

STANDARD AMENDMENT COVERSHEET

For Dependency, Representation, Administration,
Funding & Training (D.R.A.F.T.) Program

AGREEMENT NUMBER 1016511	AMENDMENT NUMBER 9
FEDERAL EMPLOYER ID NUMBER [N/A]	

1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Agreement referenced above. As set forth in the Agreement, the term "Contractor" refers to **Solano County**, and the term "AOC", "State" or "Judicial Council" refers to the Judicial Council of California, Administrative Office of the Courts.

2. Title of the Agreement: **Court-appointed dependency counsel services to the Superior Court of California, County of Solano.**

3. This Amendment becomes effective on **January 1, 2015.**

4. The maximum amount that the Judicial Council may pay Contractor under the Agreement **through December 31, 2015, as amended, is \$2,674,313.80**

5.
 - A. The purpose of this Amendment is to i) encumber additional funds; ii) extend the term of the Agreement; and iii) update exhibit B to clarify Scope of Services and Service Levels.
 - B. Exhibit B, Scope of Services and Service Levels, Revision No. 2 is hereby deleted in its entirety and replaced with Exhibit B, Scope of Services and Service Levels, Revision No. 3, attached hereto and incorporated herewith.
 - C. Exhibit C, Payment Terms, Revision No. 7, is hereby deleted in its entirety and replaced with Exhibit C, Payment Terms, Revision No. 8, attached hereto and incorporated herewith.
 - D. As set forth further in Exhibit C, Payment Terms, Revision No. 8, the total amount the Judicial Council may pay the Contractor under this Agreement through **December 31, 2015, as amended, is hereby increased by \$344,454.00 from \$2,329,859.80 to the revised, not to exceed Contract Amount of \$2,674,313.80.**
 - E. ~~The expiration date of this Agreement is hereby changed from December 31, 2014 to December 31, 2015~~

6. Except as provided in this Amendment, all terms and conditions of the original Agreement (as previously amended, if applicable) remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) SOLANO COUNTY
BY (Authorized Signature) es	BY (Authorized Signature) es
DATE EXECUTED	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler Manager, Business Services Unit	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS Attn: Business Services Unit 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS Attn: Birgitta E. Corsello, County Administrator 675 Texas Street, Suite No. 6500 Fairfield, California 94533

EXHIBIT B
SCOPE OF SERVICES AND SERVICE LEVELS
REVISION NO. 3

B.1 Scope of Services [Revised]

Contractor shall comply with Solano Superior Court Rules in performance of this Contract.

Contractor shall represent parents, guardians and de facto parents *for whom the Court has appointed counsel* in juvenile dependency proceedings in the Superior Court of California, County of Solano. This representation requires, but is not limited to, adherence to the following performance standards: [Revised]

1. Establishing and maintaining an attorney-client relationship;
2. Visiting child clients at each new placement, whenever feasible;
3. Conducting thorough, continuing, and independent investigations and interviews at every stage of the proceedings;
4. Determining their client's interests and desires and advocating for those interests and desires;
5. Contacting social workers and other professionals associated with their client's case prior to each hearing, whenever practical and appropriate:
 - For child clients, this includes contacting CASA and school personnel;
6. Requesting services (by court order if necessary) to access entitlements and to ensure a comprehensive service plan:
 - For child clients, this includes requesting services related to IEPs and attending meetings related to the child, 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:
 - For child clients, preparing for and participating in 241.1 hearings pertaining to current juvenile dependents with a goal of maintaining the dependency jurisdiction wherever possible and appropriate;
10. Investigating the interests of child clients beyond the scope of the juvenile dependency proceeding and notifying the Court of issues on behalf of the child, administratively or judicially. These interests may include:
 - a. School/special education issues;
 - b. Mental health assessment and treatment;
 - c. Immigration;
 - d. Personal injury; and
 - e. Delinquency or status offender matters;

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

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 writ and notice of appeal; and
13. Arranging for substitutive representation where necessary to avoid Court delay.

B.2 Conflicts Avoidance

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

1. New Appointments

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

2. Ongoing Clients

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

B.3 Courtroom Staffing

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

B.4 Education and Training

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

B.5 System Meetings

Contractor shall participate in system meetings that are intended to improve services for children and families in Dependency Court.

