

## THE FAMILY SUPPORT PROJECT

Based upon a similar program run by the Washington State Public Defenders, The Office of the Defender General uses specially trained workers to work for the attorneys representing parents or children in CHINS, Truancy and Delinquency cases. These workers improve our legal representation by providing a conduit between client and attorney. Additionally, the workers provide tremendous support in helping the families comply with caseplans and overcome barriers to appropriate reunification.

The worker works closely with the attorney for the parent or the child, usually helping the parent get necessary services early in the process. This is often a serious challenge. Waiting lists for housing, mental health services and substance abuse programs may be long and difficult to navigate. Our workers have been extremely successful in helping the client to: find housing; get medical and mental health services; access parenting classes; access transportation; attend visitation; and understand and participate in the process. By getting parents engaged in services early on in the process, the Family Support Project helps to minimize delay in the judicial process.

Workers are in close touch with the client and thus keep the attorney more up-to-date with the client's progress or any snags in accessing services. In that way, attorneys are better able to represent the clients in a timely manner. Often, the worker establishes a trusting relationship with the client who feels supported by having the worker attend team meetings and accompany them to court. A parent who understands the process and feels empowered can make better choices.

We believe that our workers have assisted parents in making enormous improvements towards achieving reunification by following the case plans. In the cases where the parent is not able to make the necessary changes in his or her behavior, the Family Support Worker may provide support for the parent during a voluntary relinquishment.

In truancy cases, our workers have been essential in determining the causes of the truancy and addressing them so that the child and family get the treatment that may be needed to keep the child in school. Sometimes, the child has not been identified correctly as a special education student. The workers advocate for assessment and proper IEP development in order to help the child succeed in school and thus lower drop-out rates. Dropping out of high school can increase the chances of a youth entering the juvenile or criminal justice system.

Similarly, in delinquency cases, the workers have been helpful in getting both needed medical care and up-to-date psychological assessments of the child where appropriate in order to assist the youth in making positive changes.

The Family Support Workers are not employees of the public defender system- they are hired on a case-by-case basis to work with a particular client. They are closely supervised by the attorney and by the Deputy Defender General.

To date we have Family Support Workers in Chittenden, Franklin/Grand Isle, Orleans, Caledonia, Washington, Rutland, and Windham Counties. The backgrounds of our workers range from MSWs, a Masters level therapist, a former Catholic Charities counselor and case manager for COTs, an attorney, and a former teacher. We are looking for more people as the need is great.

# Defender General's Family Support Project

## FY 2013 Report

**OVERVIEW:** The Family Support Project represented **77** families involving at least **118** children during Fiscal Year 2012-2103. The project spent \$68,238 in hours billed by its professionals, breaking down to a cost of \$886 per case.

**SERVICES:** Family Support Workers are assigned in the very difficult cases where clients battle multiple issues and have multiple needs, many of them interwoven with poverty. The issues clients face include: lack of access to housing, transportation, substance abuse treatment, mental health care, job opportunities and benefits. The Family Support Project has a track record of success in helping clients obtain these necessary services. At a time when affordable housing is scarce to non-existent and there are long waiting lists for treatment services, Family Support Workers have been remarkably successful in helping:

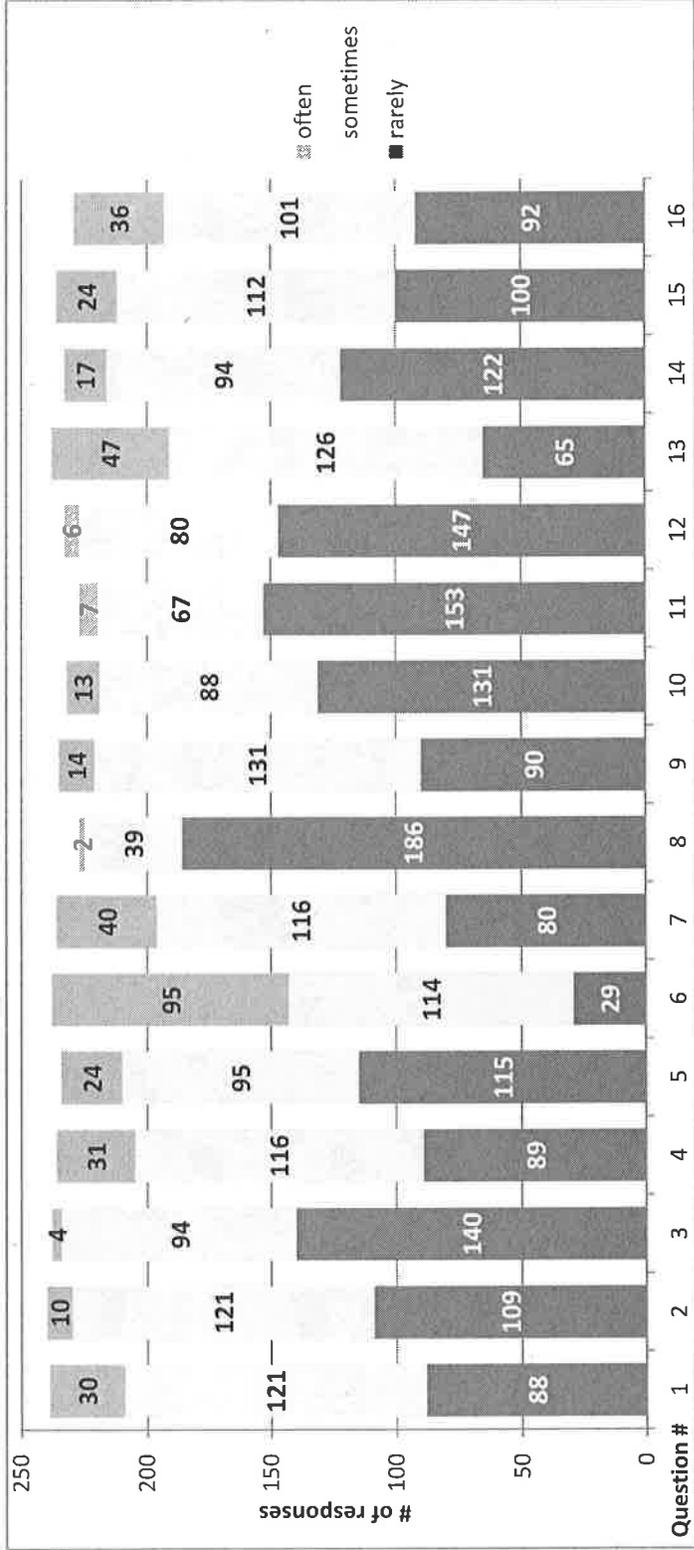
- ❖ **62 clients (80%) obtain substance abuse and/or mental health treatment**
- ❖ **35 clients (45%) obtain safe and stable housing**
- ❖ **Clients and their children in at least 73 instances access essential services such as food, transportation, benefits, medical care, daycare, and community support**
- ❖ **16 clients (21%) obtain and maintain jobs**

