



## **REQUEST FOR PROPOSALS (RFP)**

for

### **Legal Representation/Court-Appointed Counsel for Eligible Parents or Guardians in Child Welfare Matters under the Juvenile Protection Provisions of the Juvenile Court Act**

Licensed Attorneys to provide representation in cases including Child in Need of Protection or Services (CHIPS), Termination of Parental Rights (TPR), and other permanency cases

**Issued by:** Chisago County

**Date Issued:** Thurs., Sept. 3, 2020

**Responses Due:** Wed., Oct. 7, 2020; 4:00 p.m. (CST)

The purpose of this Request for Proposals (RFP) is to solicit proposals from responsible service providers who are licensed attorneys and qualified to provide professional legal services in the form of legal representation to eligible parents, guardians or custodians in child protection matters under the Juvenile Protection Provision of the Juvenile Court Act.

- A qualified respondent should review the attached specifications and submit electronically to the e-mail address and four (4) hard copies (double-sided 8 1/2” x 11” paper) of the Proposal by **4:00 p.m. Central Standard Time (CST) on or before Wed. Oct. 7, 2020** to:

Christina Vollrath  
Chisago County Clerk to the Board  
313 North Main Street, Room 174  
Center City, MN 55012  
[Christina.Vollrath@chisagocounty.us](mailto:Christina.Vollrath@chisagocounty.us)

- The term of the contract award under this RFP is anticipated to be for a two (2) year contract from Monday, January 4, 2021 through Monday, January 2, 2023.
- This request for proposal is not intended to be construed as an offer to contract, and Chisago County reserves the right to accept or reject any or all proposals, to waive any defects in this RFP or to advertise for new proposals where such would be in the best interest of Chisago County. If a proposal or more than one proposal is determined to be acceptable, Chisago County reserves the right to enter into negotiations with the successful Proposer(s) to arrive at a proposed contract for the provision of this professional legal services. No contract is formed with the County unless/until the County Board approves a contract and authorizes its execution.
- The services shall include, but not be limited to the “Scope of Service” included in this proposal package.
- The County seeks to contract with more than one service provider for these legal services.

**Telephone calls, e-mails or other requests for information will NOT be accepted regarding this Request for Proposals.**

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## I: INTRODUCTION & BACKGROUND

### A. Description of Chisago County

Chisago County is located approximately 45 miles North and East of the Twin Cities Metropolitan area and is composed of 442 square miles. The County seat is in Center City. Chisago County has a population of 55,922 (2018)

The Chisago County is the issuing entity for the Request for Proposals (RFP). The Chisago County mission is to serve, to protect, and to enhance the quality of life for those we serve. We perform our duties and obligations in an ethical, democratic, and respectful manner.

### B. Purpose of this RFP

Chisago County's purpose for issuing this RFP is to establish one or more professional service contracts with attorneys who have the experience and training to provide legal representation to parents, guardians or custodians who are eligible for court-appointed counsel in child protection matters under the Juvenile Protection Provisions of the Juvenile Court Act, including children in need of protection or services (CHIPS), termination of parental rights (TPR), and other permanency cases as appointed by the court.

The goal of child protection efforts and services to be administered under this RFP is to establish a process within the Juvenile Court Act and manage proceedings focused on the best interests of the child or children who are the subject(s) of the cases. The juvenile protection proceedings should be managed in a manner that strives to ensure child safety, permanency and the wellbeing of the child or children in the most effective manner.

### C. Scope of the Services

Chisago County is seeking proposals for professional legal services for the representation of parents, guardians or custodians in matters for those eligible and for whom court-appointed counsel is appropriate in CHIPS, TPR and other permanency cases. Services under this RFP and subsequent agreement are limited to the representation of adults in these proceedings who have been determined by the court to be eligible for court-appointed counsel, consistent with provisions governing appointment of counsel. Services contemplated under this RFP do not include representation of children in these proceedings. The services to be provided are also referenced elsewhere in this RFP.

A Proposer is required to comply with all applicable Equal Employment Opportunity laws and regulations. A draft of a contract that would be entered into between the Proposer and the County is attached as Exhibit 1. (The term "Proposer" is used interchangeably with the term "Attorney" hereafter and in the proposed contract.) Proposer shall notify the County in its proposal of any requirements within the draft contract that they would be unable to fulfill.

D. Process for Appointment of Counsel

When Juvenile Protection Cases are filed, the Court Administrator (or their designee) is responsible for contacting counsel to be available to represent person who are eligible for court-appointed counsel. Prior to August 2020, Chisago County utilized a list of attorneys who have indicated they qualify to represent parents, guardians and custodians pursuant to Minn. Stat. 260C.163. It is anticipated that court-appointed counsel will be available on short notice to represent eligible persons at the first hearing, often an Emergency Protective Care Hearing or Admit/Deny hearing. Once appointed, it is expected the court-appointed counsel will represent the person throughout the CHIPS case and will be available to represent the person through a TPR or other permanency case, if filed. Chisago County has averaged filing 35 CHIPS cases/year and 22 Permanency cases/year over the past five years. Attorneys who have been eligible to provide legal services in the past may submit a proposal but no presumption, preference, or advantage will be given aside from the factors and criteria set forth in this RFP.

