

<p>PIMA COUNTY DEPARTMENT OF OFFICE OF COURT APPOINTED COUNSEL</p> <p>PROJECT: JUVENILE ATTORNEY PANEL</p> <p>CONTRACTOR: [awardee legal name & address]</p> <p>AMOUNT: \$100,000.00</p> <p>FUNDING: General Funds</p>	<p>(STAMP HERE)</p>
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PROFESSIONAL SERVICES CONTRACT

THIS contract (AContract@) entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY and (...xxxxx)hereinafter called ATTORNEY.

W I T N E S S E T H

WHEREAS, COUNTY requires the services of an attorney qualified to provide counsel for representation of indigent individuals in Pima County Juvenile Court (ACourt@) cases, including delinquency and delinquency transfers, dependencies and termination of parental rights, as well as, on occasion, provide such services for indigents in appeals, mental health matters, guardian ad litem representation, extradition charges, probation violation, material witness representation and any other legal matter which requires the appointment of counsel; and;

WHEREAS, ATTORNEY is an attorney duly licensed to practice law in the State of Arizona and is qualified and willing to provide such services; and

WHEREAS, both parties recognize and acknowledge that the Court, through its Presiding Judge or designee, has both the initial and continuing appointment authority over ATTORNEY=S provision of services under this Contract; and

WHEREAS, pursuant to RFQ# 85034 issued pursuant to Pima County Procurement Code Section 11.12.030 ATTORNEY has certified that he/she satisfies all the requirements defined by the solicitation and is qualified to provide professional legal services under this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL

This Contract shall commence on the 1st day of July, 2005 and shall terminate on the 30th day of June, 2006, unless sooner terminated or further extended pursuant to the provisions of this Contract. COUNTY shall have the option to extend this Contract for up to four one year period(s) or any portion thereof. Any modification or extension shall be by formal written amendment executed by the parties hereto.

ARTICLE II – SCOPE

This Contract establishes the agreement under which the CONTRACTOR will provide COUNTY with products and services in accordance with the attached Exhibit A: Scope of Services (2 pages).

CONTRACTOR shall provide COUNTY the goods and services as defined in this Contract. All goods and services shall comply with the requirements and specifications as called for in this Contract and solicitation documents contained or referenced in Pima County Solicitation No. 85034; these documents are incorporated into the Contract the same as if set forth in full herein.

ARTICLE III - ASSIGNMENT/WITHDRAWAL/SUBSTITUTE REPRESENTATION

- A. Assignment of Cases. Appointments and substitution of counsel will be made by the Court. ATTORNEY shall accept all assignments made by the Court unless either a genuine conflict of interest prevents ATTORNEY from ethically representing a Client or unless acceptance by ATTORNEY would be likely to breach professional mandates required by the Arizona Rules of Professional Conduct. Immediately upon assignment, ATTORNEY shall make every effort to determine whether there is a genuine conflict or other reason justifying refusal of the appointment, and if so, shall promptly notify the Court and OCAC as provided in this Article.
- A. Deferring Assignments Temporarily. ATTORNEY may defer acceptance of assignments for any period of time up to six months without terminating this Contract by notifying OCAC and the Court and shall notify the Court if ATTORNEY is unavailable or cannot be readily contacted because of vacation or illness or for any other reason.
- C. Discontinuance of Appointments/Termination of Representation by Court. Both parties recognize and acknowledge that the Court has discretion to appoint or not appoint ATTORNEY to any case, with or without cause, and may terminate ATTORNEY=s representation in pending cases for good cause.
- D. Withdrawal from Cases. If ATTORNEY seeks to withdraw from a case, ATTORNEY must file a written motion to withdraw with the Court and submit a copy of same to OCAC. ATTORNEY must attach to the motion an affidavit that provides the following information:
1. The date ATTORNEY was appointed to the case, what year the case is in, and, if applicable, the date on which ATTORNEY=S appointment was extended;
 2. The amount and date of the last payment received from Pima County for the case and the time period said payment was to cover; and
 3. A detailed description indicating the type of legal services provided, the dates the services were provided, and the time spent in providing each service.

