days after the Proposal Due Date and Time specified in Section 3.0, Solicitation – RFP Schedule (“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 Proposal Validity End Date.
- 5.5 Proposal Format. The proposal must (i) be organized in the following format and order, and (ii) cover information as specified below. The absence or inadequacy of such information may be grounds for the Court to consider the proposal non-responsive:

Technical Proposal

- Title Page
- Letter of Introduction
- Description of Services to be Provided
- Competency and Experience Requirements (Including Resumes of Key Staff)
- References
- Acceptance of Proposal Conditions
- Financial Statement

- Specified Exceptions to RFP Terms
- Statement Regarding Proposed Contract Terms
- Additional Information

Cost Proposal

- Cost Proposal and Budget

I. Technical Proposal

- A Title Page. The title page will show the proposer's name, the proposal title, and the date submitted.
- B. Letter of Introduction. The proposer must prepare a one-page letter or coversheet including the following information: proposer's name, address, telephone, fax, email, social security number or federal tax identification number, and a statement as to whether the proposer 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 proposer, its mailing and email address, telephone and fax numbers.
- 1 Signatures. The letter and proposal must be signed by a duly authorized representative.
 - If the proposal is made by a sole proprietor, the letter and proposal must be signed by the sole proprietor.
 - If the proposal is made by a partnership, the letter and proposal 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, the letter and proposal 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 the letter and proposal are 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, the letter and proposal 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.
 - If the proposal is made by a public agency, the letter and proposal must be signed by an individual authorized to make representations on behalf of the agency.

- C. Description of Services to be Provided. The proposer must provide detailed information regarding each of the following:
1. Services. Provide a general description of the services to be provided to meet the Scope of Services requirements, as described in Sections 4.2 - 4.3 of this RFP, and Exhibit B of the Agreement attached as Attachment 1, Terms and Conditions, including Payment Terms. Include specific description of how the services will not comply with Sections 4.2 - 4.3 of this RFP and Exhibit B of the Agreement attached as Attachment 1, Terms and Conditions, including Payment Terms.
 2. Organization and Staffing Plan. For all provider types, this section of the proposal must include information regarding the proposer's proposed organizational structure, including the following:
 - A description of the business structure of the proposed representational model (e.g., public agency, private for-profit organizational representation, private non-profit organizational representation, solo practitioner, centrally administered panel, a combination of the preceding, etc.);
 - Number and FTE status of attorneys included in the proposal;
 - Number, classification and FTE status of non-attorney staffing, if applicable;
 - Job descriptions for all employee classifications referenced above, if applicable;
 - Proposed number of clients per attorney (counting each child as a client, irrespective of sibling group affiliation).
 3. Courtroom Coverage and Calendar Management. A Courtroom Coverage and Calendar Management Plan (Plan) that includes each of the following elements must be included:
 - a. A description of how calendaring conflicts with both local non-dependency and out-of-county cases, if applicable, will be avoided.
 - b. A description of how substitute representation will be provided when assigned counsel is unavailable due to vacation, illness, or other unavoidable absence. Substitute counsel must be prepared to address substantive case issues in order to avoid court delay.
 - c. A list of proposed substitute counsel must be included in the Plan. Substitute counsel are subject to the competency and education requirements specified in Section 5.5.I.D below, as well as the performance requirements outlined in Section 4.2 and are subject to the prior approval of the Court.
 4. Supervision. If applicable, the proposer must describe how it will supervise work and work products to ensure the quality and adequacy of dependency representation, for both attorney and non-attorney staff.
 5. Conflicts. Proposals must include a detailed plan for identifying and handling conflict situations. Proposals must describe how all potential levels of conflicts will be addressed. Proposals must describe how secondary conflicts will be identified and avoided, including conflicts that may arise due to counsel's representation of parties in non-dependency matters, if applicable.

6. Facilities. Proposers must identify the proposed locations of office and client interview facilities. If the proposed office location is outside of San Benito County, proposer must, at a minimum, provide a client interview location in San Benito County that is accessible to clients Monday through Friday, and must provide local telephone and fax numbers for client contact. The selected proposer may not use the court facilities as office space or as an interview location.
 7. Reporting and Billing Requirements. Proposals must include a plan for maintaining case and statistical information required for reporting and billing purposes, as specified in Exhibits B and C of the Agreement attached as Attachment 1, Terms and Conditions, including Payment Terms.
- D. Competency and Experience Requirements (Including Resumes of Key Staff)
1. Competency and Continuing Education. The proposer must describe how dependency counsel competency and continuing education requirements will be met, as provided in Rules 13.3 through 13.5 of the Court's Local Rules. Proposals for organizational representation must address how the proposer intends to train and qualify new attorneys to handle cases. The proposer should also describe its plan for continuing education, as described in Local Rule 13.5 and California Rules of Court (CRC) Rule 5.660. The Court's Local Rules may be found at www.sanbenito.courts.ca.gov/local_rules.htm.
CRC 5.660 may be found at www.courtinfo.ca.gov/rules/documents/pdfFiles/title_5.pdf.
 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 San Benito Superior Court Local Rules, Rules 13.3 through 13.5.
- E. References. Contact person and organization names, addresses, and telephone numbers must be provided for a minimum of five (5) references. References may be judicial officers; attorneys who are familiar with the provider's dependency representation, including opposing counsel; and system partners such as the County's Health and Human Services Agency staff. The Court may check references provided by the proposer. Proposer may identify other courts for which it has provided dependency services; if such courts are identified, proposer must state in this section of the proposal that it agrees to the Court contacting those courts.
- F. Acceptance of Proposal Conditions. By submitting a proposal, the proposer affirms and must state in this section of the proposal that it accepts the following conditions, any of which may be included in the contract to be entered into between the Court and the selected proposer:
1. The Court may require whatever supporting documentation it deems necessary relative to the proposer's financial ability to complete the services of the contract.
 2. The Court reserves the right to ask for further information from the proposer, either in writing or verbally; any such requests will be

