

January 1, 2018 to December 31, 2019
Parent Child Representation Program Contract (“Contract”)
Between the Public Defense Services Commission (“PDSC”) and
XXXXXXXXXX (“Contractor”)

PDSC and Contractor agree that all terms and provisions stated in the Contract and all previous addenda to the Contract remain in effect except as specifically agreed and set forth below.

1. PARTIES TO CONTRACT

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

2. TERM OF CONTRACT

The contract term shall be from January 1, 2018 through December 31, 2019.

3. SCOPE OF CONTRACT

The contract applies only to juvenile cases.

4. NOTICE

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

- i. in writing, and
- ii. delivered to the other party at the email address below or to such person and email address as the parties provide to each other from time to time:
 - 1. PDSC: Public Defense Services Commission
mail@opds.state.or.us
 - 2. Contractor: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX, Administrator
[xxxxxxx \(administrator email\)](mailto:xxxxxxx@opds.state.or.us)

5. GENERAL TERMS

- a. 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.
- b. JUVENILE CASE (“case”): A juvenile case is any appointment or reappointment to represent a person(s) in a proceeding brought under ORS 419B or 419C or as required in a contested adoption proceeding consistent with *Zockert v. Fanning*. A juvenile case begins on the date of appointment (or reappointment) of counsel and continues until appointment of counsel is terminated or relieved by the court. A juvenile case does not include a Ballot Measure 11 case.

6. OBLIGATIONS OF CONTRACTOR

- a. Provide comprehensive representation at all stages of a juvenile case. Comprehensive representation includes, but is not limited to:
 - i. Attending all meetings where DHS and/or other state actors or parties are present and discussing matters relevant to the case.
 - ii. Meeting with client to review available discovery before all court hearings, including shelter hearings where practicable.
 - iii. Advocating for client at all court hearings, including shelter hearings.
 - iv. Meeting and communicating regularly with clients including:
 1. Before court hearings and CRB reviews.
 2. In response to contact by the client.
 3. When a significant change of circumstances must be discussed with the client.
 4. Whenever notified that the child's placement has changed.
 5. When a lawyer is apprised of emergencies or significant events impacting the child.
 - v. Utilize independent investigators and social workers, as appropriate, to provide comprehensive representation.
 - vi. Observe Oregon State Bar Performance Standards: Specific Standards for Representation in Juvenile Dependency Cases. (See http://www.osbar.org/surveys_research/performancestandard/index.htm).
 - vii. Conduct a thorough, continuing, and independent review and investigation of the case consistent with Performance Standard 3.7.
- b. Advocate for systemic changes where necessary to improve outcomes for parents and children.
- c. Change business processes as necessary to provide high quality parent/child representation including, but not limited to:
 - i. Develop a method to maintain regular client contact with the client throughout the case.
 - ii. Have staff available to respond to immediate client questions when the attorney is in court.
 - iii. Conduct an initial interview of the client, when possible, within 72 hours of appointment.
 - iv. Have staff available to adequately support attorney functions.
- d. Engage in regular and consistent client communication as specified in the Oregon State Bar Performance Standards. It is generally recommended that attorneys spend approximately 1/3 of their time meeting with clients, 1/3 on case preparation, and 1/3 on court appearances and case related meetings.
- e. Use a case management system or other data collection method that will provide data reports demonstrating time spent on client communication, case preparation, court appearances, case-related meetings, case-related outcomes, and use of social workers and investigators.
- f. Comply with reasonable requests for data from OPDS.
- g. Attend quarterly meetings to review data and ensure sufficient support to achieve program expectations.
- h. Develop and implement a plan to increase or decrease case count so that full time representation is limited to no more than 80 juvenile cases per attorney. Provide plan details and timelines to OPDS.

- i. Contract administrator should carry a reduced caseload to allow for adequate administration time. The amount to which caseload is reduced shall be agreed upon by administrator and OPDS.
- j. Contractor shall notify OPDS of any change in Contractor's organization that might affect the number of individuals providing services under the contract prior to such change.

7. OBLIGATIONS OF PDSC

- a. Provide independent case managers to assist attorneys in juvenile cases by evaluating services, identifying additional appropriate services in the community, connecting clients with appropriate services when necessary, and interceding when conflict occurs between clients and providers.
- b. Organize quarterly meetings to review data and ensure sufficient support to achieve program expectations.
- c. Provide opportunities for continuing legal education.
- d. Facilitate stakeholder discussion to support PCRCP county system improvement efforts.

