



STANDARD CONTRACT FOR INDIGENT DEFENSE SERVICES

The terms of any contract between a county and independent contract attorney must avoid any actual or apparent financial disincentives to the obligation of an attorney to provide clients with competent legal services. The terms of any contract between the county must “identify the appointing authority, contracting authority, and contractor.” Reg. Sec. 42(1)(a).

The [City, County, State], referred to as “the Contracting Authority,” and [law firm or non-profit organization], referred to hereafter as “the Contractor,” agree to the provisions of public defense services as outlined below for the period [date] to [date].

The Contracting Authority Administrator is [], and the Managing Director of the Contractor is [].

Following are the underlining bases for the Contract:

1. The right to counsel in criminal cases is protected by the Sixth and Fourteenth Amendments to the United State Constitution; Article 1, Section 8 of the Nevada Constitution, and Nevada Revised Statutes (hereinafter “NRS”) §§ 171.188 and 178.397.

2. The Contracting Authority desires to have legal services performed for eligible persons entitled to public representation in _____ [City, County, State] by the Contractor, as authorized by law.

3. The Contractor agrees to provide, and the Contracting Authority agrees to pay for, competent, zealous representation to its clients as required by Nevada Rules of Professional Responsibility and the Regulations of the Board of Indigent Defense Services.

4. The Contracting Authority and the Contractor agree that all funds provided pursuant to this Contract are provided for the sole purpose of provision of indigent defense services to eligible clients of the Contractor.

The Parties agree as follows:

I. DEFINITIONS

The following definitions control the interpretation of this Contract:

- A. Appointing Authority: means the judge, justice or master of a court of law.
- B. Eligible client: means a defendant, juvenile, or parent has been determined by a finding by the Appointing Authority to be entitled to a court-appointed attorney pursuant to NRS 62D.030, 62D.100, 171.188.
- C. Case; Final Adjudication: “Case” shall have the meaning prescribed to it in Temporary Regulations of Board of Indigent Defense Services [“Reg.”] Sec. 5. Completion of a case occurs upon final adjudication. “Final adjudication” shall have the meaning prescribed to it in Reg. Sec. 46(4)(d).
- D. Representational Services: The services for which the Contracting Authority is to pay the Contractor are “representational services,” including lawyer services and appropriate support staff services, investigation and appropriate sentencing advocacy and social work services, and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other Contractor and court regarding possible dispositions, and preparation for and appearance at all court proceedings. The services for which the Contracting Authority is to pay the Contractor do not include capital cases; cases in which the most serious crime is a felony punishable by life, with or without the possibility of parole; or extraordinary expenses incurred in the representation of eligible clients.
- E. Other Litigation Expenses: “Other Litigation Expenses” shall mean those expenses which are not part of the contract with the Contractor, including investigations, expert witness services, language translators, laboratory analysis, and other forensic services. It is anticipated that payment for such expenses will be provided as set forth in the County’s Model Plan for the Provision of Indigent Defense Services.
- F. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but not obtained.

II. DURATION OF CONTRACT

The contract terms must “specify the terms of the contract, including duration, any provision for renewal, and a provision for terminating the contract by either party.”
Reg. Sec. 42(1)(b).

This Contract shall commence on [DATE] and terminate on [DATE], unless extended or terminated earlier in a manner allowed by this Contract.

A contract may be extended or renewed in the following manner:

III. INDEPENDENT CONTRACTOR

The Contractor is, for all purposes arising out of this Contract, an independent contractor, and neither the Agency nor its employees shall be deemed employees of the Contracting Authority. The Contractor shall complete the requirements of this Contract according to the Contractor's own means and methods of work, which shall be in the exclusive charge and control of the Contractor and which shall not be subject to control or supervision by the Contracting Authority, except as specified herein.

IV. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

The Contractor agrees that it has secured or will secure at the Contractor's own expense, all person, employees, and equipment required to perform the services contemplated/ required under this Contract.