Family Support Workers have improved case outcomes. 74% of the cases have been reunited or are on track for reunification.

- ❖ **18 families have been reunited**
- ❖ **34 families are on track for reunification and are actively receiving support**
- ❖ **5 truancy cases have been successfully closed, and the children are back in school**
- ❖ **6 parents were supported in voluntarily relinquishing their parental rights; at least 2 of them so that family members could adopt their children**
- ❖ **14 parents had their parental rights terminated**

How frequently do the following factors cause delays in the court process? (rarely, sometimes, often)

Feb. 2013



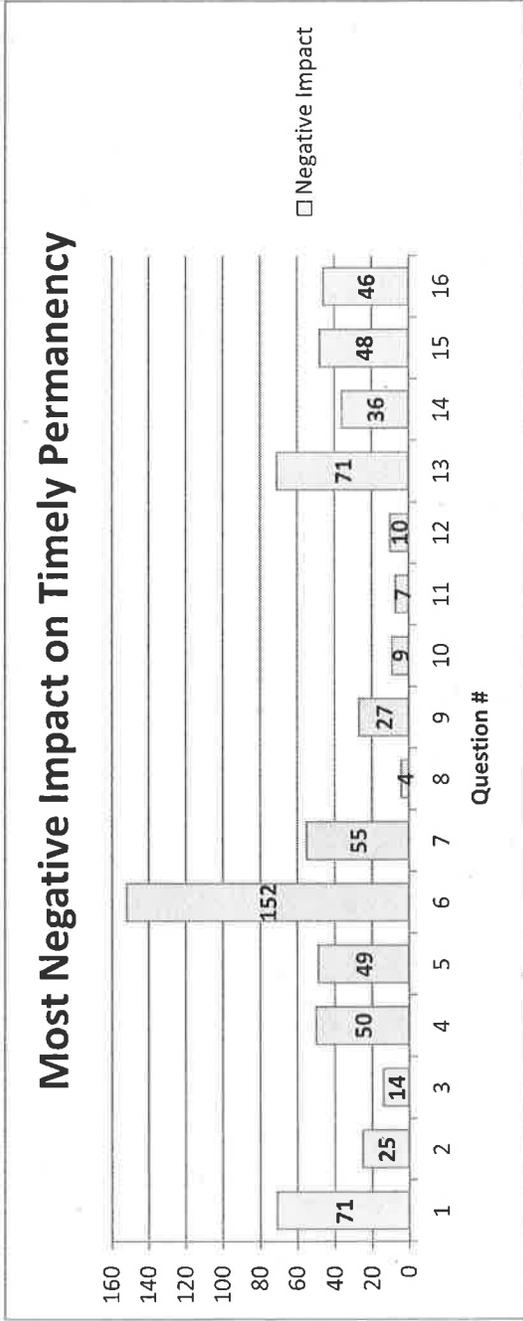
1. Failure to identify or locate parent
2. Lack of service on parent (failure to timely serve notice of hearing)
3. Delayed appointment of counsel for parent
4. Delayed paternity / genetic testing
5. Failure of DCF to file timely case plan.
6. Full court calendar (sooner dates not available)
7. Not enough time scheduled to finish a contested hearing
8. Availability of court interpreters
9. Concurrent criminal charges pending
10. Transport problems for incarcerated party
11. Transport problems for a youth at Woodside.
12. Technical challenges, e.g, phone partic. of incarcerated parties
13. Attorney scheduling conflicts (unavailability of attorneys)
14. Unnecessary requests for contested hearing time.
15. Caseworker other than the assigned worker covers hearing
16. Timely completion of ICPC home studies by other states

**Most often:** Full court calendar (#6) & Attorney scheduling conflicts (#13)  
**Frequency: sometimes + often:** insufficient time to finish contested hearings (#7), failure to identify/locate parent (#1), establishing paternity (#4), concurrent criminal charges (#9)

2005 VT Juvenile Court Reassessment Report, p. 58:  
 "The two most frequently cited causes of delays are inadequate court time due to a full court calendar and attorney scheduling conflicts."

