

PUBLIC DEFENSE CONFLICT ATTORNEY AGREEMENT

NAME: _____ OSB#: _____

OFFICE ADDRESS: _____

OFFICE PHONE: _____ EMAIL: _____

I (“Attorney”) hereby enter into this agreement with the Office of Public Defense Services (OPDS) under the terms and conditions of this Public Defense Conflict Attorney Agreement (“Agreement”) to receive fee-generating case assignments to represent persons entitled to public defense services for eligible cases in the State of Oregon. Attorney is not guaranteed case assignments and will only receive appointments if an OPDS contractor has a conflict or if OPDS determines a non-contract attorney is otherwise appropriate. In consideration of the receipt of any such assignments, Attorney agrees as follows:

1. Attorney is licensed to practice law in the State of Oregon and Attorney shall, at all times, remain in good standing to practice law in the State of Oregon.
2. The Attorney shall maintain an email address with OPDS as all notices, schedules, and other program information will be disseminated electronically. Attorney shall promptly inform OPDS of any change in Attorney’s contact information.
3. Subject to Attorney’s initial qualification certification by OPDS and any other limitations imposed by OPDS, OPDS may add Attorney to the list of attorneys who are permitted to accept the assignment of cases. The type and complexity of cases for which Attorney is approved for appointment will be determined by the assessment of Attorney’s submission under OPDS’s Attorney Qualification Standards.
4. This Agreement does not guarantee Attorney any actual fee-generating case assignments. OPDS may restrict the number and types of cases that Attorney is assigned. Attorney will be paid the hourly rate authorized by the PDSC and published on the OPDS website at the time of the appointment.
5. Attorney agrees to comply with the PDSC’s Public Defense Payment Policy and Procedures.
6. Attorney agrees to comply with the Oregon Rules of Professional Conduct. Attorney agrees to participate in and fully cooperate with any investigations of any complaints (including billing discrepancies) conducted by OPDS and any action taken as a result of a complaint. If requested by OPDS, attorney shall provide a current case list.
7. Attorney shall not accept any form of payment from or on behalf of an assigned client for the representation provided by the Attorney, related to the matter for which the attorney was assigned, except for payment from OPDS through billings submitted to OPDS.
8. Attorney shall maintain all liability insurance as required by the Oregon State Bar.
9. Attorney shall immediately notify OPDS of (1) any criminal action brought against Attorney, including criminal complaints, indictments, or convictions of crimes, and (2) any

disciplinary action brought against Attorney by the Oregon State Bar.

10. The Agreement may be terminated at any time and for any reason whatsoever without regard to cause by either Attorney or OPDS by giving fourteen days' notice in writing to the other party. In the event of any such termination of the Agreement, Attorney will cooperate with OPDS regarding the completion of any assigned cases so that the rights of the client are always fully protected. Attorney will be removed from the list of attorneys who are permitted to accept the assignment of cases.
11. The term of this Agreement shall be from the effective date to June 30, 2023. The Agreement is not automatically renewed.
12. Attorney 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 Attorney's employees' or agents' actions, decisions, work, advice, activities, or failures to act under this Agreement. Notwithstanding the above, Attorney 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.
13. Attorney agrees to the hourly rates included in the attached addendum. Attorney will receive the hourly rate applicable at the time the attorney accepted the appointment to the case, and the attorney will receive that hourly rate for the duration of the case until the case is completed.

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN ATTORNEY AND OPDS WITH RESPECT TO THE SUBJECT MATTER HEREOF AND REPLACES ANY PRIOR WRITTEN OR ORAL COMMUNICATIONS BETWEEN THE PARTIES.

Attorney Signature

Date: _____

Attorney Name (Please Print)

PUBLIC DEFENSE CONFLICT ATTORNEY AGREEMENT ADDENDUM

Attorney will receive the hourly rate applicable at the time the attorney accepted the appointment to the case, and the attorney will receive that hourly rate for the duration of the case until the case is completed.

- Appointments to Murder1/Murder 2/Jessica's Law/Juvenile Waiver cases - \$105/hour
- All other appointments - \$75/hour
- Appointments to in-custody cases that are on the OPDS list of unrepresented clients - \$158/hour, determined by OPDS on a case-by-case basis and with agency preapproval in writing

ATTORNEY INFORMATION SHEET

Name: _____ OSB#: _____

Office Address _____

Office Phone _____ Email: _____

Date Adm. To OR Bar: _____

Language ability other than English (*please list only if fluent*) _____

Counties in which I will receive appointment _____