V. MINIMUM QUALIFICATION FOR CONTRACTOR ATTORNEYS AND PERFORMANCE REQUIREMENTS

The terms of the contract must:

- Specify the category of cases in which the contractor is to provide services. Reg. Sec. 42(1)(c).
- Specify the minimum qualifications during the term of the contract. The qualifications shall equal or exceed the qualifications provided in the regulations of the Board of Indigent Defense Services. If a contract covers services provided by more than one attorney, qualifications may be graduated according to the seriousness of offense and each attorney shall be required to maintain only those qualifications establish for the offense level(s) for which the attorney is approved to provide indigent defense services. Reg. Sec. 42(1)(d).
- Identify the attorney(s) who will perform legal representation in each category of case covered by the contract and include a provision that ensures consistency in representation. Reg. Sec. 42(1)(e).
- Set the maximum workload each attorney may be required to handle pursuant to the contract based upon the applicable workload guidelines determined by the Board in accordance with Section 44 and require the reporting of indigent defense data in accordance with Sections 46 and 47. Reg. Sec. 42(1)(f).
- In accordance with Section 29, require that the contractor provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable regulations, laws, Rules of Professional Conduct, and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411. Reg. Sec. 42(1)(g).
- State a policy to assure that the contractor and its attorneys do not provide representation to defendants when doing so would involve a conflict of interest. Reg. Sec. 42(1)(h).

- A. To ensure that the ability, training, and experience of a Contractor Attorney in a matter matches the complexity of a case, a Contractor Attorney must demonstrate compliance with the standards and regulations of the Board of Indigent Defense Services pertaining to training, education, and qualifications. A Contractor Attorney may only practice in the areas of indigent defense for which the Contracting Attorney is qualified by the Department of Indigent Defense Services.
- B. The Contractor agrees to provide representational services in the following categories of cases. (The Contractor must identify the attorney(s) who will perform legal representation in each category of case covered by the contract.)

Misdemeanor Proceedings:

Category B offense for which the maximum penalty is less than 10 years, C, D, E felony or Gross Misdemeanor proceedings:

Category B offenses for which the maximum penalty is 10 years or more.

Non-capital category A offenses, to be paid the statutory hourly rate in accordance with NRS 7.125.

Capital cases, to be paid the statutory hourly rate in accordance with NRS 7.125

Appeals

Capital Appeals

Juvenile Delinquency and In Need of Supervision Proceedings

- C. Failure on the part of the Contractor Attorney to use staff with the appropriate amount of experience or to supervise appropriately its attorneys shall be considered a material breach of this Contract. Failure on the part of the Contracting Authority to provide adequate funding to attract and retain experienced staff and supervisor(s) shall be considered a breach of this Contract.
- D. The Contractor agrees to staff its cases according to the following provisions:

- a. As set forth in the County's Plan for the Provision of Indigent Defense Services, the Contractor may receive assistance from associate attorneys, mentees, or other approved attorneys in carrying out his/her responsibilities however, the Contractor shall ensure, to the greatest extent possible, consistency in the representation of indigent defendants so that the same attorney represents a defendant through every stage of the case without delegating the representation to others, except that administrative or other tasks which do not affect the rights of the defendant may be delegated.
- b. The Contractor agrees to comply with the County's Plan for the Provision of Indigent Defense Services and the Regulations, including Section 29 and 39.
- c. Conflicts of interest may arise in numerous situations in the representation of indigent defendants. The Contractor agrees to screen all cases for conflict upon assignment and throughout the discovery process. The Contractor will refer to the Nevada Rules of Professional Conduct, as interpreted by the State Bar of Nevada and/or opinions of the state judiciary, and to the American Bar Association Standard for Criminal Justice in order to determine the existence and appropriate resolution of conflicts. If a conflict is determined to exist, counsel will promptly file a Motion to Withdraw with the Court pursuant to NRS 7.115 or follow the procedure for handling conflicts of interest provided in the plan for provision of indigent defense services.
- d. It is agreed that the Contractor will participate in any Department workload study to determine an appropriate caseload. Prior to the completion of a workload study, the Contractor shall reasonably comply with the workload guidelines as determined by the Board of Indigent Defense Services.
- e. The Contractor may use legal interns. If legal interns are used, they will be used in accordance with Nevada Supreme Court Rule (hereinafter "SCR") 49.5.
- f. The Contractor agrees that it will consult with experienced counsel as necessary and will provide appropriate supervision for all its staff.
- g. The Contractor agrees to conduct an independent investigation of the charges as promptly as practicable and, if appropriate, retain an investigator to assist with the defense of the client as set forth in the County's Plan for the Provision of Indigent Defense Services.
- h. If the Contractor is to be responsible for representing defendants in capital litigation, the following provisions apply: Appointment of attorneys to represent defendants charged in capital cases shall comport with SCR 250 and ADKT 0411. Two lawyers must be appointed as soon as possible in all open murder cases which are reasonably believed to result in a capital

charge. Capital cases typically require the full-time equivalent of one investigator and mitigation specialist. *See* ADKT 0411, Standard 2-1.

