

**STATEMENT OF WORK:  
Attorney Services and Performance**

**ATTORNEY SERVICES**

As appointed by Court, Attorney will provide legal representation (Services) to indigent parents or guardians or minors in juvenile dependency actions and hearings as described in Welfare and Institutions Code section 300 et seq. (Juvenile Dependency Proceedings), California Rules of Court; and Monterey County Local Rules of Court- Chapter 3. Attorney awarded this contract may represent minors, mothers or fathers as appointed by the Court.

Attorney is required to provide Services to cases assigned to Attorney at the discretion of the Court except where an ethical conflict prevents Attorney from accepting the appointment, and provided that Attorney will have the discretion to decline to represent an adult for any reason.

Attorney shall represent each client for whom he or she is appointed within applicable legal and ethical boundaries and shall provide Services as set forth below but not limited to:

- a. Prepare, attend and represent client in all juvenile dependency court hearings. (Detention/ Initial Hearings, Jurisdiction, Disposition, Six-Month, Twelve-Month, Eighteen-Month, and Selection and Implementation Hearings, Oral Reviews, Other Periodic Reviews, 387 & 388 Petitions, 827 Petitions and Other Motions).
- b. Appear at hearing, advocate for appropriate services, findings and orders, and inform the court if the matter will be contested.
- c. Prepare and submit trial briefs prior to the contested hearings.
- d. Prepare client to testify as a witness.
- e. Counsel and advise client regarding hearing results and current options.
- f. Prepare and file custody orders as ordered by the Court.
- g. Prepare and file writ, notice of appeal, and or request for rehearing, if any.
- h. Personally explain to the client the nature of the attorney-client relationship, the nature of the proceedings and possible case outcomes:
  - i) Elicit client's preferences.
  - ii) Advise the client.
  - iii) Attempt settlement (negotiates with counsel and/or social worker; participate in pre-

trial conferences, if applicable).

- iv) File pleadings, motions, responses, or objections as necessary.
- i. Conduct interviews and investigations:
- i) Thoroughly and completely investigate the accuracy of the allegation of the petition or moving papers and court reports filed in support thereof.
  - ii) Conduct comprehensive interviews with the client to ascertain his or her knowledge of and/or involvement in the matters alleged or reported; interview care takers, neighbors, relatives, coaches, clergy, mental health professionals, physicians and law enforcement officers.
  - iii) Contact social workers and other professionals (consult experts, research law, if child client, investigate other legal needs of the child) associated with the case to ascertain if the allegation and/or reports are supported by accurate evidence and reliable information.
  - iv) Obtain such other facts, evidence or information as may be necessary to effectively present the client's position to the Court.
- j. Additional Attorney Requirements if appointed to represent a parent:
- i) Investigate and evaluate the parent's environment (home, relatives home, shelter, etc.).
  - ii) Observe the parent's interaction with the child(ren), after obtaining permission from counsel for the parent(s).
  - iii) Observe for any special needs of the parent relating to his or her ability to understand and participate in the court process, including making a determination as to whether or not a guardian ad litem is necessary.
- k. Additional Attorney Requirement if appointed to represent child(ren):
- i) A primary obligation of the child's attorney is to advocate for the protection, safety, and physical and emotional well-being of the child.
  - ii) Visit child at each new placement whenever feasible.
  - iii) Personally visit with the child in a non-court setting prior to court hearings.
  - iv) Observe the child's interaction with the parents or other caretakers.

**Expert Personal Services/Subcontracting.** It is expressly understood by the parties to the Agreement that the Court is purchasing the expert personal services of Attorney. Attorney may not subcontract with another attorney for performance of the Services without the prior written consent of the Court. Any subcontracting by Attorney for Services under the Agreement without the Court's written consent shall be cause for termination under the Agreement. However, Attorney may, without prior approval of the Court, use a duly licensed and appropriately qualified attorney for a special appearance(s) when Attorney is ill, on vacation, or in an emergency situation.

**Subcontracting Requirements.** Notwithstanding any permitted subcontract, Attorney shall continue to be liable for the performance of all requirements under the Agreement. Permitted subcontractors must comply with each obligation of Attorney under the Agreement, including the obligation to obtain insurance coverage to the limits specified herein. Any (sub)contract agreements entered into between Attorney and a subcontractor must be in writing, include the nondiscrimination, harassment prevention, compliance provisions set forth in the Agreement, and insurance coverage requirements of applicable to Attorney hereunder. Any such subcontract shall be attached as an exhibit to the Agreement and incorporated by reference hereto.

