



July 1, 2021

To: Public Defense Partners
From: Office of Public Defense Services
Re: Hourly Compensation

Dear Public Defense Providers:

We are six months into our new FTE contracting model, and we are aware that any shift of a system this size will have its challenges. We appreciate your patience as we build out a more rational contracting structure to fully capture attorney caseload and compensation.

As a reminder, if you are an attorney providing public defense services pursuant to a contract, either part-time or full-time, you cannot bill OPDS for public defense cases assigned on or after January 1, 2021. The specific contract provision is section 4.2, which provides:

4.1 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.

- (a) Contractor's total annual cases, including public defense clients, retained clients, and any other legal work, shall not exceed the PDSC's caseload guidelines. If the additional legal work is not covered by the PDSC's caseload guidelines, Contractor shall operate in good faith to fairly account for the time spent on non-contract cases;

(b) Contractor may accept public defense appointment outside of

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their contract. Those cases will count toward the contractor's overall contracted caseload. No public defense contractor will be compensated hourly if they are on a public defense contract. OPDS will work with the contractor to adjust total FTE if contractor is providing legal services in a jurisdiction not covered by the contract;

- (c) No one funded as a 1.0 FTE may take on any other paid legal work, including legal advocacy work and/or acting as a municipal or justice court public defense attorney, prosecutor, or judge;
- (d) Nothing in this section precludes a contractor from engaging in pro bono legal services.

The purpose of this contract provision is to ensure public defense caseload and compensation are distributed equitably and in alignment with measurable caseloads. If you have any questions, please contact your analyst.