

SERIAL <<10107>>-ROQ CONTRACT INDIGENT REPRESENTATION (ADULT CIVIL)
ATTORNEY SERVICES - OPDS

DATE OF LAST REVISION: August 19, 2021 CONTRACT END DATE: March 31, 2031

AMENDMENT #1 (DTD 05/31/16) see changes to SECTION IV CONSIDERATION COMPENSATION
RATE CHANGES EFFECTIVE 6/1/16

CONTRACT PERIOD THROUGH MARCH 31, ~~2021~~2031

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **CONTRACT INDIGENT REPRESENTATION (ADULT CIVIL) ATTORNEY
SERVICES - OPDS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 30, 2011**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

AS/mm

Attach

Copy to: Office of Procurement Services
Anne Nelson, Office of Public Defense Services
David Jahntz, Office of Public Defense Services

(Please remove Serial 07019-ROQ and 04013-ROQ from your contract notebooks)

~~ATKINS LAW GROUP, 209 EAST BASELINE RD., SUITE E203, TEMPE AZ 85283-
WILLIAM M. ATKINS, 2633 E. INDIAN SCHOOL ROAD, SUITE #320, PHOENIX, AZ 85016~~

~~PRICING SHEET: 96149~~

~~Terms: NET 30 NO TERMS~~

~~Vendor Number: 2011000369 0 2011006962 0 VC0000006682~~

~~Telephone Number: 602/956 8200 480 284 8199~~

~~Fax Number: 602/956 8201 480 248 2160~~

~~Contact Person: William Michael Atkins~~

~~E-mail Address: wmmike21@gmail.com michael@atkinslawgrp.com~~

~~Contract Period: To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~YVETTE BANKER, 4530 E. SHEA BLVD., STE 140, PHOENIX, AZ 85028-
16211 N. Scottsdale Road, Suite A6a 485, Scottsdale, Az 85254~~

~~PRICING SHEET: 96149~~

~~Terms: NET 30 NO TERMS~~

~~Vendor Number: 2011000240 0 VC0000004988~~

~~Telephone Number: 480 626 0182~~

~~Fax Number: 480 626 4647~~

Contact Person: ~~Yvette Banker~~

E-mail Address: ~~yvette@bankerelderlaw.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~FRANCES K. BASEDEN, 3933 E. HWY 260 STE. 77, PAYSON, AZ 85541
305 S. Val Vista #152, Mesa, Az 85204~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000284 0 VC0000003522~~

Telephone Number: ~~602 663 3733 928 978 5818~~

Fax Number: ~~888 855 4932~~

Contact Person: ~~Frances K. Baseden~~

E-mail Address: ~~kabaa@aol.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~MELINDA C. BECHTEL, 341 EAST CAMELBACK SUITE 100, PHOENIX, AZ 85012~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000260 0 VC0000001634~~

Telephone Number: ~~602 337 5721~~

Fax Number: ~~602 264 6601~~

Contact Person: ~~Melinda C. Bechtel~~

E-mail Address: ~~mbechtel@kentbechtel.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~NICOLE M. BRICKNER, 1421 E. THOMAS ROAD, PHOENIX, AZ 85014~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000326 0 VC0000002293~~

Telephone Number: ~~602 380 4670~~

Fax Number: ~~602 200 8173~~

Contact Person: ~~Nicole M. Brickner~~

E-mail Address: ~~nbrickner@hotmail.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~MICHELLE CARSON, 420 W. ROOSEVELT ST., STE 203, PHOENIX, AZ 85003
300 W. Clarendon Ave, Suite 142, Phoenix, Az 85013~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000232 0 VC0000003133~~

Telephone Number: ~~602 795 4577~~

Fax Number: ~~602 252 1187~~

Contact Person: ~~Michelle Carson~~

E-mail Address: ~~carsonlawaz@yahoo.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~REGINALD L. COOKE LAW OFFICE LLC, 1366 E. THOMAS RD, SUITE #201, PHOENIX, AZ 85014~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000394 0 VC0000004987 VC0000002671~~

Telephone Number: ~~602 248 8043~~

Fax Number: ~~602 248 8046~~

Contact Person: ~~Reginald L. Cooke~~

E-mail Address: ~~RLCooke1@aol.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~MATTHEW R. EGGLESTON, 3420 2436 E. SHEA BLVD, SUITE 200, PHOENIX, AZ 85028~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000295 0 VC0000005859~~

Telephone Number: ~~602 370 9001~~

Fax Number: ~~No Fax Number~~

Contact Person: ~~Matt Eggleston~~

E-mail Address: ~~eggleston.azlegal@gmail.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~BERNARDO M. GARCIA, 827 NORTH 5TH AVENUE, PHOENIX, AZ 85003~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000416 0 VC0000002754~~

Telephone Number: ~~602 340 1999~~

Fax Number: ~~602 250 8773~~

Contact Person: ~~Bernardo M. Garcia~~

E-mail Address: ~~Bernardo.Garcia@azbar.org~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~SHLOMIT GRUBER, 4326 E. DESERT COVE AVE, PHOENIX, AZ 85028~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000397 0 VC0000005867~~

Telephone Number: ~~602 432 4283~~

Fax Number: ~~480 287 8897~~

Contact Person: ~~Shlomit Gruber~~

E-mail Address: ~~shlomit@gruberaz.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~WAYNE HOWELL, PLLC, 15508 W. BELL ROAD, SUITE 101, #317, SURPRISE, AZ 85374~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000286 0 VC0000001588~~

Telephone Number: ~~623 328 8567~~

Fax Number: ~~623 242 6229~~

Contact Person: ~~Wayne Howell~~

E-mail Address: ~~whowell@lawhouse.us~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~SAM IGWE PLLC, 20470 N. LAKE PLEASANT ROAD, SUITE 107, PEORIA, AZ 85382~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000372 0 VC0000002812~~

Telephone Number: ~~623 444 8398~~

Fax Number: ~~623 243 6688~~

Contact Person: ~~Sam Igwe~~

E-mail Address: ~~samigwe@losilaw.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

RICK KILFOY, 4201 N. 20TH STREET, #135, PHOENIX, AZ 85016

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011000308 0 VC0000004997~~

Telephone Number: 602-667-6934

Fax Number: 602-926-2730

Contact Person: Rick Kilfoy

E-mail Address: kilfoyr@yahoo.com

Contract Period: To cover the period ending **March 31, 2021 2031**

~~JERRY D KRUMWIEDE, 7501 NORTH 16TH STREET SUITE 200, PHOENIX, AZ 85020~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011000230 0 VC0000003399~~

Telephone Number: ~~602 237 6444~~

Fax Number: ~~602 931 2822~~

Contact Person: ~~Jerry D Krumwiede~~

E-mail Address: ~~jerry@klawaz.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~ROBERT LARSON, 207 N. GILBERT RD, SUITE 001, GILBERT, AZ 85234~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000157 0 VC0000005992~~

Telephone Number: ~~480 459 6080~~

Fax Number: ~~480 304 3150~~

Contact Person: ~~Robert Larson~~

E-mail Address: ~~robert@robertlarsonlaw.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~LAURA A. LEHAN, P.O. BOX 1811, SCOTTSDALE, AZ 85252~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000431 0 VC0000001231~~

Telephone Number: ~~602 421 6514~~

Fax Number: ~~480 584 5998~~

Contact Person: ~~Laura A. Lehan~~

E-mail Address: ~~lawra59@aol.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~LAW OFFICE OF IRIS GARCIA MAES, 3602 N. 15TH AVE., PHOENIX, AZ 85015-
245 West Roosevelt, Suite A, Phoenix, Az 85003~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000297 0 VC0000003433~~

