

PUBLIC DEFENSE SERVICES COMMISSION

REQUEST FOR PROPOSALS

FOR

PUBLIC DEFENSE LEGAL SERVICES CONTRACTS

BEGINNING

JANUARY 1, 2010

TABLE OF CONTENTS

	<u>Page</u>
<u>PART I - GENERAL INFORMATION</u>	
1.1 Request For Proposals (RFP) Description	1
1.2 Authority	1
1.3 Funding Source	2
1.4 Schedule of Events	2
1.5 General Proposal Review Procedures	2
A. Inadequate Proposals	
B. Facially Adequate Proposals	
C. Negotiations	
D. Contract Awards	
E. Contract General Terms	
1.6 Proposal Evaluation Criteria	3
1.7 Proposal Records	4
<u>PART II - PROPOSAL APPLICATION INSTRUCTIONS AND REQUIREMENTS</u>	
2.1 Submitting Proposals	5
A. Number of Copies	
B. Deadline	
2.2 Application Format	6
2.3 Acceptance of RFP and General Contract Terms	6
2.4 Multiple Proposals	7
2.5 Modification of Proposals	7
A. When Permitted	
B. Delivery	
C. Included in Proposal File	
2.6 Mistakes in Submitted Proposals	7
A. When Corrections Permitted	
B. Procedure When PDSC or Applicant Discovers Mistake	
C. Included in Proposal File	

	<u>Page</u>
2.7	Withdrawal of Proposals 8
	A. Request to Withdraw
	B. Included in Proposal File
2.8	Evaluation of Proposals 9
2.9	Categories of Cases Available for Contract 9
2.10	Number of Cases 9
	A. Available Caseload
	B. Fixed Caseloads and Value- or Hourly-Based Workloads
	C. Proposed Caseload
2.11	Cost of Services 10
	A. Expenses Included in Contract Price
	B. Reasonable Expenses
	C. Factors to Consider
2.12	Proposal Application Format 11

PART III - PROPOSAL APPLICATION AND PROPOSAL OUTLINE

3.1	Application Summary Appl. 1
	A. Methodology, Explanations and Estimates Appl. 2
	B. Proposal Staffing Summary Appl. 3
3.2	Certification Form Appl. 3
3.3	Proposal Outline
	A. Service Delivery Plan Appl. 4
	B. Proposed Estimated Allocation of Contract Funds Appl. 6
	C. Proposed List of Contract Attorneys Appl. 10
	D. Proposed List of Contract Non-Attorney Staff Appl. 11
	E. Certificate of Attorney Qualification and Supplemental Questionnaire Appl. 12
	F. Proposed Contractor Certificate of Compliance with Applicable Oregon Tax Laws Appl. 15
	G. Proposed Contractor Independent Contractor Certification Statement Appl. 16

PART IV - GENERAL CONTRACT TERMS

PART I – GENERAL INFORMATION

1.1 Request For Proposals (RFP) Description

The Public Defense Services Commission (PDSC) is seeking contract proposals to provide legal services to persons determined by the state courts to be financially eligible and entitled to court-appointed counsel at state expense. **PDSC is accepting proposals for all case types in all counties. Proposals for post-conviction relief representation, either as part of a broad case mix or proposals solely for post-conviction relief representation are strongly encouraged. The contracts awarded may have one-year, two-year, or four-year terms beginning January 1, 2010, as determined by PDSC.** The basic services required are legal representation and support services necessary to provide effective legal representation that meets established professional standards of practice.

As part of the Judicial Branch, PDSC is not subject to the Department of Administrative Services's administrative rules or the related statutes that govern competitive public bidding for personal services contracts. PDSC reserves the right to reject any or all proposals received by reason of this RFP or to negotiate separately in any manner necessary to serve the best interests of the PDSC and the state. PDSC reserves the right to seek clarifications of proposals and to award a contract(s) without further discussion of the proposals submitted. PDSC reserves the right to amend or cancel this RFP without liability if it is in the best interest of the state and public to do so.

This RFP contains the instructions and requirements for proposals. It is organized in four parts:

- Part I General Information
- Part II Proposal Application Instructions and Requirements
- Part III Proposal Application and Proposal Outline
- Part IV Contract General Terms

1.2 Authority

ORS 151.219 authorizes the PDSC executive director to contract for legal services for financially eligible persons in proceedings in which:

- 1) a state court or magistrate has the authority to appoint counsel to represent the financially eligible person, and
- 2) the PDSC is required to pay compensation for that representation.

PDSC may contract with individual attorneys, groups of attorneys, private firms, and full-time, not-for-profit public defender organizations for these services.

Awarding these contracts is a proprietary function of PDSC. All such contracts are:

- 1) subject to PDSC's express approval under ORS 151.216(1)(d), and
- 2) considered contracts with independent contractors for personal services.

1.3 Funding Source

Under ORS 151.225, the Public Defense Services Account in the General Fund is continuously appropriated to PDSC to pay attorney compensation and other expenses related to the legal representation of financially eligible persons for which PDSC is responsible, including contract payments under ORS 151.219.

1.4 Schedule of Events

Release of RFP	May 22, 2009
Proposal Submission <u>Deadline</u> (Receipt by 4:30 p.m. <u>OR</u> Postmark)	July 13, 2009
Contract Awards	On or before December 10, 2009
Contract Effective Date	January 1, 2010

PDSC presently intends to award public defense legal services contracts according to the above time schedule. By publishing this schedule, PDSC does not represent, agree, or promise that any contract will be awarded on a specified date or any other time in any particular county or judicial district. PDSC intends, however, to adhere to these time frames as closely as possible.

1.5 General Proposal Review Procedures

The instructions and information necessary to prepare and submit proposals are found in Part II of this RFP. PDSC will evaluate proposals based on the contents of the applications, their review by the affected court(s), and any other information available to PDSC. Applicants must submit a completed application using the forms and format provided. Applications **MUST** be received by PDSC and the appropriate presiding judge(s) by 4:30 p.m. OR be postmarked on the submission deadline date. Applications faxed to the PDSC will be accepted only when the applicant has received prior consent to submit via fax. The following events will then occur.

A. Inadequate Proposals

PDSC may immediately reject proposals that do not meet the minimum service or RFP requirements. If a proposal is unclear or appears inadequate, PDSC may give the applicant an opportunity to further explain or provide additional information. If PDSC finds the explanation or additional information inadequate, PDSC's decision to reject the proposal will be final and not subject to appeal.

B. Facially Adequate Proposals

PDSC will evaluate proposals that meet the administrative and contractual minimum requirements as set forth in Part II of the RFP. PDSC will evaluate each proposal based on its total characteristics and any other information available to PDSC. During the evaluation period, PDSC may:

- 1) request additional information from applicants to clarify information or material in the proposal;

- 2) consult with judges, court administrative staff, and others who have knowledge of the applicant or the local caseloads and practices to aid in the review of the proposal's merits; and
- 3) request individuals with experience and expertise in the proposed case types to review the apparent qualifications of the applicants, the strengths and weaknesses of the management plans submitted by applicants and the apparent cost-effectiveness and quality of the various proposals.

C. Negotiations

PDSC must ensure that each contract is compatible with:

- 1) the needs of the particular court(s), county(ies), judicial district(s), region(s), and the state;
- 2) other public defense contracts in place or contemplated; and
- 3) budget allocations.

During negotiations, PDSC may discuss adjustments to proposed costs, caseload types, coverage, level of services, or service providers necessary to meet these objectives.

D. Contract Awards

Award of any contract will be final only when the applicant and the PDSC have properly completed and executed the contract documents.

E. General Contract Terms

PDSC will offer all applicants the same general contract provisions. Successful applicants will enter into a contract substantively similar to the general contract document in Part IV of this RFP, unless otherwise specifically agreed by PDSC.

An applicant may request in the proposal to amend general terms of the contract for good reason. PDSC must approve any change. Applicants who do not otherwise accept the general terms contract in Part IV may be disqualified.

1.6 Proposal Evaluation Criteria

PDSC shall evaluate proposals based on the criteria listed below. PDSC reserves the right to reject any proposals that do not comply with the RFP requirements. PDSC shall be the sole determiner of the relative weight given any criterion. Although price is an important criterion, the intent is to provide financially eligible persons with effective legal representation. The applicant with the lowest cost proposed will not necessarily be awarded a contract. PDSC reserves the sole right to make this determination.

CRITERIA:

- 1) The proposal and any modification is complete and timely, in conformance with the RFP.
- 2) The applicant meets the minimum attorney qualification standards for the types of cases proposed, as specified in PDSC's Qualification Standards for Court-Appointed Counsel to Represent Financially Eligible Persons at State Expense.

- 3) The proposed plan for delivery of services is adequate to ensure effective legal representation. Among the factors PDSC may consider are the quality of legal representation, the experience of the attorneys, staffing patterns, available support staff and other services, and caseload per attorney.
- 4) The applicant has the ability to perform the contract effectively and efficiently and to provide representation in the types of cases proposed. Among the factors PDSC may consider are financial ability, personnel qualifications, and successful experience providing public defense services under contract or on a private bar basis.
- 5) The cost for services is reasonable. PDSC may consider factors that affect the cost, including those outside the applicant's control, such as district attorney (DA) negotiation practices, local jail facilities, and court programs and procedures.
- 6) The budget is reasonable, and expenses are prorated to the proportion of applicant's time to be devoted to the contract. Among the factors PDSC may consider are the ratios of administrative cost, support services, and non-personnel expenses to direct legal services, as well as compensation, benefit, and other resource levels.
- 7) The proposal is consistent with the needs and best interests of the court(s), county(ies), judicial district(s), and region(s) involved. Among the factors PDSC may consider are the other service methods and service providers available, the applicant's ability to work with the court(s) and within its procedures, and the mix of service providers.
- 8) The proposal is consistent with the needs and best interests of the state as a whole. Among the factors PDSC may consider are the other service methods and mix of service providers available, and the applicant's ability to work with other groups affected by the contract, legislative mandates, or other directives that affect the entire statewide contracting patterns or terms.

In addition to the criteria listed above, PDSC will evaluate the available caseload, the current number of contractors or private bar providers, and the relative cost of administering current contracts and/or new contract proposals.

The PDSC has the sole discretion to apportion or not to apportion caseloads between applicants AND to award or not to award contracts.

1.7 Proposal Records

No materials submitted by applicants will be available for public review until after contract awards have been made.

Written inquiries on preparing applications may be directed to:

Kathryn Aylward, Director
Contract and Business Services Division
Public Defense Services Commission
1320 Capitol St NE, Suite 190
Salem, Oregon 97301

PART II -- PROPOSAL APPLICATION INSTRUCTIONS AND REQUIREMENTS

This part of the RFP contains the instructions and requirements for preparing and submitting proposals for public defense legal services contracts.

2.1 Submitting Proposals

The applicant is responsible for any costs incurred in preparing or delivering the proposal. The applicant is responsible for ensuring that the proposal is received timely by the Public Defense Services Commission and presiding judge(s).

There is no implied promise to award a contract to any applicant based upon the submission of a proposal.

A. Number of Copies

Except for applicants for **death penalty** contracts only, each applicant must submit one original and one copy of its proposal, distributed as follows:

1) PDSC--Original

Applicants must submit the **original** of each proposal, addressed to the attention of:

Kathryn Aylward, Director
Contract and Business Services Division
Public Defense Services Commission
1320 Capitol St NE, Suite 190
Salem, Oregon 97301

2) Presiding Judge(s)--One Copy Each (except Multnomah County)

Except for proposals for Multnomah County, applicants must submit one copy of each proposal to the presiding judge of each judicial district in which applicant proposes to provide services. For **Multnomah County**, one copy of each proposal must be submitted to the **Trial Court Administrator**.

Applicants for death penalty contracts only need to submit the original proposal to the Contract and Business Services Division; i.e., no copy needs to be provided to the presiding judges of counties in which applicant proposes death penalty coverage.

B. Deadline

Proposals **MUST BE**:

- 1) POSTMARKED no later than the submission deadline date; OR
- 2) ACTUALLY RECEIVED by PDSC and the appropriate presiding judge(s) no later than 4:30 p.m. on the submission deadline date.

The submission deadline for proposals is July 13, 2009.

Hand-delivery of proposals must be made to the appropriate presiding judge(s) AND the Contract and Business Services Division of the Public Defense Services Commission, 1320 Capitol St NE, Suite 190, Salem, Oregon.

A proposal submitted to the PDSC by fax or email will be accepted only when the applicant has received permission to do so prior to the transmission of the documents. If consent to submit a proposal is given, one original must be supplied to the PDSC, by mail or hand-delivery, by the date established when permission to fax or email the proposal is obtained.

If the applicant fails to submit the proposal(s) to all the relevant courts in accordance with the deadline, PDSC may disqualify the applicant's proposal(s).

If the applicant fails to submit the proposal(s) in accordance with the deadline to PDSC, PDSC will disqualify the proposal(s), unless authorization for late submission is granted by PDSC.

2.2 Application Format

Applicants must use the attached application format for submission of all proposals and must answer all questions or state the reason why a specific question is not relevant to the particular proposal. PDSC may disqualify any proposal that is not in the required format or is incomplete.

An electronic copy of this RFP is available at www.opds.state.or.us.

Applicants who do not or are unable to use an electronically produced form to prepare their application must, at a minimum, identify responses prepared on separate sheets of paper by the number, major heading, and each subsection subject.