E. Terms and Services Required

The following terms shall be included in a contract between the proposing Attorney or firm (hereinafter “Attorney”) and the County. Additional terms as outlined in Exhibit 1 Draft contract are also required):

Terms: The term of the contract shall be from **January 4, 2021 through January 2, 2023**. The County reserves the right to renew a contract resulting from this RFP for two (2) additional one (1) year periods if mutually agreed upon in advance of the end of the contract.

Termination: Either party may terminate the contract, with or without cause, by giving the other party sixty (60) days written notice of termination. The notice, if given by the Attorney, shall be submitted in writing to the Chisago County Administrator, with simultaneous copy to the Chisago County Court Administrator.

Upon termination under the previous paragraph, or at the end of the contract, the proposing Attorney or firm shall phase out of then-assigned cases to which they have been assigned and upon which they have appeared in court with clients. The phase-out shall include a meeting with the Chisago County Court Administrator and/or designee and the Chisago County Attorney or designee to oversee a smooth transition for the clients being served under the Contract. If a meeting cannot be coordinated or is not feasible, the Court Administrator and County Attorney or their respective designees shall administer the termination and ensure clients’ needs will be met.

The phase-out plan may include transitioning all active cases to another attorney under contract with Chisago County, or if Attorney retains their existing clients until those cases are closed, dismissed or otherwise resolved, compensation shall be made on an hourly basis at a rate of \$75 per hour or as agreed upon in the phase-out plan. Under no circumstances will the contractual ‘monthly payment’ be made to the Attorney after this agreement is terminated.

Assignability: Services under the contract shall not be assigned or subcontracted without the written consent of Chisago County. The County agrees that it will not unduly withhold authorization for assignment following vetting of an assignee or subcontractor.

Services: The Proposing Attorney agrees:

- To provide court-appointed attorney services and legal representation, when appointed by the Court, for parents, guardians or custodians involved in child in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement. Representation shall include district court and appellate court representation.
- To be available at reasonable times to be reached by telephone or e-mail for acceptance of appointment for specific cases or clients.
- To be reached by telephone in order to consult with clients and other parties to the proceedings.
- To be generally available for efficient scheduling the district court hearings to allow for the efficient scheduling of cases; attend proceedings on dates/times determined by the Court; and if unable to attend particular hearings, the Attorney will arrange for coverage by one of the other attorneys contracted by Chisago County to provide these services; and, if none of the contract attorneys is available, Attorney shall arrange for a substitute attorney who is qualified per statute to attend the proceedings and effectively and meaningfully represent the client at that proceeding.
- To perform the level and quality of legal services for the client that an attorney would perform if privately retained by the individual represented.
- To assume full responsibility for the case once assigned, and should the Attorney for any reason become unavailable, be responsible for securing substitute counsel as necessary. No additional compensation will be provided for substitute counsel.
- To maintain a summary of the cases assigned and worked on during each billing cycle pursuant to the contract and make that available to the court and the County upon request.
- To provide all general administrative services, including scheduling of attorney court appearances necessary to ensure orderly and timely provision of all legal services, adequate office facilities to perform all legal services, and provide any necessary office supplies and equipment necessary to efficiently and effectively perform the work.

Case Assignment: The attorney will be assigned cases by the Court Administrator's Office as coordinated by the Court Administrator. The Court Administrator's Office will make all reasonable effort to assign an equal number of cases to each attorney under contract to provide legal representation for parties involved in child in need in protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placements.

Compensation: Contract attorneys will be compensated as follows:

- As consideration for all services provided under the Contract, the Attorney compensation shall be based upon the negotiated Contract Sum and incorporated into the terms of the Contract. Incidental costs and expenses incurred by the Attorney will be part of the Contract Sum.
- If an appeal to the Minnesota Court of Appeals or the Minnesota Supreme Court is determined to be a county expense and an attorney is appointed by the judge, actual hours of work performed shall be invoiced at a rate of \$75 per hour, not to exceed a total of \$5,000. In addition, the cost of preparation of a trial court transcript and the binding and service of a formal brief for an appeal will be a County expense.
- Payment will be made by the County to the Attorney on a monthly basis as defined in the Contract.
- No other pay or benefits will be provided for any services provided except as provided in the contract. The Attorney is not deemed an employee of the County for any purpose.
- Fees and expenses for witnesses, including “expert witnesses” shall be pre-approved by the Court prior to being incurred. If pre-approved, the County will provide reimbursement upon submittal of the actual witness certificates, or invoices prepared by the professional or expert witness, to the court administrator.
- **The monthly compensation amount is contingent upon Chisago County contracting with at least three individual attorneys to provide services under this RFP. The attorneys will be reviewed for possible conflicts of interest that may prevent them from representing opposite interests in a single proceeding. If more or less are contracted with, Chisago County will negotiate an acceptable monthly compensation amount with each attorney it intends to enter into a contract with.**