**Assignments.** No attorney has preference in the receipt of appointments for the Services. The Court has discretion to make appointments and has no obligation to rotate appointments that it makes for legal representation as described herein. The Court, in its sole discretion, may reduce the amount of cases for which Attorney is appointed, or cease appointment Attorney altogether, at any time and for any reason.

**Disability.** Upon disability or inability to accept assigned cases or to continue as assigned counsel in cases previously assigned, the Court, at its sole option, has the right to terminate the Agreement on written notice. The termination shall take effect immediately upon giving of the notice.

Attorney's refusal to accept appointments on grounds of conflict of interest among parties assigned or proposed to be assigned to Attorney does not constitute "disability" or "inability" as used in the Agreement. Attorney is disabled if Attorney is incapacitated, unable, or unwilling to perform his or her duties and Attorney will not receive compensation while disabled. A temporary illness shorter than seven days duration will not be considered a disability.

**Supplies and Facilities.** Attorney shall provide all necessary supplies, equipment, and support staff for the performance of his duties under the Agreement. Attorney may not use any Court facilities, Court letterhead, supplies, equipment, or resources without the written consent of the Court. If needed, Attorney may arrange with the Court to use a room at the courthouse in Salinas or Monterey to conduct interviews. No room in a courthouse is exclusively and permanently dedicated for the use by Attorney. Access to Court facilities is based on the approved access control policy. "All contractors are permitted access to the Court during regular working hours Monday through Friday, unless otherwise authorized by the Court's Executive Management or designee.

**Monthly Data Collection Reports.** Attorney is required to comply with the monthly Court- Appointed Counsel Data Collection and Billing requirements no later than the 10th day of each month (attached and incorporated herein as **Appendix B: Dependency Counsel Services Claim Form**).

## **PERFORMANCE**

**Level of Services-** Attorney agrees that the Services provided shall be performed in good faith and in a competent and timely manner consistent with professional standards for such work, will conform to the requirements of the Agreement, and will not infringe upon the rights of third parties.

**Standards of Representation-** Attorney shall perform, and shall ensure that all Services provided under the Agreement are performed, in a competent manner and in conformity with the highest professional standards and practices. Attorney shall, and shall cause each attorney with whom Attorney subcontracts Services under the Agreement or who makes appearances for Attorney as provided herein, to:

- a. Appear at hearing, advocate for appropriate Provide quality representation for its clients, and comply with the provisions of California Welfare and Institutions Code Section 317.6, California Rule of Court 5.660 and Local Rules of Court.
- b. Adhere to the State Bar Act and the California Rules of Professional Conduct relative to the provision of the Services.

**Qualifications-** At all times during the provision of Services under the Agreement, Attorney and each attorney with whom Attorney subcontracts Services under the Agreement or who makes appearances for Attorney as provided herein, shall:

- a. Be and remain a member in good standing of the State Bar of California;
- b. Have been deemed competent by the Court to practice before the juvenile court in dependency cases. (Superior Court of California, County of Monterey Local Rule of Court 3.21). An attorney is deemed competent if such attorney has submitted a Certificate of Competency acceptable to Court documenting compliance with the following minimum requirements:
  - i) Completion of a minimum of eight hours of training in child development, child abuse and neglect, substance abuse, domestic violence, family reunification and preservation, and reasonable efforts; or at least six (6) months of recent experience in dependency proceedings in which the attorney has demonstrated competency;
  - ii) Within every three years, attorney must complete at least eight hours of continuing education related to dependency proceedings;
  - iii) Attorneys who have been previously certified by the court shall submit a new Certificate of Competency to the court on or before January 31st of the third year after the year in which the attorney was first certified.
- c. Comply with the minimum continuing legal education (MCLE) requirements of California

Rules of Court, 5.660(d)(3) and Rules of the State Bar of California, Title 2, Div. 4;

- d. Have the skills, training, and background reasonably commensurate with his or her responsibilities, so as to be able to perform the Services in a competent and professional manner.

Attorney will immediately notify the Court if Attorney's or a subcontractor's credentials become compromised.

**Training for Staff.** Attorney shall insure that sufficient training is provided to his or her staff to enable them to perform the Services under the Agreement effectively and in a competent and professional manner and to increase their existing level of skills in the performance of the Agreement.

**Compliance with Law.** Attorney shall fully comply with all applicable laws, rules, and regulations in providing Services pursuant to the Agreement.