2.3 Acceptance of RFP and General Contract Terms

- A. Applicants are responsible for reviewing the terms and conditions of the RFP and the general terms of the contract.
- B. By signing and returning the application form, the applicant acknowledges that the applicant accepts and intends to abide by the terms and conditions of the RFP. Further, the applicant accepts the terms and conditions of the general terms of the contract contained in Part IV, unless and only to the extent that the applicant proposes exceptions as described below.
- C. The applicant must clearly state in its proposal any proposed exceptions to the general terms of the contract, including reasons to support the exceptions and estimated efficiencies/cost savings if PDSC accepts the proposed exception(s). PDSC reserves the right to accept, reject, or negotiate exceptions to the contract terms.
- D. Any changes to the general terms of the contract terms proposed by PDSC will be provided, in writing, to each applicant.

2.4 Multiple Proposals

An applicant may submit more than one proposal. Each proposal must be complete in itself. The proposal must state whether it is in addition to or an alternative to other proposals submitted by the applicant.

2.5 Modification of Proposals

A. When Permitted

Applicants may not modify proposals after the submission deadline, unless PDSC agrees thereto, upon written request by applicant. Until that date, an applicant may modify its proposal(s) in writing. Modifications must be:

- 1) prepared on the applicant's letterhead;
- 2) signed by an authorized representative(s); and
- 3) must state whether the new document supersedes or modifies the prior proposal.

B. Delivery

Applicants must deliver any modifications in the same number and manner as required by Section 2.1 for original proposals. The envelope should be marked as follows:

Public Defense Legal Services Contract
Proposal Modification
from
(Applicant Name and Address)

C. Included in Proposal File

All documents relating to the modification of proposals will be made part of the proposal file.

2.6 Mistakes in Submitted Proposals

A. When Corrections Permitted

PDSC will permit applicants to correct mistakes on a proposal only to the extent correction is not contrary to PDSC's interest or to the fair treatment of other applicants. PDSC has sole discretion to allow an applicant to correct a mistake. PDSC will notify the applicant if and when PDSC allows corrections to proposals.

B. Procedure When PDSC or Applicant Discovers Mistake

If PDSC or the applicant discovers a mistake before the proposal deadline, the applicant may amend the error using the procedures for proposal modification in Section 2.5 above.

PDSC will proceed as follows when PDSC discovers or is notified of mistakes in proposals after the submission deadline but before contract awards are made:

1) Minor Inaccuracies

PDSC may waive or correct minor inaccuracies or insignificant mistakes. Minor inaccuracies are:

- a) matters of form rather than substance that are evident from the proposal documents; or
- b) insignificant mistakes that do not prejudice other applicants; e.g., the inaccuracy or mistake does not affect price, quantity, quality, delivery, or contractual conditions.

2) Mistakes Where Intended Correct Proposal is Evident

If the mistake and the intended correct proposal are clearly evident on the face of the proposal or can be determined from accompanying documents, PDSC may consider the proposal. Examples of mistakes that may be clearly evident on the face of the proposal are typographical errors, transposition errors, and mathematical errors.

3) Mistakes Where Intended Correct Proposal is Not Evident

PDSC may not consider a proposal in which a mistake is clearly evident on the face of the proposal but the intended correct proposal is not evident or cannot be determined from accompanying documents, including requests for correction or modification under Sections 2.5 and 2.6.

C. Included in Proposal File

All documents relating to correcting a mistake will be made part of the proposal file.

2.7 Withdrawal of Proposals

A. Request to Withdraw

An applicant may withdraw a proposal at any time by written request. Requests to withdraw a proposal from consideration must be:

- 1) on the applicant's letterhead;
- 2) signed by an authorized representative(s); and
- 3) submitted to PDSC and presiding judge(s) of the affected court(s) and should be marked as follows:

Proposal Withdrawal
from
(Applicant Name and Address)

B. Included in Proposal File

All documents relating to the withdrawal of proposals will be made a part of the proposal file.

2.8 Evaluation of Proposals

PDSC will begin to evaluate proposals upon receipt, subject to the procedures and criteria described in Part I, Sections 1.4, 1.5 and 1.6. PDSC intends to make contract awards on or before December 10, 2009.

2.9 Categories of Cases Available for Contract

A proposal for public defense legal services may include coverage of all, some, or any of the following categories of cases for which financially eligible persons have a right to appointed counsel in state court at state expense:

- Capital Murder (death penalty)
- Noncapital Murder
- Felony
- Misdemeanor
- Probation Violation
- Juvenile
- Post-Conviction Relief
- Habeas Corpus
- Civil Commitment
- Extradition
- Contempt
- Post-Conviction Relief and Habeas Corpus Appeals

Applicants should refer to Part IV, the General Terms of the contract, section 10 for specific definitions of the categories.

2.10 Number of Cases

A. Available Caseload

To obtain the number of contract cases and/or workload likely for a particular court, county, or case type, the applicant should contact the Contract and Business Services Division of the Public Defense Services Commission at (503) 378-2478.

B. Fixed Caseloads and Value- or Hourly-Based Workloads

PDSC will contract for:

- 1) fixed workload by value of cases or hourly based; or
- 2) hourly-based workloads for death penalty contracts.

C. Proposed Caseload

The applicant should propose no more than the number of cases or hours for which the applicant can provide effective and efficient representation and adequate staff support resources.

2.11 Cost of Services

A. Expenses Included in Contract Price

Public defense contractors are responsible for all reasonable and necessary expenses that are ordinary and related to the proper preparation and presentation of the case.

PDSC bears the costs outside of any public defense contract for:

- 1) discovery;
- 2) transcripts;
- 3) witness fees and expenses; and
- 4) non-routine case expenses that are preauthorized (e.g., expert witnesses; psychiatric exams; and investigation requiring an investigator's services, unless Contractor has staff investigator(s) for this purpose).

Applicants should not include these case-related expenses in calculating the cost of providing contract services.

B. Reasonable Expenses

Applicants should project the cost of occupancy, staff, or other contract expenses at rates no greater than customary for the community and the type of service or expense. PDSC will not pay premium rates. PDSC expects contractors to provide facilities reasonably adequate to ensure an environment conducive to providing effective and efficient legal services and to maintaining the dignity of attorney, staff, and clients.

C. Factors to Consider

In calculating overall case cost figures, applicants should consider the percentage of appointments by case type (the "mix" of cases) and the percentage of appointments that:

- 1) usually terminate before trial or contested adjudication, and at what stages and why they terminate (such as, withdrawals, dismissals, multiple cases negotiated together, and bench warrants); and
- 2) usually go to trial or contested adjudication.

The applicant may consider any other relevant factors in constructing costs, as long as these factors do not jeopardize the delivery of adequate legal services at the prices proposed. Applicants must describe in the application all factors or premises on which costs are based.

2.12 Proposal Application Format (Part III of RFP)

The application format consists of:

- 1) Application Summary;
- 2) Certification Form; and
- 3) Proposal Outline divided in the following sections:
 - a) Service Delivery Plan
 - b) Proposed Estimated Allocation of Contract Funds
 - c) Proposed List of Contract Attorneys
 - d) Proposed List of Contract Non-Attorney Staff
 - e) Certificate of Attorney Qualification and Supplemental Questionnaire
 - f) Proposed Contractor Certificate of Compliance with Applicable Oregon Tax Laws
 - g) Proposed Contractor Independent Contractor Certification Statement

THE FOLLOWING PAGES APPL. 1 THROUGH APPL. 16 ARE THE RFP APPLICATION AND PROPOSAL OUTLINE.

PUBLIC DEFENSE SERVICES COMMISSION
REQUEST FOR PROPOSALS
FOR
PUBLIC DEFENSE LEGAL SERVICES CONTRACTS

PART III

PROPOSAL APPLICATION SUMMARY AND PROPOSAL OUTLINE

**(TO BE COMPLETED AND SUBMITTED TO PDSC
BY APPLICANTS WHO DO NOT CURRENTLY CONTRACT WITH PDSC)**

**PART III
PROPOSAL APPLICATION SUMMARY AND PROPOSAL OUTLINE**

3.1 APPLICATION SUMMARY

APPLICANT INFORMATION

County or Counties to be served: _____

Formal Name of Applicant: _____

Contact Person for Proposal: _____

Address: _____

Telephone: _____ Fax: _____

Email (required): _____

Fed. I.D. No.: _____ **or** S.S.N.: _____

Type of Organization (*check one*):

Sole Practitioner Nonprofit P.D. Partnership or P.C. Consortium

Other (*describe*) _____

CASELOAD INFORMATION

- A. Case Types Covered: All case types as defined in the general terms of the contract document that are subject to this RFP excluding:

- B. Complete the section below:

Case Types	Value	# of Cases	Total Value
First Year			
	\$		\$
	\$		\$
	\$		\$
	\$		\$
First-Year Total			\$
Second Year			
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Second-Year Total			\$
Contract Total			\$

(Add additional years if necessary.)

A. METHODOLOGY, EXPLANATIONS AND ESTIMATES

- 1) Service Cost Basis. For the types of cases, extent of coverage, and services proposed, explain how costs were projected and the premises underlying the projection.
- 2) Case Costs.

Explain:

- a) how the various case types were weighted;
- b) how the cost varies by case type; and
- c) how staff investigator, paralegal, and/or interpreter costs were factored.

Estimate:

- d) what percentage of each case type is disposed by jury trial, court trial, plea, dismissal, withdrawal, and bench warrant;
- e) the average number of hours required for each case type proposed;
- f) the cost of providing contract counsel at arraignments to advise defendants regarding plea offers or resolution of probation violation or contempt matters if a

program were established to facilitate early resolution of cases. Describe the time required and the potential number of cases involved; and

- g) the percentage of attorney time and staff time required for administrative duties, CLE, and other professional duties not related to a particular case.
- 3) Other Information. Include any other relevant information that PDSC should consider in evaluating proposal costs.

B. PROPOSAL STAFFING SUMMARY ("FTE" means "full-time equivalent"; e.g., four attorneys each committing 50% of their full time to contract work equals two FTEs.)

Number of Attorneys _____ / FTE_____

Number of Secretarial/Receptionist Staff _____ / FTE_____

Number of Paralegals/Legal Assistants _____ / FTE_____

Number of Administrative Staff _____ / FTE_____

Number of Investigators _____ / FTE_____

Number of Interpreters _____ / FTE_____

Number of Other Staff _____ / FTE_____

Identify "Other Staff" type: _____

3.2 CERTIFICATION FORM

I hereby certify that I have the authority to submit this proposal on behalf of the applicant and that I have read and understand the terms and conditions of the general terms of the contract.

Signature

Date

Typed or Printed Name of Authorized Representative

Title or Representative Capacity

Applicant Name

3.3 PROPOSAL OUTLINE

The following is an outline of the information each applicant **MUST** provide. ALL questions must be answered and all requested information must be completed. If a certain question or requested information is "Not Applicable" to the applicant's proposal, please note "NA."

Applicants who do not or are unable to use an electronic copy of the application form (allowing sufficient room for complete responses) must present their responses on separate sheets of paper in accordance with Section 2.2 of the Application Instructions.

A. **SERVICE DELIVERY PLAN**

The purpose of a public defense legal services contract is to provide cost-effective delivery of legal services that meet constitutional, statutory, and other legally mandated standards. Please describe, in detail, applicant's service delivery plan and how it will ensure effective and efficient legal representation. Include information on the following:

1. Contractor Staff Services. Describe legal, support, and other services to be provided under the contract. Include any express limitations on the range of services.

IN ADDITION to providing the information requested above, each attorney included within applicant's proposal must complete a Certificate of Attorney Qualification and Supplemental Questionnaire, to be included with applicant's proposal (see pages Appl. 12-14).

2. Case Services. Describe the caseload and case types to be covered. Include any limitations in coverage by case type. Include any differing values per type of case that applicant proposes.
3. Service Delivery. Describe how applicant will provide timely, effective, and efficient case-related services. Include:
 - a) how the court would assign cases to applicant;
 - b) whether applicant attorneys would be present at first appearances;
 - c) how applicant would assign cases to attorneys;
 - d) how applicant would provide for interviews with both in-custody and out-of-custody clients in accordance with the general terms of the contract;
 - e) how applicant would process cases from assignment through reporting to PDSC;
 - f) how applicant would work with the court to coordinate services with other contractors and with the court; and
 - g) how applicant would investigate and provide information, if any, on sentencing alternatives to the court.
4. Facilities. Describe applicant's office(s). Include information on:
 - a) office sharing arrangements;
 - b) conference room(s);
 - c) library (size and contents);
 - d) disabled access (if none, describe alternative arrangements for meeting disabled clients or witnesses) (if applicant is a consortium, describe the disabled access or alternative arrangements for each consortium member's office); and
 - e) number of separate law firms/sole practitioners included.

Does each of applicant's attorneys have his/her own office?

Are any offices housed in a residence?

Does applicant or any of its members own or have an interest in the office building(s)?