Telephone Number: ~~602 359 3999~~

Fax Number: ~~602 344 0043~~

Contact Person: ~~Iris Garcia Maes~~

E-mail Address: ~~irismaes@hotmail.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~EUGENE MARQUEZ, P.L.C., 925 W. BASELINE RD, SUITE 105 S4, TEMPE, AZ 85283~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000279 0 VC0000005293~~

Telephone Number: ~~602 631 9595~~

Fax Number: ~~602 513 7071~~

Contact Person: ~~Eugene Marquez~~

E-mail Address: ~~EugeneMarquezLaw@yahoo.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

JANELLE A. MCEACHERN, ATTORNEY, PO BOX 1974, CHANDLER, AZ 85244

PRICING SHEET: 96149

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000321 0 2011004201 0 2011000321 0 VC0000006286~~

Telephone Number: 489-899-4115

Fax Number: 480-456-0920

Contact Person: Janelle McEachern

E-mail Address: janelle.mceachern@azbar.org

Contract Period: To cover the period ending **March 31, 2021 2031**

~~TYRONE MITCHELL PC, 2633 EAST INDIAN SCHOOL ROAD, PHOENIX, AZ 85016~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000453 0 VC0000003147~~

Telephone Number: ~~602 956 8200~~

Fax Number: ~~602 956 8201~~

Contact Person: ~~Tyrone Mitchell~~

E-mail Address: ~~tmitchell@tyronemitchellpc.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~TIMOTHY V. NELSON, 8490 S. POWER RD, STE 105164, GILBERT, AZ 85297
1050 E. RAY RD. STE A5, #304, CHANDLER, AZ 85225~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000375 0 VC0000005400~~

Telephone Number: ~~480 802 1896~~

Fax Number: ~~480 659 7037~~

Contact Person: ~~Tim Nelson~~

E-mail Address: ~~tnlaw@lawyer.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

CHAD NIVEN, 9375 E. SHEA BLVD, SUITE 100, SCOTTSDALE, AZ 85260

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011000299-0~~ **VC0000004818**

Telephone Number: 480-766-1168

Fax Number: 480-718-7649

Contact Person: Chad Niven/ Dennis Niven

E-mail Address: ChadNiven@azbar.org

Contract Period: To cover the period ending **March 31, 2021** ~~2031~~

CHRISTINE POWELL, 2040 S. ALMA SCHOOL RD., STE. 1-204, CHANDLER, AZ 85286

~~2340 W. Ray Road, Suite 1, Chandler, Az 85224~~

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011000309-0~~ **VC0000001335**

Telephone Number: 602-509-2257

Fax Number: 480-323-2362

Contact Person: Christine Powell

E-mail Address: cdpowell@cox.net

Contract Period: To cover the period ending **March 31, 2021** ~~2031~~

STEPHANIE PRECIADO, P.O. BOX 9639, PHOENIX, AZ 85068

~~5320 North 16th Street Suite 204, Phoenix, Az 85016~~

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011000367-0~~ **VC0000005234**

Telephone Number: 602-680-0118

Fax Number: 602-324-2663

Contact Person: Stephanie Preciado

E-mail Address: preciadolaw@yahoo.com

Contract Period: To cover the period ending **March 31, 2021 2031**
~~EDWARD QUIGLEY, 1628 E. SOUTHERN AVENUE, #9 144, TEMPE, AZ 85282~~

~~PRICING SHEET: 96149~~

~~Terms: NET 30 NO TERMS~~

~~Vendor Number: 2011000290 0 VC0000001778~~

~~Telephone Number: 480 206 8136~~

~~Fax Number: 480 736 0624~~

~~Contact Person: Edward Quigley~~

~~E-mail Address: eyquigley@earthlink.net~~

~~Contract Period: To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~LEILA REYNOLDS, ESQ, 1366 E. THOMAS ROAD SUITE 201, PHOENIX, AZ 85014~~

~~PRICING SHEET: 96149~~

~~Terms: NET 30 NO TERMS~~

~~Vendor Number: 2011000004 0 VC0000003861~~

~~Telephone Number: 602 248 8043~~

Fax Number: ~~602 248 8046~~

Contact Person: ~~Leila Reynolds~~

E-mail Address: ~~attorneylreynolds@gmail.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~LARRY J. RUHL, P.O. BOX 1155, TOLLESON, AZ 85353~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000325 0 VC0000004792~~

Telephone Number: ~~623 332 0276~~

Fax Number: ~~623 936 8337~~

Contact Person: ~~Larry J. Ruhl~~

E-mail Address: ~~larryabogadoattorney@gmail.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

~~JENNIFER RYAN TOUHILL, 2150 S. COUNTRY CLUB DR. STE. 13, MESA, AZ 85210~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30~~

Vendor Number: ~~2011000447 0~~

Telephone Number: ~~480 785 1425~~

Fax Number: ~~480 325 2888~~

Contact Person: ~~Jennifer Ryan Touhill~~

E-mail Address: ~~jennifer@touhilllaw.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

REMOVED EFF.04/25/2016

SCARINGELLI LAW FIRM, PC 7025 E. GREENWAY PKWY, STE. 800, SCOTTSDALE, AZ 85254

~~15849 N. 71st Street, Ste 100, Scottsdale, Az 85254~~

~~Lawrence F. Scaringelli, 7047 E. Greenway Road, Suite #370, Scottsdale, Az 85254~~

PRICING SHEET: 96149

Terms: **NET 30 NO TERMS**

Vendor Number: ~~2011000363 0~~ **VC0000001353**

Telephone Number: ~~480 240 4020~~ **480-779-8404**

Fax Number: 623-936-8337

Contact Person: Lawrence F. Scaringelli

E-mail Address: larry@beckerandhouse.com

Contract Period: To cover the period ending **March 31, 2021-2031**

~~CHRISTOPHER STAVRIS, 11445 E. VIA LINDA STE 2 504, SCOTTSDALE, AZ 85259~~

~~7135 E. CAMELBACK ROAD SUITE 230, SCOTTSDALE, AZ 85251~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000405 0~~ ~~VC0000001241~~

Telephone Number: ~~480 553 6361 480 433 4031~~

Fax Number: ~~480 471 8907 480 365 0320~~

Contact Person: ~~Christopher Stavris~~

E-mail Address: ~~christopherstavris@thestavrislawfirm.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

STEPHANIE STROMFORS, 2150 S. COUNTRY CLUB DR. STE. 13, MESA, AZ 85210

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011000399-0~~ **VC0000004308**

Telephone Number: 480-237-1276

Fax Number: 480-325-2888

Contact Person: Stephanie Stromfors

E-mail Address: stephanie@stromforslawoffice.com

Contract Period: To cover the period ending **March 31, 2021 2031**

BRIAN J. THEUT, 5150 N. 16TH STREET, SUITE B-236, PHOENIX, AZ 85016

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011000366-0~~ **VC0000003722**

Telephone Number: 602-263-5005

Fax Number: 602-263-8097

Contact Person: Brian J. Theut

E-mail Address: Brian@theutlaw.com

Contract Period: To cover the period ending **March 31, 2021 2031**

CHRISTOPHER P. THEUT, 5150 N. 16TH STREET, SUITE B-236, PHOENIX, AZ 85016

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011000382-0~~ **VC0000003721**

