



PROMOTING EXCELLENCE—SEEKING JUSTICE

**ALAMEDA COUNTY BAR ASSOCIATION (ACBA)
CRIMINAL COURT APPOINTED ATTORNEYS PROGRAM (CAAP)
2019 DECLARATION OF ELIGIBILITY**

I, _____, hereby declare:

1. I am an active member in good standing with the State Bar of California and am not now nor have been subject to any State Bar discipline.
2. I maintain my principal office in Alameda County, the majority of my practice is in Alameda County, and this is my address of record with the State Bar of California; or, I am seeking a waiver of this rule (please provide information justifying the waiver on a separate sheet).
3. I do not belong to any other criminal or juvenile defense court appointment panel, excluding post-conviction or federal. I have listed below the name(s) of the post-conviction and/or federal court appointment panels to which I belong:
4. The term “Program” as used in this document refers to the Alameda County Bar Association Court Appointed Attorney Program, which may also be referred to ACBA and/or CAAP. All names relate to the same entity.
5. I hereby certify that I have completed at least six (6) hours of criminal law education or training in the immediately preceding year.
6. I acknowledge that I have received and read the most current versions of Rules and Regulations of the Court Appointed Attorneys Program (CAAP) and the CAAP Fee Schedule (both available on the ACBA website at www.acbanet.org) and agree to abide by and be bound by them and such other and further rules and regulations as may be adopted on behalf of CAAP.
7. I agree to adhere to the State Bar Act, the California Rules of Professional Conduct, and all rules of professional conduct promulgated by the California State Bar.
8. I hereby consent to verification by CAAP of my eligibility for membership in CAAP and to the Quality Assurance protocols described in the Rules and Regulations of CAAP.
9. I hereby provide a general waiver and release of any and all claims in favor of the ACBA and its officers, directors, managing agents, members, and employees; the CAAP Committee, its officers, and members; and, the County, its Board of Supervisors, employees, and agents as to any and all claims, causes of action, demands, actions, liabilities, damages, judgments, awards, settlements, insurance deductibles,

losses, costs, or expenses (including attorneys' fees) relating to and/or arising from that panel member's participation in the Program, or lack thereof.

10. The ACBA has and reserves the right to remove any attorney from the CAAP panel. If removed, the Attorney shall be entitled to payment for services provided hereunder prior to the effective date of said removal.
11. I hereby agree to hold harmless and indemnify the ACBA, its officers, directors, members and employees; the CAAP Advisory Committee members; and the County of Alameda, its Board of Supervisors, employees and agents from any and all claims, demands, actions, liability, or loss which may arise or be incurred because of or resulting from my participation or lack of participation in CAAP.
12. I agree that this Declaration of Eligibility is renewable each calendar year and that the terms and conditions which apply to the member shall be subject to changes as CAAP deems necessary.
13. I understand that as a Program panel member, I am receiving reimbursement for legal services rendered; I am an independent contractor. I am not an employee of either the ACBA or the Program. Program panel members are not covered by any employee benefit plans provided to or by the ACBA or the Program. Program panel members are liable for the acts and omissions of themselves and their own employees, subcontractors, and agents. Nothing in these Rules and Regulations, or in any other documents, communications, contracts, agreements, or otherwise between panel members, the ACBA, and/or the Program shall be construed as creating an employment or agency relationship between Program panel members, on the one hand, and either the ACBA or the Program on the other hand. Each Program panel member shall determine the methods, details, and means of performing his or her Program-related services, including, without limitation, exercising full control over the employment, direction, compensation, and discharge of all of his or her subcontractors, agents, employees, or other persons assisting in the performance of that Program panel member's services. Each Program panel member shall control the details of, and is solely responsible for, his or her acts, omissions, decisions, and undertakings incident to and/or in furtherance of the representation of any client whose representation arises under the Program. Each Program panel member shall be solely responsible for all matters relating to the payment of his or her own employees, including but not limited to compliance with Medicare, social security, income tax withholding, unemployment, and workers' compensation laws and regulations governing such matters. Neither the Program panel members, on the one hand, nor the ACBA or the Program on the other, have any authority to enter into any contract or otherwise incur any liability in the name of, or on behalf of, one another.
14. I hereby acknowledge that no attorney has the right to be a Program panel member; there is no guarantee that application for Program panel membership will be granted; if admitted to the Program panel, a Program panel member has no guarantee that the Program panel member will be assigned any cases at all through the Program or otherwise; a Program panel member may be assigned greater or fewer cases than any other Program panel member; case assignment is at the sole discretion of the Director, taking into consideration the needs of Program clients, the rotation of Program panel members, the availability and experience of the Program panel member, quality assurance review, the

needs of the Program, and each Program panel member's history with the State Bar, the bench, members of the bar, clients, and the Program; and, if admitted to the Program, admission is in no way a promise, guarantee, or commitment to be admitted, readmitted, or renewed for Program panel membership in any other year.

15. I agree to perform my work in strict accordance with currently approved methods and practices in the field. I further agree that the sole interest of the ACBA is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the State Bar of California and the ACBA Court Appointed Attorneys Program. I agree to provide quality representation to all of my clients, including those assigned to the Program panel members by or through the Program; provide services in a competent, effective, and diligent manner; and, participate regularly in continuing legal education activities specific to criminal law and the representation of indigent clients, and demonstrate adequate skills, knowledge, and comprehension of the California criminal justice system, the specific statutes, rules of court, and case law relevant to criminal proceedings.
16. I agree to participate in and attend any trainings the ACBA designates as mandatory for panel members, including (but not limited to) the annual Misdemeanor Trial Skills trainings for panel members who are on the Class 4 and/or Class 5 panels. I agree that any failure to complete any training designated as "mandatory" by the ACBA can result in my being removed from the panel unless I have sought and obtained the Director's approval prior to the training to miss a mandatory training.
17. I acknowledge that the ACBA has and reserves the right to remove any attorney from the CAAP panel. If removed, the Attorney shall be entitled to payment for services provided hereunder prior to the effective date of said removal.
18. I agree that any and all disputes, claims or controversies arising out of or relating to the ACBA CAAP Declaration of Eligibility shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in Paragraph 21 below.
19. I agree that either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.
20. I agree that the parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
21. I agree that all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

- 22. I agree that either party may initiate arbitration with JAMS with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first (“Earliest Initiation Date”). The mediation may continue after the commencement of arbitration if the parties so desire.
- 23. I agree that at no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to CAAP except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 19 above.
- 24. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.
- 25. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

I declare, under penalty of perjury, the foregoing to be true and correct of my own information, knowledge and belief and that I have knowingly, intelligently and voluntarily consented to the foregoing provisions.

Executed this ____day of _____, 20 ____ at _____, CA

Signature: _____