- addressed to that person or persons authorized by the proposer to represent the proposer.
3. The Court reserves the sole right to evaluate the proposer's personnel identified in the proposal.
 4. The Court may choose a selected proposer from those proposers who submit proposals. The 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 proposer has been selected by the evaluation panel, the Court and the proposer will negotiate a final contract based on the Contract Terms in Attachment 1, Terms and Conditions, including Payment Terms. Proposer understands that it must identify any proposed changes to the Contract Terms as part of its proposal. See Section I below.
 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 proposer, the Court reserves the right to select an alternate proposer.
 7. Conditions to be accepted if any work is subcontracted:
 - a. The proposer is the prime and responsible party for contracting and communicating the work to be performed and for channeling other information between the Court and subcontractors;
 - b. All subcontractors are subject to the Court's prior approval; and
 - c. Proposer shall ensure that any subcontractors are bound by the terms of the contract that results from this RFP.
 8. The proposer assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by its own organization or is subcontracted to another.
- G. Financial Statement. The proposal must include a statement that the proposer is financially capable of supporting the operation for 75 days prior to the first payment from the Court. The statement must describe how this will be accomplished. After receipt of a proper invoice, first payment for services will be forwarded to the selected proposer via U.S. mail, within 60 days after the first 30 days of service. Thereafter, the selected proposer may bill on a monthly basis; the Court will pay valid invoices as described in the Agreement.
- H. Specified Exceptions to RFP Terms. Within their quotations, proposers must identify any section of this RFP not already noted in Section 5.5.I.F. above to which they take exception. Proposers must identify the specific section, paragraph and reason for the exception. If the proposer does not expressly take exception in its proposal, the proposer will be deemed to have indicated its agreement.
- I. Statement Regarding Proposed Contract Terms. The Contract with the selected proposer will be signed by the parties on a Court Standard Agreement form and will be based on the Contract Terms included as Attachment 1, Terms and Conditions, including Payment Terms. Additional terms and conditions appropriate for this project may be included in the final agreement.

The proposal must include a statement as to whether the proposer accepts the terms and conditions set forth in Attachment 1, Terms and Conditions, including Payment Terms and the Scope of Services set forth in Section 4.0, Scope of Services, or whether the proposer takes any exceptions to those terms. The proposer will be deemed to have accepted such terms and conditions and service requirements, except as is expressly called out in the proposal. If exceptions are taken, proposer must submit a “redlined” version of the term or condition showing all proposed modifications. The proposer must provide an explanation as to why the modification is required.

Although the Court will consider alternate language, the Court will not be bound by contract language received as part of a proposal. If the proposer 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. If the Court enters into negotiations and the parties do not reach an agreement, the Court can negotiate with other proposers or make no award under this RFP. The Court reserves the right to award a Contract, if any, without negotiations.

- J. Additional Information. Material and data not specifically requested for evaluation, but which the proposer 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 proposer wishes to present, this section will consist of the statement: “There is no additional data we wish to present.”

II. Cost Proposal

A. Cost Proposal and Budget

1. Cost Proposal and Detailed Program Budget. The proposer must specify the total maximum cost to the Court for the project for the following periods: November 1, 2010 through June 30, 2011; July 1, 2011 through June 30, 2012; and July 1, 2012 through June 30, 2013. **Proposers must include a statement in this section of their proposal that their cost proposal is being submitted with clear understanding that it is final and shall not be exceeded.**

Proposers must also provide in this section of the proposal detailed line item annual (or partial year as applicable) budgets for the periods: November 1, 2010 through June 30, 2011, July 1, 2011 through June 30, 2012 and July 1, 2012 through June 30, 2013, showing a roll-up to their total cost proposal for services.

A Budget Template in Excel format is provided in Appendix A, Budget Template for *completion* by the proposer. This template includes the following line items:

- Personnel
- Benefits
- Additional Professional Services (e.g., interpreters)
- Travel
- Training

- Insurance: These costs must reflect coverage levels as outlined in Attachment 1, Terms and Conditions, including Payment Terms. Deductible amounts must be provided in the budget narrative. If the proposer wishes to propose different types and/or levels of coverage from those identified in Attachment 1, Terms and Conditions, including Payment Terms, proposer must indicate the following:
 - Types of coverage,
 - Coverage levels, and
 - Deductible amounts
- Rent
- Other overhead

All proposers are required to complete parts B and C of the Budget Template provided in Appendix A, Budget Template. Proposers whose proposals include staff must also complete part A of the Budget Template. All proposers are requested to submit an electronic copy of the completed Budget Template to the Court, as specified in Section 5.1, above.

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

2. 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.
3. The budget summary should also propose an average cost per client. It is the Court's preference that the budget summary reveals the calculations used to determine the costs contained in the proposer's proposal.

6.0 CONTACT WITH COURT

All questions or comments regarding this RFP must be submitted via email to **tcsolicitation@jud.ca.gov**. At no time and under absolutely no circumstances shall proposers contact the Court Project Manager or any Court personnel or anyone else in the State of California Judicial Branch prior to an award regarding this solicitation. Unauthorized contact regarding this solicitation with any Court personnel or anyone else in the State of California Judicial Branch may be cause for rejection of the proposer's response.

7.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the Court to determine the proposer'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:

- PLAN FOR SERVICES. Assessment of whether the Plan meets the requirements of the Court.
- COST. Reasonableness of the cost of the proposer's proposal.
- EXPERIENCE. Related experience, background and professional qualifications of the proposer's primary service provider and staff (legal and non-legal) who are responsible for providing the services.
- ONGOING TRAINING. Internal training, mentoring and continuing education program for new and ongoing staff, if proposal is for organization representation.

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

8.0 ADDITIONAL REQUIREMENTS

It may be necessary to interview proposers to clarify aspects of their proposals. If conducted, interviews will likely be conducted by telephone conference call. The Court will notify proposers regarding the interview arrangements.

9.0 CONTRACT TERMS

The requested services will be provided pursuant to terms substantially in the form of the Agreement attached as Attachment 1, Terms and Conditions, including Payment Terms. Submittal of a proposal indicates that the proposer accepts these terms and conditions, unless otherwise stated in the proposal per RFP Section 5.5.I.I.

10.0 KNOWLEDGE OF REQUIREMENTS

The proposer must ensure that all information required to properly respond to this RFP has been submitted and all requirements are priced in the proposal. Failure to examine any document, specification, or instruction will be at the proposer's sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda.