If yes, please explain: _____

5. Equipment. Describe equipment or information systems applicant has or will obtain to improve the provision of services under the proposal. If applicant uses or will use a computer system, please specify hardware and software to be used.
6. Professional Education and Supervision Plan. Describe plans for professional development and supervision of all attorneys, direct support, and administrative staff. Include:
 - a) training;
 - b) CLE;
 - c) educational methods to maintain current awareness of new developments in criminal and public defense-related case law and procedures; and
 - d) supervision and development of less experienced attorneys.
7. Readiness Status. Describe what applicant needs to do to be ready and able to begin services on the proposed contract effective date. If more time is needed, explain why and when applicant will be available. Include information on positions that need to be filled and equipment or facilities that need to be procured. If positions need to be filled, describe recruitment procedures and affirmative action plans.
8. Local Factors. Identify and discuss, in detail, local factors that affect caseload and case processing that may affect cost.
9. Other Information. Include any other information you believe is important or relevant to PDSC's review of the service delivery plan.
10. Contract Terms. Include any requests to modify terms in the general terms of the contract. Explain the purpose of and need for modification and how it will affect the service delivery plan and cost. Again, PDSC has sole discretion to allow modification of any contract term.

B. PROPOSED ESTIMATED ALLOCATION OF CONTRACT FUNDS

All applicants must complete the forms contained on the following five pages and estimate how contract funds would be allocated to cover service costs.

If applicant is a consortium, submit a separate form for each firm or member. In addition, you must compile all members' estimated allocations into one, overall consortium contract fund allocation form. To arrive at allocation figures, each member should estimate by line item the amount of funds reasonably necessary to perform the public defense services contemplated under the proposal. Generally, an attorney who would be spending 50 percent of his/her total billable time on public defense contract cases may allocate no more than 50 percent of total rent and other overhead costs to the proposed allocation.

Under no circumstances will the PDSC fund any lobbying or other political activities for a public defense contractor.

Each consortium must provide expense information in the allocation categories for all members, not just for the umbrella corporation or other umbrella entity. Any nonprofit organization or consortium that has expenses related to its Board of Directors' or Trustees' meetings should include that expense information with the proposed estimated allocation as well as any other expenses not otherwise listed.

APPLICANT'S PROPOSED ESTIMATED ALLOCATION OF CONTRACT FUNDS

Directions: Provide estimated cost information for all applicable categories. If a category is not applicable, list "N/A." Add any necessary categories not listed below. **Prorate all estimated expenses for part-time attorneys or staff by the percentage of time they will spend on contract work.** (Use additional pages if needed for longer-term proposals.)

	<u>First Year</u>	<u>Second Year</u>
1. GROSS SALARIES		
Attorneys (estimated gross income to attorneys after attorneys' overhead and F.I.C.A. self-employment taxes are deducted) _____ # _____ FTE	_____	_____
Secretarial/Reception/Clerical Staff _____ # _____ FTE	_____	_____
Paralegal/Legal Assistant Staff _____ # _____ FTE	_____	_____
Investigation Staff _____ # _____ FTE	_____	_____
Other Staff (identify _____) _____ # _____ FTE	_____	_____
SUBTOTAL:	_____	_____
2. STAFF BENEFITS		
F.I.C.A. Self-Employment Tax (if applicable)	_____	_____
F.I.C.A. (Employer's portion or Social Security only)	_____	_____
Unemployment Insurance	_____	_____
Health and Other Insurance	_____	_____
Workers' Compensation	_____	_____
Retirement Program	_____	_____
SUBTOTAL:	_____	_____
3. STAFF EXPENSES		
Malpractice Insurance check _____ PLF or _____ NLADA	_____	_____
Other Professional Insurance (describe _____)	_____	_____
OCDLA--Membership Dues	_____	_____
OSB--Membership Dues	_____	_____
Other Membership Dues Necessary to Contract (explain _____)	_____	_____

3. STAFF EXPENSES (continued)

First Year

Second Year

Professional Licenses/Certificates
(explain _____)
_____)

Education Training/CLE's--Attorneys

Education Training--Other Staff
(explain _____)
_____)

Attorney Travel

Other Staff Travel

SUBTOTAL:

4. OVERHEAD (OCCUPANCY)

Office Rent/Lease

Office Insurance

Building Utilities

Building Maintenance

Real Estate Taxes (if separate from rent)

SUBTOTAL:

5. OVERHEAD (OPERATIONS)

Phone Services (Equipment/Local Calls)

Long Distance Calls

Office Supplies

Postage

Outside Photocopying/Printing

Library

Subscriptions

Other Case Expenses
(explain _____)
_____)

SUBTOTAL:

6. OVERHEAD (NONCAPITAL EXPENSES)

Furniture & Equipment Leases

Description

Annual Cost

6. OVERHEAD (NONCAPITAL EXPENSES) (continued)

First Year

Second Year

Equipment Repairs/Maintenance

SUBTOTAL:

7. OVERHEAD (OTHER)

Personal Property Taxes

Professional Contract Services (specify)

Miscellaneous (specify)

SUBTOTAL:

8. TOTAL OPERATIONS (total of 1-7)

9. CAPITAL (Items costing over \$500 each and funded separately)

Computer--Hardware

Description	Quantity	Unit Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____

Computer--Software

Description	Quantity	Unit Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____

Office Furniture

Description	Quantity	Unit Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____

Office Equipment

Description	Quantity	Unit Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUBTOTAL:

GRAND TOTAL* (total of 8 and 9):

=====

=====

<p>* Grand total must equal total proposed annual contract price.</p>

C. PROPOSED LIST OF CONTRACT ATTORNEYS

Directions: List every attorney position that applicant has budgeted to perform the contract. If the position is vacant, note that fact.

Firm or Office	Name	Bar #	FTE Contract Work	Annual Salary from Contract Funds
----------------	------	-------	-------------------------	--

Total FTEs: _____

D. PROPOSED LIST OF CONTRACT NON-ATTORNEY STAFF

Directions: List every non-attorney position that applicant has budgeted to perform the contract. If the position is vacant, note that fact.

Firm or Office	Position Title	# of Employees	FTE Contract Work	Annual Salary from Contract Funds
-----------------------	-----------------------	-----------------------	--------------------------	--

Total FTEs: _____

E. CERTIFICATE OF ATTORNEY QUALIFICATION AND SUPPLEMENTAL QUESTIONNAIRE
 (Submit one certificate and questionnaire for each attorney proposed to provide contract services.)

Name: _____ Bar Number: _____
 Address: _____ Vendor or Tax ID#: _____
 _____ Email: _____
 _____ Foreign language fluency in: _____
 Phone Number: _____ Years of Experience: _____
 Fax Number: _____ Practice of Law _____ Criminal _____
 Cell/Pager: _____ Juvenile _____ Appellate _____

For appointments in the following county(ies): _____

TRIAL LEVEL

- Capital Murder
 - Lead Counsel
 - Co-counsel
- Murder
 - Lead Counsel
 - Co-counsel
- Major Felony
- Lesser Felony
- Misdemeanor

- Juvenile Delinquency
 - Major Felony
 - Lesser Felony
 - Misdemeanor
- Juvenile Dependency
- Juvenile Termination

- Civil Commitment
- Contempt
- Habeas Corpus

- Post-Conviction Relief
 - Capital Murder
 - Murder
 - Other Criminal

APPELLATE LEVEL

- Capital Murder
 - Lead Counsel
 - Co-counsel
- Murder
 - Lead Counsel
 - Co-counsel
- Major Felony
- Lesser Felony
- Misdemeanor

- Juvenile Delinquency
 - Major Felony
 - Lesser Felony
 - Misdemeanor
- Juvenile Dependency
- Juvenile Termination

- Civil Commitment
- Contempt
- Habeas Corpus

- Post-Conviction Relief
 - Capital Murder
 - Murder
 - Other Criminal

Please check only one box below:

I certify that I have read the PDSC Qualification Standards for Court-Appointed Counsel (Rev. 5-21-09) and that I meet the requirements of those standards and wish to be listed as available to accept appointment to the case types checked above. If I have checked any case types because I believe I possess equivalent skill and experience, pursuant to Standard III, section 2.B, I have submitted supporting documentation and explained how I am qualified for those case types.

or

I certify that the above-named attorney will be working at a public defense organization as described in Standard III.2.C, which has provided the information required under Standard V.3.B.

Signature

Date

SUPPLEMENTAL QUESTIONNAIRE TO CERTIFICATE OF ATTORNEY QUALIFICATION

If this questionnaire does not address important aspects of your experience, please feel free to attach additional information. If more space is needed to answer any of the questions below, please do so on additional pages.

1. Name (please print):
2. Date admitted to Oregon State Bar:
3. Oregon State Bar number:
4. Number of years and location(s) of legal practice in Oregon:

5. Number of years and location(s) of legal practice outside Oregon:

6. What percentage of your present practice involves handling criminal cases? juvenile cases? (or other cases as appropriate, such as civil commitment, habeas corpus, post-conviction relief)

7. What percentage of your present practice involves handling public defense cases?

8. Briefly describe the nature and extent of your work experience in the area(s) of law which you have certified and any related areas of law.

9. Before which courts and judges have you regularly appeared in case proceedings which you have certified?

10. What has been the extent of your participation in the past two years with continuing legal education courses and/or organizations concerned with law related to the case types you have certified?

11. List at least three names and addresses of judges and/or attorneys who would be able to comment on your experience in handling the case types you have certified.

12. List the most recent two cases by county and case number that have been tried and submitted to a jury, or if the attorney is certifying qualification for juvenile delinquency or civil commitment cases, tried and submitted to a judge, in which you served as counsel or co-counsel.

13. Have you ever been convicted of a crime? If yes, please provide the crime(s) of conviction, date and jurisdiction. (Do not answer yes or provide information for convictions that have been expunged or sealed.)

14. Are there any criminal charges currently pending against you? If yes, please identify the charges, the jurisdiction and the status of the proceedings.

15. Is there any complaint concerning you now pending with disciplinary counsel of the Oregon State Bar, or otherwise pending formal charges, trial or decision in the bar disciplinary process?

16. Has the Oregon Supreme Court, Oregon State Bar or any other bar association ever found you in violation of a Disciplinary Rule or Rule of Professional Conduct? If yes, please describe the violation and provide the date of decision.

17. Has a former client ever successfully obtained post-conviction relief based on your representation? If yes, please describe and cite to opinion, if there is one.

I certify that the above information is true and complete.

SIGNATURE

DATE

F. PROPOSED CONTRACTOR CERTIFICATE OF COMPLIANCE WITH APPLICABLE OREGON TAX LAWS

Must be provided for a consortium (corporation) as well as for each consortium member.

I, the undersigned, being first duly sworn,

Mark only one: (X)

_____ hereby certify under penalty of perjury that I am not in violation of any Oregon tax laws.

_____ authorized to act in behalf of _____,
(name and address of firm, corporation, or partnership [PLEASE TYPE])

hereby certify under penalty of perjury that _____
(name of firm, corporation, or partnership [PLEASE TYPE])

is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, "Oregon tax laws" are ORS chapters 118, 119, and 305 through 324; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Federal ID # or
Social Security #: _____

Subscribed and sworn to before me this _____ day of _____, 200____.

Notary Public

My commission expires: _____

G. PROPOSED CONTRACTOR INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

You can qualify as an independent contractor by certifying that you meet the following standards as required by ORS chapters 316, 656, 657 and 670:

1. You provide labor and services free from direction and control, subject only to the accomplishment of specified results.
2. You are responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law.
3. You furnish the tools or equipment necessary to do the work.
4. You have the authority to hire and fire employees to perform the work.
5. You are paid on completion of the project or on the basis of a periodic retainer.
6. You filed federal and state income tax returns for the business for the previous year, if you performed labor or services as an independent contractor in the previous year.
7. You represent to the public that you are an independently established business, as follows:

YOU MUST MEET FOUR (4) OR MORE OF THE FOLLOWING:

- A. You work primarily at a location separate from your residence.
- B. You have purchased commercial advertising, business cards, or have a trade association membership.
- C. You use a telephone listing and service separate from your personal residence listing and service.
- D. You perform labor or services only pursuant to written contracts.
- E. You perform labor or services for two or more different persons within a period of one year.
- F. You assume financial responsibility for defective workmanship and breach of contract, as evidenced by performance bonds or liability insurance coverage.

I hereby certify that the above information is correct.

