

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 04/05/2022	<b>PREPARED BY:</b> Office of Public Defense
<b>Meeting Date Requested:</b> 04/12/2022	<b>PRESENTED BY:</b> Office of Public Defense
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board	
<b>SUBJECT:</b> Juvenile Dependency Public Defense Contract with Peter Lucas-Roberts	
<b>FISCAL IMPACT:</b> None	
<b>BACKGROUND:</b> This request reflects a recent decision by the Juvenile Court bench that in dependency cases involving multiple dependents with conflicting objectives each one is entitled to their own attorney. Accordingly, we are in the process of attempting to sign additional conflict attorneys to handle such matters on an as needed basis.	
<b>RECOMMENDATION:</b> Approve Contract with Peter Lucas-Roberts for Juvenile Dependency Services	
<b>COORDINATION:</b> Larry Zeigler, FCOPD	
<b>ATTACHMENTS:</b> (Documents you are submitting to the Board) Resolution Contract ASR	
<b>HANDLING / ROUTING:</b> (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) None	

*I certify the above information is accurate and complete.*

Larry Zeigler  
Manager, FCOPD

# FRANKLIN COUNTY RESOLUTION \_\_\_\_\_

*BEFORE THE BOARD OF COMMISSIONERS  
OF FRANKLIN COUNTY, WASHINGTON*

## **EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY PETER LUCAS-ROBERTS TO REPRESENT INDIGENT PERSONS FOR DEPENDENCY CASES IN FRANKLIN COUNTY JUVENILE COURT**

**WHEREAS**, Franklin County is obligated by law to provide indigent defense services in Franklin County Juvenile Court; and

**WHEREAS**, Franklin County wishes to contract with attorney, for a period from April 1, 2022 to December 31, 2024; and

**WHEREAS**, Attorney Peter Lucas-Roberts, is qualified and interested in providing such representation and it appears appropriate to award the professional services agreement to provide such representation to him; and

**NOW THEREFORE, BE IT RESOLVED THAT** the professional services agreement with Peter Lucas-Roberts, designated as LUCAS12312024 be executed as presented.

**DATED** this ..... day of ....., 20 ....

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

# PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO CASES IN FRANKLIN COUNTY JUVENILE COURT

CONTRACT SUMMARY			
Contract Type	Juvenile Court – Conflict		
Contract Number	LUCAS12312024	Contract Holder	Peter Lucas-Roberts
WSBA #	55519	Effective Dates	04/01/22-12/31/24
Caseload Cap	See Exhibit B	Compensation	\$75/hour

This Contract is made and entered into by and between the Franklin County Office of Public Defense, hereinafter referred to as "OPD", and Peter Lucas-Roberts dba Minnick-Hayner, P.S., hereinafter referred to as "CONTRACTOR." CONTRACTOR's address is: 249 West Alder Street, P.O. Box 1757, Walla Walla, WA 99362, phone (509) 527-3500, with email being [peter@minnickhayner.com](mailto:peter@minnickhayner.com)

## PURPOSE

The purpose of this Contract is to provide high quality indigent dependency and termination defense legal services Benton and Franklin County Juvenile Court as described in attached Exhibit B, Statement of Work.

## SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between OPD and CONTRACTOR, and specific obligations of both parties.
- B. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Exhibit B, Statement of Work, which by this reference is hereby incorporated.

## PERIOD OF PERFORMANCE

Subject to other Contract provisions, the period of performance under this Contract will be from April 1, 2022 or date of last signature, whichever is later, through December 31, 2024. The period of performance may also be extended by mutual written agreement of the parties.

## COMPENSATION/PAYMENT

OPD shall pay an amount not to exceed \$75/hour for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. These payments not to exceed \$10,000 per case without prior authorization from FCOPD.

## TRAVEL REIMBURSEMENT

CONTRACTOR will receive reimbursement for travel as authorized in this Contract. Mileage will be calculated from CONTRACTOR's office to the court or case event location, and back to CONTRACTOR's office. Mileage reimbursement will be at the rate set by the Washington State Office of Financial Management (OFM). Pursuant to prior approval by FCOPD Manager lodging

reimbursement will be approved when case related events extend two or more days in a row. In other rare instances, lodging may be reimbursed; in these instances, CONTRACTOR must obtain OPD's prior approval, which will not be unreasonably withheld. To receive reimbursement, CONTRACTOR must complete the travel voucher form provided by OPD and provide all required supporting documents. Lodging will be reimbursed in accordance with the OFM State Accounting and Administrative Manual (SAAM) travel policies and rates.