Telephone Number: 602-263-5005

Fax Number: 602-263-8097

Contact Person: Christopher p. Theut

E-mail Address: Chris@theutlaw.com

Contract Period: To cover the period ending **March 31, 2021 2031**

MARK J. THEUT, 5150 N. 16TH STREET, SUITE B-236, PHOENIX, AZ 85016

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011000334-0~~ **VC0000003726**

Telephone Number: 602-263-5005

Fax Number: 602-263-8097

Contact Person: Mark J. Theut

E-mail Address: Mark@Theutlaw.com

Contract Period: To cover the period ending **March 31, 2021 2031**

PAUL THEUT PROBATE LAW PLLC, 14001 N. 7TH STREET, SUITE B-104, PHOENIX, AZ 850022

~~PAUL J. THEUT, 5150 N. 16TH STREET, SUITE B-236, PHOENIX, AZ 85016-~~

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011000362-0 VC0000003719~~ **VS0000006217**

Telephone Number: 602-263-5005

Fax Number: 602-263-8097

Contact Person: Paul J. Theut

E-mail Address: Paul@theutlaw.com jtheut@gmail.com

Contract Period: To cover the period ending **March 31, 2021 2031**

~~CHRISTY THOMPSON, 1311 W. CHANDLER BLVD, SUITE 220, CHANDLER, AZ 85224-~~

~~PRICING SHEET: 96149-~~

Terms: ~~NET 30~~ **NO TERMS-**

Vendor Number: ~~2011000310-0 VC0000001983-~~

Telephone Number: ~~480-634-7480-~~

Fax Number: ~~480-634-7482-~~

Contact Person: ~~Christy Thompson-~~

E-mail Address: ~~christy@cmthompsonlaw.com-~~

Contract Period: ~~To cover the period ending March 31, 2021-~~

****CANCELLED 04/01/2021**

~~GARY A. WIESER, 4506 N. 12TH STREET, PHOENIX, AZ 85014~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000376 0 VC0000007165~~

Telephone Number: ~~602-279-7070~~

Fax Number: ~~602-604-9653~~

Contact Person: ~~Gary A. Wieser, Esq.~~

E-mail Address: ~~hamidbar@mindspring.com~~

Contract Period: ~~To cover the period ending March 31, 2021~~

****CANCELLED 04/01/2021**

MORIAH WINDSOR, 1820 EAST RAY ROAD, CHANDLER, AZ 85225

PRICING SHEET: 96149

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011000410 0 VC0000006058~~

Telephone Number: 480-528-7332

Fax Number: 480-248-9310

Contact Person: Moriah Windsor

E-mail Address: mwindsorlaw@gmail.com

Contract Period: To cover the period ending **March 31, 2021 2031**

~~RACHEL WINSHIP, 2460 E. INDIAN WELLS PL, CHANDLER, AZ 85249-~~

~~PRICING SHEET: 9614914, 9614907, 96149-~~

Terms: ~~NET 30-~~

Vendor Number: ~~2011000350 0-~~

Telephone Number: ~~480 251 3287-~~

Fax Number: ~~480 304 3119-~~

Contact Person: ~~Rachel Winship-~~

E-mail Address: ~~rwinship@gmail.com-~~

Contract Period: ~~To cover the period ending March 31, 2021-~~

*** Contractor Cancelled Eff. 04/29/11**

JOHN R. WORTH, 3636 N. CENTRAL AVENUE SUITE 700, PHOENIX, AZ 85012

PRICING SHEET: 96149

Terms: NET 30 NO TERMS

Vendor Number: ~~2011000307 0~~ VC0000005111

Telephone Number: 602-258-2729

Fax Number: 602-271-4300

Contact Person: John R. Worth

E-mail Address: cal@forresterandworth.com

Contract Period: To cover the period ending **March 31, 2021-2031**

CURLEY LAW FIRM PLLC, 11811 N. TATUM BLVD., STE. 3031, PHOENIX, AZ 85028-

~~CURLEY & ALLISON LLP 426 N. 44th St Suite 340, Phoenix, Az 85008-~~

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011005458-0~~ **VC000008675**

Telephone Number: 602/385-0218

Fax Number: 602/286-6301

Contact Person: Kiernan Curley

E-mail Address: kiernan.curley@curley-allison.com

Contract Period: To cover the period ending **March 31, 2021 2031.**

*** VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE NOVEMBER 13, 2014.**

ANDREA JOHNSON CURRY ESQ, 1820 E. RAY ROAD, CHANDLER, AZ 85225

4856 e-baseline rd suite #104, mesa, az 85206

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~W000000535-X~~ **VC000003121**

Telephone Number: ~~480/355-1368~~ **480-219-9504**

Fax Number: 480/355-1401

E-mail Address: acurry@andreacurrylaw.com

Contract Period: To cover the period ending **March 31, 2021 2031.**

*** VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE NOVEMBER 13, 2014.**

~~LAW OFFICE OF GINA GUTIERREZ, DBA: GUTIERREZ LAW PLC, 4425 E. AGAVE SUITE 106,
PHOENIX, AZ 85044~~

~~PRICING SHEET: 96149~~

Terms: ~~NET 30 NO TERMS~~

Vendor Number: ~~2011003482 0 VC0000002697~~

Telephone Number: ~~480/304 5547~~

Fax Number: ~~480/247 4750~~

Contact Person: ~~Gina Gutierrez~~

E-mail Address: ~~gina.gutierrez5@hotmail.com~~

Contract Period: ~~To cover the period ending March 31, 2021.~~

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE NOVEMBER 13, 2014.

****CANCELLED 04/01/2021**

AMY ALEXANDER, ALEXANDER LEGAL, L.L.C., 760 W SAN PEDRO ST., GILBERT, AZ 85233

PRICING SHEET: 96149

Terms: NET 30 NO TERMS

Vendor Number: 2011004824 0 VC0000005270

Telephone Number: 602-619-0000

Fax Number: N/A
Contact Person: Amy Alexander
E-mail Address: amy.alexanderlegal@gmail.com
Contract Period: To cover the period ending **March 31, 2021 2031.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE MAY 26, 2016.
JARED R CAUSEY ESQ, THE LAW OFFICE OF JOSEPH F. CAUSEY, 5415 E HIGH ST STE 200,
PHOENIX, AZ 85054

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**
Vendor Number: ~~2011007079-0~~ **VC0000006013**
Telephone Number: 520-248-8877
Fax Number: N/A
Contact Person: Jared R. Causey
E-mail Address: jrcausey.law@gmail.com
Contract Period: To cover the period ending **March 31, 2021 2031.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE MAY 26, 2016.
~~B CLARK LAW FIRM PLLC, 1166 E WARNER RD STE 101, GILBERT, AZ 85296~~

~~PRICING SHEET: 96149~~

~~Terms: NET 30 NO TERMS~~
~~Vendor Number: 2011004805-0 VC0000004254~~
~~Telephone Number: 602-418-0414 602-768-3184~~

Fax Number: ~~602 606 7360~~

Contact Person: ~~Bernita Clark~~

E-mail Address: ~~bernitab@belarklawaz.com~~

Contract Period: ~~To cover the period ending March 31, 2021.~~

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE MAY 26, 2016.

****CANCELLED 04/01/2021**

SHANNON GLAU, LAW OFFICE OF SHANNON R GLAU, PO BOX 6848, PHOENIX, AZ 85005

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011005614-0~~ **VC0000004523**

Telephone Number: ~~602 315 8688~~ **928-363-0650**

Fax Number: 928-771-0507

Contact Person: Shannon Glau

E-mail Address: shannon@glaulaw.com

Contract Period: To cover the period ending **March 31, 2021 2031.**

VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE MAY 26, 2016.