11.0 PAYMENT METHODS

The Court will not pay for services prior to delivery and acceptance of each Deliverable/Report outlined in the Scope of Service. The selected proposer shall not request nor shall the Court consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job, nor will the Court pay for any overtime work. All fees and charges proposed should be inclusive of any and all anticipated travel, lodging, transportation, clerical support, materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements of this RFP.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

All materials submitted in response to this solicitation will become the property of Court and will be returned only at Court's option and at the expense of the proposer submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a proposer considers as confidential but does not meet the disclosure exemption requirements of the Rule of Court 10.500 should not be included in the proposer's proposal as it may be made available to the public.

13.0 REQUEST FOR CLARIFICATIONS OR MODIFICATIONS

13.1 Proposers interested in responding to this solicitation must submit ALL questions on procedural matters related to the RFP or requests for clarification or modification of this RFP via email to tcsolicitation@jud.ca.gov by the Deadline for Proposer Questions, and Requests for Clarifications or Modifications to be submitted to tcsolicitation@jud.ca.gov specified in Section 3.0, Solicitation – RFP Schedule. If the proposer is requesting a change, the request must set forth

the recommended change and the proposer's reasons for proposing the change. Questions or requests submitted after the deadline will not be answered. Without disclosing the source of the question or request, a copy of all submitted questions and the Court's respective responses will be provided simultaneously via email to all potential proposers.

- 13.2 If a proposer submitting a proposal believes that one or more of the RFP's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the proposer may submit a written request that the RFP be changed. The request must set forth the recommended change and the proposer's reasons for proposing the change. Any such request must be submitted to **tcsolicitation@jud.ca.gov** by the Deadline for Proposer Questions, and Requests for Clarifications or Modifications to be submitted to tcsolicitation@jud.ca.gov specified in Section 3.0, Solicitation – RFP Schedule.
- 13.3 If a proposer's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the proposer may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the proposer 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 proposer will be notified.

14.0 AMBIGUITY, DISCREPANCIES, OMISSIONS

If a proposer submitting a proposal discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the proposer shall immediately provide notice of the problem and request that the RFP be clarified or modified. Notice shall be submitted via e-mail to **tcsolicitation@jud.ca.gov**.

15.0 ADDENDA

The Court may modify this RFP prior to the date fixed for submission of proposals by notifying potential proposers to whom the RFP was sent and posting an addendum on the Court's website. If a potential proposer determines that an addendum unnecessarily restricts its ability to bid, it must notify the Court no later than one day following the posting of the addendum via email to **tcsolicitation@jud.ca.gov**.

16.0 WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A proposer may withdraw its proposal at any time prior to the Proposal Due Date and Time specified in Section 3.0, Solicitation – RFP Schedule by notifying the Court in writing of its withdrawal. The notice must be signed by a duly authorized representative of the proposer (see Section 5.5.I.B.(1) regarding duly authorized representatives). The proposer 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 specified in Section 3.0, Solicitation – RFP Schedule. 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 specified in Section 3.0, Solicitation – RFP Schedule.

17.0 DECISION AND AWARD OF CONTRACT

- 17.1 Questions regarding the Court’s award of any business on the basis of proposals submitted in response to this RFP or on any related matter should be addressed to **tesolicitation@jud.ca.gov**. The question will be forwarded to the appropriate contracting officer.
- 17.2 An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with the requirements of this RFP. If a proposal fails to meet a material requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the RFP. Material deviations cannot be waived. Immaterial deviations may cause a proposal to be rejected.
- 17.3 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.
- 17.4 The Cost Proposal will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the Cost Proposal must be clearly legible.
- 17.5 The Court will make a reasonable effort to execute any contract based on this RFP within thirty (30) days of selecting a proposal that best meets its requirements. However, exceptions taken by a proposer may delay execution of a contract.

18.0 RIGHTS

- 18.1 The Court reserves the right to reject any and all proposals, in whole or in part, as well as the right to solicit similar proposals in the future. The proposal is in no way an agreement, obligation, or contract and in no way is the Court responsible for the cost of preparing a project plan or the proposal.
- 18.2 The Court may or may not waive an immaterial deviation or defect in a proposal. The Court’s waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a proposer from full compliance with RFP requirements. 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 proposers if it is deemed in the Court’s best interest.
- 18.3 The Court reserves the right to determine the suitability of proposals for contracts on the basis of a proposal’s meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed and cost.

19.0 COURT PROJECT MANAGER

The Project Manager for this RFP is:

Gil Solorio
Superior Court of California, San Benito County
440 Fifth Street, Room 205
Hollister, CA 95023

20.0 PROTEST PROCEDURES

- 20.1 General: Failure of a proposer to comply with the protest procedures set forth in this section will render a protest inadequate and non-responsive, and will result in rejection of the protest.
- 20.2 Prior to Submission of Proposal: 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 Due Date and Time specified in Section 3.0, Solicitation – RFP Schedule. The protestor shall have exhausted all administrative remedies discussed in this RFP prior to submitting the protest. Failure to do so may be grounds for denying the protest.
- 20.3 After Award: A proposer who submitted an on-time 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 protestor has submitted a proposal that it believes to be responsive to the RFP;
 - B. The protestor 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 protestor believes that the Court has incorrectly selected another proposer for an award.

Protests must be received no later than five (5) business days after the protestor receives a non-award letter.

- 20.4 Form of Protest: A proposer who is qualified to protest must submit the protest to the Project Manager identified on the coversheet of this RFP.
- 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 must include the name, address, telephone and facsimile numbers, and email address of the protestor or its representative.
 - C. The title of the RFP under which the protest is submitted must be included.
 - D. A detailed description of the specific legal and factual grounds of protest and any supporting documentation must be included.
 - E. The specific 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.

- 20.5 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 and Time. If required, the Court may extend the Proposal Due Date and Time to allow for a reasonable time to review the protest. If the protestor elects to appeal the decision, the protestor 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.

20.6 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 protestor 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 protestor. If the protestor elects to appeal the decision, the protestor 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.