The top three factors that most negatively impact timely permanency for children:

Feb. 2013

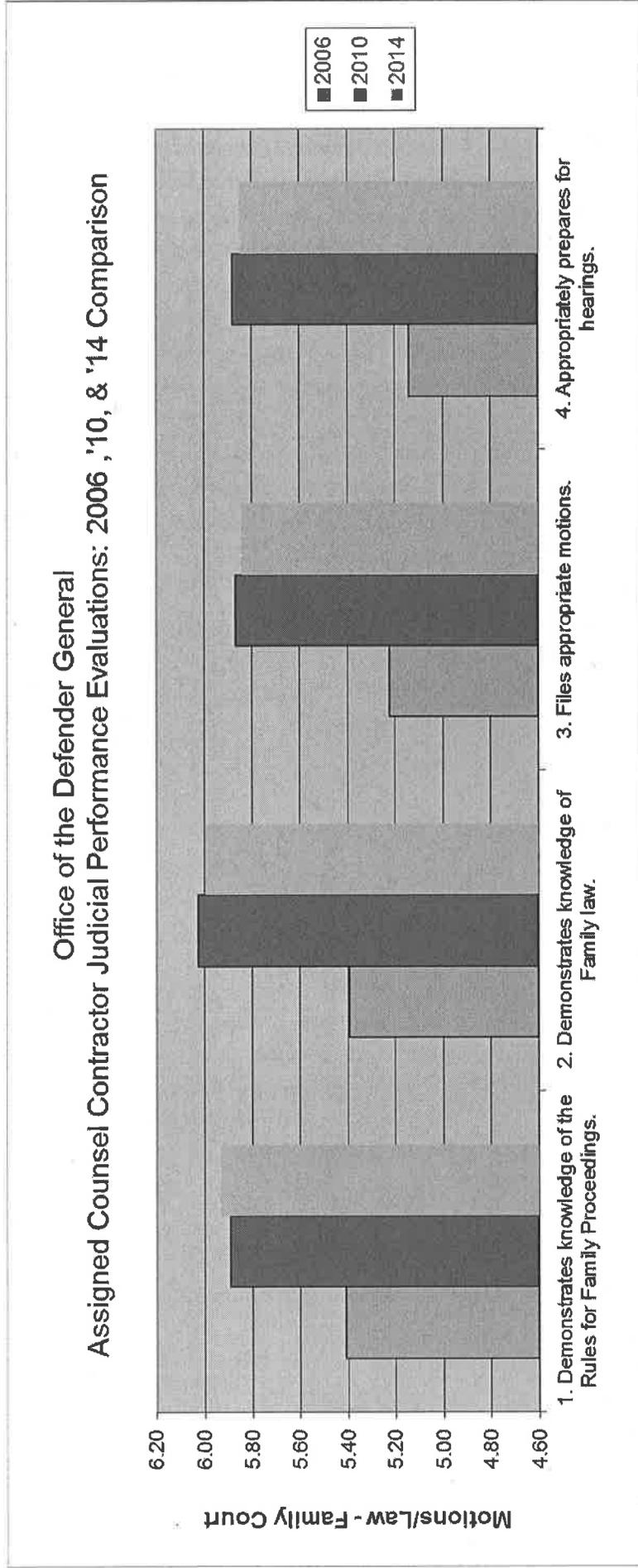


1. **Failure to identify or locate parent**
2. Lack of service on parent (failure to timely serve notice of hearing)
3. Delayed appointment of counsel for parent
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**ACC EVALUATION – FAMILY DIVISION: Questions asked and comparison of responses 2006, 2010, and 2014.**

**Motions / Law - Family Court**

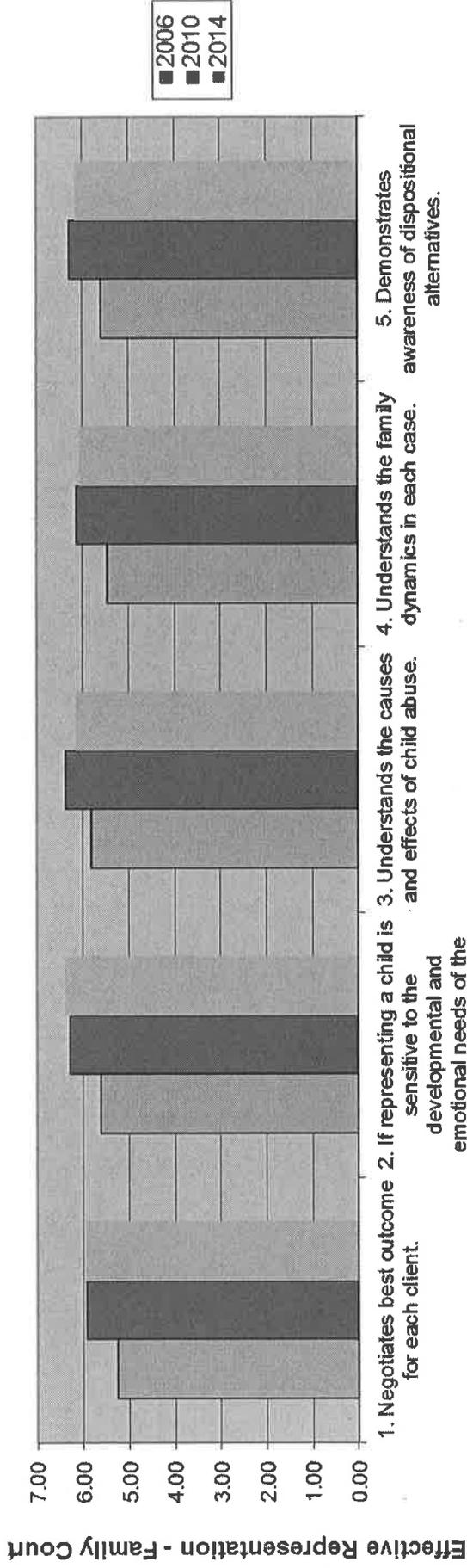
1. Demonstrates knowledge of the Rules for Family Proceedings.
2. Demonstrates knowledge of Family law.
3. Files appropriate motions.
4. Appropriately prepares for hearings.



**Effective Representation - Family Court**

1. Negotiates best outcome for each client.
2. If representing a child is sensitive to the developmental and emotional needs of the child.
3. Understands the causes and effects of child abuse.
4. Understands the family dynamics in each case.
5. Demonstrates awareness of dispositional alternatives.