Unless otherwise ordered by the Court, ATTORNEY will be compensated for reasonable and necessary time spent at the rate of \$40 an hour, not to exceed the applicable base fee or other amount previously set by the Court. If the Court grants the motion to withdraw, the order shall address what amount, if any, ATTORNEY shall refund to Pima County, and what amount Pima County shall pay to the attorney who substitutes in. Unless the order states otherwise, ATTORNEY shall refund the determined amount to OCAC by check made payable to the Pima County Treasurer within ten (10) days of the date of the order. The order of the Juvenile Court may be enforced as any other judgment of the Superior Court.

- E. Substitute Representation. In the case of scheduling conflicts, vacations or other short term unavailability of ATTORNEY, ATTORNEY may arrange for substitute representation by a competent, duly licensed attorney, approved by the Court, at no additional cost to the COUNTY.

ARTICLE IV - REDETERMINATION OF INDIGENCE

Should ATTORNEY become aware of assets, income, or change in circumstances of a Client such that a question exists as to the Client's continued eligibility to receive counsel at the public's expense, ATTORNEY shall promptly bring the instance of non-indigence to the attention of the Court. This section shall not, however, require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct. The inquiry and decision as to the Client's eligibility will be the responsibility of the assigned judge or the Presiding Judge.

ARTICLE V - COMPENSATION

In consideration for the goods and services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in an amount not to exceed one hundred thousand dollars (\$100,000.00). Pricing for work or products/materials will be as set forth in Exhibit B: Compensation Schedule (four pages).

CONTRACTOR shall provide detailed documentation in support of requested payment. Payment requests shall assign all costs to items identified by Exhibit B.

CONTRACTOR shall not provide goods and services in excess of Contract Compensation Amount without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Contract Compensation Amount without prior authorization by a fully executed amendment shall be at CONTRACTOR'S own risk.

For the period of record retention required under Article XXI, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE VI - PRIVATE COMPENSATION

ATTORNEY shall neither charge nor accept any fee or other compensation for services rendered pursuant to this Contract except as provided for herein. Attorney may not represent the Client for a fee on an appointed case, except as provided for herein, without prior written approval of the Court. ATTORNEY must then notify OCAC of any change in status. UNDER NO CIRCUMSTANCES MAY ATTORNEY SOLICIT SUCH OUTSIDE COMPENSATION.

ARTICLE VII. METHOD OF PAYMENT

A. () Option A

1. On the 10th day of each month during the contract period (**except July, when payment will be made as soon as practicable after the 10th day of the month**), Pima County will pay ATTORNEY the sum of \$__. If the 10th day of the month falls on a weekend or holiday, ATTORNEY will be paid on the last workday preceding the weekend or holiday.
2. Beginning on August 1st of the contract period, ATTORNEY must submit to OCAC all applicable pay orders, orders of appointment, orders extending appointment, itemized statements, or any other evidence that ATTORNEY is entitled to payment (hereinafter collectively referred to as "payment documents") that were generated in the preceding month. These payment documents must be submitted with a cover sheet in the format contained in Exhibit "C" attached hereto. **The completed package (payment documents plus cover sheet) must be received by OCAC by the 8th day of the month.** If the 8th day of the month falls on a weekend or holiday, the completed package must be delivered to OCAC by the last workday preceding the weekend or holiday. **The completed package may not be delivered to OCAC by facsimile. If OCAC does not receive the completed package by the 8th day of the month, OCAC may instruct Finance to cancel or adjust the automatic monthly payments until further notice.**
3. OCAC will reconcile the amounts paid and the amounts due as supported by the payment documents on the 15th day of September, November, February, April and July (the "reconciliation dates"). If ATTORNEY is owed money, OCAC will forward a pay claim to Finance in the appropriate amount as soon as practicable after the reconciliation date. If ATTORNEY has been paid more money than is supported by the payment documents, OCAC may instruct Finance to cancel or adjust the automatic monthly payments until further notice.
4. A cancellation of or adjustment to the automatic monthly payment shall be implemented by Finance upon receipt of a memorandum from the Administrative Attorney of OCAC. The Presiding Juvenile Judge and the attorney affected by the cancellation/adjustment will be copied on the memorandum from OCAC to Finance.