In accordance with SAAM, meals will be reimbursed only if the traveler is in travel status for the entire period of the meal being claimed. Meal periods are 7:00 AM to 8:00 AM for breakfast, 12:00 PM to 1:00 PM for lunch, and 6:00 PM to 7:00 PM for dinner. For non-overnight travel, meals will not be reimbursed unless the traveler is in travel status for at least 12 hours of the claimed travel day.

#### **ADMINISTRATIVE COSTS**

The compensation stated above includes administrative costs associated with providing legal representation. These costs include but are not limited to support staff, telephones, law library, financial accounting, case management systems, computers and software, high speed internet access, office space and supplies, training, ordinary copying, and other costs necessarily incurred in the day-to-day management of the contracted work.

#### **APPROVED EXPERT AND LITIGATION COSTS**

OPD shall directly pay service providers for authorized expert or litigation costs upon prior FCOPD approval of request for services. OPD shall also reimburse contractors for pre-authorized expert services or litigation costs when it is necessary for CONTRACTOR to pay the expert or litigation service provider directly. To receive reimbursement or to have OPD pay the service provider directly, CONTRACTOR must submit a copy of the service provider's invoice. For reimbursement of a paid service provider's invoice, CONTRACTOR must also provide proof of payment of the invoice.

Authorized services providers will be reimbursed travel expenses according to statute and with preauthorization from FCOPD. CONTRACTOR shall inform service providers of the rules and regulations governing travel expense reimbursement.

#### **EXTRAORDINARY COMPENSATION**

In extraordinary cases, CONTRACTOR may petition OPD for additional compensation.

#### **BILLING PROCEDURES**

- A. OPD shall pay CONTRACTOR upon receipt of properly completed invoices and documentation required herein, which CONTRACTOR shall submit to OPD not more often than monthly. The invoices and required documentation must describe and document, to OPD'S satisfaction, the work performed, and any fees claimed, if applicable.
- B. In accordance with OPD's Pre-Approved Expert or Litigation Costs Policy, if expert or litigation costs are invoiced, CONTRACTOR shall provide a detailed breakdown of each type of expert service. CONTRACTOR shall also complete and include OPD's Expert or Litigation Costs invoice. A receipt or proof of payment such as a canceled check must accompany any request for reimbursement.

- C. Payment will be considered timely if made by OPD within 30 days after receipt of properly completed invoices. Payment will be sent to the address designated by CONTRACTOR or by direct payment to CONTRACTOR's designated direct deposit account.
- D. CONTRACTOR shall ensure that all expert or litigation service providers submit invoices to CONTRACTOR promptly. CONTRACTOR shall in turn submit all expert service invoices to OPD promptly upon receipt.
- E. CONTRACTOR understands that CONTRACTOR shall ensure that OPD receives all invoices for expert or contractors services performed within 30 Days from date services were rendered.
- F. If expert services or litigation are provided during this Contract's period of performance but are not concluded, CONTRACTOR shall ensure that the expert service provider submits a timely invoice for all services provided during this Contract's period of performance.
- G. OPD may, in its sole discretion, withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Contract.
- H. OPD will not make any payments in advance or in anticipation of services to be provided under this Contract.
- I. OPD will not be required to pay any claims for services performed during this Contract's period of performance if invoices are received outside of the 30 day billing period.

#### **DUPLICATION OF BILLED COSTS**

CONTRACTOR shall not bill, and OPD shall not pay, for any service if CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service. If CONTRACTOR receives payment from any other source for services OPD has paid for under this Contract, CONTRACTOR shall reimburse OPD.

#### **DISALLOWED COST**

CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

#### **INSURANCE**

CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the County should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of CONTRACTOR or its subcontractors or agents of either while performing under the terms of this Contract.