Signature _____ Date _____

Entity _____

PUBLIC DEFENSE SERVICES COMMISSION
REQUEST FOR PROPOSALS
FOR
PUBLIC DEFENSE LEGAL SERVICES CONTRACTS

PART IV
CONTRACT GENERAL TERMS

**PUBLIC DEFENSE LEGAL SERVICES CONTRACT
GENERAL TERMS**

JANUARY 1, 2010 TO DECEMBER 31, 2011

TABLE OF CONTENTS

1	DEFINITIONS AND CASE CREDIT RULES	1
1.1	Interpretation of Terms	1
1.2	Construction and Jurisdiction	1
1.3	Severability	1
1.4	Definitions	1
1.4.1	Public Defense Services Commission	1
1.4.2	Contractor	1
1.4.3	Public Defender	1
1.4.4	Law Firm	1
1.4.5	Consortium	1
1.4.6	Client	1
1.4.7	Appointment	1
1.4.8	Case	1
1.4.9	Credit	1
1.4.10	Value	1
1.4.11	Complex Case	1
1.5	Rules for Counting Appointments	1
1.5.1	Criminal Complex Case Credit	1
1.5.2	Criminal Appointment Case Credit (Non-Complex Case Credit)	1
1.5.3	Case Type Credit	2
1.5.4	Credit for Recommended Representation	2
(a)	365 Days After Aid and Assist Delay	2
(b)	180 Days After Bench Warrant	2
(c)	18 Months with Repeated Bench Warrants	2
(d)	180 Days After Pre-Indictment Dismissal	2
(e)	After Appeal or Postconviction Relief	2
(f)	After Interlocutory Appeal	2
(g)	After Mistrial or Hung Jury	2
(h)	After Prosecutorial Misconduct	2
1.5.5	Probation Violation Credit	2
1.5.6	Show Cause Hearing for Diversion or Conditional Discharge Agreement	2
1.5.7	Juvenile Case Credit	2
1.5.7.1	General Provisions	2
1.5.7.2	Prepetition Matters	2
1.5.7.3	Delinquency Petitions	2
1.5.7.4	Dependency and Termination Petitions	2
1.5.7.4.1	Representation of Multiple Children	2
1.5.7.4.2	Maximum Credit for Representing Parents	3
1.5.7.5	Postdispositional Juvenile Hearings	3
1.5.7.6	Juvenile Probation Violation Hearings	3
1.5.7.7	Waiver Proceedings	3
1.5.8	Mental Health Case Credit	3
1.5.9	Contempt Case Credit	3
1.5.10	Postconviction Relief Case Credit	3
1.5.11	Habeas Corpus Case Credit	3
1.6	Appointments That Do Not Qualify for Credit	3
1.6.1	Verification Removal	3
(a)	Finding of Ineligibility	3
(b)	Withdrawal of Application for Counsel	3
1.6.2	Client Retains Counsel	3
1.6.3	Reassignment Within Consortium	3
2	MUTUAL RIGHTS	3
2.1	Waiver	3
2.2	Attorney Fees	3
2.3	Termination	3

3	RIGHTS OF PDSC	3
3.1	Subcontracts	3
3.2	Assignment of Contract	3
3.3	PDSC Powers for Failure to Obtain Workers Compensation	4
3.4	De Minimis Changes in Contractor Reports/Documents	4
3.5	Termination by PDSC for Cause	4
3.5.1	Reasons for Contract Termination	4
3.5.2	No Appointments After Notice	4
3.6	Funding Modification, Suspension, or Termination	4
3.7	Increasing Workload: Renegotiation at PDSC Option	4
3.8	Review, Verification and Inspection of Records	4
3.8.1	Request	4
3.8.2	Access to Facilities and Provision of Records	4
3.8.3	Other Information	5
3.8.4	Timely Reports by PDSC	5
3.9	Use of Equipment Purchased with Contract Funds	5
3.10	Return of Equipment Purchased with Contract Funds	5
3.11	Limit on Return of Equipment to PDSC	5
4	RIGHTS OF CONTRACTOR	5
4.1	Termination By Contractor For Cause	5
4.2	Court Appointments Outside Contract	5
4.3	Request for Additional Credit	5
4.3.1	In General	5
4.3.2	Complex Cases in Which Contractor Withdraws	5
4.4	Client Records	5
4.5	Personnel Records	5
5	MUTUAL OBLIGATIONS	5
5.1	Successors in Interest	5
5.2	Compliance with Applicable Law	6
5.2.1	In General	6
5.2.2	Laws Incorporated by Reference	6
5.3	Notice of Contract Modification, Suspension, or Termination	6
5.4	Modification or Termination Due to Legislative Action or Court Interpretation	6
5.5	Modification or Termination Due to Decreased Caseload	6
5.6	Renegotiation Shall Minimize Reductions in Staff	6
5.7	Periodic Review	6
5.7.1	Review of Assignments to Multiple Contractors and Mixture of Cases	6
5.7.2	Fungibility	6
5.8	Other Contractors and Vendors	6
6	OBLIGATIONS OF PDSC	6
6.1	Indemnity of Contractor by PDSC	6
6.2	De Minimis Changes in Contractor Reports/Documents	6
6.3	State Funding Shortfall	7
6.3.1	PDSC to Seek Additional Funding	7
6.3.2	Negotiations	7
6.4	Accounting Model	7
6.5	Payments in Addition to Contract Price	7
(a)	Discovery	7
(b)	Preauthorized Non-Routine Expenses	7
(c)	Lay Witness Fees	7
(d)	Copying Clients' Files	7
(e)	Copying Direct Appeal Transcripts for PCR Trial-Level Representation	7
(f)	Other	7
7	OBLIGATIONS OF CONTRACTOR	7
7.1	Obligations To Appointed Clients	7
7.1.1	Representation At All Court Proceedings in the Relevant Court	7

7.1.2	Standards of Representation	7
7.1.3	Specific Representation Services	7
7.1.4	Client Contact	8
	7.1.4.1 In-Custody Initial Interviews	8
	7.1.4.2 Out-of-Custody Interviews	8
7.1.5	Contractor Responsibilities – Financially Ineligible Clients	8
7.2	Withdrawal From Case Only on Court Approval	8
7.3	Special Obligations To State of Oregon	8
7.3.1	Indemnity of PDSC By Contractor	8
7.3.2	Independent Status of Contractor	8
	7.3.2.1 Ineligibility for Public Employee Benefits	8
	7.3.2.2 Wages and Taxes	8
	7.3.2.3 Workers' Compensation	8
7.3.3	State Tort Claims Act Not Applicable	8
7.3.4	Equal Rights of Contractor's Employees	9
7.3.5	Contractor Insurance To Protect State of Oregon	9
	7.3.5.1 General Liability Insurance	9
	7.3.5.2 Casualty Insurance	9
	7.3.5.3 Additional Insured	9
	7.3.5.4 Cancellation or Change	9
7.3.6	Malpractice Insurance	9
7.3.7	Internal Controls	9
7.3.8	Oregon Judicial Information Network (OJIN)	9
7.4	Staff and Equipment	9
7.4.1	Staffing Levels	9
7.4.2	Assigning and Associating Attorneys	9
	7.4.2.1 Diligence in Hiring	9
	7.4.2.2 Supervision	9
	7.4.2.3 Certification	9
7.4.3	Interpreters	9
7.4.4	Limit on Contractor and Staff Noncontract Work	9
7.5	Record Keeping	10
7.5.1	Case Records	10
7.5.2	Financial Records	10
7.5.3	Retention Period	10
7.6	Reports to PDSC	10
7.6.1	Case Inventory	10
7.6.2	Case Disposition and Withdrawal Data	10
7.6.3	Penalty for Late Reports	10
7.6.4	Enforceability	10
7.7	Costs, Expenses and Client Clothing	10
	7.7.1 Costs and Expenses	10
	7.7.2 Client Clothing	10
7.8	Special Notices	10
7.8.1	Time Requirement for Notices	10
7.8.2	Specific Notices Required	10
	7.8.2.1 Insurance Cancellation or Change	10
	7.8.2.2 Staffing Changes	10
	7.8.2.3 Change in Contractor's Organization	10
	7.8.2.4 Events Which Could Impair the Contract	11
	(a) Criminal Charges	11
	(b) Criminal Conviction	11
	(c) Formal Bar Complaint	11
	(d) Bar Discipline	11
	(e) Uninsured Practice of Law	11
	7.8.2.5 Nonassignment of Available Cases or Early Quota	11

7.9	No Dual Payments for Contract Work	11
7.10	Independent Audit Required	11
7.11	Annual Expenditure Report	11
7.12	Limits on Full Time Public Defender Attorneys	11
7.13	Limits on Pro Bono Work	11
7.14	Public Defender Employee Compensation	11
8	MUTUAL RISKS	11
8.1	Impossibility of Performance	11
8.2	Tort Liability	11
9	RISKS OF CONTRACTOR	12
9.1	Refund for Shortage	12
9.2	Wind-Down Procedures	12
9.2.1	Negotiations	12
9.2.2	Reduction in Contractor's Caseload	12
10	APPOINTMENT TYPE DEFINITIONS	12
10.1	CRIMINAL CASES	12
10.1.1	Appointments After Diversion or Conditional Discharge Agreement (SCDV)	12
10.1.2	Capital Murder Case (CMUR)	12
10.1.3	Noncapital Murder Case (MURD)	12
10.1.4	Felony Case	12
10.1.4.1	Measure 11 Felony (AM11, BM11, JM11)	12
10.1.4.2	Class A Felony (AFEL)	12
10.1.4.3	Class B Felony (BFEL)	12
10.1.4.4	Class C Felony (CFEL)	12
10.1.4.5	DUII Felony (DFEL)	12
10.1.4.6	Domestic Violence Class C Felony (DVIO)	12
10.1.4.7	Unclassified Felony (UFEL)	13
10.1.5	DUII (DUIS)	13
10.1.6	Misdemeanor Case (MISS)	13
10.1.7	Misdemeanor Traffic Case (DWSS/OTMS)	13
10.1.8	Extradition Case (EXTR)	13
10.2	PROBATION VIOLATIONS	13
10.2.1	Probation Violation	13
10.2.1.1	Felony Probation Violation (FPV)	13
10.2.1.2	Misdemeanor Probation Violation (MPV)	13
10.2.1.3	DUII Probation Violation (DPV)	13
10.3	CONTEMPT CASES	13
10.3.1	Contempt Case	13
10.3.1.1	Family Abuse Prevention Act (FAPA)	13
10.3.1.2	Support (SUPP)	13
10.3.1.3	Contempt (CONT)	13
10.4	CIVIL COMMITMENT CASES	13
10.4.1	Civil Commitment Case (MHMI)	13
10.5	JUVENILE CASES	13
10.5.1	Juvenile Case	13
10.5.1.1	Juvenile Felony (JUDF)	13
10.5.1.2	Juvenile Misdemeanor (JUDM)	13
10.5.1.3	Juvenile Other (JUDO)	13
10.5.1.4	Probation Violation or Motion to Modify (JPV)	14
10.5.1.5	Juvenile Dependency Case (JDEP/JDEC)	14
10.5.1.6	Postdispositional Proceeding (JPDP/JPDC)	14
10.5.1.7	Termination of Parental Rights Case (JUTP/JUTC)	14
10.6	OTHER CIVIL CASES	14
10.6.1	Habeas Corpus Case (CVHC)	14
10.6.2	Postconviction Relief Case (CVPC)	14
10.6.3	Psychiatric Security Review Board Case (PSRB)	14
10.7	OTHER CASES (OTHR)	14

KEY: Public Defender

Consortium or Law Firm

GENERAL TERMS

1 DEFINITIONS AND CASE CREDIT RULES

1.1 Interpretation of Terms

Words, terms, and phrases not specifically defined in this contract shall have the ordinary meaning ascribed to them unless the context clearly indicates otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is mandatory and not merely directive.

1.2 Construction and Jurisdiction

This contract shall be construed in accordance with the laws of the State of Oregon. A party shall bring any action or suit involving any question of construction arising under this contract in an appropriate court in the State of Oregon.

1.3 Severability

If a court of competent jurisdiction declares or the parties agree that any term or provision of this contract is illegal or in conflict with any law:

- (a) the remaining terms and provisions shall remain valid; and
- (b) the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

1.4 Definitions

1.4.1 Public Defense Services Commission

Public Defense Services Commission (PDSC) and "State of Oregon" includes the respective agents, employees, members, officers, representatives, and successors of PDSC and State of Oregon.

1.4.2 Contractor

"Contractor" includes Contractor's agents, employees, members, officers, representatives, successors, and subcontractors.

1.4.3 Public Defender

A "public defender" is a nonprofit organization established solely to provide contract services to persons qualifying for court-appointed legal representation.

1.4.4 Law Firm

A "law firm" is a sole practitioner, partnership, or professional corporation which provides contract services to persons qualifying for court-appointed legal representation and which may engage in non-court-appointed legal representation.

1.4.5 Consortium

A "consortium" is a group of attorneys or law firms that is formed for the sole purpose of providing contract services to persons qualifying for court-appointed legal representation. In addition to participating jointly to provide contract services, Consortium members retain their separate identities and may engage in non-court-appointed legal representation.

1.4.6 Client

A "client" is a person whom a state court has determined to be eligible for and entitled to court-appointed counsel at state expense.

1.4.7 Appointment

An "appointment" is the assignment of a contractor to represent or advise an eligible person on any matter under the terms of this contract.

1.4.8 Case

A "case" is any action in this state in which Contractor has been appointed to represent a client under the terms of this contract. Specific definitions of case types are listed in Section 10.

1.4.9 Credit

A "credit" is an event or circumstance which counts toward Contractor's satisfaction of this contract.

1.4.10 Value

The "value" of a credit is the negotiated rate by type of credit as set forth in the Caseload and Case Value Matrix.

1.4.11 Complex Case

A "complex case" is an appointment on a case type valued at \$2,000 or more. Withdrawal or substitution for any reason from a complex case changes the credit type to "Other" (OTHR).

1.5 Rules for Counting Appointments

An appointment is credited, according to the following rules:

1.5.1 Criminal Complex Case Credit

An appointment to a client indicted on a complex case is one credit. No extra credit may be taken for multiple incident dates or charges.

1.5.2 Criminal Appointment Case Credit (Non-Complex Case Credit)

- (a) An appointment on criminal charges alleged to have occurred on **specific calendar days** is one credit for each count charged in the charging instrument alleged to have occurred on different specific calendar days, regardless of the number of victims involved, up to a maximum of five credits per case.
- (b) An appointment on criminal charges alleged to have occurred on **indeterminate dates** (e.g., "on or between January 1, 1996, and July 1, 1996") is a credit for each count charged in the charging instrument which can be determined to allege different calendar days, up to a maximum of five credits per case.
- (c) Separate counts in a charging instrument that allege alternative theories of criminal liability on the same date are only one credit.
- (d) One additional OTHR credit may be claimed when Contractor is appointed on a criminal matter that includes one or more counts of criminal forfeiture.
- (e) No additional credit may be taken due to the following circumstances:

SEC. 1 INTRODUCTION

- (i) more than one charging instrument (including Uniform Traffic Citation) is filed; or
- (ii) more than one case number is assigned.