## **Appendices**

Appendix A: Relevant Legal Authority

Appendix B: Dependency Counsel Services Claim Form

Appendix C: Juvenile Dependency Fee Schedule

## **Appendix A: Relevant Legal Authority**

### **Family Code Sections 3150 & 7860-62 Appointment of Counsel**

#### **Children**

##### **Family Code: Division 8 Custody of Children, Part 2. Right to Custody of Minor Child, Chapter 10 Appointment of Counsel to Represent Child.**

###### **3150.**

(a) If the court determines that it would be in the best interest of the minor child, the court may appoint private counsel to represent the interests of the child in a custody or visitation proceeding, provided that the court and counsel comply with the requirements set forth in Rules 5.240, 5.241, and 5.242 of the California Rules of Court.

(b) Upon entering an appearance on behalf of a child pursuant to this chapter, counsel shall continue to represent that child unless relieved by the court upon the substitution of other counsel by the court or for cause.

##### **Family Code: Division 12. Parent and Child Relationship, Part 4. Freedom from Parental Custody and Control, Chapter 3. Procedure, Article 4 Appointment of Counsel**

###### **7860.**

At the beginning of the proceeding on a petition filed pursuant to this part, counsel shall be appointed as provided in this article. The public defender or private counsel may be appointed as counsel pursuant to this article. The same counsel shall not be appointed to represent both the child and the child's parent.

###### **7861.**

The court shall consider whether the interests of the child require the appointment of counsel. If the court finds that the interests of the child require representation by counsel, the court shall appoint counsel to represent the child, whether or not the child is able to afford counsel. The child shall not be present in court unless the child so requests or the court so orders.

## **Appendix A: Relevant Legal Authority**

### **Parents**

**Family Code: Division 12. Parent and Child Relationship, Part 4. Freedom from Parental Custody and Control, Chapter 3. Procedure, Article 4 Appointment of Counsel**

**7860.**

At the beginning of the proceeding on a petition filed pursuant to this part, counsel shall be appointed as provided in this article. The public defender or private counsel may be appointed as counsel pursuant to this article. The same counsel shall not be appointed to represent both the child and the child's parent.

**7862.**

If a parent appears without counsel and is unable to afford counsel, the court shall appoint counsel for the parent, unless that representation is knowingly and intelligently waived.

## **Appendix A: Relevant Legal Authority**

### **California Rules of Court, Welfare and Institutions Code and Local Rules of Court**

The Superior Court of California, County of Monterey Juvenile Dependency Court (Court) is the division of the Superior Court responsible for hearing cases involving children and parents in Juvenile Dependency proceedings. Proceedings in this Court are governed by Division 2 of the California Welfare and Institutions Code, Title 5, Divisions 2 and 3, of the California Rules of Court and the Local Rules of Court Chapter 3.

Dependency counsel competency and continuing education requirements are outlined in:

- California Rules of Court, Rule 5.660  
[https://www.courts.ca.gov/cms/rules/index.cfm?title=five&linkid=rule5\\_660](https://www.courts.ca.gov/cms/rules/index.cfm?title=five&linkid=rule5_660)
- Welfare and Institutions (W&I) Code § 317.6.  
[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=WIC&sectionNum=317.6](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC&sectionNum=317.6).
- Local Rule of Court Chapter 3, Sections 3.19, 3.20, 3.21 & 3.22.  
[https://mscpublicwebsiteprd.blob.core.windows.net/publicwebsiteprd/RulesOfCourt/CHAPTER%203\\_JUVENILE%20DEPARTMENT.pdf](https://mscpublicwebsiteprd.blob.core.windows.net/publicwebsiteprd/RulesOfCourt/CHAPTER%203_JUVENILE%20DEPARTMENT.pdf)

**End of Appendix A: Relevant Legal Authority**

Appendix B: Dependency Counsel Services Claim Form



**Superior Court of California  
County of Monterey**

240 Church Street, Suite 318  
Salinas, California 93901  
Accounts Payable - (831) 775-5400, Extension 5449

**Dependency Counsel Services Claim Form**

Submit invoice and address changes to Finance via email to [dlsaccounts payable@monterey.courts.ca.gov](mailto:dlsaccounts payable@monterey.courts.ca.gov)

<b>Claimant Name and Address:</b>			<b>Finance Use Only</b>		
			Cost Center, Fund, Functional Area: 279000-110001-1233		
			GL 938801 Amount: \$ -		
			GL 938802 Amount: \$ -		
			Parked Number:		
<b>Month and Year:</b>			Parked by:		
			Posted by:		
<b>Vendor #:</b>		<b>P.O. #:</b>			