- i. The Contractor will provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable regulations, laws, Rules of Professional Conduct, and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2009 and Nevada Supreme Court Order in Administrative Docket 411.

E. Significant Changes.

Significant increases in work resulting from changes in court calendars, including the need to staff additional courtrooms, shall not be considered the Contractor's responsibility within the terms of this Contract. Any request by the courts/appointing authority for additional attorney services because of changes in calendars or work schedules will be negotiated separately by the Contractor and Contracting Authority and such additional services shall only be required when funding has been approved by the Contracting Authority, and payment arranged by contract modification.

VI. ATTORNEY TRAINING

Ongoing professional training is a necessity in order for an attorney to keep abreast of changes and developments in the law and assure continued rendering of competent assistance of counsel. Attorneys providing indigent defense services shall annually complete a minimum of five (5) hours of CLE courses relevant to the areas of indigent defense services in which they practice.

VII. ATTORNEY EVALUATION

Oversight of the Contracting Authority and Contractor in matters such as interpretation of indigent defense standards, recommendation of compensation and reasonable caseloads, and response to community and client concerns, shall be provided by the Department of Indigent Defense Services [hereinafter "the Department"] as set forth in NRS 180.400, et. seq.

In conducting the review, the Department may obtain information from a variety of sources including client feedback, client surveys, other providers of indigent defense services, office staff, judicial personnel, observation of a deputy director of the Department, and statistical data provided to the Department pertaining to attorney workload. The Contractor will ensure that any client-surveys authorized by the Board are provided to clients at the conclusion of the representation.

VIII. COMPENSATION AND METHOD OF PAYMENT

The terms of the contract must:

- Specify how investigative services, expert witnesses, and other case-related expenses that are reasonably necessary to provide competent representation will be made in accordance with applicable regulations and laws. Reg. Sec. 42(1)(i).
- Provide compensation at a reasonable hourly rate that is comparable to the hourly rate provided to local prosecutors with similar experience and considers overhead, expenses, and costs relating to significant attorney travel. Reg. Sec. 42 (j).

- A. Compensation will be provided at a reasonable hourly rate that is comparable to the hourly rate provided to local prosecutors with similar experience and considers overhead, expenses, and costs relating to significant attorney travel. Reg. Sec. 42(1)(j). (See Exhibit A, if appropriate).
- B. For the term of this contract, the Contracting Authority shall pay the Contractor a rate of \$_____ (_____ hours times \$_____ per hour) for work performed, excepting capital cases and cases in which the most serious charge may be punished by life imprisonment. Payments will be made on a monthly basis.
- C. Capital and Life Cases: Capital cases or cases where the most serious crime is punishable by life imprisonment, with or without the possibility of parole, shall be paid the appropriate statutory hourly rate. *Id.* Workloads under this contract should be adjusted in accordance with the Board's regulation pertaining to attorney workloads when the Contractor undertakes a capital case or case where the most serious crime is punishable by life imprisonment. The Contractor and Contracting Authority may agree to a reduction in other cases in lieu of additional compensation for capital or life cases.
- D. Additional Compensation: The Contractor may seek additional compensation where the attorney/legal assistant/ support staff hours exceed the hours specified in this agreement. Requests for additional compensation must be submitted as set forth in the County's Model Plan for the Provision of Indigent Defense Services.
- E. Other Litigation Expenses: The defendant has the right to proper investigation of his/her case and for the appointment of expert witnesses when necessary for the reasonable defense of his/her case. Requests for

other litigation expenses shall be submitted/paid as set forth in the County's Plan for the Provision of Indigent Defense Services.

- F. In the event of Contractor failure to substantially comply with any items and conditions of this Contract or to provide in any manner the work or services as agreed to herein, the Contracting Authority reserves the right to withhold any payment until corrective action has been taken or completed. This option is in addition to and not in lieu of the Contracting Authority's right to termination of this Contract.