B.6 Staffing and Service Level

Contractor agrees to provide, at a minimum, the following staffing pursuant to this agreement:

- i. 1.4 FTE Attorneys
- ii. 0.7 FTE Social Workers/Investigators

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For the period July 1, 2008 through June 30, 2010, Contractor agrees to represent approximately 260 clients in dependency cases. Effective July 1, 2010, Contractor agrees to represent approximately 300 clients in dependency cases. Contractor agrees to keep monthly statistics regarding the number of clients represented as identified in section B.7 below. In the event that the number of clients represented by Contractor increases or decreases by 25% or more over any consecutive 3-month period within the term of the contract, State and the Contractor agree to discuss and renegotiate the level of staffing and payment to Contractor that is required under this Agreement.

B.7 Case Reports and Maintenance of Records

Contractor shall provide the following State case management reports:

1. Upon Contract Signing. A list of all current cases, including those transferred to Contractor from prior counsel;
2. Monthly Caseload Reports. Contractor shall provide statistical information on a monthly basis. Specific information will be provided in the manner prescribed by the State and will include, but will not be limited to, the following:
 - a. For newly-appointed cases:
 - i. Case number;
 - ii. Party represented;
 - iii. For sibling groups, number of children represented
 - iv. Appointment date;
 - v. Initial hearing date;
 - vi. Name of appointed attorney;
 - b. For cases where representation is terminated:
 - i. Case number;
 - ii. Date of termination of representation; and
 - iii. Reason for termination of representation.
3. Quarterly Workload Reports. Contractor shall provide detailed statistical workload data to the AOC for a three-month period each year. The reporting quarter will change during each year of the Contract, and shall be specified by the State. Data will be provided by the Contractor in the manner prescribed by the State and will include, but will not be limited to, the following information for all ongoing cases:
 - a. The amount of out-of-court time spent on each case each day, including a breakdown of time spent on specific tasks for each case; and
 - b. The amount of time spent in court each day, including a daily list of the types of hearings for which an appearance is made.
4. Monthly Staffing Reports. Contractor shall provide on a monthly basis a report of the staffing specified in section B.6, listing the number of filled and vacant positions.

B.8 Cost Recovery

The State and the Court may implement a cost recovery program for dependency counsel services during the term of this Contract. In the event that a cost recovery program is implemented, Contractor agrees to participate in that effort, at no additional cost; participation may include, but is not limited to the distribution of financial declaration forms to clients upon initial appointment.

END OF EXHIBIT B

**EXHIBIT C
 PAYMENT TERMS
 REVISION NO. 8**

C.1 Compensation for Services [Revised]

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

Table 1: *[Revised]*

Period <i>[Revised]</i>	Fiscal Year	Period Amount	Monthly Amount	Number of Monthly Payments per Period	Invoice Due No. Later Than <i>[Revised]</i>
Jul 1, 2008 – Sep 30, 2008	2008-2009	\$97,203.00	\$32,401.00	3	April 30, 2011
Oct 1, 2008 – Jun 30, 2009	2008-2009	\$334,809.00	\$37,201.00	9	April 30, 2011
Jul 1, 2009 – Jun 30, 2010	2009-2010	\$388,811.00	\$32,400.92	12	April 30, 2012
Jul 1, 2010 – Jun 30, 2011	2010-2011	\$328,051.51	\$27,337.63	12	April 30, 2013
Jul 1, 2011 – Jun 30, 2012	2011-2012	\$328,051.51	\$27,337.63	12	April 30, 2014
Jul 1, 2012 – Dec 31, 2012	2012-2013 <i>[Revised]</i>	\$164,025.78	27,337.63	6	April 30, 2015 <i>[Revised]</i>
Jan 1, 2013 – Dec 31, 2013	2012-2013	\$344,454.00	\$28,704.50	12	April 30, 2015
Jan 1, 2014 – Dec 31, 2014	2013-2014	\$344,454.00	\$28,704.50	12	April 30, 2016
Jan 1, 2015 – Dec 31, 2015 <i>[New]</i>	2014-2015	\$344,454.00	\$28,704.50	12	April 30, 2017

Funds for a fiscal year are available at the point the Budget Act of said fiscal year passes; e.g., fiscal year 2010-2011 funds are available at the point the Budget Act of Fiscal Year 2010-2011 passes.