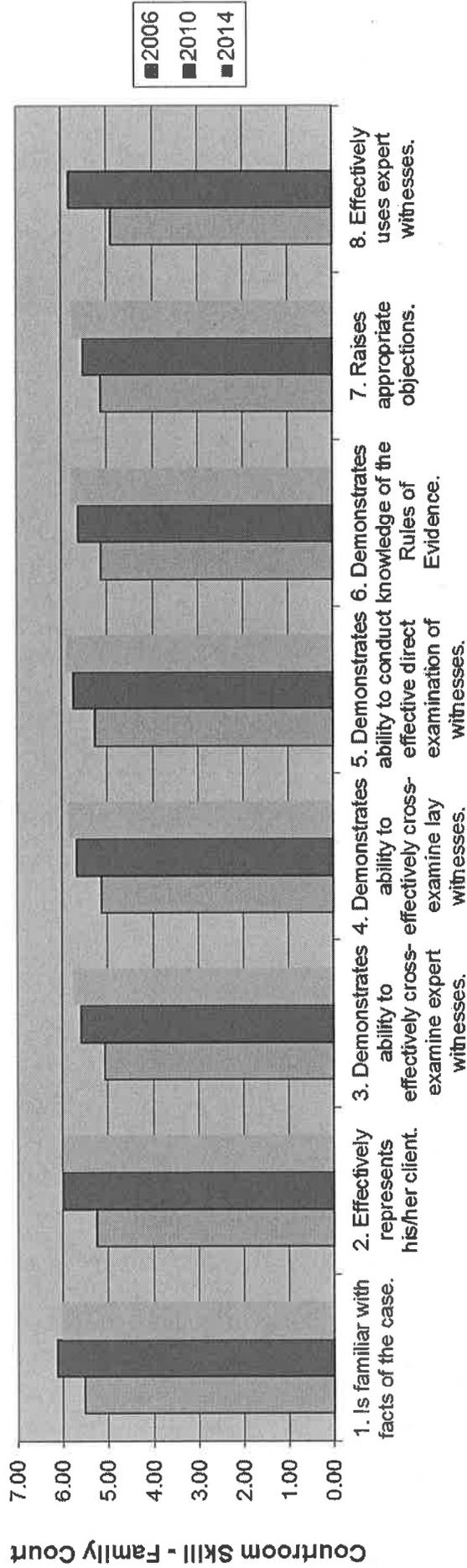
**Office of the Defender General  
Assigned Counsel Contractor Judicial Performance Evaluations: 2006, '10, & '14 Comparison**



### Courtroom Skill - Family Court

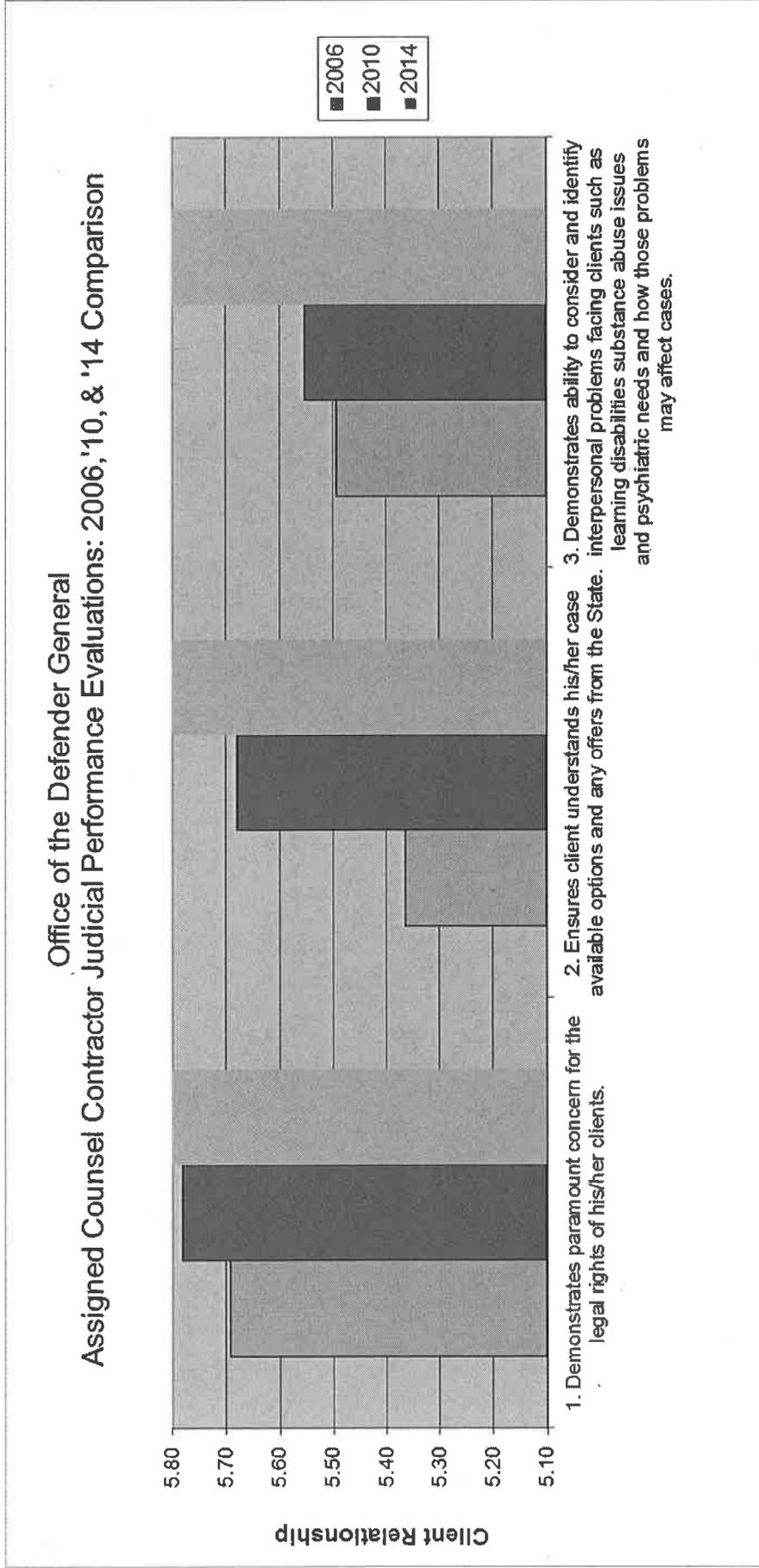
1. Is familiar with facts of the case.
2. Effectively represents his/her client.
3. Demonstrates ability to effectively cross-examine expert witnesses.
4. Demonstrates ability to effectively cross-examine lay witnesses.
5. Demonstrates ability to conduct effective direct examination of witnesses.
6. Demonstrates knowledge of the Rules of Evidence.
7. Raises appropriate objections.
8. Effectively uses expert witnesses.