F. Questions Concerning RFP

Inquiries concerning any aspect of this RFP should be submitted by e-mail to [Christina.Vollrath@chisagocounty.us](mailto:Christina.Vollrath@chisagocounty.us). Each question should begin by referencing the COUNSEL RFP, the RFP page number, and section number and letter to which the inquiry relates.

**The closing date for written questions will be 4:00 p.m., Wednesday, September 30, 2020.**

Questions received after this deadline will not be considered or addressed. All questions received before the deadline will be compiled. Responses to all questions will be made available by Chisago County on the County’s website:

<http://www.chisagocounty.us/bids.aspx>

II: GENERAL INFORMATION

A. Proposal Due Dates

RPF Issued	September 3, 2020
Deadline for Submitting Questions	September 30, 2020 at 4:00 p.m.
Proposal Due Date	October 7, 2020
Completion of Proposal Evaluations	October 19 – 23, 2020
Interviews (if deemed appropriate)	October 26 – 30, 2020
Completion of Contract Negotiations/ Execute Contract	November 30, 2020 (no later than)
Services Begin	January 2, 2021

B. RFP Release

This RFP is issued on September 3, 2020. Chisago County reserves the right to amend this RFP at any time. Changes to the RFP, if any, will be posted at <http://www.chisagocounty.us/bids.aspx>

C. Preparation of Proposal Costs

Chisago County is not responsible for any costs incurred by the Proposer to prepare or submit a proposal, participate in Proposer interviews or for any other cost to the Proposer associated with responding to the RFP prior to completion of the contractor and commencement of service.

D. Ownership of Proposals

All proposals timely submitted become the property of Chisago County upon submission, and the proposals will not be returned to the proposers. By submitting a proposal, the Proposer agrees that Chisago County may copy the proposal for purposes of facilitating the evaluation or to respond to requests for public data. The Proposer consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party, including copyrights.

E. Public Records and Requests for Confidentiality

Pursuant to Minnesota Government Data Practices Act, Minn. Stat. § 13.591, the names of all entities that submit a timely proposal to Chisago County will be public once the proposals have been opened. All other information contained in the proposals remains private or non-public until Chisago County has completed negotiating a contract with the selected Proposer(s). After a contract or contracts has/have been negotiated, all information in all of the proposals is public data, except “trade secret” information as defined at Minn. Stat. § 13.37.

Requests for release of information held by Chisago County are subject to the provisions of the Minnesota Government Data Practices Act, Minn. State. Ch. 13. Proposers are encouraged to familiarize themselves with these provisions before submitting a proposal.

All information submitted by a Proposer eventually will be treated as public information by Chisago County unless the Proposer properly requests, and Chisago County agrees, that information be treated as a trade secret. A Proposer making such a request must include the name, address and telephone number of the individual authorized by the Proposer to answer inquiries by Chisago County concerning the request. Chisago County

reserves the right to make the final determination of whether the data identified in such a request is non-public or protected non-public within the meaning of the Minnesota Government Data Practices Act. A Proposer's failure to request non-public or protected non-public treatment of information pursuant to this Section E will be deemed by Chisago County as a waiver by the Proposer of any non-public or protected non-public information included in the proposal.

F. Proposer's Experience

All Proposers shall complete the affidavit concerning eligibility and provide written information that outlines the training and experience in handling child protection matters. If multiple attorneys will be providing services under a single proposal or contract, each attorney must submit the affidavit and provide the information outlining their training and experience.

III: CONTRACT REQUIREMENTS

As a condition of entering into a Contract, Chisago County will require the selected Proposer to abide by the Contract Documents and the contents thereof in the subsequent contract. The Contract Documents will consist of (1) the Contract, (2) this RFP, (3) the Proposal of the Attorney including Exhibits, Attachments, and all representations and commitments as if repeated in the Contract in their entirety unless modified in the Contract. Additional terms and performance requirements include relevant statutes and rules, including, but not limited to:

- Juvenile Protection Provisions of the Juvenile Court Act (Minnesota statutes 260C *et seq*), Minnesota Indian Family Preservation Act (206.751 *et seq*) as applicable
- Minnesota Rules of Juvenile Protection Procedure
- Minnesota Rules of Professional Conduct

The Authorized Agent for the administration of the contract is Chase Burnham, Administrator of the Chisago County Department of Administration.