For the period July 1 through September 30, 2008, payment shall be made in three (3) equal monthly payments in the manner set forth in C.3 below. For the period October 1, 2008 through June 30, 2009, payment shall be made in nine (9) equal monthly payments in the manner set forth in C.3 below. For the periods July 1, 2009 through June 30, 2012, payment shall be made in twelve (12) equal monthly payments in the manner set forth in C.3 below. For the period July 1, 2012 through December 31, 2012 payment shall be made in six (6) equal monthly payments in the manner set forth in C.3 below. For the periods January 1, 2013 – December 31, 2013, January 1, 2014 – December 31, 2014, and *January 1, 2015 – December 31, 2015*, payment shall be made in twelve (12) equal monthly payments in the manner set forth in C. 3 below. Except as set forth in C.2 below, there shall be no reimbursement of costs, including without limitation any overhead, per diem, travel or other direct or indirect out-of-pocket costs incurred by Contractor, its agents, employees or Subcontractors in connection with this Agreement.
[Revised]

C.2 Compensation for Extraordinary Expenses [Revised]

The Judicial Council will amend this Agreement to incorporate funds in order to reimburse Contractor for allowable expenses which are directly related to the services provided Judicial Council by Contractor hereunder, billed in the manner set forth in section 3, below. Allowable extraordinary expenses *are limited to* out-of-state travels to visit child clients and expert witnesses. [Revised]

- (a) Contractor shall notify the Judicial Council if extraordinary expenses will include travel, in advance of any expenditure. For overnight travel, in accordance with Judicial Council approved guidelines, the Judicial Council will reimburse Contractor as follows: meals shall be reimbursed at the actual cost incurred, not to exceed the following maximum amounts per person per day: breakfast = \$6.00; lunch = \$10.00; dinner = \$18.00; and/or incidentals = \$6.00. The Judicial Council shall reimburse Contractor for (a) in-state lodging at the actual cost incurred for expert witnesses only, not to exceed \$110.00 per day, plus tax and energy surcharge thereon, and (b) out-of-state lodging at the actual cost incurred, up to the Federal per diem lodging rate for that locale, plus tax and surcharges thereon, when substantiated by receipts. Any required air travel will be reimbursed based on lowest available coach fare. Reasonable ground transportation expenses, for expert witnesses only, will be reimbursed at applicable IRS approved rate per mile.
- (b) Judicial Council will reimburse Contractor for expert witnesses at actual cost and expenses incurred, when substantiated by copies of the expert witnesses' invoices.

C.3 Manner of Payment

Within thirty (30) days after the end of each month, Contractor shall submit one original and two copies of each invoice for payment for the Services rendered under this Agreement ("Invoices") for approval by the Judicial Council to:

Judicial Council of California
Center for Families, Children and the Courts
Attn: Amy Nunez
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

- (c) 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 Judicial Council, Contractor's Federal Tax Payer Identification Number, Contractor's name, address and remittance address (if different), and such other information as the Judicial Council may require.
- (d) The Judicial Council shall make payments to Contractor within sixty (60) days after receipt and approval by the Judicial Council of the Invoices from Contractor. The Judicial Council will not be in breach of this Agreement for failure to pay Contractor's Invoices on time unless (i) the Judicial Council has received a

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reasonably detailed written notice of late payment from Contractor and (ii) the Judicial Council has not made the delinquent payment(s) within thirty days of the Judicial Council's receipt of such notice. In no event will the Judicial Council be in breach of this Agreement for failure to pay Contractor's Invoices on time if such failure results from the Legislature's failure to approve and adopt a budget in a timely manner.

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

C4. Final Invoicing

- (a) Contractor must submit Invoices for Services provided or Extraordinary Expenses incurred no later than the "Invoice Due By" dates identified in Table 1 of this Exhibit. The Judicial Council may not be responsible for payment of Invoices received after the "Invoice Due No Later Than" date specified.
- (a) For the very last Invoice to be processed against this Agreement, Contractor will identify as "Final Invoice."

C.5 Disallowance

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

C.6 Payment Does Not Imply Acceptance of Work

The granting of any payment by the Judicial Council, or the receipt thereof by Contractor, shall in no way alter the obligation of Contractor to remedy unsatisfactory performance of the Services. Services that do not conform to the requirements of this Agreement, in the Judicial Council's judgment, may be rejected by the Judicial Council. In such case Contractor must remedy the unsatisfactory performance without delay to bring it into conformance with this Agreement.

END OF EXHIBIT C