

## ADDENDUM TO CRIMINAL AND JUVENILE CONTRACTS

This addendum memorializes agreed upon changes to the general terms of the criminal and juvenile contracts, with the new language in italics.

Amend general term 3.5.1(b) to state the following:

OPDS may request Contractor to accept appointments to cases in adjacent jurisdictions. If the Contractor accepts the appointment in the adjacent jurisdiction, OPDS shall work collaboratively with Contractor to select an attorney who is best suited to receive the appointment. OPDS shall also work with OJD to mitigate against attorney scheduling conflicts. These appointments will count toward the Contractor's overall contracted caseload and will receive additional case weight. In addition, Contractor shall be reimbursed by OPDS for all routine travel expenses, pursuant to the PDSC's Payment Policy.

Amend general term 4.3 to the following:

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 or confidential 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 *if applicable*, 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.

Amend general term 7.3.1 to the following:

Contractor shall protect, indemnify, defend, and hold harmless PDSC, OPDS, and the State of Oregon from all liability, obligations, damages, losses, claims, suits, or actions of whatever nature that are related to, result from, or arise out of Contractor's or Contractor's employees' or agents' actions, decisions, work, advice, activities, or failures to act under this Agreement. *Notwithstanding the above, Contractor has no duty to indemnify, defend, or hold harmless PDSC, OPDS, or the State for their actions, decisions, work, activities, or failures to act related to this Agreement.*

Amend general term 7.8.2.5 to the following:

If Contractor is unable, or believes it will be unable, to accept court appointments to public defense cases, Contractor shall notify OPDS immediately and provide at least 30 days' notice, *or as soon as practicable if unable to provide at least 30 days' notice*, before refusing court appointments.

Amend general term 10.3.2 to the following:

No one funded to perform a Maximum Attorney Caseload may engage in any other paid *legal* work, unless OPDS otherwise agrees in writing. Contractor's non-contract *legal* work shall be proportional to their percentage of Maximum Attorney Caseload (e.g., an attorney with a .5 Maximum Attorney Caseload shall dedicate at least half of their time to contract work).

Contractor Signature: \_\_\_\_\_