Other required contract terms, including insurance requirements are set forth in Exhibit 1 the DRAFT County Contract for Professional Services for Legal Services.

IV. PROPOSAL REQUIREMENTS

A. Instructions

1. All proposals by a law firm or legal service shall bear the official name and type of Organization (e.g P.A., LLC, Corporation or if sole proprietorship so designate), if applicable, along with the signature of a duly authorized officer(s) of the corporation or entity.
2. Written copies of the proposals must be sealed and clearly marked "Court-Appointed Counsel Contract—Chisago County Department of Administration, Attn: Christina Vollrath, 313 N. Main Street, Center City, MN 55012.
3. All proposals must include a cover letter indicating the Proposer's interest in entering into a contract with Chisago County for these services.



4. All proposals must include a copy of a resume for all attorneys providing services under the proposal and a copy of each Proposer's license to practice law in the State of Minnesota.
5. All proposals must include the name and contact information for at least three references that are familiar with the work of the Proposer related to these types of services. The Proposer may use Exhibit 2 or another page that contains that necessary information. At least two references shall be individuals familiar with the Proposer's legal work and not employees of Chisago County or Chisago County's Court Administrator's Office.
6. All proposals must submit an Attachment entitled: "Attorney Information" as required under V.A and IV.A (below). If more than one attorney will be providing services under the proposal and subsequent contract, an Attachment must be provided for each attorney.
7. All proposals must submit a proposed Compensation Sum, a monthly amount to cover the attorney's total costs of providing the service. The Compensation sum will cover all aspects of the professional service, including but not limited to (1) availability (on-call for assignment to appear with limited advance notice); (2) actual services including (a) client consultation, (b) court appearances, (c) all trial preparation, (d) overhead costs and materials. The proposed compensation amount does not include costs of witness fees or appellate work which are addressed and compensated separately.
8. All proposers must submit four (4) complete hard copies of their proposal and one electronic copy by email to [Christina.vollrath@chisagocounty.us](mailto:Christina.vollrath@chisagocounty.us).
9. In the case of a variance between written words and any figures, the amount(s) stated in written words shall govern.
10. All alterations or erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. The corrections must be initialed in ink by each person signing the proposal.
11. This request for proposal is not intended to be construed as an offer to contract, and Chisago County reserves the right to accept or reject any or all proposals, to waive any defects or to advertise for new proposals where the acceptance, rejections, waiving or advertising of such would be in the best interest of Chisago County. If a proposal is determined to be acceptable, Chisago County reserves the right to enter into negotiations with the successful Proposer to arrive at a proposed contract. No contract may be formed with the county unless the County Board first approves the contract and authorizes its execution.
12. Proposals received prior to the due date and time will be kept secured and unopened. No proposal received after the due date and time will be considered and will be returned to the Proposer unopened.
13. Chisago County will not physically release or return to the Proposer any proposal for purpose of modification, withdrawal, or any other purpose.

14. All proposals shall be held firm for 90 days from the proposal due date.
15. Chisago County is not responsible for locating or securing any information that is not identified in the Proposal though reasonably available to Chisago County. To ensure that sufficient information is available, the Proposer must furnish as part of the proposal all descriptive material necessary for Chisago County to determine whether the proposal meets the requirements of the RFP or is selected to perform the professional services for the County.
16. Chisago County may make such investigations as it deems necessary to determine the ability of the Proposer to furnish the professional services outlined herein, and the Proposer shall furnish to Chisago County all such information and data for this purpose as Chisago County may request. Chisago County reserves the right to reject any proposal if the evidence submitted by, or investigation, of such Proposer fails to satisfy Chisago County that such Proposer is properly qualified to carry out the obligations of the contract.
17. After proposals have been received and opened, Chisago County may schedule interviews with any or all Proposers as a part of the evaluation process to determine the most appropriate Proposer(s) to whom the contract or contracts should be awarded, and to enter into negotiations with Proposers in order to arrive at a contract that the County deems in its best interest.
18. Chisago County shall send a written notice of award to the successful Proposer(s).
19. By submitting a proposal, the Proposer certifies that it is the only party interested in its proposal, unless presented by a law firm or professional association, and that its proposal is made and submitted without fraud or collusion with any other person, firm or cooperation. Chisago County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion with intent to defraud, or other illegal practices upon the part of the Proposer, or for noncompliance with the requirements of this request for proposals.

## V. REQUIRED PROPOSAL CONTENTS

### A. Attorney Information

Each Proposer shall include in its proposal the items listed below, in addition to those requirements in Section IV, part A:

- A description of the Proposer's experience and training in child protection matters.
- Description of Proposer's qualifications to provide the required services.
- Statement as to whether Proposer can provide the requisite insurance required by this RFP and the Contract.
- Statement affirming the Proposer's agreement to provide the services outlined in the RFP for the compensation proposed within the RFP and draft Contract.
- Describe the support services that will be provided to ensure compliance with the Contract.