1.5.3 Case Type Credit

Unless Section 1.4.11 applies, the case type credited is for the most serious offense alleged to have occurred on a specific calendar day, even if the charge is later changed to a different case type. For cases in which the most serious charge is a Class C felony, the most serious offense is assault IV domestic violence, DUII felony, or Class C felony, in this order.

1.5.4 Credit for Recommended Representation

Except for complex cases, if a contract case proceeding has been interrupted for the following reasons and time intervals, Contractor receives a new credit if:

(a) 365 Days After Aid and Assist Delay

more than 365 days have passed since the client was originally found unable to aid and assist and the client is brought before the court for a rehearing on the issue or trial; or

(b) 180 Days After Bench Warrant

more than 180 days have passed since a bench warrant was issued; or

(c) 18 Months with Repeated Bench Warrants

more than 18 months have passed since Contractor was originally appointed and the case is recommenced and no additional credit has been received because of Section 1.5.4(b); or

(d) 180 Days After Pre-Indictment Dismissal

on a felony case, more than 180 days have passed since a dismissal of a case pre-indictment; or

(e) After Appeal or Postconviction Relief

a new trial or sentencing follows an appeal or postconviction relief; or

(f) After Interlocutory Appeal

a case resumes at the trial level, following an interlocutory appeal by the state; or

(g) After Mistrial or Hung Jury

a new trial is scheduled after a mistrial or hung jury; or

(h) After Prosecutorial Misconduct

a case is refiled after dismissal without prejudice and 180 days have passed since the dismissal.

1.5.5 Probation Violation Credit

An appointment on a probation violation proceeding arising out of a criminal or civil contempt sentencing(s), is one probation violation credit for each court case number to which Contractor is appointed. Provided however that if Contractor is appointed to more than one case number, additional credit is received ONLY for those case numbers

in which the convictions involve different incident dates. Contractor receives no additional credit for appointments on new alleged probation violations if the original probation violation matter on which Contractor was appointed has not been adjudicated.

1.5.6 Show Cause Hearing for Diversion or Conditional Discharge Agreement

An appointment for a show cause hearing to address non-compliance issues related to a diversion agreement, conditional discharge agreement or any other type of deferred or delayed adjudication agreement is an SCDV credit if:

- (a) Contractor did not receive a credit for the underlying charge; or
- (b) more than 180 days have passed since Contractor represented the eligible person at a previous court appearance.

1.5.7 Juvenile Case Credit

1.5.7.1 General Provisions

A petition which is amended from or to a delinquency or dependency petition or the dismissal of one type of petition and refiled of another type of petition is not a new credit.

1.5.7.2 Prepetition Matters

An appointment to represent a child who is in custody and being interrogated or is otherwise detained is a credit, even if no petition is later filed on the allegations involved. The appointment continues through disposition on any petition that is later filed on those allegations and no additional case credit is received.

1.5.7.3 Delinquency Petitions

An appointment on a delinquency case is credited under the rules set out in Sections 1.5.2 - 1.5.4.

1.5.7.4 Dependency and Termination Petitions

An appointment to represent children, parents, or legal guardians on a dependency petition is generally one credit regardless of the number of petitions filed (see Section 1.5.7.4.1 for exceptions). Case credit in a dependency proceeding covers representation from appointment to the court's entry of the dispositional order required under ORS 419B.325. An appointment to represent children, parents, or legal guardians on a termination of parental rights petition is always one credit.

1.5.7.4.1 Representation of Multiple Children

An appointment to represent two or more related children in a dependency proceeding is a maximum of two credits if:

- (a) the petition names as parents different mothers of different children; or
- (b) the petition names as parents different fathers of different children, not including any putative father unless the putative father also appears in the case; or
- (c) the children are living in more than one location.

SEC. 1 INTRODUCTION

1.5.7.4.2 Maximum Credit for Representing Parents

The maximum number of credits that may be counted when a Contractor attorney represents more than one parent or legal guardian in a dependency proceeding is one.

1.5.7.5 Postdispositional Juvenile Hearings

A postdispositional juvenile hearing is limited to a hearing before the court or Citizen Review Board (CRB) hearing that is held **after** the juvenile court enters the dispositional order required under ORS 419B.325 or ORS 419C.440. Postdispositional juvenile matters are a new credit for each hearing attended by Contractor. A single postdispositional hearing, even if it involves matters relating to more than one original juvenile petition, counts as only one postdispositional credit. Postdispositional hearings do not include probation violation hearings.

1.5.7.6 Juvenile Probation Violation Hearings

Juvenile probation violation hearings are governed by Section 1.5.5.

1.5.7.7 Waiver Proceedings

Contractor shall receive one additional "Juvenile Other" (JUDO) credit beyond that assigned for the original appointment for each waiver proceeding under ORS 419C.349.

1.5.8 Mental Health Case Credit

An appointment to represent an allegedly mentally ill or mentally retarded person is a credit. The appointment ends at the original disposition of that matter.

1.5.9 Contempt Case Credit

An appointment to represent a client on a contempt case is one credit. Contractor receives no additional credit for appointments on new allegations of contempt if the original contempt allegation on which Contractor was appointed has not been adjudicated.

1.5.10 Postconviction Relief Case Credit

An appointment to represent a client on petitions filed at the same time or petitions with sequential numbers counts as one credit. The appointment ends at the original disposition of that matter.

1.5.11 Habeas Corpus Case Credit

An appointment to represent a client on a petition for a writ of habeas corpus is one credit if Contractor does not represent the petitioner on the charge to which the habeas corpus case is related. Petitions filed at the same time or petitions with sequential numbers count as one credit. The appointment ends at the original disposition of that matter.

1.6 Appointments That Do Not Qualify for Credit

1.6.1 Verification Removal

All appointments and reappointments are subject to verification of financial eligibility for counsel at state expense and do not count as a case credit where:

(a) Finding of Ineligibility

the court finds, after screening or verification, that the client is not financially eligible for appointed counsel at state expense; or

(b) Withdrawal of Application for Counsel

the court withdraws counsel because the client withdraws the application for appointed counsel before the court completes verification.

1.6.2 Client Retains Counsel

An appointment to represent a client who later retains Contractor or, in the case of a consortium, retains the same consortium member, on the same case does not qualify for credit.

1.6.3 Reassignment Within Consortium

If a case is reassigned within a consortium for any reason, no new credit may be claimed.

2 MUTUAL RIGHTS

2.1 Waiver

Either party's failure to enforce any provision of this contract shall not constitute a waiver by the party of that or any other provision.

2.2 Attorney Fees

If a party brings any action, suit, or proceeding to enforce this contract or to assert any claim arising from this contract, the prevailing party shall be entitled to such additional sums as the court may award for reasonable attorney fees and costs incurred as a result of the action, suit, or proceeding, including any appeal.

2.3 Termination

The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party. In lieu of terminating the contract, PDSC may agree in writing to alternative measures.

3 RIGHTS OF PDSC

3.1 Subcontracts

Contractor shall not subcontract for or delegate any of the services required under this contract without obtaining PDSC's prior written consent. PDSC shall not unreasonably withhold consent to subcontract. Under this contract, PDSC incurs no liability to third persons by making contract payments to Contractor.

3.2 Assignment of Contract

Contractor shall not assign Contractor's interest in this agreement without PDSC's prior written consent. PDSC shall not unreasonably withhold consent to assignment. Under this contract, PDSC incurs no liability to third parties, including subcontractors, for making contract payments to Contractor.

SEC. 3 RIGHTS OF PDSC

3.3 PDSC Powers for Failure to Obtain Workers Compensation

If Contractor fails to secure and maintain workers' compensation coverage or to provide PDSC with a certificate of exemption, PDSC may:

- (a) withhold payment of any amount due Contractor until such coverage or certification is provided;
- (b) suspend this agreement until Contractor complies; and
- (c) terminate this contract:
 - (i) for willful or habitual failure to comply; or
 - (ii) for failure to comply within 30 days after PDSC suspends this contract.

3.4 De Minimis Changes in Contractor Reports/Documents

At any time and by written instructions, PDSC may make de minimis changes to the terms and conditions of this contract regarding any one or more of the following:

- (a) format or content of any report or other document to be submitted by Contractor;
- (b) number of copies of any report or other document that Contractor must submit; and
- (c) time in which, or place at which, Contractor must submit any required report or other document. (See Section 6.2)

3.5 Termination by PDSC for Cause

3.5.1 Reasons for Contract Termination

PDSC may terminate this contract for cause, for the following reasons:

- (a) Contractor's material breach of this contract including material misuse of contract funds;
- (b) Contractor's willful or habitual disregard of the procedures required by the courts in which Contractor provides services;
- (c) Contractor's demonstrated continued inability to serve adequately the interests of its contract clients;
- (d) Contractor's willful failure to abide by minimum standards of performance and rules of professional ethics; or
- (e) some other cause which has substantially impaired Contractor's ability to provide adequate legal services under this contract or fulfill the obligations of this contract.

3.5.2 No Appointments After Notice

When Contractor receives PDSC's notice of termination for cause, Contractor shall not accept any further cases under the contract unless PDSC otherwise agrees in writing.

3.6 Funding Modification, Suspension, or Termination

At the time this contract is executed, sufficient funds either are available within PDSC's current appropriation or are expected to become available to finance the costs of this contract. However, payments under this contract are subject to the availability of funds. PDSC may propose to modify, suspend, or terminate this contract if PDSC reasonably believes that funds will not be sufficient to pay anticipated costs of public defense services and PDSC has complied with the procedures set out below in Section 6.3 (State Funding Shortfall).

3.7 Increasing Workload: Renegotiation at PDSC Option

The parties may renegotiate this contract to increase the total work to be performed by Contractor under this contract at additional cost to the state, if:

- (a) the probable number of available cases increases substantially; and
- (b) PDSC determines that renegotiation is in the state's interest.

PDSC will not pay Contractor for credits in excess of the maximum value agreed to under the original contract, unless renegotiation and agreement occurs prior to Contractor's assignment to such excess cases.

3.8 Review, Verification and Inspection of Records

3.8.1 Request

PDSC may review or verify Contractor's records that relate to the performance of this contract:

- (a) on reasonable written notice; and
- (b) as often as PDSC reasonably may deem necessary during the contract term.

3.8.2 Access to Facilities and Provision of Records

PDSC may conduct fiscal or performance audits to monitor and evaluate the services provided under this contract. PDSC will give reasonable written notice to Contractor before any evaluation. On PDSC's proper request, Contractor shall provide access to its facilities and make records available to PDSC or PDSC's designee or agent at all reasonable times. PDSC will not remove Contractor's original office records or other property of Contractor from Contractor's premises without Contractor's approval. PDSC and its agents will comply with the American Bar Association's "Standards for the Monitoring and Evaluation of Providers of Legal Services to the Poor" (1991) when conducting any fiscal or performance audit.

Contractor shall keep such data and records in an accessible location and condition. Notwithstanding any other provisions of this section, no constitutional, statutory, or common law right or privilege of any client or Contractor employee are waived by Contractor.

SEC. 3 RIGHTS OF PDSC

3.8.3 Other Information

Upon the PDSC's determination that a significant question exists of Contractor's ability to perform this contract and subject to client confidentiality, personnel confidentiality and de minimis limits (Sections 4.4, 4.5 and 6.2), Contractor shall provide any other information that PDSC reasonably identifies and requests as needed to ensure proper disbursement of state funds.

3.8.4 Timely Reports by PDSC

When PDSC undertakes a review of Contractor, PDSC shall provide Contractor a draft review report for comment, clarification or rebuttal information. PDSC shall issue a final report to Contractor. Draft and final reports shall be provided in a timely manner.

3.9 Use of Equipment Purchased with Contract Funds

Contractor may purchase in whole or in part from contract funds equipment required to perform services under this contract. Any equipment Contractor acquires with funds expressly provided by this contract shall be used for these purposes.

3.10 Return of Equipment Purchased with Contract Funds

Any equipment purchased with expressly identified contract funds shall accrue to PDSC when this contract is terminated or expires and no new contract is agreed upon within 60 days of termination, expiration, or completion of a negotiated wind-down, whichever occurs last, if:

- (a) Contractor purchased the equipment with separately identified funds from this contract or public defense services contracts with similar provisions or with insurance proceeds to replace equipment that Contractor had purchased with funds from this contract;
- (b) had an original dollar value of \$500 or more; and
- (c) whose useful life exceeds the term of this contract.

3.11 Limit on Return of Equipment to PDSC

Section 3.10 does not apply to any Contractor that is a nonprofit, tax-exempt corporation whose articles of incorporation require the transfer or distribution of equipment to another nonprofit, tax-exempt corporation that provides public defense services in the event of full or partial wind-down.

4 RIGHTS OF CONTRACTOR

4.1 Termination By Contractor For Cause

Contractor may terminate this contract for cause should PDSC materially breach any duty or obligation under this contract.