Office of the Defender General  
Assigned Counsel Contractor Judicial Performance Evaluations: 2006, '10, & '14 Comparison



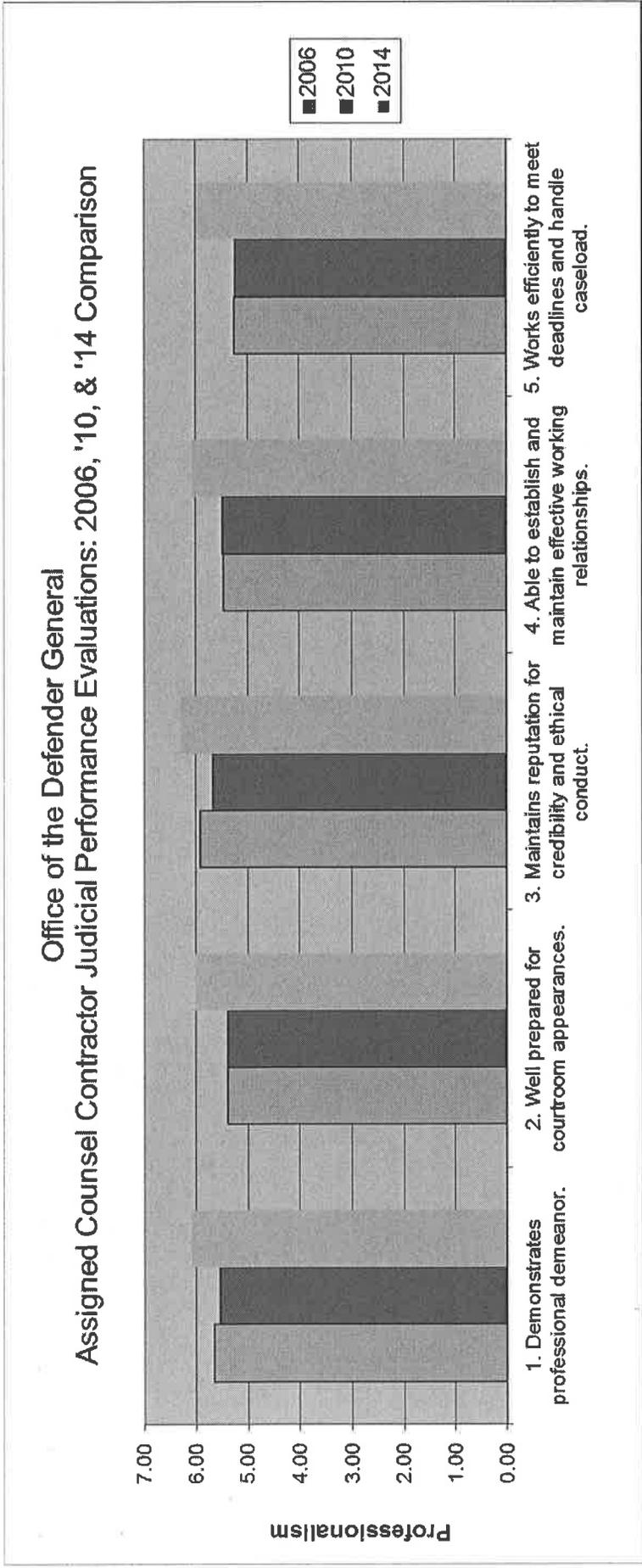
Client Relationship

1. Demonstrates paramount concern for the legal rights of his/her clients.
2. Ensures client understands his/her case available options and any offers from the State.
3. Demonstrates ability to consider and identify interpersonal problems facing clients such as learning disabilities substance abuse issues and psychiatric needs and how those problems may affect cases.



**Professionalism**

1. Demonstrates professional demeanor.
2. Well prepared for courtroom appearances.
3. Maintains reputation for credibility and ethical conduct.
4. Able to establish and maintain effective working relationships.
5. Works efficiently to meet deadlines and handle caseload.



# **Attorneys Wanted**

## **Public Defense and Assigned Counsel Contract Positions**

The Office of the Defender General is searching for attorneys to provide Public Defense and Assigned Counsel services under contract throughout the State of Vermont for Fiscal Year 2015, commencing July 1, 2014. These legal services are available to indigent defendants charged with crimes with the possibility of jail, to parties in juvenile proceedings in Family Court, in appellate cases before the Vermont Supreme Court, and in post-conviction relief cases. Available contracts include:

- Serious Felony Unit services.
- Public Defense appellate services.
- Public Defense caseload relief services.
- Public Defense state-wide on-call DUI services.
- Assigned counsel services in all counties throughout the state. Assigned counsel contractors provide quality legal services to persons entitled to be represented by a public defender, in cases in which the public defender in the county has a conflict of interest. These contracts range from a very small caseload in only criminal or juvenile cases, to full-time contracts covering both caseloads.
- Assigned Counsel appellate services.
- Assigned Counsel post-conviction relief services.
- Assigned Counsel Coordinator services.

Qualifications for public defense and assigned counsel contracts are current admission to the Vermont Bar, handicap accessibility to the practice, and a demonstrated ability to provide high quality representation with an emphasis on trial practice and courtroom skills while managing a heavy caseload. The contracts are performance based and provide for a monthly payment based on historical caseload.