- Statement that Proposer can comply with the terms of the contract and/or note specific exceptions to the terms.
- Statement that the Proposer understands that if selected, Proposer will be subjected to a criminal background check.

## VI. EVALUATION OF PROPOSALS

### A. Evaluation Criteria

Chisago County shall evaluate each proposal to ensure the Proposer has submitted the requisite information and has agreed to all pertinent terms of the services and proposed contract, understands and has the ability to provide the services required. The services contemplated under this RFP are Professional Services and the evaluation and grading will be based upon a combination of the criteria; the proposer with the lowest proposed Compensation is not guaranteed an offer to contract. Chisago County may select multiple proposals and contract with multiple Proposers, up to an amount sufficient for the efficient operation of the court and management of these cases.

Chisago County will consider the education and experience of each Proposer, the information gathered from the provided references, information gathered through an interview process, past experience with each Proposer, and information from other sources in determining with whom the County enter into a contract for these services.

### B. Evaluation Process

Chisago County may ask individuals from the judiciary and the courts to participate in the evaluation process and selection of the Attorneys to place under contract. Chisago County reserves the right under Minn. Stat. §260C.163 to determine the Attorneys with whom to enter into a contractual relationship to provide these services.

## EXHIBIT 1

### County Contract for Professional Services for Legal Representation of Eligible Parent, Guardians, or Custodians in Children in Need of Protection or Services (CHIPS) and Termination of Parental Rights (TPR) Cases

THIS CONTRACT is entered into between the COUNTY OF CHISAGO (“County”) and (“Attorney”).

WHEREAS, Minnesota Statutes Sec. 260C.163, subd. 3, requires that the child, parent, guardian or custodian has the right to effective assistance of counsel in connection with proceeding in juvenile court; and

WHEREAS, these cases include actions involving issues of child in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement; and

WHEREAS, legal services for such cases must be provided to persons when called for by constitution or statute and when such persons are found by the court to be eligible for legal representation appointed by the court and at public expense because the parent, guardian or custodian has demonstrated he/she is without the funds to retain private counsel; and

WHEREAS, Minnesota Statutes, Sec. 260C.331, subd. 3, requires the reasonable compensation for an attorney appointed by the court to serve as counsel be a charge upon the county in which the proceedings are held; and

WHEREAS, the Attorney agrees to provide the aforesaid services to qualified persons, upon the terms and conditions set forth in this CONTRACT.

NOW, THEREFORE, IT IS AGREED:

#### TERM

This CONTRACT shall be in effect starting **January 2, 2021** through **January 3, 2023**. However, if both parties to this CONTRACT agree, this CONTRACT may renew for two (2) additional one (1) year periods or until terminated pursuant to Paragraphs 37 and 38 of this CONTRACT. This CONTRACT must terminate on **January 2, 2025**.

#### THE CONTRACT DOCUMENTS

The Contract Documents consist of, in order of priority, (1) This CONTRACT, (2) The RFP, (3) The Proposal of the Attorney and the Exhibits, Attachments, submitted by the Attorney, and all representations and commitments of the Attorney. The Contract Documents form this CONTRACT as if repeated in this Contract, as if repeated herein in their entirety

#### SERVICES

1. The Attorney agrees, when appointed by the Court, to provide legal representation for parties involved in child in need in protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement. Representation shall include district court and appellate court representation.

2. Attorney shall be reasonably available to be reached by telephone or e-mail for acceptance of appointment for specific cases and clients and in order to consult with clients and other parties to the proceedings. The Attorney will generally be available for efficient scheduling of district court hearings to allow for the efficient scheduling and disposition of cases. If Attorney is unable to attend a proceeding, s/he will arrange for coverage by one of the other attorneys contracted by Chisago County to provide these services; and, if none of the contract attorneys is available, Attorney shall arrange for a substitute attorney acceptable to the judge hearing the proceedings. Attorney will also notify Court Administration when s/he is not available due to vacation or other absences.
3. Attorney shall not be considered an employee of Chisago County but an attorney appointed by the court pursuant to statute acting in the independent capacity as legal counsel for the person whom s/he is appointed to represent.
4. Attorney shall be available by telephone or e-mail for acceptance of appointment for specific cases or clients, agrees that attendance at all hearings and services provided under this CONTRACT in order to allow for the efficient judicial scheduling will take priority over other future legal work accepted by the attorney.
5. The Attorney shall perform the level and quality of services that the attorney would perform if privately retained by the individual represented.
6. The Attorney shall assume full responsibility for the case once assigned.
7. The Attorney shall obey all federal, state and county rules and regulations and policies prohibiting discrimination and promoting equal employment opportunity and affirmative action.
8. The Attorney is not guaranteed to be assigned a certain number of cases.
9. The Attorney shall work sufficient hours and/or expend necessary resources to ensure competent performance of all services required by this CONTRACT. The attorney
10. The Attorney shall maintain, or cause to be maintained, a summary of cases for which services were provided pursuant to this CONTRACT and make that available to the court and county upon request.
11. The Attorney shall agree that Chisago County, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonable and necessary for a minimum of six years from the end of this Contract pursuant to Minnesota Statute 16C.05, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, and accounting procedures and practices of the Attorney which are relevant to the Attorney's performance and determination of the agreed upon discounted payment rate under this CONTRACT.
12. The Attorney shall provide all general administrative services, including scheduling of attorney court appearances necessary to ensure orderly and timely provision of all legal services, adequate office facilities to perform all legal services, and provide any necessary office supplies and equipment necessary.