CONTRACTOR shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Professional Liability, Errors and Omissions Insurance

CONTRACTOR shall maintain adequate Professional Liability or Errors and Omissions Insurance to cover all program activities by CONTRACTOR and licensed staff employed by or under contract to CONTRACTOR. Said policy shall list Franklin County OPD named as additional insured.

The required insurance must be issued by an insurance company or companies authorized to do business within the state of Washington.

All policies must be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give OPD 30-days advance notice of any insurance cancellation.

CONTRACTOR must submit to OPD a certificate of insurance, which outlines the coverage and limits defined in the insurance section, before OPD signs the Contract. In the event the insurance certificate expires during the Contract period, CONTRACTOR shall provide OPD with an updated certificate of insurance.

A governmental agency contractor covered by a governmental self-insurance program may satisfy the insurance requirement by providing verification of self-insurance.

a. CONTRACTOR shall obtain and maintain, at CONTRACTOR's sole cost and expense, a policy of professional liability insurance in an amount of not less than \$1,000,000.00 per claim nor less than \$1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of CONTRACTOR in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by CONTRACTOR (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) CONTRACTOR shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a. throughout the entire term of this Agreement, throughout any other longer time period during which CONTRACTOR is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after CONTRACTOR has fully completed all services and duties required hereunder.

b. CONTRACTOR shall also obtain and maintain, at CONTRACTOR sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 or direct equivalent insurance industry additional insured endorsement form and including Contractual Liability coverage) in the amount of not less than \$1,000,000.00 per occurrence nor less than \$2,000,000.00 in the aggregate during the policy term. Additionally, if CONTRACTOR is an employer, CONTRACTOR shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than \$1,000,000.00.

(i) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the

event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) CONTRACTOR shall continuously maintain the insurance coverage required by this paragraph 17.b. throughout the entire term of this Agreement and throughout any other longer time period during which CONTRACTOR is obligated to continue performing services and duties hereunder.

c. Contemporaneously with CONTRACTOR's execution of this Agreement, CONTRACTOR shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the County with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

## **ASSURANCES**

All activity pursuant to this Contract will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

## **ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency will be resolved by giving precedence in the following order:

1. Exhibit A – General Terms and Conditions
2. Exhibit B – Statement of Work

## **ENTIRE AGREEMENT**

This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

## **CONFORMANCE**


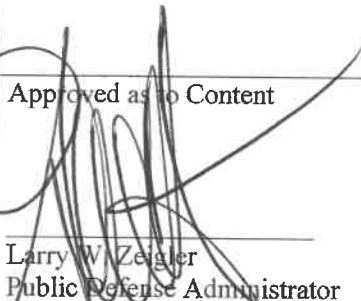
If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **APPROVAL**

This Contract is subject to the written approval of OPD's Director or the Director's authorized representative and will not be binding until so approved. This Contract may be altered, amended or waived only by a written amendment executed by both parties.

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

SIGNATURE PAGE TO FOLLOW

<p>          Peter Lucas-Roberts          WSBA # 55519</p> <p><u>4/3/2022</u>          Date</p>	<p>Chair</p> <p>Chair Pro Tem</p> <p>Member</p>	<p>Date</p>
<p>Approved as to Content</p> <p></p> <p><u>4/5/22</u>          Date</p> <p>Larry W. Ziegler          Public Defense Administrator</p>	<p>Constituting the Board of Commissioners for Franklin County, WA</p>	



**EXHIBIT A  
GENERAL TERMS AND CONDITIONS**

**DEFINITIONS**

As used throughout this Contract, the following terms have the meanings set forth below:

- A. "Client" means an individual receiving services under this Contract.
- B. "CONTRACTOR" means that agency, firm, provider organization, individual, or other entity performing services under this Contract. It includes any subcontractor retained by CONTRACTOR as permitted under the terms of this Contract.
- C. "OPD" means the Franklin County OPD, any division, section, office, unit, or other entity of OPD, or any of the officers or other officials lawfully representing OPD.
- D. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

**ASSIGNMENT**

CONTRACTOR shall not transfer or assign this Contract or any claim arising under this Contract without OPD's prior written consent.

**CHANGE IN STATUS**

In the event of substantive change in the legal status organizational structure or fiscal reporting responsibility of CONTRACTOR, CONTRACTOR shall notify OPD of the change as soon as is practicable, but no later than 30 days after the change.

