

## **ATTACHMENT 2 SCOPE OF WORK**

### **1. Juvenile Dependency Court Goals**

The Juvenile Dependency Court is the division of the Court responsible for hearing cases involving children who have been abused and neglected. Proceedings in this Court are governed by division 2 of the California Welfare and Institutions Code (W&I), and title 5, divisions 2 and 3 of the California Rules of Court. For the purposes of this RFI, the Juvenile Court adjudicates petitions filed under W&I sections 325, 342, 387, or 388 alleging that the child who is the subject of the petition is described by one or more of the subdivisions of section 300.

### **2. Contra Costa Court Facilities and Calendaring System**

The Court hears juvenile dependency cases, including detention hearings, trials, and other types of hearings, several days a week at different times in different courtrooms of various judges. Locations of hearings may be subject to change to any courthouse within Contra Costa County with notice to the Service Provider.

### **3. Services**

- A. Service Provider will perform, or cause to be performed, the administrative and legal services outlined in this Statement of Work (SOW) and shall assume full responsibility for furnishing associate counsel necessary to provide conflict-free daily representation in multi-party Juvenile Court dependency matters for all clients for whom Service Provider is appointed to provide representation regardless of where the matter is heard.
- B. Service Provider will provide representation in the Juvenile Court Division for juveniles alleged to come within W&I § 300, and/or for their parents. Service Provider will accept all appointments to represent children and/or parents, unless the Court determines that a conflict prevents a service provider from representing a client. In such cases, Service Provider shall provide legal representation through the services of a subcontracting attorney or attorneys.
- C. Service Provider will take all appropriate steps to represent children, parents, legal guardians, and when appropriate as determined by the Court, prospective adoptive parents, and defacto parents including, but not limited to, new petitions, amended and supplemental petitions, subsequent petitions, jurisdiction/disposition, review hearings, case related motions, hearings to terminate services to parents, hearings to terminate parental rights, post permanent plan review hearings involving Non-Minor Dependents pursuant to W&I § 11403(b), transfer-in cases, and petitions to modify any court order pursuant to W&I § 388.
- D. Representation provided by Service Provider shall include all hearings scheduled by the Court for or on behalf of a client as contained in paragraph C above, as well as other services specified in this SOW:
  - i) Service Provider will provide scheduled representation at half-day court proceedings addressing juvenile dependency cases and delinquency cases under the requirements of W&I § 241.1 protocols.

- ii) Service Provider will attend administrative meetings as requested by the Supervising Judge of Juvenile Court or other bench officers, representatives of Juvenile Court, and other appropriate County Departments concerning Juvenile Court issues.
  - iii) Service Provider will provide representation at any and all other hearings scheduled by the Court for or on behalf of a client.
  - iv) Service Provider will provide other representation services to children, parents, legal guardians, and when appropriate as determined by the Court, prospective adoptive parents, and defacto parents as agreed by Service Provider and the Court.
- E. Service Provider will provide to clients in each case in which Service Provider is appointed by the Court all professional legal services reasonably and legally required therein, including directing and supervising normal investigation under the terms of the Agreement resulting from this RFI, from the time of appointment to, and including, a final adjudication or disposition of such case or post-disposition review hearing or permanency hearing or hearings involving Non-Minor Dependents, unless the Court specifically relieves Service Provider. Notwithstanding anything to the contrary, all terms and conditions of the Agreement resulting from this RFI remain in full force and effect until a final adjudication or disposition of such case or post-disposition review hearing or permanency hearing or hearings involving Non-Minor Dependents, unless the Court specifically relieves Service Provider.
- F. Service Provider will make available for appointment attorneys qualified and willing to represent clients in dependency matters, monitor the legal services performed by those attorneys with regard to their timeliness and effectiveness, and pay those attorneys appointed by the Court in juvenile dependency matters.
- G. Service Provider will provide enough attorneys to provide representation in a timely manner in all cases to which Service Provider is assigned.
- H. Use of an attorney for representation under the Agreement resulting from this RFI other than those previously identified to and approved by the Court will require advance notice to the Court Project Manager, written approval by the Supervising Judge of Juvenile Court or designee in advance of first appearance, and proof of professional liability insurance must be provided to the Court before an attorney can provide representation services under the Agreement resulting from this RFI.
- I. Attorneys who provide services under the Agreement resulting from this RFI must comply with California Rule of Court 5.660 and Local Rules of Court 1692, et seq. pertaining to attorney qualifications and ongoing education requirements prior to providing service under the Agreement resulting from this RFI. Service Provider is responsible for ensuring timely attorney certification of competency as required by Rule 5.660 and the Local Rules.
- J. Attorneys providing services under the Agreement resulting from this RFI shall appear timely for all appearances, conduct themselves at all times with the utmost professionalism and dress appropriately in court for all proceedings.