IX. REQUEST FOR CONTRACT MODIFICATIONS

The Contractor may submit a request for modification to the Contracting Authority in order to request supplemental funding if the Contractor finds that the funding provided by the Contract is no longer adequate to provide the services required by the Contract. Such a request shall be based on an estimate of actual costs necessary to fund the cost of services required and shall reference the entire Contractor budget for work under this Contract to demonstrate the claimed lack of funding. Contracting Authority shall respond to such a request within 30 days of receipt. Should such supplemental funding not be approved, Contracting Authority shall notify the Contractor within 30 days of the finding of the request that the supplemental funds shall not be available.

X. REPORTS AND INSPECTIONS

This Contractor agrees to comply with the County's Plan for the Provision of Indigent Defense Services and cooperate with the Department as set forth in Reg. Sec. 44-47. Failure to submit required reports may be considered a breach of this contract and may result in the Contracting Authority withholding payment until the required reports are submitted and/or invocation of the Corrective Action procedures.

XI. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The Contractor agrees to maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of services performed in the performance of this Contract, including the time spent by the Contractor on each case.
- B. The Contractor agrees to maintain records which sufficiently and properly reflect all direct and indirect costs of any subcontracts or personal service contracts. Such records shall include, but not be limited to, documentation of any funds expended by the Contractor for said personal service contracts or subcontracts, documentation of the nature of the service rendered, and records which demonstrate the amount of time spent by each subcontractor personal service contractor rendering service pursuant to the subcontract or personal service contract.

- C. The Contractor shall have its annual financial statements relating to this Contract audited by an independent Certified Public Accountant and shall provide the Contracting Authority with a copy of such audit no later than the last working day in March for inclusion in the County's May 1 Annual Report to the Department pursuant to NRS 260.070. The independent Certified Public Accountant shall issue an internal control or management letter and a copy of these findings shall be provided to the Contracting Authority along with the annual audit report. All audited annual financial statements shall be based on the accrual method of accounting for revenue and expenditures. Audits shall be prepared in accordance with Generally Accepted Auditing Standards and shall include balance sheet, income statement, and statement of changes in cash flow.
- D. Records shall be maintained for a period of 5 years after termination of this Contract unless permission to destroy them is granted by the Contracting Authority.

XII. HOLD HARMLESS AND INDEMNIFICATION

- A. The Contracting Authority assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the Contractor to Contractor employees or others by reason of the Contract. The Contractor shall protect, indemnify, and save harmless the Contracting Authority, the Department, their officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, offering or resulting from Contractor's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the Contracting Authority's wrongful withholding of funds due under this Contract.
- B. The Contractor agrees that it is financially responsible and liable for and will repay the Contracting Authority for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the Contractor, its officers, employees, representatives or agents.

XIII. INSURANCE

Without limiting the Contractor's indemnification, it is agreed that the Contractor shall maintain in force, at all times during the performance of this Contract, a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance

The Contractor shall maintain continuously public liability insurance with limits of liability not less than: \$ _____ for each person, personal injury, \$ _____ for each occurrence, property damage, liability, or a combined single limit of \$ _____ for each occurrence, personal injury and/or property damage liability.

B. Professional Liability Insurance

The Contractor shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with the Contractor which constitute professional services in the performance of this Contract.

For purposes of this Contract, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than \$_____ combined single limit per claim/aggregate. The Contractor further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but limited to the amount of the deductible under the insurance policy. The Contractor shall not be required to make any payments for professional liability if such liability is occasioned by the sole negligence of the Contracting Authority. The Contractor shall not be required to make payments other than its judicially determined percentage, of any professional liability which is determined by a court of competent jurisdiction to be the result of a comparative negligence of the Contractor and the Contract Authority.

Such insurance shall not be reduced or canceled without 30 days prior written notice to the Contracting Authority. The Contractor shall provide certificates of insurance or, upon written request of the Contracting Authority, duplicates of the policies as evidence of insurance protection.

C. Automobile Insurance

The Contractor shall maintain in force at all times during the performance of this contract a policy or policies of insurance covering any automobiles owned, leased, hired, borrowed or used by any employee, agent, subcontractor or designee of the Contractor to transport clients of the Contractor.

Such insurance policy or policies shall specifically name the Contracting Authority as an additional insured. Said insurance coverage shall be primary insurance with respect to the Contracting Authority, and any insurance, regardless of the form, maintained by the Contracting Authority shall be excess of any insurance coverage which the Contractor is required to maintain pursuant to this contract.