20.7 Appeals Process: The Court's decision shall be considered the final action, unless the protestor thereafter seeks an appeal of the decision by filing a request for appeal with the Presiding Judge, at the same address noted on the coversheet of this RFP, within five (5) calendar days of the issuance of the initial 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 initial decision contained errors of fact, and that such errors of fact were significant and material factors in the decision; or
- C. The initial decision was in error of law or regulation.

The proposer's request for appeal must include:

- A. The name, address, telephone and facsimile numbers, and email address of the protestor or its representative;
- B. A copy of the initial 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 Presiding Judge will review the request and the initial decision and shall issue a final determination.

20.8 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 protestor 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.

21. PRESS RELEASES

Press releases or other public announcements relating to the award of a contract may not be made without prior written approval of the Court's CEO.

**ATTACHMENT 1
TERMS AND CONDITIONS**

Superior Court of California, County of San Benito
AGREEMENT COVERSHEET

AGREEMENT NUMBER [Agreement Number]
FEDERAL EMPLOYER ID NUMBER [Fed. Employer ID Number]

1. In this Agreement, the term “Contractor” refers to **[Contractor name]**, and the term “Court” refers to the Superior Court of California, County of San Benito.
2. This Agreement becomes effective as of **[Date]** (the “Effective Date”) and expires on **[Date]**.
3. The maximum amount that the Court may pay Contractor under this Agreement is **[\$Dollar Amount]**. The maximum amount that the Court may pay Contractor during any fiscal year during the term of this Agreement is **\$\$[Dollar Amount]**.
4. The title of this Agreement is: San Benito Dependency Counsel Agreement.

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

5. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties’ entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibit A, C, and B.

- Exhibit A – Terms and Conditions
- Exhibit B – Scope of Service and Service Levels
- Exhibit C – Payment Terms

COURT’S SIGNATURE	CONTRACTOR’S SIGNATURE
Superior Court of California, County of San Benito	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) [Contractor name]
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Gil Solorio, Court Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
ADDRESS 440 Fifth Street, Room 205 Hollister, CA 95023	ADDRESS [Address]

EXHIBIT A
TERMS AND CONDITIONS

A.1. Definitions

When capitalized in this Agreement, the following words have the following meanings:

- A. “**Amendment**” means a written document issued by the Court and signed by the Contractor which alters the Agreement 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.
- B. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the business of the Court or any other Judicial Branch Entity. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a third party free of the obligation of confidentiality to the disclosing party.
- C. “**Contract**” mean(s) the entire integrated agreement between the Court and the Contractor, as attached to and incorporated by a fully-executed Coversheet issued by the Court. The term “Contract” may be used interchangeably with the term “**Agreement**.”
- D. “**Contract Amount**” means the maximum amount the Court may pay Contractor under this Agreement. The Contract Amount is stated on the Coversheet, as amended from time to time.
- E. “**Coversheet**” means the form used by the Court which is the signature page of the Agreement.
- F. “**Data**” has the meaning set forth in paragraph A.13.
- G. “**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.
- H. “**Judicial Branch Entity(ies)**” has the meaning stated in Government Code sections 900.3 and 940.3: any superior court, Court of Appeal, the Supreme Court, the Judicial Council, or the Administrative Office of the Courts.

- I. **“Judicial Branch Individuals”** means judges, judicial officers, subordinate judicial officers, directors, officers, members, employees, agents, consultants and volunteers of a Judicial Branch Entity.
- J. **“Services”** means the services to be performed by the Contractor under this Agreement, as set forth in Exhibit B.
- K. **“Subcontractor”** means 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.

A.2. Independent Contractor

Contractor is an independent contractor, and is not an employee or agent of the Court, and is not covered by any employee benefit plans provided to Court employees. Contractor is liable for the acts and omissions of itself, its employees, its Subcontractors and its agents. Nothing in this Agreement is to be construed as creating an employment or agency relationship between the Court and Contractor. Contractor will determine the method, details and means of performing the Services, including 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 is 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. If the Internal Revenue Service or any other governmental agency inquires about Contractor’s status as an independent contractor, Contractor must inform the Court and let the Court or its designee participate in any discussion or negotiation with the agency. Contractor must provide its own office space and interview locations. Contractor may not use the court facilities as office space or as an interview location.

A.3. Quality of Services

Contractor’s employees, Subcontractors, and agents assigned to perform any Services under this Agreement must have the skills, training, and background reasonably commensurate with his or her responsibilities. The Services must be performed in good faith and in a competent and timely manner consistent with professional standards for such work. The Services must conform to the requirements of this Agreement and not infringe upon the rights of third parties. Without limiting the foregoing, Contractor must 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, California Rules of Court, rule 5.660, and Chapter 13 of the Superior Court of California, County of San Benito Local Rules.

(b) Provide competent attorneys to render the Services. Contractor’s attorneys must participate regularly in continuing legal education activities respecting juvenile dependency issues, and must 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 the proceedings, and the applicable procedures for filing petitions for extraordinary writs and other documents.

(c) Not restrict its attorneys’ abilities to serve on countywide committees, or their abilities 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) Comply with Business and Professions Code section 6000 et seq., also known as the State Bar Act, and the Rules of Professional Conduct of the State Bar of California.

A.4. Court's Quality Assurance Plan

The Court or its designee may evaluate Contractor's performance under this Agreement. This evaluation may include assessing Contractor's compliance with all Agreement terms and performance standards.

(a) The Court may perform annual peer, client and judicial officer evaluation of attorneys, including attorneys providing services on a subcontracting basis. Contractor agrees to participate in the evaluation process by providing information requested by the Court.

(b) Contractor's deficiencies which the Court 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 Court, the Court may terminate this Agreement for cause or impose other penalties as specified in this Agreement. Any evaluation of Contractor's performance conducted by the Court is not to be construed as an acceptance of Contractor's work product or methods of performance. Contractor is solely responsible for the work product it delivers under this Agreement.

A.5. Subcontracting

Contractor is prohibited from subcontracting any Services under this Agreement, unless such subcontracting is first approved by the Court in an Amendment to this Agreement. Any subcontracting agreement which violates this paragraph is void.