Fee Description by Type	Fee Quantity by Type	Fee Amount	Claim Amount
<b>Dependency Counsel Charges For Children and Parents - GLs 938801 &amp; 938802</b>			
New Case - Child	0	\$900.00	\$0.00
New Case - Parent/Guardian	0	\$900.00	\$0.00
All legal services provided until the dismissal or transfer of the case and includes all hearings occurring within six months of appointment, excluding contested trials and extraordinary services.			
Contested Trial/Hearing - Child	0	\$300.00	\$0.00
Contested Trial/Hearing - Parent/Guardian	0	\$300.00	\$0.00
Trials lasting four hours or less.			
Uncontested Trial/Hearing - Child	0	\$130.00	\$0.00
Uncontested Trial/Hearing - Parent/Guardian	0	\$130.00	\$0.00
All uncontested hearings, excluding continued hearings.			
Extraordinary Services - Child	0	\$100.00	\$0.00
Extraordinary Services - Parent/Guardian	0	\$100.00	\$0.00
Additional services upon declaration and court order in advance of the services. Quantity reflects total hours claimed for this category.			
Case Reassignment - Child	0	\$400.00	\$0.00
Case Reassignment - Parent/Guardian	0	\$400.00	\$0.00
After disposition of petition and determination by the court.			
<b>Attach Active Cases List and Invoice Case Detail to claim form.</b>			

**Total Claim Amount**      \$0.00

I certify that the goods, services and expenses listed have been delivered, performed or incurred.

\_\_\_\_\_ Date \_\_\_\_\_  
Claimant Signature

\_\_\_\_\_ Date \_\_\_\_\_  
Claims Reviewed by

I certify that I have reviewed all required documents for this claim and computations are accurate.

\_\_\_\_\_ Date \_\_\_\_\_  
Finance Signature

\_\_\_\_\_ Date \_\_\_\_\_  
Claim Approved by

Submit completed and signed original to Superior Court.  
**INDIVIDUAL AND BUSINESSES WHOSE SERVICES ARE AUTHORIZED BY THE TRIAL COURT SHALL FILE CLAIMS WITHIN 30 DAYS OF SERVICES OR UNDER SPECIAL CIRCUMSTANCES AS AUTHORIZED BY THE COURT.**





**Appendix C**  
**Superior Court of California, County of Monterey**  
**Juvenile Dependency Court Fee Schedule**  
**Effective July 1, 2020**

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**Case Fee: \$900.00**

This includes all legal services provided until the dismissal of the case or transfer of the case to another jurisdiction, and includes all hearings occurring within six months of the Attorney's appointment, including detention hearings, jurisdictional hearings, dispositional hearings and interim oral review hearings, but excluding trial and extraordinary services as defined below. The case fee is to be billed within 60 days after the jurisdictional hearing.

**Trial (contested hearing) fee: \$300.00 per case**

This is for trials lasting four hours or less; additional trial hours above four hours will be compensated at the rate of \$75 per hour of trial regardless of the number of cases or clients represented, with minimum increments of .12 of an hour.

**Hearing fees: \$130.00**

This is for all uncontested hearings, excluding continued hearings, occurring more than six months after the appointment, including Six-month reviews, 12-month reviews, 18-month reviews, periodic reviews, interim reviews, selection and implementation hearings, and 387, 388, and 827 petitions. Continued hearings will be billed for only one hearing fee and only after the matter that was continued is actually heard.

**Case Reassignment Fee: \$400.00**

After disposition of a petition and upon determination by the court that conflict of interest or other reason prevents the previous attorney from representing the minor, or parent; the Court will appoint a new Attorney to represent a dependency minor, a parent or Guardian Ad Litem. The Court will compensate the newly appointed Attorney the Case Reassignment fee for time spent reviewing the case and interviewing clients.

**Extraordinary fees: \$100.00 per Hour**

This is for services rendered above and beyond that which are normally involved in representing dependency clients as set forth in the contract, Exhibit A, "Statement of Work: Attorney Services and Performance", which is incorporated herein, but excluding preparation of writs which will be considered for extraordinary fees; extraordinary services will be compensated at the rate of \$100.00 per hour regardless of the number of clients. Except for exigent matters requiring the immediate attention of the Attorney to fulfill his or her duty to the client, **all extraordinary services must be approved upon declaration and court order in advance of the services.** Compensation for exigent services and not approved in advance by court order will be limited to no more than two hours.

**NOTE:** All trial, hearing and extraordinary fees must be billed within 60 days of conclusion of the trial, hearing or extraordinary services. Time is of the essence in receiving attorney fee bills, and fees not timely billed will not be compensated.