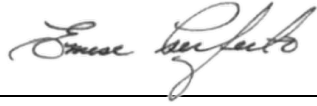


Policy Name: Contract Compliance Policy	Number: 404.200.04.005
Division: Compliance, Audit, & Performance	Effective Date: 10/1/2025
Responsible Section: Trial Support & Development	
Approved by: Oregon Public Defense Commission	Approval Date: 4/16/2025

PURPOSE: To provide notice and guidance regarding potential breach of contract terms and requirements.

AUTHORITY: ORS 151.216

APPLICABILITY: This policy applies to all contracts for public defense services.

DEFINITIONS FOR PURPOSES OF THIS POLICY:

Contractor: Any entity that has a contract with OPDC for legal services.

Oregon State Bar (OSB) Performance Standards: The Specific Standards for Representation for the applicable case type on the OSB website.

POLICY: To ensure compliance with contracts, Oregon Public Defense Commission (OPDC) sets out the following contract compliance procedures.

- Contractor agrees to accept appointments to represent eligible clients and, if applicable, to assign cases to attorneys performing legal services in accordance with their contract with OPDC unless doing so would violate the OSB Rules of Professional Conduct or the contract management provisions described below.
- Contractor shall monitor case assignments for each attorney performing services under this contract to ensure the number of case assignments in a month, or open cases under Parent Child Representation Program (PCRP) for each attorney are within 15% of the monthly prorated Maximum Attorney Caseload (MAC) or the PCRP workload limit associated with that attorney's contracted Full Time Equivalent (FTE).

- Contractor agrees to ensure that all attorneys performing services under this contract are qualified under OPDC's attorney qualifications and are following the OSB Attorney Performance Standards for the case to which they are appointed. Contractors are responsible for ensuring that all attorneys working under the contract understand and abide by all of the contract requirements. Attorneys will not be compensated for work on any case for which they are not qualified by OPDC without prior written approval by OPDC. Attorney should submit the request in the manner proscribed by OPDC prior to commencing work on the case.
- If Contractors or individual attorneys cannot fulfill their performance standards obligations for new clients, beyond their current existing clients for ethical reasons, they must submit a form designated by OPDC for that purpose. OPDC will work with Contractor or attorneys to determine the underlying cause for the ethical shutoff. OPDC may not decrease a Contractor's attorney FTE, the financial value attached to the contract, or any other form of compensation if the Contractor has temporarily shut off case assignments for ethical reasons.
- Contractor shall ensure that 1.0 FTE attorneys funded pursuant to this contract do not engage in any other paid legal work unless agreed to by OPDC in writing and only if additional paid work will not interfere with their work on appointed cases.

Enforcement

If OPDC reasonably believes that any attorney performing services under this contract has not accepted appointments consistent with their yearly contract obligations, maintained an open caseload (PCRCP only), or has not met performance standards for two consecutive months, OPDC will engage Contractor in the following manner:

1. OPDC will set a meeting with Contractor to discuss the circumstances leading to the lack of ability to meet contract and/or performance expectations and to determine:
 - a. Whether changing filing trends within the jurisdiction resulted in the attorney's low case number;
 - b. Whether the low case numbers or lack of meeting performance requirements were caused by an attorney's ethical responsibility to current clients and the attorney has filed the required ethical shut off form; or
 - c. Whether other performance-related factors have resulted in the attorney or entity not being able to meet their caseload or performance expectations.
2. OPDC and Contractor will develop, if necessary, a plan to bring Contractor and any attorneys performing services under this contract back within the contract and/or performance expectations. The initial plan will last for 90 days, subject to extension by agreement of OPDC and Contractor, and may include:

- a. Requirements that Contractor accept or refrain from accepting cases, unless doing so would cause attorney/s to violate the Rules of Professional Conduct;
 - b. Requirements that Contractor accept cases as needed from neighboring jurisdictions;
 - c. Requirements that Contractor or attorneys successfully complete training program(s) designed to assist with factors that were identified as causes for the Contractor or attorneys' inability to meet caseload or performance expectations; and/or
 - d. Requiring Contractor or attorneys to participate in a mentoring program approved by OPDC.
3. At the end of the plan period, OPDC will determine, at its discretion, whether further corrective actions are necessary and likely to result in necessary improvement.
4. If additional corrective actions are necessary, OPDC may, at its discretion implement any or all of the following actions:
 - a. Reduce an incremented 1% of total contract funds increasing every 90 days up to 5% or until such time as the problems are ameliorated;
 - b. Reduce the FTE in the contract;
 - c. Reduce the qualification level of the attorney/s;
 - d. Require more intensive mentoring/oversight until such time as the problems are resolved; and/or
 - e. Termination of the contract.

Approved by: Commission
Prepared by: Trial Support and Development
Reviewed by: Policy Division
Publish: Externally and Internally