**CHANGES AND MODIFICATIONS**

Any change or modification to this Contract must be in writing and signed by both parties.

**DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties shall participate in mediation in good faith. The parties shall choose the mediator by mutual agreement. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation must precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract will be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a dispute resolution board or arbitration.

## **GOVERNING LAW**

This Contract will be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder must be in the Superior Court for Franklin County.

## **INDEMNIFICATION**

CONTRACTOR shall defend, protect, and hold harmless the state of Washington, including all elected officials, public agencies, officers, and employees thereof, from and against all claims, suits, and actions, including all costs of defense, arising from any negligent act or omission of CONTRACTOR or any authorized subcontractor or any employee or agent of either in the performance of this Contract.

## **INDEPENDENT CAPACITY**

The parties to this Contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party will not be considered or construed to be employees or agents of the other party for any purpose whatsoever.

As provided in Chapter 236 Laws of 2012, CONTRACTOR and any employees of CONTRACTOR providing services under this Contract are not, as a result of providing services under this Contract, eligible for any public benefits, including membership in any public retirement programs of the State of Washington.

## **INDUSTRIAL INSURANCE COVERAGE**

If required by law, CONTRACTOR shall provide or purchase industrial insurance coverage prior to performing work under this Contract. OPD will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for CONTRACTOR or any authorized subcontractor or employee of CONTRACTOR that might arise under the industrial insurance laws during the performance of duties and services under this Contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this Contract, those payments shall be made by CONTRACTOR; CONTRACTOR shall indemnify OPD and guarantee payment of such amounts.

## **LICENSING AND ACCREDITATION STANDARDS**

CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary in the performance of this Contract.

## **NONDISCRIMINATION**

During the performance of this Contract, CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations, and policies. In the event of CONTRACTOR's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be terminated in whole or in part in accordance with the Termination for Default section below, and OPD may declare CONTRACTOR ineligible for further contracts with OPD.

## **OVERPAYMENTS**

If an audit of CONTRACTOR's or OPD's records determines that fees paid pursuant to this Contract are in excess of those authorized under this Contract, CONTRACTOR shall immediately reimburse OPD for any excess amounts as determined by such audit.

## **PROTECTION OF CONFIDENTIAL INFORMATION**

CONTRACTOR shall implement physical, electronic, and managerial safeguards to prevent unauthorized access to Clients' Personal Information.

## **RECORDS, DOCUMENTS, AND REPORTS**

CONTRACTOR shall maintain all books, records, documents, data, and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. CONTRACTOR shall retain such records for a period of six years following the date of final payment. If any litigation, claim, or audit is started before the expiration of the six year period, CONTRACTOR shall retain all relevant records until all litigation, claims, or audit findings involving the records have been resolved.

## **REGISTRATION WITH DEPARTMENT OF REVENUE**

CONTRACTOR shall complete registration with the Department of Revenue, General Administration Building, Olympia WA 98504, and will be responsible for payment of all taxes due on payments made under this Contract.

## **RIGHT TO MONITOR**

CONTRACTOR shall provide right of access to its facilities to OPD or any of its officers at all reasonable times in order for OPD to monitor and evaluate performance, compliance, and quality assurance under this Contract, not to include inspection of confidential client information. OPD shall perform all inspections and evaluations in such a manner that will not unduly interfere with CONTRACTOR's business or work hereunder.

## **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, OPD may terminate this Contract. OPD shall in good faith provide as much notice as possible of such a termination.

## **SEVERABILITY**

If any provision of this Contract or any provision of any document incorporated by reference is held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract. To this end, the provisions of this Contract are declared to be severable.

## **SUBCONTRACTING**

Neither CONTRACTOR nor any OPD approved subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of OPD. CONTRACTOR's employees are not considered subcontractors.

In no event will the existence of a subcontract operate to release or reduce the liability of CONTRACTOR to OPD for any breach in the performance of CONTRACTOR's duties. Only CONTRACTOR may prepare, write, and file documents with the court and represent Clients in court proceedings, unless OPD grants prior written consent to the substitution of another attorney. If CONTRACTOR violates this provision OPD may, at its option, terminate this Contract in accordance with the Termination for Default section below.