4.2 Court Appointments Outside Contract

Contractor may accept additional court appointments to cases in excess of contract coverage or excluded from contract coverage, but only to the extent that the additional

appointments do not interfere with Contractor's ability to fulfill this contract. PDSC shall not pay Contractor outside the contract for any services falling within the definition of "representation", set forth in Section 7.1, for cases assigned under this contract.

4.3 Request for Additional Credit

Contractor may make a written request for additional credit for cases Contractor believes required an extraordinary amount of time, effort, or expense, etc., on cases closed since the preceding periodic review (see Section 5.7). Only PDSC may approve additional credit for cases assigned under this contract. Contractors shall not make requests of the court or court staff to approve additional credit.

4.3.1 In General

Contractor shall submit in writing any materials needed to show extra services beyond the contract and the amount of additional credit proposed.

4.3.2 Complex Cases in Which Contractor Withdraws

Contractor shall submit any materials needed to show extra services performed prior to a withdrawal for any reason on a complex case and the amount of additional credit proposed beyond one OTHR credit.

4.4 Client Records

Contractor grants no right to PDSC or designee of PDSC to observe attorney/client consultations or to review information in case files that is:

- (a) privileged because of the attorney/client relationship; or
- (b) work product identifiable to a particular case or client unless the client expressly, knowingly, and voluntarily agrees in writing. Contractor shall keep records, including time records, in such a manner as to allow PDSC or PDSC's designee reasonable access to other information for review purposes. Notwithstanding other provisions of this section, Contractor does not waive any client's constitutional, statutory, or common law right or privilege.

4.5 Personnel Records

Contractor grants no right to PDSC or designee of PDSC to review information in any personnel file unless the Contractor's employee expressly, knowingly, and voluntarily agrees in writing. Contractor shall keep records in such a manner as to allow PDSC or PDSC's designee reasonable access to other information, including specific compensation of individual staff members, for review purposes. Notwithstanding any other provisions of this contract, Contractor does not waive any of its employees' constitutional, statutory, or common law rights or privileges to the confidentiality of personnel records.

5 MUTUAL OBLIGATIONS

5.1 Successors in Interest

This contract shall bind and shall inure to the benefit of the parties and their respective successors and assigns.

SEC. 5 MUTUAL OBLIGATIONS

5.2 Compliance with Applicable Law

5.2.1 In General

The parties shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be done under this contract. Such laws include, but are not limited to, those pertaining to tax liability and independent contractor status.

5.2.2 Laws Incorporated by Reference

The provisions of ORS 279.312, 279.314, 279.316, and 279.320 are incorporated herein by reference as conditions of this contract and shall govern performance of this contract.

5.3 Notice of Contract Modification, Suspension, or Termination

A notice to modify, suspend, or terminate this contract shall:

- (a) be in writing;
- (b) state the reasons therefor and may specify what may be done to avoid the modification, suspension, or termination;
- (c) become effective for willful breach not less than 14 days from delivery by certified mail or in person; and
- (d) become effective not less than 60 days from delivery by certified mail or in person for non-willful breach.

5.4 Modification or Termination Due to Legislative Action or Court Interpretation

PDSC and Contractor may renegotiate this contract if there is a significant change in workload or cost of doing business contemplated under this contract due to amendments to or court interpretations of federal or state laws. In addition, PDSC may modify, suspend, or terminate this contract as needed to comply with amendments to or court interpretations of federal or state statutes that make some or all contract services ineligible for state funding.

5.5 Modification or Termination Due to Decreased Caseload

PDSC and Contractor may renegotiate this contract if there is a significant decrease in the probable number of cases available.

5.6 Renegotiation Shall Minimize Reductions in Staff

PDSC shall renegotiate with all Contractors affected by case decreases to apportion decreases in a manner that minimizes reductions in staff. Such renegotiations shall:

- (a) reduce the total number of cases for the contract period and adjust the monthly payments to Contractor accordingly; or
- (b) have Contractor refund or otherwise repay to the State any moneys saved.

5.7 Periodic Review

At the request of either party, PDSC and Contractor will periodically review case assignment trends, requests for

additional credit and any other matters needed to determine contract compliance or any necessary contract modifications.

5.7.1 Review of Assignments to Multiple Contractors and Mixture of Cases

In counties where more than one Contractor provides legal services, periodic review shall include a review by PDSC, the court, and the Contractors of the number of appointments made to each Contractor. If the review shows that there is a substantial disparity in the actual appointment rates and the rates contemplated under the contracts, PDSC shall notify the court and Contractors that appointment rates must be adjusted and corrected, to the extent total cases are available. Similarly, if the periodic review discloses a substantial disparity between the case mix under the contract and the case mix actually assigned to Contractor, PDSC will notify the court and Contractors that appointment case mix must be adjusted and corrected, to the extent total cases are available. (See Section 7.8.2.5)

5.7.2 Fungibility

The parties agree that PDSC is contracting for the provision of legal representation by Contractor, as measured by value, and that the estimated workload, by case type, is the parties' expectation as to the distribution of the cases which may be available during the contract period. The parties expressly agree that Contractor may substitute one type of case for another, for the purposes of contract performance, with cases being fungible, except as specifically provided to the contrary in this contract.

5.8 Other Contractors and Vendors

PDSC may undertake or award other contracts for additional or related work. Contractor shall cooperate with PDSC and the courts to coordinate appointment procedures and other court activities necessary for efficient and effective administration of this and other contracts for public defense services.

Contractor shall reasonably assist non-attorney vendors in billing for services provided at Contractor's request.

6 OBLIGATIONS OF PDSC

6.1 Indemnity of Contractor by PDSC

PDSC shall protect, indemnify, defend and hold harmless Contractor from all liability, obligations, damages, claims, suits, or actions of whatever nature that result from or arise out of the activities of PDSC or State of Oregon under this contract.

6.2 De Minimis Changes in Contractor Reports/Documents

PDSC shall not make any change that would cause more than a de minimis increase in cost or time required to perform the contract except by written agreement signed by both parties. (See Section 3.4)

6.3 State Funding Shortfall

6.3.1 PDSC to Seek Additional Funding

If PDSC reasonably believes that appropriated funds will not be sufficient, PDSC shall seek additional funds from the Legislative Emergency Board or legislature at the earliest opportunity and, if possible, before modifying, suspending, or terminating this contract.

6.3.2 Negotiations

If the Emergency Board or legislature does not appropriate sufficient funds, PDSC shall seek to apportion expenditure reductions equally and fairly among all public defense service providers, including the private bar. PDSC shall seek first to modify the contract through negotiation with Contractor. In negotiating any modification, the parties will consider both cost and the level of representation that meets minimum allowable professional standards. PDSC may suspend or terminate the contract if the parties cannot agree to modification.

6.4 Accounting Model

Payment under this contract shall be based on when work is performed, consistent with Oregon state government accounting procedures. Except for contracts based on number of hours, the accounting model used for payment under the contract assumes the disposition of an average case assigned under the contract occurs within 90 days of the assignment. The model also assumes approximately one-third of the work is performed in the month the case is assigned and one-third of the work is performed in each of the following two months. PDSC shall pay Contractor according to this accounting model out of funds for the biennium during which the work is performed.

6.5 Payments in Addition to Contract Price

PDSC shall pay for the following case expenses from funds available for the purpose:

(a) Discovery

Discovery expenses;

(b) Preauthorized Non-Routine Expenses

Non-routine case expenses requested by Contractor and preauthorized by PDSC or other authority designated to approve non-routine expenses in compliance with the requirements of ORS 151.216 and ORS 135.055(3). Unless the services are performed by Contractor's staff or subcontractors, non-routine expenses include, but are not limited to:

- (i) medical and psychiatric evaluations;
- (ii) expert witness fees and expenses;
- (iii) interpreters;
- (iv) polygraph, forensic and other scientific tests;
- (v) computerized legal research;
- (vi) investigation expenses; and
- (vii) any other non-routine expenses PDSC or other authority designated to approve non-routine expenses

preauthorizes and finds necessary and proper for the investigation, preparation, and presentation of a case;

(c) Lay Witness Fees

Lay witness fees and expenses incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

(d) Copying Clients' Files

The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, postconviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

(e) Copying Direct Appeal Transcripts for PCR Trial-Level Representation

The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in postconviction relief cases. Contractor is limited to no more than two copies; and

(f) Other

Medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75.

7 OBLIGATIONS OF CONTRACTOR

7.1 Obligations To Appointed Clients

7.1.1 Representation At All Court Proceedings in the Relevant Court

Contractor shall provide representation at all stages of a case assigned under this contract as limited by this contract. Representation means the provision of competent legal advice and assistance by appointed counsel to a person that a state court has determined to be financially eligible and entitled to appointed counsel at state expense on all matters related to the appointment, except DMV license suspension hearings, civil forfeiture proceedings, domestic relations proceedings and other civil proceedings.

7.1.2 Standards of Representation

Representation further means providing a level of legal service that does not fall below the minimum professional standards and canons of ethics of the Supreme Court of Oregon, the Oregon State Bar, the American Bar Association, and any applicable case law and court rules that define the duties of counsel to their clients.

7.1.3 Specific Representation Services

Contractor shall provide services on any and all matters necessary to provide adequate representation of the client, including but not limited to:

- (a) having an attorney present at regularly scheduled arraignments or other initial appearance to make the necessary contact and appointments with clients assigned to Contractor (Contractor may make alternative arrangements with the court for actual presence);

SEC. 7 OBLIGATIONS OF CONTRACTOR

- (b) establishing and following procedures to ensure prompt notification to the court of the specific attorney assigned to each case;
- (c) filing all necessary motions, including pre- and post-judgment motions;
- (d) representation through judgment or other final order of the court on the case, including but not limited to:
 - (i) filing timely motions to dismiss in cases subject to diversion agreements, conditional discharge or similar provisions,
 - (ii) filing necessary paperwork under ORS 161.705 ("reduction of certain felonies to misdemeanors"), and
 - (iii) all prejudgment proceedings arising from a petition for a writ of mandamus or habeas corpus related to the case on which counsel was appointed;
- (e) legal assistance to individuals who would be eligible for counsel at state expense if charged with a crime and where exigent circumstances preclude an appointment order (e.g., interrogation);
- (f) preparing all documents, letters, research and referrals to appropriate agencies;
- (g) continuous legal and support staff services, during case substitutions, to the extent necessary to ensure continuous representation and the establishment of the new attorney/client relationship;
- (h) consulting with clients regarding appellate review;
- (i) upon request, assisting in filing a notice of appeal and motion for appointment of appellate counsel and timely responding to appellate counsel's questionnaire or questions regarding the case;
- (j) to the extent ethically possible, representing a client at a show cause hearing to determine client's financial eligibility;
- (k) to the extent ethically possible, consulting with appellate or postconviction relief counsel on an appeal or postconviction relief proceeding; and
- (l) upon request, providing copies to appellate or postconviction relief counsel in a timely manner.

7.1.4 Client Contact

7.1.4.1 In-Custody Initial Interviews

Contractor shall, whenever possible, speak to and conduct initial interviews in person with in-custody clients:

- (a) within 24 hours of appointment; or
- (b) by the next working day if the court appoints Contractor on a Friday, weekend, or holiday.

7.1.4.2 Out-of-Custody Interviews

Within 72 hours of the appointment, Contractor shall arrange for contact with out-of-custody clients, including notification of a scheduled interview time or what client must do to schedule an interview time.

7.1.5 Contractor Responsibilities – Financially Ineligible Clients

Contractor shall comply with the requirements of federal and Oregon constitutions, the Oregon Rules of Professional Conduct, and consider OSB Ethics Opinion 2005-34 if Contractor learns that the client is ineligible for state-funded legal services under this contract.

7.2 Withdrawal From Case Only on Court Approval

Contractor may withdraw only with the court's approval. Contractor shall promptly notify the court of any conflict of interest or any other reason requiring withdrawal from a case assigned under this contract. If the court approves Contractor's request to withdraw, the case shall be reassigned in the normal course.

7.3 Special Obligations To State of Oregon

7.3.1 Indemnity of PDSC By Contractor

Contractor shall protect, indemnify, defend and hold harmless PDSC and the State of Oregon from all liability, obligations, damages, losses, claims, suits, or actions of whatever nature that result from or arise out of Contractor's activities.

7.3.2 Independent Status of Contractor

For purposes of this contract, Contractor is an independent contractor and has so certified under Oregon laws. Neither Contractor nor any of its employees is an employee of the State of Oregon or a state aided institution or agency, by reason of this contract alone.

7.3.2.1 Ineligibility for Public Employee Benefits

Payment from contract funds does not entitle Contractor, its employees, officers, agents, members, and representatives, to any public employee benefits of federal social security, unemployment insurance, workers' compensation, the Public Employees Retirement System, leave benefits, or similar employment-related benefits.

7.3.2.2 Wages and Taxes

Contractor shall pay any compensation, wages, benefits, and federal, state, and local taxes to be paid under or as a result of the contract.

7.3.2.3 Workers' Compensation

As an independent contractor Contractor shall provide workers' compensation coverage for all subject workers performing work under this contract, including Contractor if self-employed or a business partner, to the extent required by all applicable workers' compensation laws and for the entire contract term. Contractor, its subcontractors, if any, and all other employers working under this contract are "subject employers." As such, they shall provide coverage for workers' compensation benefits for any and all of their subject workers as required by ORS chapter 659A and for the entire contract term.