For further information, including current rates of compensation and caseload statistics, please contact the Office of the Defender General (802-828-3160), or [lora.evans@state.vt.us](mailto:lora.evans@state.vt.us). The Office of the Defender General is an equal opportunity employer.

Send resume and cover letter to:  
Matthew Valerio, Defender General  
Office of the Defender General  
6 Baldwin Street, 4<sup>th</sup> Floor  
Montpelier, VT 05633-3301  
or e-mail to [lora.evans@state.vt.us](mailto:lora.evans@state.vt.us)

5/1/2014

STATE OF VERMONT  
STANDARD CONTRACT FOR SERVICES

Contract #

1. **Parties.** This is a contract for services between the State of Vermont, Office of the Defender General (hereafter called "State"), and \_\_\_\_\_, with its principal place of business in Brattleboro, Vermont, (hereafter called "Contractor"). Contractor's form of business organization is a private corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is assigned counsel services. Detailed services to be provided by the contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \_\_\_\_\_, which shall include reimbursement for expenses as set forth in Attachment B.
4. **Contract Term.** The period of contractor's performance shall begin on July 1, 2014, and end on June 30, 2015.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
  - Approval by the Attorney General's Office is required.
  - Approval by the Secretary of Administration is not required.
  - Approval by the CIO/Commissioner DII is not required.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** This contract may be canceled by either party by giving written notice at least 60 days in advance, except as provided in Attachment D,3.
8. **Attachments.** This contract consists of 13 pages including the following attachments which are incorporated herein:  
Attachment A – Specifications of Work to be Performed

Attachment B – Payment Provisions

Attachment C – “Standard State Contract Provisions” (revision date 11/7/2012).

Attachment D – Other Contract Provisions

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

By the State of Vermont:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Matthew F. Valerio, Defender General

Department: Office of the Defender General

By the Contractor:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Vendor No.

Title:

(End Standard State Contract for Services)

**Attachment A: Specifications of Work to Be Performed**

1. *Performance Work Statement.* For its part Contractor agrees to the following:

Goals and Objectives:

a) Perform all assigned counsel services originating by appointment of the State of Vermont Superior Court Windham Criminal, Family and Civil Divisions pursuant to Chapter 163 of Title 13, Vermont Statutes Annotated. Such appointments shall and may include juvenile matters only, where a conflict of interest exists for the public defender. Upon reasonable advance notice to the Contractor, Contractor also shall provide representation for juveniles in state custody in matters relating to emergency detention hearings and post-adjudication hearings heard in juvenile court and administrative reviews, or for adult parties in connection with such hearings, where the public defender or juvenile defender has a conflict of interest, notwithstanding that the original assignment by the juvenile court was made prior to the commencement of this contract. Such appointments shall not include adult criminal cases; appeals; civil commitments; and representation of those persons sentenced to the custody of the Commissioner of Corrections.

Contractor understands and agrees that only those juvenile matters that are a conflict of interest for the two primary juvenile contractors will be assigned to Contractor, with the remainder of the services to be performed by another contractor. Contractor's compensation shall not be increased or decreased because the hours spent in performing these services are more or less than another contractor's. Division of assignments shall be accomplished by the clerk of the court, with review by the Defender General and/or the Assigned Counsel Coordinator.

Contractor agrees to complete representation of all clients assigned during the period of performance of this contract, unless otherwise ordered by the Defender General, or his designee, the Assigned Counsel Coordinator, even though said representation continues beyond the period of performance of this contract.

Contractor shall perform these services following the professional standards prescribed by 13 V.S.A. Section 5253(b)(1), the Vermont Rules of Professional Conduct, and Title 13 Chapter 163, Public Defenders.

Contractor shall perform these services following the professional standards prescribed by 3 V.S.A. Section 5253( b) Contractor shall maintain caseload records as prescribed by the Defender General, including information on cases added, and complete a monthly added cases reporting form

that lists each added case. Such caseload forms shall be submitted to the Office of the Defender General within thirty days from the end of every month.

ses if, in his opinion, such action is required because of the contractor's caseload, consistent with 13 V.S.A. §§5205 and 5274, and the Vermont Rules of Professional Conduct.

b) Contractor shall maintain caseload records as prescribed by the Defender General, including information on cases added, and complete a monthly added cases reporting form that lists each added case. Such caseload forms shall be submitted to the Office of the Defender General within thirty days from the end of every month.

c) Contractor and persons employed by or associated with Contractor in the practice of law under this section shall attend and participate in training sessions and meetings as directed by the Defender General.

d) Contractor and any attorney who provides legal services under this contract shall participate upon notice from the Defender General with the public defenders in providing telephone coverage for nighttime and weekend police calls, including, but not limited to, calls involving DWI processing.

e) Neither Contractor nor any partner or employee shall forego representation on an assigned case to represent a private client with a related criminal or juvenile case. It is further agreed that preliminary representation at arraignment of a potential assigned counsel client, who subsequently is not assigned counsel at state expense, shall be a bar to private representation by Contractor's office, unless that client seeks and is refused representation by one member of the private bar engaged in the practice of criminal law.

Outcomes: The outcomes of this contract are the resolution of cases assigned to contractor following the professional standards prescribed by 13 V.S.A. Section 5253(b)(1), the Vermont Rules of Professional Conduct, and Title 13 Chapter 163, Public Defenders.

Evaluation Criteria: Contractor's performance shall be measured by:

a) The assigned counsel contractor evaluation process which includes feedback from judges.

b) Completion of caseload records as specified above in 1b).

c) Attendance at Defender General training sessions as specified above in 1c).