B. () Option B

1. ATTORNEY will receive the applicable base fee upon the submission of appropriate documentation of appointment to OCAC.
2. ATTORNEY will receive additional, continued and miscellaneous compensation upon submission of a

Payment Request (a copy of which is attached hereto as Exhibit "D") and the relevant supporting documentation to OCAC.

3. **The aforementioned documents may not be delivered to OCAC by facsimile.**

C. Procedure. All bills for ATTORNEY'S services and reimbursement under this Contract, including bills submitted for services rendered by expert witnesses, investigators and any other approved vendors must be submitted on a Payment Request form with appropriate documentation to OCAC and must be in accordance with this Contract and/or the Pima County Guidelines for Payment established by OCAC. OCAC will be responsible for reviewing and verifying all bills and back-up documentation, and may consult with the Court and request from ATTORNEY additional back-up documentation or explanation. Backup documentation submitted by ATTORNEY and other approved vendors will remain confidential and will not be disbursed to the COUNTY Finance Department or any other COUNTY Department. **THERE WILL BE NO REIMBURSEMENT FOR UNNECESSARY OR EXCESSIVE FEES AND COSTS.**

D. Timely Submission of Pay Claims. **ALL PAYMENT REQUESTS SHOULD BE SUBMITTED TO OCAC NO LATER THAN 30 DAYS AFTER TERMINATION OF THE CASE.** Per ARS '11-622, ATTORNEY understands and agrees that ATTORNEY has no right to payment and the COUNTY will not honor any claim for payment submitted six months after the date of the provision of the last service for which payment is sought.

ARTICLE VIII - AUDIT AND AUDIT DISALLOWANCES

If OCAC determines that a cost for which payment has been made is a disallowed cost, OCAC shall notify ATTORNEY in writing of the disallowance and of the required course of action, which, at OCAC's option, may be to adjust any future claim submitted by ATTORNEY by the amount of the disallowance or to require ATTORNEY to pay the disallowed amount immediately to COUNTY.

ARTICLE IX - INSURANCE

A. Types of Required Insurance. ATTORNEY shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

1. Professional liability insurance in the amount of \$100,000.00 per claim, \$300,000.00 in the aggregate; and,
2. If required by law, workers= compensation coverage including employees= liability coverage.

B. Current Certificates. ATTORNEY shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice of cancellation, non-renewal or material change.

ARTICLE X - INDEMNIFICATION

ATTORNEY shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the ATTORNEY, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

ARTICLE XI - COMPLIANCE WITH LAWS

ATTORNEY shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE XII - INDEPENDENT CONTRACTOR

The status of the ATTORNEY shall be that of an independent contractor. Neither ATTORNEY, nor ATTORNEY=S officers, agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. ATTORNEY shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of ATTORNEY=S failure to pay such taxes.

ARTICLE XIII - SUBCONTRACTOR

ATTORNEY shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the ATTORNEY is responsible for the acts and omissions of persons directly employed by ATTORNEY. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE XIV - ASSIGNMENT

ATTORNEY shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE XV - NON-DISCRIMINATION

ATTORNEY shall not discriminate against any COUNTY employee, Client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out ATTORNEY=s duties pursuant to this Contract. ATTORNEY shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Contract by reference as if set forth in full herein.

ARTICLE XVI - AMERICANS WITH DISABILITIES ACT

ATTORNEY shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XVII - AUTHORITY TO CONTRACT

ATTORNEY warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to ATTORNEY or any third party by reason of such determination or by reason of this Contract.

ARTICLE XVIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIX - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS ' 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XX - TERMINATION

- A. Without cause. COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon ATTORNEY 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to ATTORNEY shall be payment for services rendered prior to the date of termination.
- B. Default. This Contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the ATTORNEY is found by COUNTY to be in default of any provision of this Contract.
- C. Non-appropriation. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to ATTORNEY, other than to pay for services rendered prior to termination.

ARTICLE XXI - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

COUNTY:
Philip J. Maloney, Jr.
Office of Court Appointed Counsel
130 W. Congress, 2nd Floor
Tucson, Arizona 85701

ATTORNEY:

ARTICLE XXII - NON-EXCLUSIVE CONTRACT

ATTORNEY understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE XXIII - OTHER DOCUMENTS

ATTORNEY and COUNTY in entering into this Contract have relied upon information provided by ATTORNEY in the application and review process approved by the County Administrator under Procurement Code 11.12.030(B). These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract.