RACHEL FRAZIER JOHNSON, 40 N CENTRAL AVE SUITE 1400, PHOENIX, AZ 85004

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011005237-0~~ **VC0000004476**

Telephone Number: 602-343-2700

Fax Number: 888-281-5595

Contact Person: Shannon Glau

E-mail Address: rachel@rfjesq.com

Contract Period: To cover the period ending **March 31, 2021 2031.**

*** VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE MAY 26, 2016.**
HEIDI A. LUKACSIK, LUKACSIK LAW OFFICE PC., 17505 N 79TH AVE STE 211 E, GLENDALE, AZ
85308

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011007109-0~~ **VC0000004693**

Telephone Number: 623-850-8119

Fax Number: N/A

Contact Person: HEIDI A. LUKACSIK

E-mail Address: heidi@lloaz.com

Contract Period: To cover the period ending **March 31, 2021 2031.**

*** VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE MAY 26, 2016.**

**PROVIDENT LAW-JAMES MUELLER, 14646 N. KIERLAND BOULEVARD, SUITE 260,
SCOTTSDALE, AZ 85254**

~~JAMES P. MUELLER, MUELLER & DRURY PC, 8110 E CACTUS RD STE 100, SCOTTSDALE, AZ 85260~~

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011004064-0 VC0000008249~~ **VS0000001020**

Telephone Number: ~~480-368-5511~~ **480-388-3343**

Fax Number: N/A

Contact Person: ~~James Mueller~~ **Tracy Millward**

E-mail Address: ~~JAMESMUELLER@MUELLERDRURY.COM~~ tracy@providentlawyers.com

Contract Period: To cover the period ending ~~March 31, 2021~~ **2031**.

*** VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE MAY 26, 2016.
MEGAN STILWELL, 2150 S COUNTRY CLUB STE 13, MESA, AZ 85210**

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~2011006170-0 VC0000006045~~

Telephone Number: 480-237-1276

Fax Number: 480-325-2888

Contact Person: Megan Stilwell

E-mail Address: megan@stromforslawoffice.com

Contract Period: To cover the period ending **March 31, 2021 2031.**

*** VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE MAY 26, 2016.**
DAVIS BLASÉ STONE AND HOLDER-CLAUDIA WORK, 11111 N. SCOTTSDALE ROAD #225,
SCOTTSDALE AZ 85254
~~CAMPBELL LAW GROUP OF ARIZONA PLLC, 1951 W CAMELBACK RD STE 200, PHOENIX, AZ 85015~~CLAUDIA D.
~~WORK, CAMPBELL LAW GROUP CHARTERED, 3101 N CENTRAL AVE STE 840, PHOENIX, AZ 85012~~

PRICING SHEET: 96149

Terms: ~~NET 30~~ **NO TERMS**

Vendor Number: ~~W000016275 X VC0000007562~~ **VS0000004829**

Telephone Number: ~~602-254-5557~~ **602-279-1900**

Fax Number: ~~602-254-0656~~ **602-279-1920**

Contact Person: Claudia D. Work

E-mail Address: ~~ework@campbellazlaw.com~~ Claudia.work@dbshlaw.com

Contract Period: To cover the period ending **March 31, 2021 2031.**

*** VENDOR ADDED BY MARICOPA COUNTY EFFECTIVE MAY 26, 2016.**

SECTION I

INTENT

1. INTRODUCTION

The intent of this Invitation for Solicitation is to establish a listing of qualified contractors to provide indigent representation attorney services for the Office of Public Defense Services. This solicitation effort shall encompass indigent representation specialty services for the following areas of practice:

Adult Mental Health (current serial number 04013-ROQ)
Adult Special Advocacy (current serial number 07019- ROQ)

This solicitation is intended to replace current contracts for the above noted areas of practice. **Current contractors MUST reapply in order to continue providing services to Maricopa County.** All assignments made to awarded contractors as a result of this solicitation shall be at the compensation schedule(s) found in this solicitation. Any assignment made by OPDS for any of these areas of practice prior to the effective date of this contract shall be at the fees/compensation schedule(s) effective at the time of that assignment.

Multiple awards (listing of qualified vendors) will be made. Maricopa County reserves the right to add providers to this agreement at any time as required to ensure both adequate competition and fulfillment of OPDS requirements. No guarantee is made regarding the frequency of any re-solicitation effort. Re-solicitation efforts may be made for one or more areas of practice at any time at the option of OPDS.

Contractors agree to fully comply with all terms and conditions of this solicitation for inclusion on the list of qualified Maricopa County vendors. The applicant shall register as a vendor with Maricopa County and shall fully agree with the requirements of vendor registration. Additionally, fees and compensation for each area of practice are pre-determined and are not negotiable.

Submission of an application in response to this solicitation shall signify full understanding and agreement with the terms and conditions of the solicitation. Applicants shall clearly designate the area or areas of practice and the preferred location of the service, if applicable, for which they are applying. No guarantee is made regarding the frequency of assignments or volume of work that any contractor may be offered.

At the option of OPDS and Office of Procurement Services, this solicitation may be determined to be “open and continuous,” **AFTER** the initial solicitation “opening date and subsequent contract award date”. In the event that OPDS requirements demand additional providers, this solicitation may be converted to “open and continuous” as a re-solicitation effort. Full response information will be provided in the event that determination is made.

2. GENERAL REQUIREMENTS

a. Minimum Qualifications.

Applicant shall be a graduate of a fully accredited law school, shall be member in good standing of the Arizona State Bar Association *and* shall be licensed by the Arizona State Bar Association for a minimum of 2 years *and* shall maintain the same for the duration of any contract award.

b. Applicant by submission of a response/application to this solicitation agrees to fully provide the services defined within at the pre-determined fee/compensation schedule. Compensation as stated within this solicitation is firm and not negotiable. Contract award does not guarantee any number of assignments or any other measure of “work”.

c. Definitive Scope of Work specific to each area of practice may be found in the section(s) following under the designation of that specialty.

- d. Contractors are advised that OPDS reserves the right to conduct periodic “performance reviews”. The results of these reviews may be used by OPDS to determine if any cases and, if so, what type of cases may be assigned to the contractor.

SECTION II

GENERAL PROVISIONS

1. DEFINITIONS

As used throughout the Contract, these terms shall have the following meanings unless the context requires otherwise:

A. Board of Supervisors – Maricopa County Board of Supervisors.

B. Billable Time – time spent for the benefit of the Client which substantially advances the case toward conclusion. Billable time may include court time, legal research, interviews of the Client and witnesses, and other work required to effectively represent the Client. Billable time does not include, for example, the following:

1. non-substantive motions such as motions to continue, motions to withdraw or time spent reviewing a file prior to moving to withdraw;
2. support services or overhead items that are compensated through Contractor’s Contract Rate including such things as secretarial services, typing, leaving messages, transmitting documents by facsimile, mailing letters and photo copying; or
3. activity that does not substantially advance the Client’s case such as waiting for meetings, unanswered telephone calls, leaving a message, or setting up a meeting or conference.

C. Client – a person who receives services from Contractor pursuant to an assignment by OPDS.

D. Contract – this document and all attachments hereto.

E. Contract Administrator – the agent designated by the County Administrative Officer to develop, administer and monitor the contracts for OPDS.