If requested by the Court, Contractor will provide documentation that the proposed Subcontractor is experienced and able to perform that portion of the Services Contractor wishes to subcontract. Contractor must require all Subcontractors to comply with the provisions of this Agreement. Contractor will provide copies to the Court of all agreements with Subcontractors who perform Services under this Agreement. The Court's approval of subcontracts does not excuse Contractor from any of its duties under this Agreement.

A.6. Indemnification

Contractor must defend (with counsel satisfactory to the Administrative Office of the Courts), hold harmless and indemnify Judicial Branch Entities and Judicial Branch Individuals from all claims, losses, and expenses, including attorney fees and costs, resulting from (i) a matter or event related to the Services, (ii) a matter or event related to Contractor's or its Subcontractors' acts or omissions related to the performance of this Agreement, or (iii) Contractor's breach under this Agreement, except to the extent a claim or loss is due to the active negligence or willful misconduct of an indemnified party.

A.7. Insurance

a. Basic Coverage. Contractor must provide and maintain at Contractor's expense the following insurance during the term of this Agreement:

- (i) Workers Compensation and Employer's Liability. The policy is required only if Contractor has employees. It must include Workers' Compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$500,000 per accident or disease.

- (ii) Commercial General Liability. The policy must provide 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) Professional Liability. The policy must cover liability resulting from acts, errors or omissions committed in Contractor’s performance of Services under this Agreement, at minimum limits of \$1 million per claim.
 - (iv) Commercial Automobile Liability. The policy (which may be personal automobile liability if Contractor is an individual with no transportation or hauling responsibilities under this Agreement) must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor’s performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million for any accident or loss.
- b. “Claims Made” Coverage. If any required policy is written on a “claims made” form, Contractor must maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three years beyond the termination or expiration of this Agreement and Court’s acceptance of all Services provided under this Agreement. The retroactive date or “prior acts inclusion date” of any “claims made” policy must be no later than the date that Services commence under this Agreement.
- c. Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial excess or umbrella liability insurance.
- d. Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- e. Deductibles and Self-Insured Retentions. Contractor must declare to the Court all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to approval by the Court. Deductibles and self-insured retentions do not limit Contractor’s liability.
- f. Certificates of Insurance. Before Contractor begins performing Services, Contractor must give the Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) calendar days’ prior written notice to the Court. Certificates of the following policies must include an additional insured endorsement naming Judicial Branch Entities and Judicial Branch Individuals as additional insureds:
- (i) Commercial general liability insurance;
 - (ii) Commercial automobile liability basic coverage insurance; and
 - (iii) Commercial umbrella liability insurance, if maintained in lieu of (i) or (ii) above.
- g. Qualifying Insurers. For insurance to satisfy the requirements of this paragraph A.7, all required insurance must be issued by an insurer with an A.M. Best rating of A- or better that is approved to do business in the State of California.

- h. Required Policy Provisions. Each policy must provide, as follows:
- (i) Insurance Primary; Waiver of Subrogation. The basic coverage provided is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Individuals, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Individuals; and
 - (ii) Separation of Insureds. The commercial general liability policy, or, if maintained in lieu of that policy, the commercial umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability;
- i. Partnerships. If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:
- (i) Separate. Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or
 - (ii) Joint. Joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- j. Consequences of Lapse. If required insurance lapses during the term of this Agreement, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

A.8. Termination for Cause

- a. Default. Each of the following constitutes a default under this Agreement:
- (i) Contractor fails, is unable, or refuses to perform any duty of Contractor under this Agreement and (1) is incapable of curing this failure or (2) does not cure this failure within ten (10) business days following notice from the Court (or within a longer period if specified in the notice).
 - (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) calendar 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. If a default exists under this Agreement, the Court may terminate all or any part of this Agreement by notice to Contractor or seek specific performance of all or any part of this Agreement. In addition, the Court may cure or cause to be cured on behalf of Contractor any default. Contractor must pay to the Court on demand all costs, fees, and expenses incurred by the Court in effecting a cure, with interest from the date incurred at the maximum rate then permitted by law. The Court may offset from any amounts due to Contractor under this Agreement, or any other agreement between the Court and Contractor, all costs, fees, and expenses incurred by the Court as a result of Contractor's default. The Court may also require Contractor to enter into non-binding mediation.

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 Court 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 Court's budget, funding or financial resources. Such termination is in addition to the Court's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: (i) the Court will pay only for Services rendered and expenses incurred under this Agreement prior to the effective date of termination; (ii) Contractor will be released from any further obligation to provide the Services affected by such termination; and (iii) termination will not prejudice any other right or remedy available to the Court.

A.10. Termination for Convenience

The Court may terminate this Agreement, in whole or in part, for convenience and without cause, by giving Contractor at least thirty (30) calendar days' prior written notice of termination. The notice must state the date when termination is effective.

A.11. Actions of Contractor Upon Termination.

Immediately upon receipt of the notice, Contractor must commence and perform, with diligence, all actions necessary for Contractor to effect the termination of this Agreement on the date specified by the Court and to minimize the liability of Contractor and the Court to third parties as a result of termination. Without limiting the foregoing, Contractor will transfer all client files as directed by the Court. Contractor's actions are subject to the prior approval of the Court, at the Court's sole discretion, and must be in accordance with the attorneys' obligations to their clients.

a. Withdrawal and Tail Representation. Contractor must 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) as described in paragraph A.11.a above. If Contractor cannot be released from performing Services due to an inability to withdraw as described in paragraph A.11.a, Contractor must give the Court as much notice as possible before the date on which the termination is effective. Contractor's notice must describe each affected matter and the basis for the Contractor's inability to withdraw, and the Contractor and the Court will then confer in good faith. If a court orders Contractor to maintain certain representations or, using its reasonable judgment, the Court determines that Contractor's assertions of its inability to withdraw warrant continued representation because withdrawal is not permitted for the reasons described in paragraph A.11.a, then, until the date when this Agreement would have expired (had it not been earlier terminated by the Court) as stated in the Coversheet or any Amendment to the Coversheet, the following provisions apply:

- (i) Contractor's duties under this Agreement will continue after the termination date solely for the affected matters.
- (ii) Compensation after the termination date will be at a rate of \$_____ per hour for legal services provided in connection with the affected matters.
- (iii) The Court will reimburse Contractor for any direct, reasonable, actual expenditures for long distance telephone and, if contained in a court order, actual expenditures for third-party experts in connection with the affected matters.