ARTICLE XXIV - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XXV - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XXVI - BOOKS AND RECORDS

- A. ATTORNEY SHALL keep and maintain proper and complete books, records and accounts and complete files, including final disposition records and itemized time sheets for each case assigned under the contract. All records shall be made available to COUNTY for inspection, audit and copying upon request. ATTORNEY shall keep and preserve each file and all records pertaining thereto on cases referred under this contract, for a period prescribed by the Arizona State Bar Association, or applicable statute or rule. This section shall not require the disclosure of any privileged information which is considered a confidential communication under Court Rules or the Arizona Rules of Professional Conduct.
- B. In addition, ATTORNEY shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XXVII – SUSPENSION OR DEBARMENT

ATTORNEY represents that it, its principals, and its key employees (collectively for purposes of this article, "Principals") have never been convicted of an offense or found liable for an event constituting cause for suspension or debarment under Pima County Code § 11.28-040. ATTORNEY shall inform County if any Principal is or becomes subject to any of the following:

- 1. a criminal charge, whether due to indictment or complaint,
- 2. a criminal conviction,
- 3. an investigation by an agency or organization through which the professional license of a Principal is maintained, which investigation may result in action against the Principal's professional license, or
- 4. suspension, debarment, or any type of action by another governmental entity disqualifying or prohibiting the Principal from participating in any procurement.

ATTORNEY'S failure to truthfully and promptly fulfill this continuing duty of disclosure to County shall constitute cause for termination of this Contract and may result in ATTORNEY'S and its Principals' suspension or debarment from receiving any contract award from County as provided in Pima County code Chapters 11.28 and 11.32. For purposes of this section, dismissal of any criminal charge following the completion of any type of deferred prosecution program constitutes a conviction on the underlying charge.

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ARTICLE XXVIII - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

PIMA COUNTY

ATTORNEY

Procurement Director
Date: _____

Signature
Date: _____

APPROVED AS TO FORM

Deputy County Attorney
Date: _____

Exhibit A: Scope of Services (Page 1 of 2)

- A. Assignment. ATTORNEY shall provide legal assistance and representation to eligible persons appointed by the Court (AClient@ or AClients@). Assignments will normally be limited to representation of minors and /or parents in delinquency and transfer cases, and /or dependency and termination of parental rights cases, but may, from time to time, as required by the Court, include such matters as appeals, mental health matters, guardian ad litem representation, extraditions, probation violations, termination of probation, material witness representation or such other matters which legally require the appointment of counsel. This Contract is for Pima County Juvenile Court matters only.
- B. Initial Contact. In delinquency and transfer cases, ATTORNEY shall make personal contact with an in-custody Client within 48 hours of notice of appointment.
- C. Completion of Representation. Representation shall be from the date of appointment and continue throughout all Court hearings and proceedings, including final disposition and the processing of notice of appeal, if necessary, subject only to termination, withdrawal or substitution as permitted by the Court, any pertinent rules of the Arizona Supreme Court, including but not limited to the Rules of Practice for Juvenile Court and the Arizona Rules of Professional Conduct, and as provided for in this Contract. ATTORNEY is responsible for all Court proceedings and is required to provide effective representation to the Client. Such representation shall include, but not necessarily be limited to: (1) personal consultation with the Client until the case is terminated, (2) interviewing all witnesses the attorney deems necessary to effectively represent the Client, and (3) the use of reasonable diligence in notifying the Client of necessary Court appearances, as well as any Court action resulting from Client's non-appearance. Once appointed, ATTORNEY=S duty to represent a Client shall survive the expiration date of this Contract.
- D. Contract Administration. This Contract shall be administered by the Office of Court Appointed Counsel (AOCAC@). ATTORNEY shall:
1. maintain a confidential e-mail address so that the Court and OCAC can send and receive e-mail attachments; and
 2. check daily for messages from OCAC sent via e-mail, voice mail and fax.
- E. Service After Completion of Representation. ATTORNEY is not entitled to reimbursement for work performed after completion of representation, as described in this Section, unless such work is expressly authorized by the Court.
- F. Interpreters. Qualified interpreters for non-English speaking and hearing impaired Clients for all court proceedings will be provided by the Court through the Office of the Court Interpreter at Juvenile Court. Those services will be limited to: (a) oral translations during court proceedings; (b) oral translations between attorney=s and their clients and client=s families for meetings which take place in the courthouse just prior to or after court hearings; and (c) translations of court pleadings (i.e., documents that are filed in the court=s legal files). No other interpreters= services will be provided by the Court. ATTORNEY must contact the Interpreters= Office at 740-2901 at least seven (7) business days in advance of a hearing date to schedule the services of interpreters needed for court translations other than Spanish, and three business days (3) for the services of the Court=s Spanish interpreters.
- G. Case Assignment Discretion. No maximum or minimum number of case assignments is anticipated by this Contract. Appointments shall be made at the sole discretion of the Court.
- H. Mandatory Continuing Legal Education. ATTORNEY shall comply with all mandatory continuing legal education requirements of the State Bar of Arizona. As a condition of this Contract, ATTORNEY is required to attend specific educational programs as directed by the Presiding Juvenile Judge. Once ATTORNEY is notified of an educational session required under this Contract, ATTORNEY must appear at that session unless excused from doing so, in writing, by the Presiding Juvenile Judge.