F. Contractor – the person agreeing to provide services to Maricopa County and the client pursuant to this contract.

G. County – Maricopa County and is synonymous with OPDS.\

H. Extraordinary compensation – the calculation of additional compensation beyond that provided by contract. Extraordinary compensation must be negotiated between the Contract Administrator and the Contractor, in writing, based on the facts of the individual case and Contractor’s overall compensation under the entire contract.

I. Fiscal Year – the 12 consecutive months from July 1 to June 30, inclusive.

J. OCC – the Office of Contract Counsel and it synonymous with OPDS and Maricopa County

K. OPDS – the Office of Public Defense Services and is synonymous with Maricopa County.

L. Parties or Party – OPDS, the County and Contractor as the context requires.

M. Reimbursable Expenses – expenses which are (1) reasonable and necessary; (2) for the legal representation of a Client; and (3) approved in advance by the Contract Administrator. Reimbursable expenses do not include (1) items that are compensated through billable time; (2) secretarial expenses; (3) travel within Maricopa County; (4) expenses for stationery, postage, envelopes, transmission by facsimile, parking and supplies; or (5) other items that are an ordinary cost of doing business.

N. Representation – the services that Contractor provides to a Client in a specific legal matter.

O. Trial – participation in a court hearing at which jeopardy or preclusion attaches, witnesses are sworn and testimony is taken. A trial day is 5.0 or more hours of actual trial time; a half-day is less than 5.0 hours.

2. TERM

The contract awarded as a result of this solicitation shall be awarded for a period of ten (10) years from the initial effective or “Commencement Date”.

3. RIGHT TO EXTEND CONTRACT

The County may, at its option and with the approval of Contractor, extend the term of the Contract up to a maximum of ten (10) additional one (1) year periods, from the original expiration date. Contractor shall be notified in writing by Office of Procurement Services of the County's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Nothing herein shall be construed to guarantee that the County will subsequently extend or award a Contract.

4. DEFAULT, SUSPENSION AND TERMINATION

A. The Contract Administrator may suspend, modify or terminate the Contract upon Contractor’s failure to perform or upon the occurrence of an event that may cause or result in Contractor’s failure to perform any requirement of the Contract. Failure of performance shall include failure by Contractor to fulfill the reporting requirements of the Contract. Additionally, Contractor’s contract may be terminated due to economic events that may have an adverse effect on the Office of Public Defense Services’ budget or a material change in circumstances including, but not limited to, reduction in the number of cases to be assigned at a given location of the Maricopa County Superior Court or any of its lower courts.-

B. The County may terminate the Contract as follows:-

1. No Cause: Upon thirty (30) days written notice to Contractor.

2. For Cause: Immediately upon written notice to Contractor. Contractor may terminate this contract upon 30 days written notice to the Contract Administrator. Contractor's termination of a contract(s) does not terminate Contractor's duty to continue representing those cases/persons assigned to Contractor prior to the effective date of termination. See paragraph 6(D) below.

C. Contractor may terminate this contract upon 30 days written notice to the Contract Administrator. Contractor's termination of a contract(s) does not terminate Contractor's duty to continue representing those cases/persons assigned to Contractor prior to the effective date of termination. See paragraph 6(D) below.

5. NON-EXCLUSIVE STATUS

OPDS may contract for the same or similar professional services through persons other than Contractor. This provision applies to OPDS only and does not confer upon any Contractor permission to substitute performance in any way without the express written consent of OPDS.

6. CONTRACTOR'S RESPONSIBILITIES

A. Effective Representation. Contractor shall effectively represent the Client including, but not limited to:

1. contacting and conferring with the Client concerning the representation within a maximum of 48 hours of Contractor's notice of appointment;
2. maintaining reasonable contact with the Client until the representation is terminated;
3. using reasonable diligence in notifying the Client of necessary court appearances including any court action that arises out of the Client's non-appearance;
4. conducting such interviews and investigation as are appropriate;
5. appearing in court on time at whatever time the court designates.

B. Accept Assignments. Contractor shall accept all assignments made by the Contract Administrator unless Contractor is not ethically permitted to accept the Representation pursuant to Rules of Professional Conduct.

C. Replacement Representation. In the event Contractor becomes unable to complete an assignment and is allowed to withdraw, Contractor immediately shall report the circumstances to OPDS so that OPDS may appoint replacement counsel. OPDS may require Contractor to account for the time Contractor has actually expended and to return the payment for the representation where appropriate.

D. Continuing Representation. Contractor has a continuing duty to represent the Client until the court has terminated the representation. Termination of the contract by either party does not terminate the Contractor's duty to provide services in those cases assigned prior to the effective date of the termination.

E. Removal for Failure of Performance. In the event a Court removes Contractor from representation due to any failure of performance relating to the representation, Contractor shall reimburse the County for any payment made to Contractor relating to the representation and provide a written explanation of the failure of performance.

F. Determination of Indigence. Contractor shall notify the court and request a re-determination of the Client's indigence if reasonable grounds exist to believe that a Client is not indigent. In the event the court permits Contractor to withdraw from the representation, Contractor may not represent the Client for a fee arising out of that representation without prior written approval of the Contract Administrator. In the event the court permits Contractor to withdraw from the representation, Contractor shall notify OPDS of the determination that the client is not indigent.

G. No Additional Compensation. Contractor may not solicit or accept private or additional compensation of any kind, including attorney's fees, in any matter that relates to or arises out of a pending assignment or representation other than compensation as specified in the Contract unless approved in writing by the Contract Administrator.

H. Records and Reports. Contractor shall create and keep detailed and accurate case logs, final disposition records and time sheets relating to the representation. Contractor will periodically report on a timely basis data and statistics to the Contract Administrator in the manner prescribed by OPDS. Failure to submit case logs, final disposition records and time sheets in the time and manner specified by OPDS may result in withholding compensation until the contractor is in compliance. Contractor shall make available for inspection and copying by the County all records and accounts relating to the work performed or the services provided under the Contract except any document that is privileged as an attorney-client communication. Contractor shall safeguard confidential and privileged information in accordance with all applicable laws, rules, and regulations, as provided elsewhere in the contract.

I. Cooperation. Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall cooperate with other OPDS Contractors and staff and shall carefully plan in order to perform duties under this contract timely and effectively. Contractor shall not commit or permit any act that will interfere with the performance of work by the Contract Administrator, any other Contract Attorney or their staffs. Contractor shall notify OPDS if any non-contract counsel enters an appearance on behalf of a criminal defendant on a Knapp v. Hardy or other basis.

J. Substitute Performance. This is a personal services contract between Contractor and the County. Contractor may, on occasion, allow substitute counsel to appear in court on behalf of the contractor. The substitute counsel must be an attorney who holds a contract with OPDS similar to the contractor's contract. If the substitute counsel represents another party in the case, the contractor shall not be paid for the appearance. Any other substitute counsel must be approved in advance by the contract administrator. Notwithstanding the foregoing, the Contractor shall remain primarily responsible for the performance of the contract.

K. Requests for Expenditures. Contractor shall submit for approval by the Contract Administrator all requests for payment of expert witness fees, travel expenses, publication of legal notices, investigators, mitigation specialists (in capital cases only), service of process, court transcript fees

and other reasonable and necessary expenditures. Contractor may not incur any expense for the account of the County without prior approval of the Contract Administrator. Failure to obtain prior approval may result in non-payment for the expenditure and the debt shall become the personal responsibility of the Contractor. A copy of the approval must be given to the approved vendor for its billing purposes prior to the commencement of their work. If an approved vendor exceeds the OPDS approved amount for the expenditure, OPDS is not obligated to pay any such overage and it becomes the personal responsibility of the Contractor. When billing for reimbursement, receipts for all expenses must be included. All expenses must be approved by OPDS prior to being incurred. Bills for expenses incurred prior to approval by OPDS may not be honored or ratified.