A.12. Effect of Termination

In addition to any other remedies and actions described 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 Court will pay for Contractor's Services satisfactorily performed through the date of termination except that Contractor's total compensation under this Agreement will not exceed the Contract Amount.
- b. Offset and Deduction. The Court may deduct from any payment upon termination:
 - (i) All payments previously made by the Court for Services covered by Contractor's final invoice.
 - (ii) The amount of any claim that the Court may have against Contractor in connection with this Agreement.
 - (iii) Where Contractor is terminated for cause, and the Court obtains or provides services to remedy the results of Contractor's inadequately performed Services, the Court may deduct, from any amounts owed Contractor, the Court's good faith estimate of the reasonable cost to remedy the inadequately performed Services.

A.13. Ownership of Data

Everything created, developed or produced in the course of Contractor's direct or indirect performance of the Services, including 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 the Contractor for the Court and are the sole property of the Court without the payment of additional compensation to Contractor. Contractor must provide the Court with all Data within thirty (30) calendar days of the Court'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 a Judicial Branch Entity

Contractor may have access to private or Confidential Information that may be owned or controlled by, or entrusted to, the Court, another Judicial Branch Entity or Judicial Branch Individuals and disclosure of this information to third parties may be damaging to the Court or other Judicial Branch Entity. Contractor agrees that all information disclosed to Contractor in connection with this Agreement will be held in confidence and used only to perform Services. Contractor will 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.

Contractor may, however, 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, if the Contractor gives the Court reasonable prior notice of its intention to disclose so the Court or other Judicial Branch Entity has 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 that injunctive relief for any breach or threatened breach is available to the Court or any other Judicial Branch Entity without the posting of any bond.

A.15. Audit and Retention of Records

Contractor will permit authorized representatives of the Court or any other Judicial Branch Entity at any reasonable time to inspect, copy, or audit any and all records and documentation related to the performance of this Agreement, including records related to billings and other financial records. Contractor will allow the auditor(s) access to these records during normal business hours and will allow the auditor(s) to interview any employees or others who might reasonably have information related to these records. Further, Contractor will include a similar right of the Court to audit records and interview staff in any subcontract related to performance of this Agreement. Contractor will maintain all records and documentation related to the performance of this Agreement, including records related to billings and other financial records, in an accessible location and condition for a period of not less than four years after final payment is received under this Agreement or until after final audit has been resolved, whichever is later. Contractor will adequately protect all records against fire or other damage.

A.16. Accounting System Requirements

Contractor will maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles (GAAP).

A.17. Representations and Warranties

- a. Contractor's Representations and Warranties. Contractor represents and warrants that the following statements are true:
 - (i) No Gratuities. Contractor, including any Subcontractor, has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any Judicial Branch Individual with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
 - (ii) No Conflict of Interest. Contractor, including any Subcontractor, has no interest that would constitute a conflict of interest under California Government Code section 1090 et seq. or section 87100 et seq., or under California Rules of Court, rules 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities. Also, Contractor and employees of Contractor will 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.
 - (iii) No Interference with other Agreements. This Agreement does not constitute a conflict of interest or default under any of Contractor's or its Subcontractor's other agreements.

- (iv) No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's or its Subcontractor's ability to perform the Services.
- (v) Drug Free Workplace. Contractor, including any Subcontractor, provides a drug-free workplace as required by California Government Code sections 8355–8357.
- (vi) Work Eligibility. Contractor's and any Subcontractor's personnel who perform Services or have access to Data are able to work legally in the United States and possess valid proof of work eligibility.
- (vii) Pro Bono Work.
 - (a) Applicability. This provision applies to Contractor only if the Contract Amount is greater than \$50,000.
 - (b) Good Faith Efforts. Contractor must make a good faith effort during the term of this Agreement to provide pro bono legal services as set forth in California Business and Professions Code section 6072.
 - (c) Non-Compliance. If applicable, the Court may take Contractor's failure into account in connection with any Amendment, including any extension, of this Agreement, and when determining the award of future contracts.
- (ix) Compliance with Laws.
 - (a) General. Contractor, including any Subcontractor, is in compliance with all laws, rules and regulations applicable to its business, including the Rules of Professional Conduct of the State Bar of California.
 - (b) Specific.
 - I. Non-discrimination. Contractor, including any Subcontractor, does not unlawfully discriminate against any employee or applicant for employment because of age (forty (40) and over), ancestry, color, creed, disability (mental or physical, including HIV or AIDS), marital or domestic partner status, medical condition (including cancer or genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender identity), and sexual orientation.
 - II. No Harassment. Contractor, including any Subcontractor, does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement. Contractor takes all reasonable steps to prevent unlawful harassment from occurring.
 - III. Employment and Labor Laws. Contractor, including any Subcontractor, also complies with applicable provisions of the federal Americans with Disabilities Act (42 U.S.C. § 12101, et seq.), California's Fair Employment and Housing Act, California Government Code section 12990 et seq., and California Code of Regulations, title 2, section 7285 et seq.
- (x) Signature Authority. The person who signs this Agreement on behalf of Contractor is authorized to do so.

- b. Representations and Warranties to Remain True. During the term of this Agreement, Contractor must not take any action, or omit to perform any act, that may result in a representation and warranty becoming untrue. Contractor must immediately notify the Court if any representation and warranty becomes untrue.