- I. Professional Services Pursuant to This Contract. ATTORNEY shall comply with the Arizona Rules of Professional Conduct, state and local court rules, including the Court standards for ethical representation at Court, any applicable written administrative and procedural policies and procedures established by the Court or OCAC, and any statewide or local standards promulgated by the Arizona Supreme Court or the Presiding Juvenile Judge. ATTORNEY must adhere to the standards for representation set forth in the National Council of Juvenile and Family Court Judges [Resource Guidelines](#), the American Bar Association Standards of Practice for Lawyers Who Represent Children in Abuse and Neglect Cases, and the Arizona Statewide Standards and Training Guidelines for Attorneys in Dependency Cases, all of which are incorporated into this contract by this reference.

End of Exhibit A: Scope of Services

Exhibit B: COMPENSATION SCHEDULE (Page 1 of 4)

In consideration of the professional services provided pursuant to this Contract, and subject to the availability and authorization of funds, COUNTY shall pay ATTORNEY, but only for properly authorized work performed during ATTORNEY=S appointment, as follows:

A. Dependencies.

1. Base Fee - For each dependency case, ATTORNEY will be paid a base fee of \$1000 for representation for the first year of the case. **ATTORNEY will not be entitled to an additional base fee if a subsequent petition is filed in the same case during the first year unless, after a showing of extraordinary circumstances, payment of an additional base fee is approved by the Presiding Juvenile Judge or assigned judge.** The base fee includes, but is not necessarily limited to, the following attorney services: all initial hearings, including a temporary custody hearing, pre-hearing conference, preliminary protective hearing, all status and review hearings, the permanency planning hearing, mediation, permanent guardianship proceedings, all pre-trial motions and hearings, all trial preparation, trial, and filing of a notice of appeal, if necessary. This includes all work necessary to provide competent legal assistance to the Client, including all trial preparation, Client contact, caseworker contact, witness interviews, hearings and preparation of all other aspects of the case. The parties contemplate that the above services will be performed during the first year of representation and it is agreed that, should such proceedings extend beyond the first year, the base fee will cover fees and costs of these services (hereinafter "first year services"), even if performed after the first year. Contested matters post-permanency are not considered first year services.
2. Additional Compensation - Attorney will be paid additional compensation as follows:
 - a) \$50 an hour for all reasonable and necessary time spent in excess of twenty five (25) hours in performing all of the aforementioned first year services. OCAC may confer with the Presiding Juvenile Judge or the assigned judge regarding the reasonableness of the time for which ATTORNEY seeks additional compensation.
 - b) If ATTORNEY represents a Client in a dependency proceeding, ATTORNEY must attend the Initial Severance Hearing (AISH hearing@) and/or the initial hearing on a Motion to Terminate Parental Rights (ATPR hearing@), which term includes all continued ISH/TPR hearings. ATTORNEY will be paid \$50 for attending the hearing. If the ISH/TPR hearing takes more than two (2) hours of court time, ATTORNEY will be paid for court time in excess of two (2) hours at \$50 an hour. If the matter is set for additional hearings (e.g., pretrial conference, status conference, termination adjudication hearing), ATTORNEY will be paid the \$1,000 Termination of Parental Rights base fee, less any amount paid for attending the ISH/TPR hearing.
3. Compensation for Continued Representation - ATTORNEY will be paid the sum of \$240 for each year of representation in a dependency case after the first year of the case. In cases involving a supplemental petition, the original petition date will control for purposes of compensation for continued representation (unless ATTORNEY represents a new father, in which case the supplemental petition date will control).