Penalties:

a) Payments may be withheld in whole or in part in the event of failure by the Contractor to comply with any term of the contract.

b) After providing notice to the Contractor, the Defender General, in his sole discretion, may immediately terminate this contract at any time for cause. Cause may include, but shall not be limited to, the failure of the contractor to adequately represent the client consistent with the Vermont Rules of Professional Conduct, failure of the contractor to adhere to professional standards established by the Defender General consistent with Title 13 V.S.A. Section 5253, or failure to otherwise perform duties established by the terms of this contract.

**Attachment B: Payment Provisions**

1. **Payment Provisions.**

a) **Monthly Payment** In consideration of the services to be provided by Contractor, State agrees to pay Contractor \_\_\_\_\_ in twelve monthly installments of one thousand \_\_\_\_\_, commencing on or about the first day of July, 2014, and thereafter on or about the first of each succeeding month.

Contractor will submit a bill or invoice on or about the 15<sup>th</sup> of the month for the following month's services to:

Gail Dickinson, Financial Specialist  
Office of the Defender General  
6 Baldwin Street, 4<sup>th</sup> Floor  
Montpelier, VT 05633-3301

Payments may be withheld in whole or in part in the event of failure by the Contractor to comply with any term of the contract.

b) **Life Term Imprisonment or Major Felony Cases.** In the event that Contractor is assigned to represent on an ongoing basis an individual charged with one or more counts of a life term imprisonment or major felony case as defined in Administrative Order No. 4, Contractor may request additional compensation to the Defender General.

2. **Costs Not Chargeable to Contractor.** The State shall pay third party providers directly for all categories and classifications of non-attorney services provided by other than Contractor and/or employees to assigned clients of the Contractor. These services shall include, but are not limited to, the following:

Specialized Investigator Service (e.g., Handwriting analysis, arson investigation, accident reconstruction)  
Transcribers  
Expert Evaluations  
Interpreters  
Witnesses, Expert Witnesses  
Service of Process by Deputy Sheriffs

The State shall also pay third party providers directly for operating expenses including, but not limited to, the following:

Third Party Copying Fees

All categories of service and expense cited in Paragraph 2 shall be paid by the State and shall not be charged to the Contractor by the State of Vermont or any agent, division, or department thereof.

Any costs not chargeable to Contractor must have prior approval by the Assigned Counsel Coordinator. Failure to receive such prior authorization shall nullify the State's obligation to pay that charge.

**3. *Costs Reimbursable to Contractor.***

The State shall reimburse Contractor for the following expenses:

Long-distance telephone calls

The State shall reimburse contractor for reasonable and necessary travel expenses incurred in performance of this contract, as follows: The State will reimburse contractor for use of a privately owned vehicle at the rate established by the federal General Services Administration (currently .56 per mile), for authorized automobile mileage actually and necessarily traveled in the performance of duties in connection with this contract, except for mileage to and from the court.

All claims for reimbursement of expenses must be submitted to the Office of the Defender General with supporting documentation within three (3) months of having incurred the expense, or the claim shall be deemed waived by Contractor and any partner or employee providing services under this contract.

**4. *Costs Chargeable to Contractor.*** Contractor shall be responsible, notwithstanding Paragraph 2 above, for providing such services and expenses as the following:

- Standard Defense Investigative Services
- Telephone (basic charges and local calls)
- Postage
- Office Supplies
- Rent and Maintenance
- Equipment Repair and Maintenance
- Photocopying

## ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or

losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the

State of Vermont whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

A single audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

**10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

**12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and

fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

**16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

**18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

**Attachment D: Other Contract Provisions**

1. ***Powers of the Defender General.*** The Defender General shall have the right to disapprove the participation of any attorney or any partner in the services provided in this contract. Contractor agrees to seek prior approval for participation by additional attorneys following commencement of this contract.
2. ***Supervision of Contractor.*** The Defender General may not supervise or control in any way the representation of persons receiving legal services as defined in this contract. All requests for expenditures of funds in connection with these services shall be addressed to the Assigned Counsel Coordinator, as provided in Attachment B.
3. ***Termination.*** This contract may be terminated by either party with sixty (60) days prior notice in writing. After providing notice to the Contractor, the Defender General, in his sole discretion, may immediately terminate this contract at any time for cause. Cause may include, but shall not be limited to, the failure of the contractor to adequately represent the client consistent with the Vermont Rules of Professional Conduct, failure of the contractor to adhere to professional standards established by the Defender General consistent with Title 13 V.S.A. Section 5253, or failure to otherwise perform duties established by the terms of this contract. The Defender General, upon notification of termination by either party, may immediately terminate assignment of new cases.
4. ***Files.*** All files of persons provided representation under this contract shall be retained or disposed of according to the directions of the Defender General.
5. ***Professional liability insurance.*** Before commencing work on this contract the Contractor must provide professional liability insurance for any and all services performed under this contract, with minimum coverage of \$500,000.00 per occurrence. Contractor shall provide proof of said professional liability insurance by forwarding to the Defender General a copy of the certificate of coverage. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State through the term of this contract. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the State. Upon termination of a contract for any reason, the contractor shall maintain insurance in place to cover any acts or omissions which occurred during the term of the contract for a period of six (6) years from the date the contract is terminated.

6. ***Automotive Liability Insurance Amendment.*** Attachment C, Paragraph 7, Automotive Liability, is amended to read: The Contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with this contract. Limits of coverage shall not be less than \$300,000 combined single limit.

7. ***Integration.*** This contract constitutes the entire agreement between the parties on this subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. No amendments to this contract shall be effective unless in writing and signed by duly authorized representatives of both parties.

## STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Office of the Defender General (hereafter called "State"), and \_\_\_\_\_, with its principal place of business in \_\_\_\_\_, Vermont, (hereafter called "Contractor"). Contractor's form of business organization is a \_\_\_\_\_. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is public defense services. Detailed services to be provided by the contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \_\_\_\_\_, which shall include reimbursement for expenses as set forth in Attachment B.
4. **Contract Term.** The period of contractor's performance shall begin on July 1, 2013, and end on June 30, 2016.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
  - Approval by the Attorney General's Office is required.
  - Approval by the Secretary of Administration is required.
  - Approval by the CIO/Commissioner DII is not required.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** This contract may be canceled by either party by giving written notice at least 60 days in advance, except as provided in Attachment D,2.
8. **Attachments.** This contract consists of 12 pages including the following attachments which are incorporated herein:  
Attachment A – Specifications of Work to be Performed

Attachment B – Payment Provisions

Attachment C – “Standard State Contract Provisions,” a preprinted form (revision date 11/7/2012).