8. MUTUAL OBLIGATIONS

- a. Parties agree to work together, in good faith, to successfully implement PCRCP program.
- b. Parties agree to work toward accomplishing shared goals:
 - i. Provide competent, effective, and quality legal representation throughout the life of the case.
 - ii. Reduce the number of cases in which the time to establish jurisdiction is greater than 60 days in the county.
 - iii. Reduce the number of children in foster care in the county.
 - iv. Reduce the time to achieve permanency in the county.
 - v. Increase the frequency of attorney representation of parents and children at shelter hearings in the county.
 - vi. Increase the number of children who are reunified with their parent(s) in the county.

9. WORKLOAD

- a. In order to comply with performance standards, generally an attorney should limit full time representation to no more than 80 open juvenile cases. OPDS recognizes that the target goal of 80 open cases may fluctuate as cases are received, assigned and closed. An insignificant, short-term, temporary variance from the target goal of 80 cases is permitted.
- b. If case count consistently falls below or above 15% of estimated caseload for 6 consecutive months, parties shall negotiate compensation as appropriate. Estimated caseload per attorney for this contract is listed in the Caseload Matrix.
- c. A contract administrator may request a good cause variance from the caseload limit; OPDS may approve or deny such request.

- d. Private attorneys who provide public defense representation shall set limits on the amount of privately retained work which can be accepted. These limits shall be based on the percentage of a full-time caseload which the public defense cases represent.

10. TOTAL WORKLOAD VALUE AND PAYMENT SCHEDULE

For representation provided pursuant to this contract addendum, OPDS shall pay Contractor a total of \$xxxxxxxx during the term of this contract. OPDS shall pay the total workload value in monthly installments as shown in the Payment Schedule. Payments shall be made by direct deposit into the account designated by Contractor.

11. CONFLICTS

The terms of this Agreement shall control over any conflicting terms in any referenced contract, agreement or document.

12. MERGER CLAUSE

THIS WRITING TOGETHER WITH THE GENERAL TERMS CONTAINED IN THE 2017 REQUEST FOR PROPOSALS AND 2018-2019 PUBLIC DEFENSE LEGAL SERVICES CONTRACT 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 ACKNOWLEDGESTHAT IT HAS READ THIS ADDENDUM, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**C. Lane Borg, Executive Director
Office of Public Defense Services
Public Defense Services Commission**

Date

**XXXXXXXX, Administrator
XXXXXXXXXXXXXXXXXXXX(Contractor Name)**

Date

2018-2019 Caseload Matrix
Parent Child Representation Program

Firm Name	Attorney Name	Maximum Caseload	Staff	Payment Per Calendar Year
Law Office of Attorney A	Attorney A	64	.80 Full Time	\$XXXXX
Law Office of Attorney B	Attorney B	64	.80 Full Time	\$XXXXX
Law Office of Attorney C	Attorney C	64	.80 Full Time	\$XXXXX
Law Office of Attorney D	Attorney D	64	.80 Full Time	\$XXXXX
Law Office of Attorney E	Attorney E	64	.80 Full Time	\$XXXXX
Law Office of Attorney F	Attorney F (<i>admin</i>)			\$XXXXX
TOTAL		320		\$XXXXX

2018-2019 Payment Schedule
Parent Child Representation Program

Month	Year	Monthly Payment
January	2018	\$XXXXXX
February	2018	\$XXXXXX
March	2018	\$XXXXXX
April	2018	\$XXXXXX
May	2018	\$XXXXXX
June	2018	\$XXXXXX
July	2018	\$XXXXXX
August	2018	\$XXXXXX
September	2018	\$XXXXXX
October	2018	\$XXXXXX
November	2018	\$XXXXXX
December	2018	\$XXXXXX
January	2019	\$XXXXXX
February	2019	\$XXXXXX
March	2019	\$XXXXXX
April	2019	\$XXXXXX
May	2019	\$XXXXXX
June	2019	\$XXXXXX
July	2019	\$XXXXXX
August	2019	\$XXXXXX
September	2019	\$XXXXXX
October	2019	\$XXXXXX
November	2019	\$XXXXXX
December	2019	\$XXXXXX
TOTAL		\$XXXXXXXX