### CASE ASSIGNMENTS AND HEARINGS

13. The Attorney will be assigned cases by the Court Administrator's Office as directed by the judges in accordance with their approved plan for assignment of cases. If Attorney is unable to accept the assignment, s/he will inform the Court Administrator's Office in writing. The Court Administrator's Office will then assign another contracted attorney in accordance with the approved plan.
14. Hearings or trials will be held as designated by the Court.
15. Chisago County and Attorney acknowledge that responsibility for assignment of cases lies strictly with the courts.

### ASSIGNABILITY

16. Except as otherwise allowed for in this CONTRACT, this CONTRACT for professional services shall not be assigned or subcontracted without the written consent of Chisago County. If Attorney is unable to attend a proceeding, s/he will arrange for coverage by one of the other attorneys contracted by Chisago County to provide these services; and, if none of the contract attorneys is available, Attorney shall arrange for a substitute attorney acceptable to the judge hearing the proceedings.

### COMPENSATION

17. Chisago County shall pay to the Attorney, for services under this CONTRACT, the following:
  - a. As consideration for representing eligible parents, guardians or custodians for whom counsel is appointed in connection with petitions for child in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement, all of which are defined by Minnesota Statutes Chapter 260C, a Compensation Sum of [spell dollar amount] [\$\_\_.00] per month.
  - b. This monthly payment will be paid [on a monthly basis] and is full consideration for all services provided, with the exception of the costs related to appeals as provided for in paragraph d of this section.
  - c. Unless amended by the parties, the monthly compensation of [\$\_\_.00] will continue for the duration of the CONTRACT.
  - d. If an appeal to the Minnesota Court of Appeals is determined to be a county expense and Attorney is appointed by the judge, actual hours shall be invoiced at a rate of \$75 per hour, not to exceed a total of \$5,000. If an appeal is continued to the Minnesota Supreme Court and is determined to be a county expense and Attorney is appointed by the judge, actual hours shall be invoiced at a rate of \$75 per hour, and the \$5,000 cap can be exceeded if approved by the court. In addition, the cost of preparation of a trial court transcript and binding and service of a formal brief for an appeal will be a county expense, separate from the compensation paid to Attorney.
  - e. The monthly compensation noted in section 17.a, and hourly compensation for appeals noted in section 17.b above, include all the reasonable costs, disbursements and expenses incurred by the Attorney in providing the representation required pursuant to this CONTRACT. No other pay or benefits shall be paid, except as specifically stated in this CONTRACT or as set forth in any amendment reduced to writing.

- f. Expert witness fees and related expenses shall be pre-approved by the Court and authorized by Court order before incurred. If pre-approved, the County will provide payment of the invoice for the amount approved by the Court. The Invoice shall specify the total amount due the witness or witness' employer, shall be submitted to the Court Administrator within 30 days of when the expense was incurred. The uncontroverted invoice will be paid within 35 days of submission to the Court Administrator.
  - g. If Attorney is unable to attend a proceeding, s/he will arrange for coverage by one of the other attorneys contracted by Chisago County to provide these services; and, if none of the contract attorneys is available, Attorney shall arrange for a substitute attorney acceptable to the judge hearing the proceedings. Chisago County will not provide any additional compensation to the substitute attorneys. Any costs will be the responsibility of the attorney originally assigned to the case.
18. Changes to the payment schedule set forth in Paragraph 17 may be made from time to time by written amendment to this CONTRACT signed by both parties.