Attachment D – Other Contract Provisions

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

By the State of Vermont:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Matthew F. Valerio, Defender General

Department: Office of the Defender General

By the Contractor:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Vendor No.

Title:

(End Standard State Contract for Services)

## **Attachment A: Specifications of Work to Be Performed**

1. *Work Statement.* For its part Contractor agrees to the following:

a) Perform under the direction of the Defender General public defender services originating by appointment of the \_\_\_\_\_ District, Family and Superior Courts pursuant to Chapter 163 of Title 13, Vermont Statutes Annotated. Contractor agrees to provide representation in juvenile matters, including adult criminal cases transferred to juvenile court. Such appointments shall not include civil commitments, appeals, and representation of those persons sentenced to the custody of the Commissioner of Corrections.

Services shall include representation for juveniles in state custody in matters relating to emergency detention hearings and post-adjudication hearings heard in juvenile court and administrative reviews, or for adult parties in connection with such hearings, notwithstanding that the original assignment by the juvenile court was made prior to the commencement of this contract.

The Defender General, may in his sole discretion, request that the court assign additional or replacement counsel in individual cases if, in his opinion, such action is required because of the contractor's caseload, consistent with 13 V.S.A. §§5205 and 5274, and Rule 1.1 of the Model Rules of Professional Conduct.

In the event that a subsequent contract for services is not entered into by the parties, Contractor shall transfer all pending cases as directed by the Defender General.

b) Maintain caseload records as prescribed by the Defender General, and ensure that case reports are completed personally by the attorney of record. Such caseload records shall be submitted to the State within thirty days from the end of every month.

c) Contractor and persons employed by or associated with Contractor in the practice of law under this section shall attend and participate in training sessions and meetings as directed by the Defender General.

d) Contractor and any attorney who provides legal services under this contract shall participate upon notice from the Defender General with the public defenders in providing telephone coverage for nighttime and weekend police calls, including, but not limited to, calls involving DWI processing.

e) Contractor and any partner or employee who otherwise engages in the practice of criminal law shall do so pursuant to guidelines established by the Defender General.

f) Contractor shall participate in the Defender General's contractor evaluation process.

## **Attachment B: Payment Provisions**

### **1. Payment Provisions.**

a) **Monthly Payment** In consideration of the services to be provided by Contractor, State agrees to pay Contractor \_\_\_\_\_ in thirty-six monthly installments \_\_\_\_\_, commencing on or about the first day of July, 2013, and thereafter on or about the first of each succeeding month.

Contractor will submit a bill or invoice on or about the 15<sup>th</sup> of the month for the following month's services to:

Gail Dickinson, Financial Specialist  
Office of the Defender General  
6 Baldwin Street, 4<sup>th</sup> Floor  
Montpelier, VT 05633-3301

Payments may be withheld in whole or in part in the event of failure by the Contractor to comply with any term of the contract.

**2. Costs Not Chargeable to Contractor.** Contractor shall not be liable for payment of any and all categories and classifications of non-attorney services provided by other than Contractor and/or employees to assigned counsel clients of the Contractor. These services shall include, but are not limited to, the following:

Specialized Investigator Service (e.g., Handwriting analysis, arson investigation, accident reconstruction)  
Court Reporters  
Expert Evaluations  
Deputy Sheriffs

Contractor also shall not be liable for operating expenses including, but not limited to, the following:

Film and Film Processing  
Witnesses, Expert Witnesses, and Subpoenae  
Books, Supplements, and Subscriptions  
Third Party Copying Fees

All categories of service and expense cited in Paragraph 2 shall be paid by the State and shall not be charged to the Contractor by the State of Vermont or any agent, division, or department thereof.

The State shall reimburse Contractor for reasonable and necessary expenses incurred in performance of this contract, as follows: mileage, in accordance with state reimbursement offered to state employees.

Any expenses incurred by Contractor under this section, except for in-state travel, must have prior approval by the Defender General or his designee. Failure to receive such prior authorization shall nullify the State's obligation to pay that charge.

All claims for reimbursement of personal expenses must be submitted to the Office of the Defender General with supporting documentation within three (3) months of having incurred the expense, or the claim shall be deemed waived by Contractor and any partner or employee providing services under this contract.

3. ***Costs Chargeable to Contractor.*** Contractor shall be responsible, notwithstanding Paragraph 2 above, for providing such services and expenses as the following:

- Standard Defense Investigative Services
- Telephone
- Postage
- Office Supplies
- Rent and Maintenance
- Repair and Maintenance of Equipment
- Photocopying

#### **Attachment D: Other Contract Provisions**

1. ***Powers of the Defender General.*** The Defender General shall have veto power over the hiring of any employee or the addition of any partner who handles, in whole or in part, legal services defined in paragraph 1 of this agreement, and shall have supervision and control of the representation of persons receiving legal services as defined in paragraph 1 of this agreement.
2. ***Termination.*** This contract may be terminated by either party with sixty (60) days prior notice in writing. After providing actual notice to the Contractor, the Defender General, in his sole discretion, may immediately terminate this contract at any time for cause. Cause may include, but shall not be limited to, the failure of the contractor to adequately represent the client consistent with the Code of Professional Responsibility, failure of the contractor to adhere to professional standards established by the Defender General consistent with Title 13 V.S.A. Section 5253, or failure to otherwise perform duties established by the terms of this contract. The Defender General, upon notification of termination by either party, may immediately terminate assignment of new cases.
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