A.18. General

- a. Survival. Termination or expiration of this Agreement will not affect the rights and obligations of the parties that accrue prior to the effective date of termination or expiration, except as otherwise expressly stated in this Agreement.
- b. No Publicity. Contractor must not make any public announcement or press release about this Agreement without the Court's written approval.
- c. Assignment. The Services to be performed by Contractor are personal in nature and Contractor must not assign this Agreement or delegate any duties or obligations unless the assignment or delegation is first approved by the Court in an Amendment to this Agreement. Any assignment or delegation which violates this paragraph is void.
- d. Waiver. A party's waiver of enforcement of any term or condition of this Agreement will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.
- e. Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable and will be enforced to the maximum extent possible to effect the reasonable intent of the parties.
- f. Permits. Contractor must keep in force during the term of this Agreement all permits, licenses and qualifications necessary for the performance of the Services at no expense to the Court.
- g. Time is of the Essence. Time is of the essence in the performance of Services under this Agreement.
- h. Governing Law. California law, without regard to its choice-of-law provisions, governs this Agreement.
- i. Agreement Construction. Headings or captions are for reference purposes only and do not affect the interpretation of this Agreement. Both parties negotiated this Agreement and neither party prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654. The term "including" means "including without limitation."
- j. Notices to the Parties. Notices under this Agreement must be in writing. Notices must be delivered in person, via a reputable express carrier, or by registered or certified mail (postage prepaid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable. Notices will be addressed to the parties at the addresses listed below:

To the Court: Superior Court of California, County of San Benito
Attn: Gil Solorio, Project Manager
440 Fifth Street, Room 205
Hollister, CA 95023

To Contractor:

k. Amendments. No amendment to this Agreement will be effective unless it constitutes an Amendment and is signed by both parties.

l. Entire Agreement. This Agreement, consisting of the Coversheet and all exhibits and attachments, is the entire agreement between the parties with respect to the Services and supersedes all prior or contemporaneous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties.

END OF EXHIBIT A

TERMS AND CONDITIONS - EXHIBIT B
SCOPE OF SERVICES AND SERVICE LEVELS

B.1. Scope of Services

Contractor will provide representation for all children requiring court-appointed counsel at all phases of dependency proceedings in the Court, including without limitation, detention hearings, all subsequent proceedings before the court, in termination proceedings, and in proceedings related to the institution or setting aside of a legal guardianship. As of the Effective Date, there are approximately 125 such children. The client number is a point-in-time figure. This representation requires, but is not limited to, adherence to the following performance standards:

1. Establishing and maintaining an attorney-client relationship;
2. Visiting the client at each new placement, whenever feasible;
3. Conducting thorough, continuing, and independent investigations and interviews at every stage of the proceedings;
4. Determining the client's interests and desires and advocating for those interests and desires;
5. Contacting social workers and other professionals associated with the client's case prior to each hearing, whenever practical and appropriate. This includes contacting Court Appointed Special Advocates (CASA) and school personnel;
6. Requesting services (by court order if necessary) to access entitlements and to ensure a comprehensive service plan. This includes requesting services related to Individualized Education Plans (IEPs) and attending meetings related to the client, as practical and appropriate;
7. Monitoring compliance with court orders, including provision of and effectiveness of court-ordered services;
8. Filing pleadings, motions, responses, or objections as necessary to represent the client;
9. Preparing for and participating in all hearings, including Welfare and Institutions Code section 241.1 hearings pertaining to current juvenile dependents with a goal of maintaining the dependency jurisdiction wherever possible and appropriate;
10. Investigating the interests of the client beyond the scope of the juvenile dependency proceeding and notifying the Court of issues on behalf of the client, administratively or judicially. These interests may include:
 - a. School/special education issues;
 - b. Mental health assessment and treatment;
 - c. Immigration;
 - d. Personal injury; and
 - e. Delinquency or status offender matters;

Contractor is not required to provide legal representation regarding any of the above-referenced interests and any representation of these interests is beyond the scope of Services;

11. 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;
12. Determining if appeals and writs are appropriate and, where necessary, filing writs and notices of appeal; and
13. Arranging for substitute representation where necessary to avoid Court delay.

B.2. Conflicts Avoidance

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

1. New Appointments

- Contractor must establish procedures to check for conflicts of interest, and must decline appointment of new clients who present a conflict of interest with Contractor's present clients.

2. Ongoing Clients

- Contractor must establish procedures to determine whether actual conflicts of interest arise among current clients, including within sibling groups, and must advise the Court when such conflicts arise and seek to be relieved of appointment in such cases.

B.3. Education and Training

Contractor must comply with the education and training standards outlined in the California Rules of Court, rule 5.660, and Chapter 13 of the Superior Court of California, County of San Benito Local Rules. Contractor must attend statewide trainings or conferences as required by the Court.

B.4. System Meetings

Upon request of the Court, Contractor must participate in system meetings that are intended to improve services for children and families in Dependency Court.

B.5. Staffing and Service Level

Contractor will maintain adequate staff to perform the Services (as defined in Exhibit A).

In the event that the number of clients represented by Contractor increases or decreases by 25 percent or more over any consecutive three-month period within the term of the contract, the Court and the Contractor agree to discuss and renegotiate the level of staffing and payment to Contractor that is required under this Agreement.

B.6. Case Reports and Maintenance of Records

Contractor must provide the following case management reports to the Court. Reports must comply with the requirements set forth in Appendix A, as well as other requirements prescribed by the Court.

1. Upon Contract Signing. Contractor must provide a list of all current cases, including those transferred to Contractor from prior counsel. The report will be in the form specified in Appendix A.
2. Monthly Reports.
 - a. Staffing. Contractor must provide a staffing report, new appointment report, and closed case report to the Court on a monthly basis. These monthly reports will be on the forms specified in Appendix A.
 - b. Workload. Contractor must provide detailed statistical workload data to the Court for each month (or portion thereof) during the term of this Agreement. Data will be provided by Contractor in the manner prescribed by the Court and will include, but will not be limited to, the following information for all ongoing cases:
 - i. The amount of out-of-court time spent on each case each day, including a breakdown of

time spent on specific tasks for each case; and

ii. The amount of time spent in court each day, including a daily list of the types of hearings for which an appearance is made.

B.7. Cost Recovery

The Court may implement a cost recovery program for dependency counsel services during the term of this Agreement. In the event that a cost recovery program is implemented, Contractor must participate in that effort. Participation may include, but is not limited to the distribution and collection of client financial declaration forms upon initial appointment.

END OF EXHIBIT B

TERMS AND CONDITIONS - EXHIBIT C
PAYMENT TERMS

C.1. Compensation

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

Fiscal (or partial) Year	Annual Amount
November 1, 2010-June 30, 2011	
2011-2012	
2012-2013	

Funds for a fiscal year are available at the point the Budget Act of said fiscal year passes; e.g., fiscal year 20XX–20YY funds are available at the point the Budget Act of Fiscal Year 20XX–20YY passes.