#### PAYMENT

19. Payment will be made by Chisago County to the Attorney on a monthly basis, prior to end of each month. For example, the monthly payment for services provided during April 2021, will be made prior to the end of May 2021. Payments shall be made in the manner provided by law for payment of claims against Chisago County. Payment may include direct deposit to a bank account in the name of the Attorney.
20. For payment for hourly services provided for appeals, Chisago County Court Administration requires invoices for services rendered within sixty (60) days of the end of the month of when an expense or charge is incurred. Court Administration will then submit the invoices to Chisago County for payment. Payments shall be made in the manner provided by law for payment of claims against Chisago County. Payment may include direct deposit to a bank account in the name of the Attorney. Payment may also be made automatically on or about the first day of each month for the prior month's Attorney services, when and if such process is approved by Chisago County for payment of claims such as provided in this CONTRACT, and so long as Attorney is in compliance with the terms of this CONTRACT each month.
21. If Attorney was providing legal representation for parties involved in child in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement under a previous CONTRACT that was terminated, the Attorney shall continue to provide services to those same clients under this new CONTRACT and the monthly compensation payment is payment for services provided to both new clients assigned and the existing clients. Any services provided prior to January 2, 2021 will continue to be paid for on an hourly basis under the previous contract.

#### INDEMNIFICATION

22. The Attorney agrees that s/he will indemnify and hold harmless Chisago County against any and all liability, loss, damage, costs, and expenses which Chisago County may hereafter sustain, incur, or be required to pay, but only by reason of and to the extent caused by any negligent act or omission or intentional act of the Attorney in the performance of this CONTRACT.

### INSURANCE

23. The Attorney will at all times during the term of this CONTRACT have and keep in force at his or her expense professional liability insurance in the amount of not less than \$300,000 per occurrence.
24. Prior to the effective date of this CONTRACT, the Attorney shall furnish Chisago County with certificates of insurance certifying such coverage.
25. Chisago County may withhold payment for failure of Attorney to furnish certificates of insurance as required above.
26. All certificates of insurance shall provide that the insurance company gives Chisago County thirty (30) days' prior written notice of cancellation, renewal and/or any material change in policy.
27. The Attorney shall have and keep in force at the Attorney's expense workers' compensation insurance if applicable.

### STANDARDS

28. The Attorney shall comply with all applicable Federal and State Statutes and regulations as well as local ordinances now in effect or hereafter adopted.
29. Failure to meet the requirements of paragraph 26 above may be cause for cancellation of the CONTRACT effective the date of receipt by the Attorney of the Notice of Cancellation.

### EQUAL EMPLOYMENT OPPORTUNITY

30. During the performance of this CONTRACT, the Attorney agrees that no person shall, on the grounds of race, color, religion, age, sex, sexual preference or orientation, disability, marital status, public assistance status, criminal record, creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; and Minnesota Stat. §181.59. If during the term of this CONTRACT, it is discovered that the Attorney is not in compliance with the applicable regulations as aforesaid, or if the Attorney engages in any discriminatory practices, the County may cancel said CONTRACT as provided by the cancellation clause of the CONTRACT.

### NONDISCRIMINATION

31. The Attorney agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Attorneys failure to comply with section 181.59 may result in cancellation or termination of the CONTRACT, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.



### DATA PRIVACY

32. The privacy of the clients and data related to the cases assigned to the Attorney are of utmost importance. Data collected, created, received, maintained, or disseminated for any purpose by the activities of the contractor, because of this CONTRACT may be governed by the Minnesota Rules of Juvenile Protection Procedure and any Protective Orders issues by the Court. The data may be protected by other state or federal rules, statutes and regulations, including but not limited to: attorney/client privilege, Health Information Portability and Accessibility Act (HIPAA), Minnesota Health Records Act, 42 CFR §290dd-2 related to Substance Use Disorder records. Additionally and simultaneously the data shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The contractor is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to the contractor.

### MODIFICATIONS

33. Any material alteration, modification or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by CONTRACT of the County and the Contractor shall not require written approval.

### MERGER

34. It is understood and agreed that the entire CONTRACT of the parties is contained herein, together and the aforementioned CONTRACT Documents and this CONTRACT supersedes all oral agreements, statements and negotiations between the parties relating to this subject matter not reduced to writing and executed as additional agreement between the parties. All items referred to in this CONTRACT are incorporated or attached and deemed to be a part of the CONTRACT.

### AUDITS

35. Until the expiration of six (6) years after the furnishing of services pursuant to this CONTRACT, the Attorney, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding sources, a copy of this CONTRACT, and the books, documents, records and accounting procedures and practices of the Attorney relating to this CONTRACT.

### RESOLUTION OF DISPUTES

36. With the consent of both parties, any dispute arising out of the terms of this CONTRACT may be resolved by any of the Alternative Dispute Resolution (ADR) processes identified in Rule 114 of the General Rules of Practice for District Courts. The selection of the ADR processes and the neutral providing the ADR process will be by mutual consent. The process will be conducted by the neutral in accordance with the procedures set forth in Rule 114, Sections 114.07 through 114.10, and as they may be amended.