7.3.3 State Tort Claims Act Not Applicable

For purposes of this contract, Contractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265. Contractor accepts responsibility

SEC. 7 OBLIGATIONS OF CONTRACTOR

for all actions of its members, officers, employees, parties, agents and subcontractors.

7.3.4 Equal Rights of Contractor's Employees

Contractor shall comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.

7.3.5 Contractor Insurance To Protect State of Oregon

Contractor shall secure and maintain insurance coverage as set out below. Contractor shall provide PDSC a copy of the certificate of insurance listing the coverage and additional insured information.

7.3.5.1 General Liability Insurance

At its expense, in whole or in part from contract funds, Contractor and each law firm or sole practitioner member of a consortium shall procure and keep in effect during the contract term comprehensive general liability insurance with an extended coverage endorsement from an insurance company authorized to do business in the State of Oregon. The limits shall not be less than five hundred thousand dollars (\$500,000) per occurrence for personal injury and property damage.

7.3.5.2 Casualty Insurance

At its expense in whole or in part from contract funds, Contractor shall procure and keep in effect during the term of this contract, sufficient casualty insurance to replace any and all property losses caused by theft, fire, flood, or other casualty.

7.3.5.3 Additional Insured

The liability and casualty insurance coverages required for performance of the contract shall include the State of Oregon, PDSC, and their divisions, officers, and employees as additional insureds but only with respect to the Contractor's activities to be performed under this contract.

7.3.5.4 Cancellation or Change

There shall be no cancellation, material change, potential exhaustion of aggregate limits, or intent not to renew insurance coverage without notice by Contractor to PDSC. Any failure to comply with the provisions of these insurance requirements, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to the State of Oregon, PDSC, and their divisions, officers and employees.

7.3.6 Malpractice Insurance

During the entire contract period, and at the Contractor's own expense in whole or in part from contract funds, Contractor shall ensure that each of its attorneys has malpractice insurance coverage in the minimum amount required by the Oregon State Bar. Contractor shall provide proof of such insurance to PDSC on request.

7.3.7 Internal Controls

Contractor shall establish internal controls, such as

segregation of duties with respect to financial accounting, to ensure that contract funds are properly received, expended, and accounted for.

7.3.8 Oregon Judicial Information Network (OJIN)

For juvenile cases, Contractor shall limit use of OJIN to access only those cases that involve parties Contractor represents.

7.4 Staff and Equipment

7.4.1 Staffing Levels

Contractor has secured, or will secure at its own expense in whole or in part from contract funds, all personnel or employees necessary to perform services that this contract requires. Contractor shall maintain an appropriate and reasonable number of attorneys and support staff to perform its contract obligations.

7.4.2 Assigning and Associating Attorneys

7.4.2.1 Diligence in Hiring

Contractor shall use due diligence to hire, assign, or associate attorneys for this contract who are qualified to provide competent and effective services to their clients and the courts.

7.4.2.2 Supervision

Contractor shall have more experienced attorneys closely supervise lesser experienced attorneys' performance. Contractor shall provide information on the extent of supervision on PDSC's request. However, Contractor shall not provide to PDSC or any other person the contents of any employee's personnel files unless Contractor's employee expressly, knowingly, and voluntarily agrees in writing.

7.4.2.3 Certification

Contractor shall provide to PDSC the name and qualifications of any attorney added during the contract term to perform contract services. The newly added attorney shall meet the qualification standards established by PDSC, for the type of cases that will be assigned. A "certificate of attorney qualification" shall be provided to PDSC for each newly added attorney.

7.4.3 Interpreters

For out-of-court attorney/client communications, Contractor shall give preference to interpreters who are certified by the Office of the State Court Administrator (OSCA), under ORS 45.291. If no certified interpreter is available, Contractor may use a qualified interpreter, as defined in ORS 45.275(8)(b). Contractor shall ensure that all interpreters who are staff employees or who subcontract with Contractor and provide in-court interpretation comply with all certification requirements established by OSCA and the Code of Professional Responsibility for Interpreters in Oregon.

7.4.4 Limit on Contractor and Staff Noncontract Work

Contractor and Contractor's staff shall not let noncontract work interfere with adequate representation of court-appointed clients under this contract.

SEC. 7 OBLIGATIONS OF CONTRACTOR

7.5 Record Keeping

7.5.1 Case Records

Contractor shall maintain current information, including case log notes, on individual contract cases. To the extent ethically possible, records shall be kept in a manner to be available on request for inspection by PDSC, or PDSC's designee or agent.

7.5.2 Financial Records

Contractor shall maintain financial records on an accrual basis. Contractor's records shall show that all disbursements or expenditures of contract funds were ordinary, reasonable and necessary, and related to providing direct services required under the contract or services necessary to performance of the contract.

7.5.3 Retention Period

For purposes of this contract only, Contractor agrees to preserve all appointment, service and financial records for a period of five (5) years after this contract expires. In addition, Contractor agrees to preserve all case files a minimum of ten (10) years from the date the case is closed for all cases except aggravated murder and Measure 11 cases. Case files in aggravated murder and Measure 11 cases shall be preserved a minimum of twenty (20) years from the date the case is closed.

7.6 Reports to PDSC

7.6.1 Case Inventory

Within twenty (20) days of the end of each month, Contractor shall provide to PDSC, in a format specified by PDSC, a reasonably accurate monthly case inventory report for the preceding month. Contractor may submit amended case inventory reports, if necessary, at any time up to forty-five (45) days after completion of a periodic review that includes the monthly case inventory report to be amended.

7.6.2 Case Disposition and Withdrawal Data

Contractor shall maintain data, using codes specified by PDSC, to track the disposition of, or withdrawal from, all cases reported under the contract. Contractor will make the data available for PDSC to review on request.

7.6.3 Penalty for Late Reports

Contractor shall submit timely and properly completed reports. If Contractor fails to submit a proper, reasonably accurate report within thirty (30) days of its due date, PDSC may withhold the next monthly payment until PDSC receives the report and supporting documentation.

7.6.4 Enforceability

The reporting requirements set forth in this section are enforceable after the expiration of this contract.

7.7 Costs, Expenses and Client Clothing

7.7.1 Costs and Expenses

Except for the expense items listed in Section 6.5, Contractor shall pay for:

- (a) all ordinary, reasonable and necessary costs, fees, and expenses incurred in providing contract services;

- (b) all other routine expenses related to case preparation and trial; and
- (c) staff services, including routine travel expenses, if Contractor has staff investigators, interpreters, or polygraphers.

Contractor shall not expend contract funds for out-of-state travel or other costs unrelated to a specific case without the express written authorization of PDSC.

7.7.2 Client Clothing

Prior to requesting preauthorization to purchase clothing for a client's court appearance, Contractor agrees to contact contractors who maintain "clothing rooms" to determine whether suitable clothing is available. (Contact PDSC for a current list.) If Contractor receives preauthorization to purchase clothing for a client, that clothing shall be provided to a "clothing room" upon completion of the case.

7.8 Special Notices

Contractor shall provide PDSC written notice of any significant changes affecting this contract. Such changes include, but are not limited to:

- (a) Contractor's ability to carry out this contract, including changes in staff attorney names, staffing levels and office location;
- (b) Contractor's ability to meet financial obligations; and
- (c) matters affecting Contractor's ability to provide services to clients.

7.8.1 Time Requirement for Notices

All notices shall be provided to PDSC within thirty (30) days of the occurrence requiring the notice, unless a shorter time is provided.

7.8.2 Specific Notices Required

7.8.2.1 Insurance Cancellation or Change

Contractor shall provide notice of any material changes to any insurance policy listed in Sections 7.3.5 - 7.3.6 and immediate notice of the cancellation of any such policies.

7.8.2.2 Staffing Changes

Contractor shall provide, to PDSC and the affected court, notice of the names of attorneys who are hired or leave Contractor's employ and any other substantial staffing changes. Upon request by PDSC, Contractor shall provide a current list of attorneys and staff positions by full time equivalent.

7.8.2.3 Change in Contractor's Organization

Contractor shall notify PDSC of any change in Contractor's organization that might affect staffing, payment, or tax reporting under the contract. Contractor shall assure PDSC of its continued ability to meet contract requirements or shall propose reductions in caseload and price if Contractor is unable to meet contract requirements because of such organizational change.

SEC. 7 OBLIGATIONS OF CONTRACTOR

7.8.2.4 Events Which Could Impair the Contract

Contractor shall notify PDSC within fourteen (14) days of when Contractor learns that one of the following has occurred:

(a) Criminal Charges

A member of Contractor's attorney or investigator staff has been charged with a crime.

(b) Criminal Conviction

A member of Contractor's attorney or investigator staff has been convicted of a crime punishable by a term of incarceration of one or more years or involving moral turpitude.

(c) Formal Bar Complaint

A formal accusation of misconduct, that is alleged to have occurred with respect to representation provided in a contract case, has been filed by the Oregon State Bar against a member of Contractor's attorney staff.

(d) Bar Discipline

Disciplinary action is taken by the Oregon State Bar against one of Contractor's attorney staff.

(e) Uninsured Practice of Law

A member of Contractor's attorney staff has engaged in the practice of law in an area not covered by Contractor's or the attorney's professional liability insurance coverage.

7.8.2.5 Nonassignment of Available Cases or Early Quota

Contractor shall notify PDSC immediately upon determining that:

- (a) the court is not assigning Contractor to cases available for appointment; or
- (b) Contractor will reach its total contract quota before the expiration of the contract.

Within forty-five (45) days of notification to PDSC that the court is not assigning Contractor to cases available for appointment, PDSC shall propose a plan to Contractor and the court to remedy the nonassignment of available cases.

7.9 No Dual Payments for Contract Work

Contractor shall not:

- (a) expend funds under this contract for work performed outside this contract;
- (b) accept funds from anyone other than PDSC for work performed under this contract, except for grants or funds for work study, job experience, internships, or other such grants or funds; or
- (c) accept or keep credit for a case for which Contractor's attorney is subsequently retained.

7.10 Independent Audit Required

Contractor shall, from contract funds, be subject to an annual independent audit by a CPA firm and shall provide a copy to PDSC.

7.11 Annual Expenditure Report

Forty-five (45) days after the end of each one-year period under the contract, Contractor shall provide to PDSC a one-year expenditure report listing the amounts of contract funds expended by the same line items as are listed in Contractor's "Estimated Allocation of Contract Funds".

7.12 Limits on Full Time Public Defender Attorneys

Attorneys employed full time by nonprofit public defender offices shall not accept employment for legal services on a retained basis and shall not accept appointment to a public defense case outside this contract without the authorization of PDSC.

7.13 Limits on Pro Bono Work

Nonprofit public defenders may provide pro bono representation only for:

- (a) cases covered by contractor's or another's malpractice insurance; and
- (b) cases that are:
 - (i) related to cases to which contractor's attorneys have been appointed; or
 - (ii) unrelated to contract cases, provided the pro bono services are rendered outside of the contract.

7.14 Public Defender Employee Compensation

No public defender employee shall receive a salary higher than that set by the legislature for a circuit court judge in ORS 292.415.

8 MUTUAL RISKS

8.1 Impossibility of Performance

Neither party shall be held responsible for delay or default caused by theft, fire, flood, or other casualty, if the delay or default was beyond the party's reasonable control. In the event of circumstances beyond a party's control that may render timely performance by that party impossible, either party may terminate this contract, or the affected part, by written notice.

8.2 Tort Liability

Each party shall be responsible for the torts only of its own officers, employees, and agents committed in the performance of this contract.

KEY: Public Defender Consortium or Law Firm

SEC. 7 OBLIGATIONS OF CONTRACTOR

9 RISKS OF CONTRACTOR

9.1 Refund for Shortage

If Contractor's actual caseload value, at the expiration or termination of the contract, is less than the workload value Contractor agrees to refund to PDSC the shortage, unless PDSC agrees in writing otherwise.

9.2 Wind-Down Procedures

Unless PDSC agrees in writing, if either party suspends or terminates the contract, or the contract expires, Contractor shall complete timely and adequate legal services on all existing contract appointments on cases assigned before the effective date of suspension or termination.

9.2.1 Negotiations

If the contract expires or terminates, PDSC and Contractor shall negotiate wind-down procedures. Whenever possible, Contractor shall wind down pending cases within three months of contract expiration or termination by completing or, with PDSC's agreement, reassigning the cases.

9.2.1 Negotiations

Except when PDSC terminates the contract for cause under Section 3.5 and unless otherwise agreed, the parties shall, whenever possible, agree on wind-down procedures before the contract expires or terminates. If the parties cannot agree on wind-down procedures, PDSC alone shall decide what state funds, if any, will finance wind-down procedures based on what PDSC reasonably believes is necessary to ensure the clients' right to adequate assistance of counsel and that Contractor's legal obligations are met.

9.2.2 Reduction in Contractor's Caseload

If Contractor's caseload or contract amount is reduced significantly resulting in layoffs, whether as a result of contract modification or contract renewal, PDSC and Contractor may negotiate wind-down procedures.

10 APPOINTMENT TYPE DEFINITIONS

() denotes the applicable appointment code.

10.1 CRIMINAL CASES

10.1.1 Appointments After Diversion or Conditional Discharge Agreement (SCDV)

For all criminal cases, Contractor shall report separately on cases where Contractor is first appointed:

- (a) after the defendant enters into a diversion or conditional discharge agreement or any other type of deferred or delayed adjudication agreement, and
- (b) when the court orders the defendant to show cause why the agreement should not be terminated.