Payment will be made in twelve (12) equal monthly payments in the manner set forth in C.3 below. The Court is not obligated to make payment to Contractor until all currently due reports have been submitted to and accepted by the Court. Compensation as set forth above will be the only payment made by the Court under this Agreement except as set forth in C.2 below. Except as set forth in C.2 below, there will be no reimbursement of costs, including any overhead, per diem, travel or other direct or indirect out-of-pocket costs incurred by Contractor, its agents, employees or Subcontractors under this Agreement.

C.2. Compensation for Extraordinary Expenses

The Court will reimburse Contractor for allowable expenses which are directly related to the Services provided by Contractor hereunder and which have been mutually agreed in writing, **prior to their incurrence**, to be extraordinary. Extraordinary expenses may include, for example only, out-of-state travel, transcript fees, and court-ordered professional services (including expert witness or investigator fees). Travel expenses will be reimbursed at the standard state rate in effect at the time of travel. Any required air travel will be reimbursed based on coach fare. In no event will the Court reimburse Contractor for allowable expenses in excess of \$[**one-third of total budget for expenses**] during any fiscal year during the term of this Agreement.

C.3. Manner of Payment

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

Superior Court of California, County of San Benito
ATTN: Nancy Iler, Court Manager
440 Fifth Street, Room 205
Hollister, CA 95023

(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 Court,
- Contractor's Federal Taxpayer Identification Number,
- Contractor's name, address and remittance address (if different), and
- such other information as the Court may require.

(c) The Court will make payments to Contractor within sixty (60) calendar days after receipt and approval by the Court of the Invoices from Contractor. The Court will not be in breach of this Agreement for failure to pay Contractor's Invoices on time unless (i) the Court has received a reasonably detailed written notice of late payment from Contractor and (ii) the Court has not made the delinquent payment(s) within thirty (30) calendar days of the Court's receipt of such late notice. In no event will the Court be in breach of this Agreement for failure to pay Contractor's Invoices on time if such failure results from the California Legislature's failure to approve and adopt a budget in a timely manner.

(d) In no event will the Court 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 Court to Contractor for the Services. The Court may offset any taxes paid by the Court as a result of Contractor's breach of this provision against any sums owed to Contractor under this Agreement or otherwise. The Court is exempt from federal excise taxes, and no payment will be made by the Court for any taxes levied on Contractor's or any Subcontractor's employees' wages. The Court will pay any applicable State of California or local sales or use taxes on the services rendered pursuant to this Agreement.

C.4. Disallowance

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

C.5. Payment Does Not Imply Acceptance of Work

The granting of any payment by the Court, or the receipt of any payment by Contractor, does not 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 Court's judgment, may be rejected by the Court. In such case, Contractor must remedy the unsatisfactory performance without delay to bring it into conformance with this Agreement.

END OF EXHIBIT C

TERMS AND CONDITIONS - APPENDIX A
Data Collection Requirements and Forms

(Same as *Appendix B* to the RFP)

**APPENDIX A
BUDGET TEMPLATE**

TYPE OF SERVICES	Annual No. of Hours	Hourly Rate, Montly Contract Rate or Per Case Rate (Specify)	Total Cost DATE RANGE
Contractual Attorney Services			\$0.00
Contractual Non-Attorney Professional Services			\$0.00
Out-of-Court Interpreters			\$0.00
Other (Specify in Budget Narrative)			\$0.00

TOTAL PERSONAL and PROFESSIONAL SERVICES **\$0.00**

C. OPERATING EXPENSES

TRAVEL	Annual No. of Miles/Lodging Nights/Per Diems Provided	Mileage, Lodging Rate or Per Diem Rate	Total Cost DATE RANGE
Mileage			\$0.00
Lodging			\$0.00
Per Diem			\$0.00
Other (please specify)			\$0.00

ANNUAL TRAINING BUDGET

INSURANCE	
Commercial General Liability	
Business Automobile Liability	
Professional Liability	
Workers' Compensation	
Employers' Liability	
Check if Self-Insured	

RENT

OVERHEAD
(Please specify overhead in lines below)

APPENDIX B
DATA COLLECTION REQUIREMENTS AND FORMS

Court-Appointed Counsel Data Collection Instructions

Initial Case Report

Form 1

- Col. A** Using one line per client, enter the case numbers for each open case you have at the start of the agreement.
** If your client is a parent with multiple children and related multiple case numbers, list all case numbers on one line.
** If your client is a sibling group with different case numbers, list each case number on a separate line, otherwise, use one case number and indicate the number of children in the sibling group.
- Col. B** Indicate the party that you/your office represent(s).
- Col. C** Indicate the number of children in the sibling group if multiple children are associated with the case number in Column A.
- Col. D** Enter your office's appointment date for the case.

Monthly Staffing Report

Form 2

This form is design to determine the number of full-time (FTE) staff assigned to work on dependency cases. Please do not include independent consultants that provide work on a contractual basis.

- Col. A** Indicate the number of FTE attorneys assigned to work on dependency cases.
- Col. B** Indicate the number of staff FTE social workers or investigators assigned to work on dependency cases.
- Example:** 1.0 FTE – 100% time spent on dependency
.5 FTE = 50% time spent on dependency

Monthly New Appointment Report

Form 3

- Col. A** Using one line per client, enter the case numbers for each new case that you were appointed to for the given month.
* If your client is a parent with multiple children and related multiple case numbers, list all case numbers on one line.
** If your client is a sibling group with different case numbers, list each case number on a separate line, otherwise, use one case number and indicate the number of children in the sibling group.
- Col. B** Enter the initial appointment date.
- Col. C** Indicate the party represented
- Col. D** Indicate the number of children in the sibling group if multiple children are associated with the case number in Column A.

Monthly Closed Case Report

Form 4

In the table enter the case numbers for any cases that were closed or for which your office's representation was terminated for the given month.

**Court-Appointed Counsel Data Collection
Form 2
Monthly Staffing Report**

Monthly Staffing Report	
Organization or Attorney Name:	
Court System:	
Col. A	Col. B
Number of FTE Attorneys Assigned to Dependency	Number of FTE Social Workers or Investigators Assigned to Dependency