## **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, either party may, by 90 days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. If this Contract is so terminated, OPD will be liable only for payment required under the terms of this Contract for services rendered prior to the effective date of termination. Notice from CONTRACTOR must be provided in writing and shall be either personally delivered or mailed via certified U.S. mail, prepaid to their respective below-stated office addresses; or emailed to their respective below-stated office email addresses:

Larry Zeigler, Public Defense Manager  
Franklin County Office of Public Defense  
1016 N. 4<sup>th</sup> Ave, Pasco, WA 99301  
[OPD@co.franklin.wa.us](mailto:OPD@co.franklin.wa.us)

Juvenile Justice Center Administrator  
Benton-Franklin County Juvenile Justice Center  
5606 W. Canal Place, Suite 106  
Kennewick, WA 99336  
[jicnotices@co.benton.wa.us](mailto:jicnotices@co.benton.wa.us)

## **TERMINATION FOR DEFAULT**

OPD may terminate this Contract for default, in whole or in part, by written notice to CONTRACTOR if OPD has a reasonable basis to believe that CONTRACTOR has:

- failed to meet or maintain any requirement for contracting with OPD;
- failed to render adequate representation to Clients or willfully disregarded the rights and best interests of the Client;
- failed to perform under or otherwise breached any term or condition of this Contract; or
- violated any applicable law or regulation.

If it is later determined that CONTRACTOR was not in default, the termination will be considered a termination for convenience.

## **TERMINATION PROCEDURE**

Upon termination of this Contract, and except as otherwise directed by OPD, CONTRACTOR shall:

1. comply with all directions contained in OPD's notice of termination, including:
  - a. stopping work on any cases where OPD directs the cessation of work;
  - b. completing work on any cases where OPD directs the completion of work; and
  - c. complying with any other requirements for completion of work that OPD specifies.
2. withdraw from representation in compliance with RPC 1.16(d) and CR 71(b) on any case where OPD has directed the cessation of work; and
3. complete all necessary work on any cases where the court does not permit CONTRACTOR to withdraw.

On termination, OPD may withhold from any amounts due CONTRACTOR for completed work or services such sum as OPD determines to be reasonably necessary to protect OPD against potential loss or liability.

The rights of and remedies available to OPD provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or this Contract.

In the event of termination of this Contract, OPD reserves the right to require a bond to assure completion of the work by CONTRACTOR, pursuant to state law.

## **WAIVER OF DEFAULT**

Waiver of any default or breach under this Contract will not be deemed to be a waiver of any subsequent default or breach. Waiver will not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by OPD's Director or the Director's designee.

**EXHIBIT B**  
**STATEMENT OF WORK**

1. **CONTRACTOR DUTIES:** CONTRACTOR shall provide indigent dependency and termination defense under the terms of this agreement. CONTRACTOR agrees to accept at least 1 case at a time PROVIDED THAT said CONTRACTOR may exceed that amount at any time under his discretion.

Upon mutual agreement by OPD and CONTRACTOR, CONTRACTOR may be assigned cases by courts other than the counties specified in this Contract. If CONTRACTOR's caseload is less than 85% of the maximum caseload specified in this CONTRACT, CONTRACTOR shall not unreasonably refuse conflict and overflow appointments from jurisdictions no more than two counties distant from CONTRACTOR's place of business. A permissible reason to refuse a conflict or overflow appointment includes having a calendaring conflict with the proposed county. OPD and CONTRACTOR will negotiate the case weighting, if any, of conflict and overflow appointments in good faith based on the additional time required for the out-of-county case compared to an in-county case. OPD shall make good faith efforts to ensure that conflict and overflow appointments are distributed among contractors and that conflict or overflow appointments are not unduly burdensome, taking into account such factors as CONTRACTOR's present caseload, the number of counties in which CONTRACTOR practices, and the distance CONTRACTOR would need to travel to handle a conflict or overflow case.

Benton Franklin County Juvenile Court and or OPD shall assign to CONTRACTOR provide defense services under this Contract. As provided in Washington State Standard of Indigent Defense (SID) 3.4, said attorney may carry no more than 60 open and active cases.

Pro bono professional activities such as working on committees, task forces, or publications are not precluded by acceptance of a full caseload of 60 cases, unless such activities interfere with high quality representation of Clients.