With the exception of permanent guardianship proceedings, first year services performed after the first year of the case may not be applied to the six (6) hours included in the \$240 base fee. Any time spent on first year services will be applied to the twenty five (25) hours covered by the \$1,000 first year base fee; however, services related to permanent guardianship proceedings brought more than one year after the dependency petition is filed, or any post permanency contested matters, will be applied toward the six (6) hours included in the \$240 continued representation fee. ATTORNEY will be paid \$50 an hour for all reasonable and necessary time spent in excess of six (6) hours performing reasonable and necessary legal services during any applicable one (1) year time period after the first year of the case. In order to receive the \$240 base fee for continued representation, ATTORNEY must:

Exhibit B: COMPENSATION SCHEDULE (Page 2 of 4)

- a) submit to OCAC a copy of the order extending appointment if ATTORNEY represents a Client other than a minor/child; or
- b) certify to OCAC that the case is still active and provide OCAC with the following information: the case number, the name(s) of the minor(s)/children ATTORNEY represents, and what year of the dependency the case is in.

B. Termination of Parental Rights.

1. Base Fee - For each Termination of Parental Rights case, ATTORNEY will be paid a base fee of \$1,000. The base fee includes, but is not necessarily limited to, the following attorney services: all initial hearings, all status hearings, all pre-trial motions and hearings, all trial preparation, bench or jury trial, and filing of a notice of appeal, if necessary. This includes all work necessary to provide competent legal assistance to the Client, including all trial preparation, Client contact, caseworker contact, witness interviews, hearings, and preparation of all other aspects of the case.
2. Additional Compensation - ATTORNEY will be paid \$50 an hour for all reasonable and necessary time spent in excess of twenty five (25) hours. OCAC may confer with the Presiding Juvenile Judge or the assigned judge regarding the reasonableness of the time for which ATTORNEY seeks additional compensation.

C. Delinquencies.

1. Base Fee - For each delinquency case assignment, ATTORNEY will be paid a base fee of \$400. The base fee includes, but is not necessarily limited to, the following attorney services: all Court hearings and proceedings, trial, disposition, and filing of a notice of appeal, if necessary. This includes all work necessary for competent legal assistance to the Client, including all trial preparation, filing of motions, Client contact, witness interviews and all preparation for hearings.
2. Transfers - For each adult court transfer case assignment, ATTORNEY will be paid a base fee of \$500. The base fee includes, but is not necessarily limited to, the following attorney services: appearance at all court hearings and proceedings, including the probable cause and the public safety determination hearings, and the performance of all work necessary for competent legal assistance to the client, including Client contact, necessary witness interviews and all preparation for hearings. **Should the transfer be denied**, ATTORNEY will be paid an additional \$400 and will be responsible for completing the delinquency process, including plea or trial, through disposition and, if necessary, filing of a Notice of Appeal.

Delinquency and transfer matters where a single Client has, either under the same or different case number, several counts or charges pending at any one time shall constitute one (1) case assignment regardless of the number of counts or charges and regardless of the number of case numbers or petitions, unless they are actually tried as separate cases.

3. Additional compensation - ATTORNEY will be paid additional compensation as follows:
 - a) If the reasonable and necessary time spent to represent a Client in a delinquency or transfer case exceeds ten (10) or twelve (12) hours, respectively, ATTORNEY will be paid \$50 an hour for the additional time. OCAC may confer with the Presiding Juvenile Judge or the assigned judge regarding the reasonableness of the time for which ATTORNEY seeks additional compensation.
 - b) If ATTORNEY'S presence is necessary at a probation review hearing ("PRH"), which term includes all continued probation review hearings, ATTORNEY will be paid \$50 for attending the PRH. If the PRH takes more than two (2) hours of court time, ATTORNEY will be paid for court time in excess of two (2) hours at \$50 an hour.