- K. Attorney/client conflict of interest applies to Service Provider and its employees and agents including, but not limited to, any interest, activity, obligation or responsibility that may compromise the ability to represent and safeguard the interests of any client.
- L. Service Provider and all of its employees and agents shall not accept nor solicit remunerations, gratuities or anything of value from or on behalf of any client represented by them under the Agreement resulting from this RFI for services rendered by them.
- M. Service Provider will provide all necessary investigators and experts required for performance of the Work.
- N. Service Provider will designate an attorney to serve as Service Provider's Project Manager, who will oversee all attorneys furnishing professional services pursuant to the Agreement resulting from this RFI and who will be directly responsible for Service Provider's compliance responsibilities with the terms of the Agreement resulting from this RFI.
- O. Service Provider's designated Project Manager and each attorney providing services under the Agreement resulting from this RFI shall maintain active membership and status as an attorney in good standing with the State Bar of California throughout the duration of services.
- P. Service Provider will operate continuously throughout the Term of the Agreement resulting from this RFI with minimum number of administrative staff required to deliver the Work outlined herein. Service Provider will make available to the Court a schedule of the administrative personnel positions established by Service Provider for the performance of such services. Such schedule shall include: (i) name and title of all full-time and part-time staff positions including volunteers, who provide services under the Agreement resulting from this RFI, and (ii) the education, professional license (if applicable) and experience required for each position. Service Provider will provide the Court, upon request, appropriate verification of the qualifications of its administrative personnel.
- Q. Service Provider will keep fiscal records in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures.
- R. All records shall be complete and current and comply with all requirements of the Agreement resulting from this RFI. Failure to maintain acceptable records will be considered grounds for withholding payments for billings submitted and for termination of service under the Agreement resulting from this RFI.
- S. The Judicial Council and the Court have implemented a collections program for dependency counsel services. The service provider will be required to participate in that effort at no additional cost; participation includes but is not limited to the distribution of financial declaration forms to clients upon initial appointment and representation of Parent clients at hearings set to determine the ability to pay for the cost of Court appointed counsel.
- T. Service Provider must notify designated Court staff, via fax, e-mail or telephone, at least fifteen (15) days preceding any change in address. Service Provider shall provide written

notice of any address change to the Court within three (3) days of the change of address.

- U. Notwithstanding any other provisions of the Agreement resulting from this RFI, the Court will retain the authority to appoint an attorney or attorneys, other than those made available by Service Provider, to any case if, in the opinion of the Court, such appointment is necessary.
- V. Service Provider shall not be prohibited from engaging in the private practice of law, including all proceedings in the Contra Costa Superior Court, provided that no private case shall be accepted which may cause a conflict of interest or the appearance thereof whereby Service Provider is unable to represent any client for which the Court seeks to appoint Service Provider.
- W. The Service Provider will be required to utilize a calendaring and case tracking system to track court hearings to facilitate and evaluate the juvenile dependency court performance measures contained in California Rule of Court 5.505. The purpose of these performance measures is to help the Court assess compliance with mandated hearing time frames; ensure children's placement in safe and permanent homes; promote child and family well-being; and provide fair and timely treatment for all Court Participants.

**4. Deliverables**

Service Provider shall prepare a monthly report as per the format provided by the Court. The monthly report shall be submitted by e-mail in Microsoft Excel format to the Court Project Manager, the Presiding Judge, and Supervising Judge of Juvenile Court, within twenty (20) days of the close of each contract service month. The Court reserves the right to modify the report format to meet its verification and reporting needs.

*End of Attachment 2*