2. **TRAVEL AUTHORIZATION:** CONTRACTOR will receive reimbursement for travel related to conflict and overflow case assignments.
3. **CASE:** A case is the representation of a parent, legal custodian, or guardian in a dependency, and can involve one or more dependent children. An RCW 13.34 dependency guardianship is not a dependency case unless there has been a motion to vacate or address contested issues under the dependency guardianship. The filing of a termination or RCW 13.36 guardianship constitutes an additional case except that no parent, legal custodian, or guardian can count as more than two cases. A caseload is based on the number of open and active cases being handled by CONTRACTOR at any given time. An open and active case is defined as a case where CONTRACTOR has been appointed to represent a parent, the case has not been dismissed, and CONTRACTOR has had Client contact within the last six months.
4. **CASELOAD:** CONTRACTOR shall accept cases assigned by the juvenile courts specified in Section 1 above, up to the caseload specified in Section 1 above. If CONTRACTOR believes that CONTRACTOR has exceeded the specified caseload, CONTRACTOR should first ensure that CONTRACTOR has closed all appropriate cases in OPD's database and address any cases shown to be inactive in the caseload and time tracking system. Inactive cases will not count as part of CONTRACTOR's caseload. After ensuring that appropriate cases are closed in the database, if CONTRACTOR still believes that CONTRACTOR is over caseload, CONTRACTOR shall notify OPD. OPD will perform a caseload audit to determine whether CONTRACTOR has in fact exceeded the

maximum caseload under this Contract. OPD's determination of CONTRACTOR's caseload will be final. CONTRACTOR shall not refuse to accept new cases unless OPD confirms that CONTRACTOR has reached maximum caseload and should cease accepting new cases.

In accordance with the Washington State Supreme Court Standards for Indigent Defense, CONTRACTOR and OPD assume a reasonably even distribution of cases throughout the year. But due to the emergent nature of dependency and termination filings, OPD and CONTRACTOR recognize that CONTRACTOR may infrequently and temporarily exceed the maximum caseload provided in Section 1 above. After OPD audits CONTRACTOR's caseload and determines that CONTRACTOR has exceeded the maximum caseload, OPD and CONTRACTOR shall negotiate in good faith to resolve the overage as quickly as possible. Potential solutions include allowing CONTRACTOR to cease accepting new cases until CONTRACTOR no longer exceeds maximum caseload, an increase in CONTRACTOR's maximum caseload if CONTRACTOR carries less than a full caseload per attorney performing work under this Contract, extraordinary compensation, or any other mutually agreed upon solution that is consistent with the Supreme Court caseload standards.

5. **CASELOAD REPORTING:** CONTRACTOR shall maintain accurate caseload counts at all times and shall ensure that CONTRACTOR does not exceed the contracted caseload except as set forth in paragraph 3. CONTRACTOR should work with the local assigning authority and other OPD contractors to ensure CONTRACTOR remains within the contracted caseload. CONTRACTOR shall notify OPD if CONTRACTOR believes it may be necessary for OPD to find additional county resources to allow CONTRACTOR to remain at or below the contracted caseload amount. On OPD's request, CONTRACTOR shall provide OPD with a written report detailing CONTRACTOR's current open and active dependency and termination caseload including Client's initials, child's initials, and cause number. CONTRACTOR shall also provide a written report showing the total number and types of other cases (including pro bono cases, retained fee cases, and public defense contract cases) in which CONTRACTOR provided legal services during the preceding 12 months, and the percentage of time spent by CONTRACTOR providing legal services on cases appointed under this Contract.
6. **STANDARDS:** CONTRACTOR shall remain in compliance with the Washington State Rules of Professional Conduct (RPC) and shall provide defense services in accordance with the American Bar Association Standards of Practice for Attorneys Representing Parents in Abuse and Neglect Cases and the Family Justice Initiative Attributes of High-Quality Legal Representation for Children and Parents in Child Welfare Proceedings.
7. **ANTI-RACIST REPRESENTATION:** CONTRACTOR shall not, while representing Clients, engage in conduct evincing racial bias or prejudice. CONTRACTOR should, in consultation with the Client, endeavor to investigate and raise issues relating to racial inequities and systemic biases that are prejudicial to Clients during CONTRACTOR's cases.
8. **TRAINING:** CONTRACTOR shall ensure that each attorney performing work under this Contract on an ongoing basis attends at least seven hours of Washington-certified Continuing Legal Education (CLE) credit in child welfare law, and at least one hour of Washington-certified CLE credit in diversity and anti-bias with respect to the practice of law or the legal system. CONTRACTOR shall provide OPD with certification of CLE training upon request.
9. **CONTINUITY OF REPRESENTATION:** If CONTRACTOR has more than one attorney providing legal representation under the terms of this Contract, CONTRACTOR shall continue the initial attorney assigned to a Client throughout all cases assigned in this Contract absent good cause.