Contractor shall report these cases as SCDV rather than as the original case type.

10.1.2 Capital Murder Case (CMUR)

A capital murder case is any appointment to represent a person charged with aggravated murder as defined by ORS 163.095 except as provided under paragraph 10.1.3., below.

10.1.3 Noncapital Murder Case (MURD)

A noncapital murder case is any appointment to represent a person charged with:

- (a) murder as defined by ORS 163.115; and
- (b) aggravated murder where the person is a juvenile under 15 years of age who is waived to circuit court on the charge (a convicted juvenile cannot be sentenced to death or life without parole under ORS 161.620) or aggravated murder where the person was 15, 16 or 17 years of age on the date the crime is alleged to have occurred (no death sentence may be imposed under ORS 137.707(2)).

10.1.4 Felony Case

A felony case is any appointment to represent a person charged with one or more crimes described by ORS 161.525, excluding capital murder and noncapital murder. It includes manslaughter and negligent homicide. A case is a felony case if it includes a felony charge at any time after defendant appears in circuit court, even if later reduced to a misdemeanor.

10.1.4.1 Measure 11 Felony (AM11, BM11, JM11)

Other than murder, a felony that is the subject of Measure 11 and ORS 137.700 or ORS 137.707. AM11 is a Class A Measure 11 felony with an adult defendant; BM11 is a Class B Measure 11 felony with an adult defendant; and JM11 is a Class A or Class B Measure 11 felony where a 15-, 16- or 17-year-old is indicted as an adult in circuit court.

10.1.4.2 Class A Felony (AFEL)

A Class A felony is a crime that a statute expressly designates as a Class A felony, other than an AM11 case.

10.1.4.3 Class B Felony (BFEL)

A Class B felony is a crime that a statute expressly designates as a Class B felony, other than a BM11 case.

10.1.4.4 Class C Felony (CFEL)

A Class C felony is a crime that a statute expressly designates as a Class C felony, other than a DUII felony (DFEL), or domestic violence Class C felony (DVIO).

10.1.4.5 DUII Felony (DFEL)

A DUII felony is a DUII case in which an element of the crime charged is that the defendant has at least three prior DUII convictions within the past ten years (ORS 813.010(5)).

10.1.4.6 Domestic Violence Class C Felony (DVIO)

An Assault IV case which is elevated to a Class C felony under ORS 163.160(3).

KEY: Public Defender Consortium or Law Firm

SEC. 7 OBLIGATIONS OF CONTRACTOR

10.1.4.7 Unclassified Felony (UFEL)

A felony crime that the statute(s) do not expressly designate as a Class A, B, or C Felony.

10.1.5 DUII (DUII)

A DUII case is any appointment to represent a person charged with driving under the influence of intoxicants, other than DUII felony (DFEL).

10.1.6 Misdemeanor Case (MISS)

A misdemeanor case is any appointment to represent a person charged with one or more crimes described by ORS 161.545 or by local ordinance as a misdemeanor, excluding DUII, misdemeanor contempt and the misdemeanor traffic cases defined below.

10.1.7 Misdemeanor Traffic Case

A misdemeanor traffic case is any appointment to represent a person on a misdemeanor traffic charge for which a convicted defendant may be incarcerated as an original sentence under the Oregon Vehicle Code, other than a traffic offense charged as a felony or DUII. For statistical purposes, report cases in the following categories:

- (a) Misdemeanor Driving While Suspended (DWSS).
- (b) Other Traffic Misdemeanor (OTMS).

10.1.8 Extradition Case (EXTR)

An extradition case is any appointment to represent a person in a proceeding under the Uniform Criminal Extradition Act, ORS 133.743 - 133.857. It includes representation on a writ of habeas corpus filed in a pending extradition proceeding.

10.2 PROBATION VIOLATIONS

10.2.1 Probation Violation

A probation violation is any appointment or reappointment to represent a person in a proceeding concerning an order of probation, including but not limited to the revoking thereof, arising out of a criminal or civil contempt conviction(s) and sentencing(s), under Section 1.5.5. For reporting purposes, Contractor shall report each type of probation violation case by the following subcategories:

10.2.1.1 Felony Probation Violation (FPV)

A felony probation violation case is any appointment to represent a person in a probation proceeding arising out of a felony conviction.

10.2.1.2 Misdemeanor Probation Violation (MPV)

A misdemeanor probation violation case is any appointment to represent a person in a probation proceeding arising out of a contempt case, or a misdemeanor conviction, except DUII.

10.2.1.3 DUII Probation Violation (DPV)

A DUII probation violation is any appointment to represent a person in a DUII probation proceeding arising out of a DUII conviction.

10.3 CONTEMPT CASES

10.3.1 Contempt Case

A contempt case is any appointment to represent a person charged with contempt of court. For statistical purposes, report cases in the following three categories:

10.3.1.1 Family Abuse Prevention Act (FAPA)

Contempt for violating a Family Abuse Prevention Act (ORS 107.700 - 107.732) restraining order.

10.3.1.2 Support (SUPP)

Contempt for failure to comply with an order or judgment in domestic relations or juvenile court proceeding for the payment of suit money, attorney's fees, spousal support, child support, maintenance, nurture, or education.

10.3.1.3 Contempt (CONT)

Misdemeanor contempt or any other contempt that is not a FAPA or SUPP contempt.

10.4 CIVIL COMMITMENT CASES

10.4.1 Civil Commitment Case (MHMI)

A civil commitment case is any appointment to represent a person in a proceeding brought under ORS Chapter 426 or 427.

10.5 JUVENILE CASES

10.5.1 Juvenile Case

A juvenile case is any appointment or a reappointment to represent a person(s) in a proceeding brought under ORS Chapter 419B or 419C. For statistical purposes, report juvenile cases in the following categories:

10.5.1.1 Juvenile Felony (JUDF)

If committed by an adult, alleged act would constitute a felony.

10.5.1.2 Juvenile Misdemeanor (JUDM)

If committed by an adult, alleged act would constitute a misdemeanor.

10.5.1.3 Juvenile Other (JUDO)

- (a) if committed by an adult, alleged act would constitute a violation or infraction;
- (b) alleged act is a status offense;
- (c) an emancipation case (any appointment to represent a child in a proceeding under ORS 419B.550 - 419B.558);
- (d) a waiver case (any appointment to represent a child in a proceeding to waive the child to adult court for further proceedings under ORS 419C.340);
- (e) appointments under ORS 420A.203 (Eligibility for second look; report to sentencing court; hearing; disposition);

SEC. 7 OBLIGATIONS OF CONTRACTOR

- (f) appointments under ORS 181.823 (Relief from reporting requirement; juvenile offenders) or ORS 181.826 (Relief from reporting requirements; juvenile offenders from different jurisdiction); and
- (g) appointment to a juvenile case for which no other juvenile case type applies.

10.5.1.4 Probation Violation or Motion to Modify (JPV)

Proceeding based on allegation(s) that the child has violated the terms of probation or a proceeding based on a motion to modify a disposition.

10.5.1.5 Juvenile Dependency Case

A juvenile dependency case is any appointment to represent a person based on a new petition alleging that a child is within the jurisdiction of the juvenile court under ORS 419B.100(1)(a) - (g).

- (a) Parent (JDEP): Appointment to represent parent(s) or guardian(s).
- (b) Child (JDEC): Appointment to represent child(ren).

10.5.1.6 Postdispositional Proceeding

A postdispositional proceeding is any appointment in a juvenile court proceeding to represent a person at a court or CRB review hearing and shelter care hearings held after the original disposition. It does not include probation violation proceedings or family unity meetings. Probation violation proceedings are a separate category under delinquency.

- (a) Parent (JPDP): Appointment to represent parent(s) or guardian(s).
- (b) Child (JPDC): Appointment to represent child(ren).

10.5.1.7 Termination of Parental Rights Case

A termination of parental rights case is any appointment to represent the parent or child in a proceeding under ORS 419B.500 - 419B.530 OR in a contested adoption matter (Zockert v. Fanning) OR in a contested permanent

guardianship proceeding under ORS 419B.365. Guardianship proceedings under ORS Chapter 125 are excluded.

- (a) Parent (JUTP): Appointment to represent parent(s) or guardian(s), including contested adoption proceedings.
- (b) Child (JUTC): Appointment to represent child(ren), including contested adoption proceedings.

10.6 OTHER CIVIL CASES

10.6.1 Habeas Corpus Case (CVHC)

A habeas corpus case is any appointment to represent a person in a proceeding for a writ of habeas corpus under ORS 34.355, excluding:

- (a) habeas corpus petitions filed in a pending extradition proceeding; and
- (b) habeas corpus petitions filed for a client whom Contractor represents on a related matter (not a separate appointment under the contract).

10.6.2 Postconviction Relief Case (CVPC)

A postconviction relief case is any appointment to represent a person under ORS 138.510 - 138.686.

10.6.3 Psychiatric Security Review Board Case (PSRB)

A Psychiatric Security Review Board case is any appointment by the PSRB to represent a person under ORS 161.346(11).

10.7 OTHER CASES (OTHR)

An other case is: a complex case from which Contractor withdraws; an appointment under ORS 136.611 (Material Witness Order); an appointment under ORS 137.771(2) (Sexually Violent Dangerous Offenders); an appointment under ORS 138.694 (DNA testing); a criminal forfeiture credit; or an appointment to a case for which no other case type applies.

SPECIFIC TERMS

1 PARTIES TO CONTRACT

Pursuant to ORS 151.216 and ORS 151.219, this contract is between the Public Defense Services Commission ("PDSC") and _____ ("Contractor").

2 TERM OF CONTRACT

The contract term shall be from January 1, 2010 through December 31, 2011.

3 NOTICE

Each party shall provide to the other all notices regarding this contract:

- (a) in writing, and
- (b) delivered to the other party at the address below or to such person and address as the parties provide to each other from time to time:

PDSC:

Public Defense Services Commission
Contract and Business Services Division
1320 Capitol St NE, Ste 190
Salem, Oregon 97301

Contractor:

(Contract Administrator)

(mailing address)

(mailing address)

8 MERGER CLAUSE

THIS WRITING TOGETHER WITH THE GENERAL TERMS CONTAINED IN THE 2009 REQUEST FOR PROPOSALS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO OTHER ORAL OR WRITTEN UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. IF MADE, SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

4 TOTAL WORKLOAD VALUE AND PAYMENT SCHEDULE

For representation provided pursuant to this contract, PDSC shall pay Contractor a total of \$ _____ during the term of this contract. PDSC shall pay the total workload value in monthly installments as shown in the Payment Schedule.

5 CASE TYPES

Contractor shall provide legal representation in the Circuit Court of _____ County for the types of cases included in the Caseload and Case Value Matrix.

6 WORKLOAD

6.1 Estimated Number of Cases

Contractor's workload is estimated to be _____ cases for the contract term.

6.2 Caps, Limitations, or Parameters on Number of Certain Cases

[Describe here as needed.]

7 ADDITIONAL AGREEMENTS AFFECTING THIS CONTRACT

[Describe here as needed.]

INGRID SWENSON, EXECUTIVE DIRECTOR
PUBLIC DEFENSE SERVICES COMMISSION

DATE

CONTRACTOR

DATE

TITLE OR REPRESENTATIVE CAPACITY

**CONTRACT BETWEEN PDSC AND CONTRACTOR
PAYMENT SCHEDULE**

End of Month (Unless noted)	Monthly Payment
January 2010	
February 2010	
March 2010	
April 2010	
May 2010	
June 2010	
July 2010	
August 2010	
September 2010	
October 2010	
November 2010	
December 2010	
<i>First-Year Subtotal</i>	\$0
January 2011	
February 2011	
March 2011	
April 2011	
May 2011	
June 2011	
July 10, 2011	
July 2011	
August 2011	
September 2011	
October 2011	
November 2011	
December 2011	
<i>Second-Year Subtotal</i>	\$0
Total Payments	\$0

**CONTRACT BETWEEN PDSC AND CONTRACTOR
CASELOAD AND CASE VALUE MATRIX**

Case Types	Value	Number of Cases	Total Value
1/1/10 - 12/31/10			
MURD			\$0
AM11/BM11/JM11			\$0
AFEL			\$0
BFEL			\$0
CFEL/DFEL/DVIO			\$0
DUIS/MISS/DWSS/OTMS/SCDV/CONT/ FAPA/SUPP/EXTR/MHMI/OTHR			\$0
DPV/FPV/MPV/JPV			\$0
CVHC/CVPC			\$0
JDEC/JDEP			\$0
JDPC/JPDP			\$0
JUDF			\$0
JUDM/JUDO			\$0
JUTC/JUTP			\$0
First-Year Total		0	\$0
1/1/11 - 12/31/11			
MURD			\$0
AM11/BM11/JM11			\$0
AFEL			\$0
BFEL			\$0
CFEL/DFEL/DVIO			\$0
DUIS/MISS/DWSS/OTMS/SCDV/CONT/ FAPA/SUPP/EXTR/MHMI/OTHR			\$0
DPV/FPV/MPV/JPV			\$0
CVHC/CVPC			\$0
JDEC/JDEP			\$0
JDPC/JPDP			\$0
JUDF			\$0
JUDM/JUDO			\$0
JUTC/JUTP			\$0
Second-Year Total		0	\$0
Contract Total		0	\$0