Automobile liability as stated herein shall be maintained at \$_____ combined single limit per accident for bodily injury and property damage.

D. Workers' Compensation

The Contractor shall maintain Workers' Compensation coverage as required by the state of Nevada. The Contractor shall provide a certificate of insurance or, upon written request of the Contracting Authority, a certified copy of the policy as evidence of insurance protection.

XIV. EVALUATION GUIDELINES

The Contracting Authority and/or the Department will review information obtained from the Contractor to monitor Contractor activity, including attorney caseloads, support staff/attorney ratios for each area of cases, the experience level and supervision of attorneys who perform Contract work, training provided to such attorneys, and the compensation provided to attorneys and support staff to assure adherence.

XV. CORRECTIVE ACTION

If the Contracting Authority reasonably believes that a material breach of this Contract has occurred, warranting corrective actions, the following sequential procedure shall apply:

A. The Contracting Authority will notify the Contractor and the Department in writing of the nature of the breach.

B. The Contractor shall respond to the Contracting Authority and the Department in writing within five (5) working days of its receipt of such notification. The response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance.

C. The Contracting Authority will notify the Contractor and the Department in writing of the Contracting Authority's determination as to the sufficiency of the Contractor's corrective measures. The determination of the sufficiency of the Contractor's corrective measures will be at the discretion of the Contracting Authority and will take into consideration the reasonableness of the proposed corrective measures in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole.

D. The Department may assist in the resolution of any material breach and provide ameliorative advice to the Contractor.

In the event that the Contractor does not respond to the Contracting Authority's notification within the appropriate time, or the Contractor's corrective measures for a substantial breach is determined by the Contracting Authority to be insufficient, the Contracting Authority may commence termination of this Contract in whole or in part.

In addition, the Contracting Authority reserves the right to withhold a portion of subsequent payments owed the Contractor which is directly related to the breach of the

Contract until the Contracting Authority is satisfied the corrective action has been taken of completed.

XVI. TERMINATION AND SUSPENSION

The contract must “specify the terms of the contract, including duration, any provision for renewal, and a provision for terminating the contract by either party.” Reg. Sec. 42(1)(b).

A. The Contracting Authority may terminate this Contract in whole or in part upon 10 days’ written notice to the Contractor in the event that:

1. The Contractor substantially breaches any duty, obligation, or services required pursuant to this Contract;
2. The Contractor engages in misappropriation of funds; or
3. The duties, obligations, or services herein become illegal, or not feasible.

Before the Contracting Authority terminates this Contract, the Contracting Authority shall provide the Contractor written notice of termination, which shall include the reasons for termination and the effective date of termination. The Contractor shall have the opportunity to submit a written response to the Contracting Authority within 10 working days from the date of the Contracting Authority’s notice. If the Contractor elects to submit a written response, the Department will review the response and make a determination within 10 days after receipt of the Contractor’s response. In the event the Department affirms termination, the Contract shall terminate in 10 days from the date of the final decision of the Department. The Contract will remain in full force pending communication of the Department to the Contractor. A decision by the Department affirming termination shall become effective 10 days after it is communicated to the Contractor. If the Department does not affirm the decision to terminate the contract in light of the Contractor’s response, the Department shall submit a written basis for the decision to the Contract Authority and Contractor within 10 days.

B. The Contractor reserves the right to terminate this Contract with cause with 30 days written notice should the Contracting Authority substantially breach any duty, obligation or service pursuant to this Contract. In the event that the Contractor terminates this Contract for reason other than good cause resulting from a substantial breach of this Contract by the Contracting Authority, the Contractor shall be liable for damages, including the excess costs of the procurement of similar service from another source, unless it is determined by the Department that (i) no default actually occurred, or (ii) the failure to perform was without the Contractor’s control, fault or negligence.

C. In the event of termination or suspension of this Contract, the Contractor shall, if requested by the Contracting Authority, continue to represent clients that were previously assigned, unless the Contractor is prohibited from doing so by law, conflict of interest or the Rules of Professional Responsibility. If, in accordance with this section the Contractor continues to represent a client or clients previously assigned, the Contracting Authority will be liable for any payments owed Contractor for the completion of that work. The Contractor will remit to the Contracting Authority any monies paid for cases not yet assigned or work not performed under the Contract. The Department may request that the Contractor attempt to withdraw from any case assigned and not completed. Should a court require, after the Contractor has attempted to withdraw, the appearance by the Contractor where such representation is no longer the obligation of the Contractor pursuant to the terms of this Contract, the Contracting Authority will honor payment to the Contractor upon judicial verification that continued representation is required.

D. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Contractor shall return to the Contracting Authority those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Contractor by the Contracting Authority.

E. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension only by mutual agreement of both parties hereto in writing.

F. Nothing herein shall be deemed to constitute a waiver by either party of any legal right or remedy for wrongful termination or suspension of the Contract. In the event that legal remedies are pursued for wrongful termination or suspension or for any other reason, the non-prevailing party shall be required to reimburse the prevailing party for all attorney's fees.

XVII. ASSIGNMENT/SUBCONTRACTING

The Contractor shall not assign or subcontract any portion of this Contract without notice to the Contracting Authority and consent from the Contracting Authority. Any consent sought must be requested by the Contractor in writing not less than five days prior to the date of any proposed assignment or sub-contract, provided that this provision shall not apply to short-term personal services contracts with individuals to perform work under the direct supervision and control of the Contractor. Short-term personal service contracts include any contract for a time period less than one year. Any individuals entering into such contracts shall meet all experience and reporting requirements imposed by this Contract. The Contracting Authority shall be notified of any short-term contracts which are renewed, extended or repeated at any time throughout the Contract.

The term "Subcontract" as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under that Contract to clients of the Contractor.

The term “Personal Service Contract” as used above shall mean a contract for the provision of professional services which includes but not limited to counseling service, consulting services, social work services, investigator services and legal services.

XVIII. RENEGOTIATION

Either party may request that the provision of this Contract be subject to renegotiation. After negotiations have occurred, any changes which are mutually agreed upon shall be incorporated by written amendments to this Contract. Oral representations or understandings not later reduced to writing and made a part of this agreement shall not in any way modify or affect this agreement.

XIX. ATTORNEYS’ FEES

In the event that either party pursues legal remedies, for any reason, under this agreement, the non-prevailing party shall reimburse costs and attorneys’ fees of the prevailing party.

XX. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the Chief Executive Officer of the Contractor and the director/manager of the Contracting Authority specified on page one (1) of this contract.

Any time limit by which a party must take some action shall be computed from the date that notice is received by said party.

XXI. THE PARTIES’ ENTIRE CONTRACT/WAIVER OF DEFAULT

These parties agree that this Contract is the complete expression of the terms hereto and any oral representation of understanding not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this agreement unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

XXII. NONDISCRIMINATION

During the performance of this Contract, neither the Contractor nor any party subcontracting with the Contractor under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental, or physical handicap in employment

or application for employment or in the administration or delivery of services or any other benefit under this agreement.

The Contractor shall comply fully with applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibits such discrimination.

XXIII. CONFLICT OF INTEREST

A. Interest of Members of Contracting Authority and Contractor

No officer, employee, or agent of the Contracting Authority, or the State of Nevada, or the United States Government, who exercises any function or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or the Contractor.

B. Interests of Contractor Directors, Officers, and Employees

The following expenditures of Contract funds shall be considered conflict of interest expenditures and prima facie evidence of misappropriation of Contract funds without prior disclosure and approval by the Department: employment of an individual, either as an employee of the Contractor or as an independent consultant, who is either: (a) related to a director of the Contractor; (b) employed by a corporation owned by a director of the Contractor, or relative of a director of the Contractor. This provision shall not apply when the total salary is paid to the individual pursuant to his employment agreement or employment contract would be less than \$1500 per annum.

Agreed:

Contractor

Contracting Authority

Date:_____

Date:_____

Worksheet A

The Contractor agrees to accept the following cases from the Contracting Authority for the duration of this Contract for the rates show, subject to the terms of this Agreement:

<u>Case Type</u>	<u>Annual Caseload</u>	<u>Monthly Caseload</u>	<u>Payment</u>
Adult Felony			
Adult Misdemeanor			
Juvenile Offender			
Juvenile Dependency			
Civil Commitment			
Misdemeanor Appeal			
[Specialty Courts; Other]			
<u>Total:</u>			

The Contractor agrees to provide the following other services for the Contracting Authority for the rate shown, subject to the terms of this agreement:

<u>Service</u>	<u>Payment</u>
Complex Litigation	
24 Hour Advisory Service	
In Custody Arraignments	
[Other]	
<u>Total:</u>	