TERMINATION

- 37. Either party may terminate this CONTRACT, with or without cause, by giving the other party sixty (60) days written notice of termination. The notice of termination, if given by Attorney, shall be given to the Chisago County Deputy Administrator.
- 38. Upon termination of the CONTRACT by either party, the Attorney shall phase out all cases assigned under this CONTRACT through a phase-out plan approved by the Court and Chisago County. The phase-out plan may include transitioning all active cases to another attorney under contract with Chisago County, or if Attorney retains their existing clients until those cases are closed, compensation shall be made on an hourly basis at a rate of \$75 per hour or as agreed upon in the phase-out plan. Under no circumstances will the monthly payment be made to the Attorney after this CONTRACT is terminated.
- 39. As provided for in paragraph 1 of this CONTRACT, unless terminated earlier, this CONTRACT will terminate on December 31, 2023.

FIREARMS PROHIBITED

- 40. Unless specifically required by the terms of this contract or the person it is subject to an exception provided by 18 USC§ 926B or 926BC (LEOSA) no provider of services pursuant to this contract or subcontractors shall carry or possess a firearm on county premises or while acting on behalf of Chisago County pursuant to the terms of this CONTRACT. Violation of this provision is grounds for immediate suspension or termination of this contract.

EFFECTIVE DATE

- 41. This CONTRACT shall be effective upon execution by all parties and shall supersede any other CONTRACT with Chisago County for services set forth herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**ATTORNEY: (NAME)**

Signed \_\_\_\_\_  
Attorney Date: \_\_\_\_\_

THE COUNTY OF CHISAGO

By \_\_\_\_\_  
County Board Chair Date: \_\_\_\_\_

By \_\_\_\_\_  
County Administrator Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Chisago County Attorney Date: \_\_\_\_\_

**EXHIBIT 2**  
**References Table**  
References for \_\_\_\_\_  
[Proposer/Attorney]

<b>1. NAME:</b>	<b>2. NAME:</b>
<b>CONTACT:</b>	<b>CONTACT:</b>
<b>ADDRESS:</b>	<b>ADDRESS:</b>
<b>PHONE #:</b> <b>E-mail:</b>	<b>PHONE #:</b> <b>E-mail:</b>
<b>DATE OF MOST RECENT WORK:</b>	<b>DATE OF MOST RECENT WORK:</b>

<b>3. NAME:</b>	<b>4. NAME:</b>
<b>CONTACT:</b>	<b>CONTACT:</b>
<b>ADDRESS:</b>	<b>ADDRESS:</b>
<b>PHONE #:</b> <b>E-mail:</b>	<b>PHONE #:</b> <b>E-mail:</b>
<b>DATE OF MOST RECENT WORK:</b>	<b>DATE OF MOST RECENT WORK:</b>

<b>5. NAME:</b>	<b>6. NAME:</b>
<b>CONTACT:</b>	<b>CONTACT:</b>
<b>ADDRESS:</b>	<b>ADDRESS:</b>
<b>PHONE #:</b> <b>E-mail:</b>	<b>PHONE #:</b> <b>E-mail:</b>
<b>DATE OF MOST RECENT WORK:</b>	<b>DATE OF MOST RECENT WORK:</b>

**EXHIBIT 3  
AFFIDAVIT CONCERNING ELIGIBILITY  
FOR CONTRACT ATTORNEY POSITION**

Affidavit Of \_\_\_\_\_  
(Name of Attorney)

Your affiant, \_\_\_\_\_, being first sworn, deposes and states as follows:

1. I have reviewed Minn. Stat. §260C.163 and I affirmatively represent that I meet minimum qualifications for this position as set forth in the statute. (Check all that apply.)

I have the minimum amount of training required in handling child protection cases from a course or courses approved by the Judicial Council;

And/ Or

I have at least two years of experience as an attorney handling child protection matters;

And/Or

I will at all times be supervised by an attorney who meets either of the qualifications listed above. (If supervised, then supervising attorneys must supply and affidavit of his/her own and a letter acknowledging his/her supervisory role.)

2. I understand and agree that if Chisago County contracts with me for the position, and it is later determined that I do not meet the eligibility requirement, the contract shall be immediately terminated.

3. I agree that my representation under this contract is controlled by current law, including any changes which go into effect during the duration of this contract.

4. I am admitted to practice law and I am in good standing with the Board of Professional Responsibility. Should this status change, I am obligated to inform the County within three days, and the County has the absolute option to terminate this contract.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Attorney

STATE OF MINNESOTA        )  
  ) ss  
COUNTY OF CHISAGO        )

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT 4**  
**Estimation of Number of Cases**

The Proposer is asked to estimate the number of Juvenile Court matters where the Proposer has represented a party or participant in a Child in Need of Protection or Services case or Permanency case.

<b>Year</b>	<b>Number of Cases Assigned</b>