D. Juvenile Appeals and Special Actions.

If ATTORNEY represents a client in an appeal or special action in a dependency or termination of parental rights case, ATTORNEY will be compensated for reasonable and necessary time spent at the rate of \$50 an hour not to exceed \$2,000 **without the prior approval of OCAC or order of the Court.**

If ATTORNEY represents a client in an appeal or special action in a delinquency case, ATTORNEY will be compensated for reasonable and necessary time spent at the rate of \$50 an hour not to exceed \$500 **without the prior approval of OCAC or order of the Court.**

E. Miscellaneous Assignments.

1. As stated in the Recitals and this Article, this Contract contemplates assignment of dependency, termination of parental rights and delinquency cases, but may from time to time require representation in such matters as mental health matters, guardian ad litem representation, in-home interventions, material witness representation, probation violations, extradition proceedings, contempt proceedings and other matters which legally require the appointment of counsel. If appointed to such a matter, ATTORNEY will be compensated for reasonable and necessary time spent at the rate of \$50 an hour not to exceed \$500 **without the prior approval of OCAC or order of the Court.**

2. In the event a domestic relations or special paternity action is consolidated with a Juvenile dependency case and ATTORNEY is required in the consolidated case to provide services in connection with resolution of custody, visitation or child support issues, ATTORNEY will be compensated for reasonable and necessary time spent in connection with providing services in connection with custody, visitation or child support issues at the rate of \$50 an hour not to exceed \$500 **without the prior approval of OCAC or order of the Court.**

F. Extraordinary Case Compensation. If a case is truly extraordinary because of its complex or protracted nature, ATTORNEY may file a petition with the Presiding Juvenile Judge requesting that the case be designated as extraordinary for compensation purposes. A copy of the petition must be submitted to OCAC. If the Court grants the petition, the terms of ATTORNEY=S compensation will be specified in the Court order.

G. Spanish Speaking Only. For representation of a Spanish speaking Client who does not speak English, the flat rate shall be increased by \$100.00. This provision does not apply where ATTORNEY is compensated on an hourly basis.

H. Change in Rates of Compensation. The rates of compensation established in this Article are subject to the provisions of ARS § 8-222 and may be changed by the Board of Supervisors. Any change to the total payment amount of this Contract is subject to the approval of the Board of Supervisors or its designee.

I. Ancillary Services Compensation. All ancillary expenses shall be in accordance with the Pima County Guidelines for Payment located at www.pima.gov/OCAC/. All sub-contractors shall submit billing through the ATTORNEY. ATTORNEY shall review any billing, certify to its reasonableness and that all costs were expended in the defense of the assigned case and forward the billing with ATTORNEY=S certification to OCAC for payment.

J. OCAC Authorized Case-Specific Compensation. For reimbursement of any case-specific costs, including, but not limited to, travel beyond a fifty mile radius of the Pima County Juvenile Court, use of an expert, rush rate for transcriptions or trial clothing for a client, ATTORNEY must make a specific request to OCAC before incurring the expense. In the event OCAC denies the request, ATTORNEY may apply to the Court for authorization. ATTORNEY must submit a copy of OCAC approval or the Court order along with a copy of the OCAC denial with the billing.

Exhibit B: COMPENSATION SCHEDULE (Page 4 of 4)

- K. Failure to Obtain Prior Approval. Failure to obtain prior approval for certain expenditures as set forth in this Article shall constitute a waiver of ATTORNEY'S right to additional compensation. However, the parties acknowledge the right of OCAC or the Court to allow additional compensation to prevent manifest injustice.
- L. Filing a Payment Request. Upon filing a Payment Request, ATTORNEY shall include a copy of:
1. any OCAC approval authorizing compensation under this section; and
 2. any Court authorization along with a copy of the OCAC denial; plus
 2. an itemization of the specific services provided together with the time spent on each particular service.