OPDS will not reimburse Contractor for office supplies, secretarial or other staff services, transcripts of witness interviews or any other type of expense that involves the general cost of doing business including, but not limited to, long- distance telephone calls, unless approved in advance by the Contract Administrator as an extraordinary expense.

L. Investigators. Contractor shall submit for approval by the Contract Administrator any request for appointment of an investigator. OPDS will appoint an investigator from a group of contracted investigators and specify a maximum number of billable hours to be expended by the investigator on the case. If the nominated investigator is available to perform the requested work in a timely manner, OPDS will assign the investigator to the case. Contractor will be responsible for reviewing and certifying the investigator's billings prior to payment by OPDS.

Conducting witness interviews arranged by the prosecution is not the responsibility of the investigator. Conducting these interviews is the responsibility of the assigned lawyer unless the lawyer cannot be present due to illness or other unforeseen emergency. Then, and only then, will investigators be permitted to bill for the time spent conducting this type of interview.

M. Mitigation Specialists. In capital cases only, Contractors may submit for preliminary approval by the Contract Administrator any request for appointment of a mitigation specialist. If the nominated mitigation specialist appears to be available to perform the requested work in a timely manner, OPDS will assign the mitigation specialist to the case. Failure to obtain prior approval for the work of a mitigation specialist will result in non-payment and the debt shall become the personal responsibility of the Contractor.

N. Appointment of Interpreters. Interpreters from Maricopa County's Office of Court Interpreters shall be used for non-English-speaking clients as necessary for all court proceedings and out-of-court matters.

O. Requests for Court Authorization. Any request made of any Court for any order directing any action or payment by OPDS or Maricopa County must be served upon the Contract Administrator in compliance with the Rules of Civil Procedure regarding service and giving notice of motions.

P. Compliance with Law. Contractor will comply with all laws, including rules and regulations of all governmental accrediting and regulatory authorities, including the State of Arizona, relating to the licensure and regulation of attorneys. In the event the Contractor is suspended by the Arizona State Bar, on an interim or other basis, Contractor must immediately notify OPDS of this suspension so that appointment of cases may be stopped. Failure to comply with such notice will result in termination of Contractor's contract(s).

Q. Technological Equipment. Contractor must possess the following equipment to meet the needs of OPDS appointment protocol:

1. Desktop or laptop computer,
2. Microsoft Office Suite Software and Adobe Reader, and other software as might be needed to allow contractor to conduct business electronically with OPDS,
3. E-mail address; and
4. Pager and/or cell phone.

R. Court Orders for additional compensation. In the event that a Contractor files a motion with any Court for additional compensation or any expenditure in addition to that provided for under the terms of the contract, Contractor must timely serve a copy of the motion upon OPDS. Failure to give OPDS notice of a motion for additional compensation or expenditure on a timely basis will result in either suspension or termination of the contract.

S. Monthly Case Logs. All case logs must be returned via e-mail to OPDS by the date designated by OPDS. This includes all changes to case dispositions and hours-to-date. Failure to submit case logs by the designated date may result in the withholding of Contractor's monthly contract payment or other payments made by the department on a case-by-case basis until such documentation is provided.

T. Reporting and Billing periods. Any claim for services must be submitted within 6 months of the service.

U. Attorney Complaints. Any complaint made about a Contractor will be forwarded to Contractor with a request for a response to the complaint. The Contractor must respond to the complaint in writing within 10 days and submit a copy of Contractor's response to OPDS.

7. AVAILABILITY OF FUNDS

~~Contractor and the County acknowledge that the continuation of any contract after the close of the County's fiscal year, (on June 30 of each year), is contingent upon the approval of a County budget that identifies such contract as an authorized expenditure. The County does not represent that any budget item will be actually adopted. The approval of such expenditures is the exclusive province of the Maricopa County Board of Supervisors at the time of the adoption of the budget.~~

A. The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the contractor fully informed as to the availability of funds.

B. If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in

connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

8. INDEPENDENT CONTRACTOR

- A. Contractor's relationship to the County is that of an independent Contractor and not as an employee.
- B. This contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.
- C. No persons or services utilized by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, and other employee benefits and all taxes and premiums relating to such persons, and shall defend, indemnify and hold the County harmless for any and all claims, suits, liability and damages which the County may incur because of Contractor's failure to pay such taxes or obligations.

9. RIGHTS IN DATA

~~The County shall have the use of data and reports resulting from the Contract without cost or other restriction. The County shall have complete discretion to create or prepare reports or compilations of data relating to the Contract. The data and reports or compilations of data are public records under Arizona law.~~

The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

10. INDEMNIFICATION MALPRACTICE INSURANCE

- A. ~~Contractor will provide to the Contract Administrator a declarations page for a current certificate of insurance for errors and omissions (professional malpractice) coverage in an amount not less than \$250,000/\$500,000. Errors and omissions coverage must remain in force during the entire term of the Contract. In the event Contractor's insurance is terminated or suspended, Contractor shall immediately give written notice to the Contract Administrator. Failure to provide proof of errors and omissions coverage during any period of the contract shall result in its immediate termination for cause. Proof of errors and omissions coverage is due on the first day of the second month of the effective date of the contract.~~
- B. ~~Contractor shall not be entitled to liability coverage or costs of defense from County or its Self-Insurance Trust from liability or any other claims arising from Contractor's performance under the Contract.~~

~~C. Contractor agrees to defend the County and hold it harmless from any claim that may arise from Contractor's performance of the Contract.~~

- A. To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.**
- B. Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.**
- C. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.**
- D. The scope of this indemnification does not extend to the sole negligence of County.**

11. INSURANCE

- A. Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.**
- B. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.**
- C. In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.**

- D. Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.**
- E. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.**
- F. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.**
- G. The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.**
- H. The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.**
- I. If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.**

J. Automobile Liability

- 1. Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$100,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.**

K. Workers' Compensation

- 1. Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.**
- 2. Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.**

3. Sole proprietors shall complete the sole proprietor waiver form.

L. Professional Liability

1. Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the contractor under the terms of this contract, with a limit of not less than \$250,000 for each claim, and \$500,000 aggregate claims. Errors and omissions coverage must remain in force during the entire term of the contract.
2. Contractor shall not be entitled to liability coverage or costs of defense from County or its Self-Insurance Trust from liability or any other claims arising from contractor's performance under the contract.

M. Certificates of Insurance

1. Prior to contract award, contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the contract in the form provided by the County, issued by contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.
2. In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of contractor's work or services and as evidenced by annual Certificates of Insurance.
3. If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

N. Cancellation and Expiration Notice:

Applicable to all insurance policies required within the insurance requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 calendar days prior written notice to Maricopa County. Contractor must provide notice to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 160 South 4th Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in solicitation.

12. AMENDMENTS

All amendments to the Contract must be in writing and signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

13. STRICT COMPLIANCE

Acceptance by OPDS of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of any term or an acceptance of anything less than strict compliance with all other terms.

14. LAWS, RULES AND REGULATIONS

Performance under the Contract shall be accomplished in conformity with all applicable laws, ordinances, rules, regulations, and zoning restrictions.

15. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

~~Contractor in the performance of the Contract will not discriminate against any person based on race, religion, sex, national origin, or disability.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

16. ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW ~~RETENTION AND ADEQUACY OF RECORDS~~

~~Contractor agrees to retain all books, records, and other documents relevant to the Contract for six (6) years after final payment or until after the resolution of any audit questions, whichever is longer. County auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of all such materials.~~

~~OPDS will not pay for costs associated with the storage of any records or files created for, pertaining to, or arising from, this contract.~~

A. ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW (Revise number 15, Section II, General Provisions)

- 1. In accordance with section MCI-374 of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions which could be more than six years, whichever is latest. The**

County, Federal or State auditors and any other persons duly authorized by the department shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

- 2. If the contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the contractor shall reimburse Maricopa County for the services not so adequately supported and documented.**

17. AUDIT DISALLOWANCES ~~AUDIT AND~~

~~Contractor shall reimburse the County for any service or expenditure that is not sufficiently documented in Contractor's books, records and other documents. In the event the County disallows any payment or request for payment pursuant to this section, OPDS shall notify Contractor in writing of the disallowance and the required course of action relating to the disallowance. OPDS may recover from Contractor any sums due through an action at law or as a setoff or counterclaim.~~

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the contractor by issuing a check payable to Maricopa County.

18. DISPUTES

Except as otherwise provided by law, any dispute arising under the Contract shall be processed according to the procedure identified in the relevant section(s) of the Maricopa County Procurement Code.

19. WAIVER OF CLAIMS

- A. Contractor accepts the compensation provided in the Contract in lieu of any other claim, demand, request or compensation for the services that Contractor provides pursuant to the Contract.
- B. Contractor's obligations under this section, including the duty of continuing representation, shall survive the termination or expiration of the Contract.
- C. Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract. The value of the Contract as a whole shall be determined by reference to the following factors where applicable:
 1. County's average cost per case for all the services provided by Contractor under the Contract compared to the County's average cost per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate, and other Contract Attorneys;

2. County's average cost per hour of services provided by Contractor under the Contract, compared to the County's average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys; and
3. Contractor's average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys.

This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is found to be invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

20. GOVERNING LAWS

~~The Contract shall be governed and construed in accordance with the laws of Arizona. Any action to enforce or interpret the Contract shall be litigated in the Maricopa County Superior Court only after the exhaustion of administrative remedies.~~

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

21. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

22. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall use reasonable efforts to comply with all applicable federal and state laws, rules and regulations.

23. NOTICE

All notices, demands and other communications to be given or delivered pursuant to the Contract shall be in writing, and shall be deemed delivered upon the following:

- A. personal delivery;
- B. one (1) business day from the transmission by electronic mail or facsimile; or
- C. five (5) business days from deposit in the United States mail, registered mail or certified mail, return receipt requested, with postage prepaid to the Notice Address or to the last known address of the Party who is to be given notice.

24. RULES OF CONSTRUCTION

- A. Incorporation of Definitions, Recitals and Exhibits. The Parties acknowledge the accuracy of the definitions and recitals set forth in the Contract. All exhibits to the Contract are incorporated into the Contract as if set out verbatim.
- B. Merger. All prior and contemporaneous contracts, agreements, statements and understandings with respect to the subject matter of the Contract, if any, among the Parties, or their agents, are merged into the Contract, and the Contract shall constitute the entire agreement among the Parties.
- C. Successors. The Contract shall be binding upon and inure to the benefit of, and shall be enforceable by, the successors, assignees and transferees of the Parties.
- D. Third Party Beneficiaries; No Rights Conferred on Others. Any person who is entitled to indemnity 1.) by the terms of the Contract or 2.) by operation of law, is a third party beneficiary of the Contract to the extent only that such status is necessary to fulfill or enforce the indemnification.
- E. Severability; Blue Pencil. Each provision of the Contract shall be construed to preserve its validity and enforceability to the extent possible. If any provision of the Contract is declared void, invalid or unenforceable, the Party who would have enforced the provision may elect whether the provision shall be 1.) modified to the extent necessary to make it valid and enforceable or 2.) excluded from the Contract.
- F. Remedies Cumulative. Any remedy in the Contract is cumulative and is not exclusive of any other remedy, and does it limit any other legal or equitable remedy that may be available to any Party.

25. MISCELLANEOUS

- A. Process Server. All expenditures for service of process must be approved by OPDS prior to incurring any such expense. In the event that Contractor does not request and receive OPDS's approval before incurring such an expense, Contractor may be personally responsible for payment of the process server's service invoice. Contractor will use only a process server approved by OPDS.
- B. Court Reporters. Only appellate and post-conviction relief transcripts are paid directly by OPDS. Any other use of court reporters or transcriptionists must be approved in advance by way of a Request for Expenditure of Funds. It is the Contractor's responsibility to deliver the approval to the appropriate, approved vendor. If transcripts are requested during a trial (to impeach a witness, etc.), the court reporter should be informed that the request is for a transcript of the testimony only and that OPDS will pay \$2.50 per page for the original only and an additional \$0.30 per page for one copy.

If a motion for a new trial is granted, the County Attorney and all defense counsel should share the cost of the transcript of the original trial. OPDS encourages you to bring this provision to the court's attention should the parties disagree about sharing the costs. RUSH (delivery within 5 days) and EXPEDITED (delivery within 10 days) transcription requests are strongly discouraged and likely to be rejected absent unforeseen exigent circumstances. OPDS requires that Contractor justify such requests with an explanation as to why additional expense was unavoidable. If the necessity for rush or expedited charges is the result of delay on Contractors part, Contractor will be required to pay any charges beyond the reporter's standard page rate.

C. Audio and Video Tape Transcription. Transcriptions of tape recorded interviews must be approved in advance. The transcription will be done either in-house or by a vendor approved by OPDS. It is the responsibility of each Contractor to make the request for approval and to deliver the tapes in time to take advantage of the Regular delivery rate of 20 calendar days. The Expedited delivery rate of 10 calendar days and the Rush delivery rate of 1 day will not be approved absent extraordinary circumstances.

D. Travel. All travel for contractors, witnesses or expert witnesses must be pre-approved and scheduled through OPDS. If a car rental is necessary, OPDS will assist contractor to make these arrangements.

E. Identification Badges. Identification badges are available to Contract Counsel at no charge. Please contact OPDS at (602) 506-7228 to obtain an identification badge.

F. Change of Address/Firm. Contractor must advise OPDS promptly in writing of any changes to telephone numbers, e-mail addresses and business addresses. If Contractor's business changes its name, this change will modify the contract Contractor has with the Board of Supervisors. OPDS must be notified in writing.

G. Weapons policy. No weapons, loaded or unloaded, props or real, are to be brought into the courthouse buildings. There are security lockers for storage of these items in the court buildings. If you have questions regarding this policy, call Court Administration at (602) 506-3070.

H. Designation of Contract and Location. The contract applications include a cover sheet for applicants to rank their preferences for each of the contract categories and locations. Applicants may apply for more than one category of contract and more than one location, but no applicant is guaranteed an award of any, one, or multiple contract categories or a preferred location. If an applicant does not wish to be considered for one or more categories of the contract, the applicant shall clearly designate that category or those categories.

I. Adult and Juvenile Contracts. Contractors shall not be awarded both adult and juvenile contracts with the exception of the appeals contracts. Adult Civil Contracts may be awarded with either adult or juvenile contracts.

J. Appointments.

1. Bench Appointments: Any and all appointments made from the bench without the concurrence of OPDS may result in non-payment for the case.