10. **SOCIAL WORKER AND EXPERT SERVICES:** CONTRACTOR shall, in appropriate cases as determined by CONTRACTOR, utilize the services of social workers provided by OPD. Additionally, CONTRACTOR shall utilize additional defense expert services on behalf of the Client in appropriate cases as determined by CONTRACTOR. For approval and payment of expert services, CONTRACTOR shall follow the OPD Parents Representation Program Preauthorization Expert Services Policy, available at <http://opd.wa.gov/index.php/program/parents-representation/9-pr/166>, and hereby incorporated by reference.
11. **CLIENT CONTACT:** As required by RPCs 1.3, 1.4, and 2.1, CONTRACTOR shall establish and maintain Client contact, keep the Client informed of the progress of the case, and effectively provide legal advice to the Client throughout the representation.
12. **CLIENT COMMUNICATION:** As required by SID 5.2(B), CONTRACTOR shall maintain adequate facilities in Walla Walla County suitable for confidential meetings with clients, and shall maintain an address for receiving mail. In order to comply with SID 2.5(b)(2) and RPCs 1.3, 1.4, and 1.6, CONTRACTOR may use staff, technology, or both to maintain sufficient contact with Clients and to be sufficiently accessible to Clients to meet the specific needs of each case and to deliver high quality parent representation. Contractor shall communicate with incarcerated clients in a manner that establishes a high quality attorney-client relationship, as required by RPCs 1.3, 1.4, and 1.6. CONTRACTOR would be required to maintain his office standards in Walla Walla County PROVIDED THAT; CONTRACTOR can with prior notice arrange for conferences with appointed clients at the designated conference room at the Franklin County Courthouse and Juvenile Justice Center.
13. **REVIEWS:** CONTRACTOR shall participate in evaluation, Contract review, and case review processes as required by OPD.
14. **CLIENT OR THIRD PARTY COMPLAINTS:** CONTRACTOR shall establish a procedure for responding to complaints regarding the performance of any attorneys under this Contract. If, after utilizing CONTRACTOR's complaint procedure, the Client states he or she continues to have a complaint, CONTRACTOR shall provide the Client with OPD's contact information so the Client can pursue the complaint.
15. **BAR COMPLAINTS:** CONTRACTOR shall immediately notify OPD in writing when it becomes aware that a bar complaint has been lodged with the Washington State Bar Association against CONTRACTOR or any member of CONTRACTOR's firm. After receiving a copy of any such bar complaint, CONTRACTOR shall provide a copy to OPD. It is OPD's policy to keep bar complaints confidential and not to disclose them under the GR 31.1(l)(4) exception for evaluation materials.
16. **PERIODIC UNAVAILABILITY OF CONTRACTOR:** It is anticipated that there will be times that CONTRACTOR is unavailable for court or to serve Clients in compliance with this Contract due to illness, family emergencies, periodic vacations, or other similar reasons. CONTRACTOR shall provide coverage for times when CONTRACTOR is unavailable for court or other times when unavailability infringes upon CONTRACTOR's ability to provide services as specified in this Contract. CONTRACTOR is advised to carry short term disability insurance for any extended unavailability due to illness, injury, or similar.
17. **TIME RECORDS:** CONTRACTOR shall accurately maintain and document individual case time records on case management software provided by OPD's electronic reporting system, and shall submit monthly case reports generated by the software program when invoicing OPD for monthly payment. CONTRACTOR shall report caseload and hours no more than 60 days after the reporting period.