End of Exhibit B: COMPENSATION SCHEDULE

Exhibit C – Cover Sheet for Payment Documents

MONTHLY JUVENILE COURT OPTION ~~A~~A@ CONTRACT ATTORNEY BILL TO OCAC

ATTORNEY: EGBERT TINGLEY

PAN: 12345

TIME PERIOD: July 1 - July 31, 2005

BEGINNING BALANCE: -0-

NEW BILLINGS:

DEPENDENCIES (INITIAL APPOINTMENTS), ORDERS ATTACHED:

Case #	Client	Date Apptd.	Amt Due
JC#	Jones, Jane (Mother)	7/04/05	\$1,000
JC#	Smith, James (Father)	7/12/05	\$1,000
JC#	Bones, Bill (Minor)	7/24/05	\$1,000

DEPENDENCIES (2ND YEAR & BEYOND), NECESSARY ORDERS ATTACHED*

JC#	Lance, Lee (Minor)	7/10/05	\$240
JC#	*Hamm, Edna (Mother)	7/18/05	\$240

Subtotal Dependencies: \$3,480

TERMINATION OF PARENTAL RIGHTS, ORDERS ATTACHED:

JC#	McKernan, Rod (Minor)	7/28/05	\$1,000
JC#	Heard, John (Father)	7/30/05	\$1,000

Subtotal Termination of Parental Rights: \$2,000

DELINQUENCIES, ORDERS ATTACHED

JC#	Hilley, Mark	7/02/05	\$400
JC#	**Joe, Jo (GAL)	7/13/05	\$110

Subtotal Delinquencies \$510

TOTAL MONTHLY BILLINGS: \$5,990

AMOUNT/DATE PAID: 7/18/05 (\$5,000)

ENDING BALANCE: \$990

** Itemized statement attached

End Exhibit C – Cover Sheet for Payment Documents

**Exhibit D
Attorney Payment Request
JUVENILE CONTRACT**

Case Number: _____

Judge: _____

Defendant/Client(s): _____

Date of Appointment: _____

Previous Attorney (if Applicable) _____

Provide full name of minors and D.O.B

Name: _____

Attorney Guardian ad litem

Address: _____

For:

Mother Father Minor(s)

City: _____ State _____ Zip: _____

Other _____

Phone _____ Fax _____

Pima Attorney No: _____

TYPE OF CASE

- Delinquency Dependency Continued Representation covering _____ year of case (e.g. 2nd, 3rd)
 Transfer Severance Severance Trial Mental Health In-Home Intervention
 Other _____

DELINQUENCY

_____ Base Fee of \$400
 _____ Hours. in excess of 10 @ \$50/hr
 _____ \$50 for Probation Review Hrg. (PRH)
 _____ Hours of court time in excess of 2 for a PRH

DEPENDENCY / SEVERANCE

_____ Base Fee of \$1000
 _____ Hours in excess of 25 @ \$50/hr.
 _____ \$50 for Initial Sev Hrg. (ISH) In-home Intervention (IHI)
 _____ \$50 for hearing on Motion to Terminate Parent/Child Relationship ("TPCR")

TRANSFER

_____ Base Fee of \$500
 _____ Hours in excess of 12 @ \$50/hr.

_____ Hrs. of court time in excess of 2 hrs for an ISH, TPCR or HI Hrg @ \$50/hr.

CONTINUED COMPENSATION (attach affidavit of all hours and court order if applicable):

_____ Annual base fee of \$240 _____ Hrs. of non first year services in excess of 6 hrs. @ \$50/hr.

OTHER REP (specify): _____ hrs. @ \$50/hr. (not to exceed \$500/\$2000 w/out court order or prior approval) = \$ _____

Of OCAC. Attach affidavit of all hours and order/approval if applicable)

Spanish Speaking only @ \$100

EXPENSES (Attach approval and notarized affidavit for all expenses that do not have a receipt.)

TOTAL FEES \$ _____

TOTAL EXPENSES \$ _____

TOTAL FEES AND COSTS: \$ _____

The statements in the above schedule are true. No compensation for the services described has been received. An accurate itemization of the time and expenses is attached.

Attorney signature

Date

For OCAC use only (Revised 02/08/05)

Approved: _____ Date: _____