2. Non-contract appointments: Appointments made, without OPDS concurrence, to counsel who have not been awarded the appropriate contract by the Maricopa County Board of Supervisors may result in non-payment for the case.

K. Billing for Time.

1. All Contractor invoices submitted for payment must contain an itemized statement of hours describing in detail in chronological order the following:

Date Description of Event Time (in tenths of an hour)

2. This is a contract between Maricopa County and Contractor. Time for the services of secretaries, paralegals, legal assistants, caseworkers, or any other non-contract person will not be considered when considering hours worked by a Contractor on a case.

L. Office of Public Defense Services' Policies and Procedures. Throughout the contract period, OPDS reserves the right to implement new administrative policies and procedures in response to the demands of the Superior Court, its lower courts, the Office of Procurement Services of Maricopa County, the Department of Finance of Maricopa County, and the Board of Supervisors of Maricopa County.

26. VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

~~A. By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.~~

~~B. The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 25(A) of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

A. By entering into the contract, the contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

- B. The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 25(A) of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.**

27. CONTRACTOR LICENSE REQUIREMENT

- A. The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
- B. Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

28. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

~~The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:-~~

~~Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;-~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;-~~
~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and-~~

~~have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

A. The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

a) have not within three-year period preceding this contract:

(1) been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract;

(2) been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

b) are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and

c) are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

d) have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

C. If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

D. Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered

transactions related to this contract. If this clause is applicable to a subcontractor, the contractor shall include the information required by this clause with their bid.

29. INFLUENCE

~~As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.~~

~~An attempt to influence includes, but is not limited to:~~

~~A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,~~

~~That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.~~

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

A. As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

B. An attempt to influence includes, but is not limited to:

- 1. A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy, that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

~~C. If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.~~

30. CONTRACT COMPLETION

In preparation for contract completion, the contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

31. APPLICABLE TAXES

A. It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

1. The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

2. **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold the County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

32. FORCE MAJEURE

A. Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service.

B. Each as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

C. The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

33. NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

34. STOP WORK ORDER

A. The procurement officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

1. cancel the stop work order; or
2. terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this contract.
3. The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.

35. TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the contractor.

36. ADDITIONS/DELETIONS OF SERVICE

A. The County reserves the right to add and/or delete services to a contract. If additional services are required from a contract, prices for such additions will be negotiated between the contractor and the County.

37. VALIDITY

The invalidity, in whole or in part, of any provision of the contract shall not void or affect the validity of any other provision of the contract.

38. SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

39. WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

40. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS (New section, Section II, General Provisions)

- A. The parties agree that this contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation.
- B. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- C. Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

41. UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

42. OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the contractor any amounts contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

43. PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the records manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

44. INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

45. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

SECTION III WORK STATEMENT

1. EFFECT

This Work Statement shall control should there be any conflict with the General Provisions or Consideration sections of this contract.

2. DUTIES

The contractor shall provide legal services as assigned in the following proceedings as determined by the type of areas in which the contractor and Maricopa County agree and for which the contractor is deemed, by Maricopa County, to be qualified:

MENTAL HEALTH

- Counsel for persons in mental health commitment proceedings.

GUARDIAN *ad LITEM* in the following proceedings:

- Family Court
- Criminal
- Mental health
- Civil

3. CONTRACTOR WITHDRAWAL FROM CASE

- MENTAL HEALTH – Contractor shall represent the client until relieved by the court. In Title 36 Guardianships, the contractor shall remain counsel of record for purposes of the Annual Renewal of Guardianships.
- GUARDIAN *ad LITEM* – Contractor shall represent the client until relieved by the court

4. TERMINATION OF APPOINTMENT

The duty to represent the client pursuant to this contract continues until terminated by the court. In some cases the representation shall continue beyond the expiration of the contract. The county shall compensate the contractor for services rendered after the termination of the contract. In the event contractor is allowed to terminate the representation of the client before the matter is concluded and substitute counsel must be assigned by the County, contractor shall be responsible for any additional costs associated with the substitution.

5. EXTRAORDINARY CASES

Contractor may petition the Contract Administrator for additional compensation for any assignment that requires Contractor to expend an extraordinary amount of time. Additional compensation must be requested in writing and thereafter negotiated between the Contract Administrator and the Contractor. Any request for additional compensation must include a detailed billing statement of the time spent actively working on the case.

6. DE MINIMUS REPRESENTATION

The contractor shall not be paid for cases assigned in which representation is terminated before any significant amount of work is completed. If the contractor has received payment for such a case, that payment shall be deducted from future payments due the contractor for other cases or the contractor shall reimburse OPDS for the amount of the case payment.

7. NOTICE OF APPEAL

Contractor shall notify OPDS of contractor's intent to file a notice of appeal. OPDS may, in its discretion, assign different appellate counsel or, at the request of the contractor, allow the contractor to represent the client for the appeal.

SECTION IV

CONSIDERATION

**** Effective June 1st, 2016 all NEW assignments will adhere to the new payment schedule. Any assignments prior to June 1st, 2016 will be compensated at the previous rates. On cases being paid on an hourly basis, all work performed on June 1st, 2016 or after will be compensated at the new rate.**

1. COMPENSATION

The following is the schedule of payments for each of the areas of practice and the cases within those areas of practice:

Mental Health \$77 an hour

~~\$70 an hour up to \$2400~~

Adult Special Advocacy

GAL/BIA in Family Court ~~\$2,000~~ **\$2200**

GAL in Criminal Case ~~\$250~~ **\$275**

GAL in Civil Case ~~\$250~~ **\$275**

Civil Appeal ~~\$1,000~~ **\$1100**

2. MULTIPLE CASES

If a contractor is assigned multiple cases for the same client, the contractor shall be paid for the case that would result in the highest payment.

3. REMOVAL OF THE CONTRACTOR

In the event that the contractor is removed from a case for failure to perform or inability to perform, the contractor shall reimburse OPDS for the funds that have been paid on the assignment. This reimbursement, at the election of OPDS, may be made by OPDS withholding payments due to the contractor on other cases. Failure to perform includes, but is not limited to, failure to appear for a scheduled court appearance.

4. METHOD OF PAYMENT

Subject to the availability of funds, OPDS will process and remit to the Contractor a warrant for payment each month during the term of the contract. Payment will be based on the number and type of cases assigned to the Contractor during the previous month, less any adjustments. Any request for compensation in addition to that which is provided in paragraph one of this section shall include a billing statement of all of the hours devoted to the case in question.

5. FAILURE TO PERFORM

While no grounds are necessary to terminate the contract by either party, contractors are advised that failure to perform the duties of the contract is likely to result in termination of the contract. Missing scheduled court appearances or deadlines is, among other things, a failure to perform.

6. ELECTRONIC BILLING

In the event OPDS implements an electronic billing system, continued assignment of cases may be dependant upon the contractor agreeing to the terms established for that billing system.

7. TAXES AND BENEFITS

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, unemployment insurance benefits, workman's compensation and other mandatory governmental obligation, if any, and any pension or retirement program. Contractor agrees to indemnify and hold the County harmless for any and all liability which the County may incur because of Contractor's failure to pay such taxes or obligation including any liability for such taxes or obligations.

8. REVIEW OF COMPENSATION SCHEDULE

OPDS shall review compensation/fees schedule for each legal specialty found in this solicitation, on an annual + basis (anniversary of contract award commencement date). Changes, if any, to the Compensation Schedule are at the sole discretion of OPDS.

SERIAL << 10107 >> -ROQ