

STATE OF ARKANSAS

AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES CONTRACT



CONTRACT #: 4600031908 AMENDMENT #: 1

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1. CONTRACTING PARTIES:

| | | | |
|---------------------------------|--------------|-------------------------------------|---|
| AGENCY NUMBER & NAME | 023 | Administrative Office of the Courts | <input type="checkbox"/> Service Bureau |
| VENDOR NAME | Glen Hoggard | | |
| TRACKING # 1 | | TRACKING # 2 | |

2. NEW CONTRACT EXPIRATION DATE: 06/30/2016
mm/dd/yyyy (If not extending contract to new date, please leave blank)

3. PURPOSE OF AMENDMENT:
To add additional funds for upcoming fiscal year to continue attorney representation for indigent parents in dependency/neglect cases in an average of 36 cases in the 16th Judicial District; an average of 38 cases in the 20th Judicial District with reimbursable mileage expense for hearings, staffing and meetings not to exceed \$3,116.00.
An additional \$1,500.00 of legal expense reimbursement is also available. This additional legal expense is a limited-use fund and will require receipt for reimbursement. It is not usable for office expenses, but is restricted to legal expenses only (i.e. subpoena fees, witness fees, expert fees, transcripts etc.).

4. AMENDED DOLLAR AMOUNT:

For each amendment involving a change in the contract dollar amount, enter the previous contract amounts. Enter this amendment's amounts, showing (+) for increase and (-) for decrease, in compensation and/or reimbursable expenses. Enter the new total compensation and/or reimbursable expenses for this contract. **Note:** Any increase in the rate of compensation must be accompanied by a copy of the original contract language authorizing such increase.

| | PREVIOUS | THIS AMENDMENT | NEW TOTAL |
|-----------------|-------------|----------------|--------------|
| COMPENSATION | \$61,560.00 | +\$62,415.00 | \$123,975.00 |
| LEGAL EXPENSE | \$0 | +1,500.00 | \$1,500.00 |
| MILEAGE EXPENSE | \$0 | +\$3,116.00 | \$3,116.00 |
| TOTAL | \$61,560.00 | +\$67,031.00 | \$128,591.00 |

Total dollar amount paid on contract as of this date: \$ 51,300.00 as of 04/30/15

UPDATE PROJECTED TOTAL \$463,746.00

5. NEW AND/OR REVISED ATTACHMENTS: Contract & Grant Disclosure & Certification Form
Vendor Equal Opportunity Form
Illegal Immigrant Reporting Form
EXCEPT AS SPECIFICALLY AMENDED HEREIN (OR AS ATTACHED) ALL OTHER TERMS AND CONDITIONS OF THE ABOVE REFERENCED CONTRACT REMAIN UNCHANGED.

ADDRESS APPROVED: **6. SIGNATURES:** ADDRESS

| | | | |
|--|-------------|---|----------|
| DEPARTMENT OF FINANCE AND ADMINISTRATION | | DATE | |
| VENDOR <u>Valerie Goudie</u> | DATE | AGENCY DIRECTOR | DATE |
| FORM OSP-1A | Page 1 of 2 | | 09/01/12 |
| Parent Counsel | | J.D. Gingerich or John Stewart, Directors | |
| TITLE | | TITLE | |

STATE OF ARKANSAS

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7. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

| | |
|---------------|---------------------------------|
| Brian Welch | Parent Counsel Program Director |
| (Name) | (Title) |
| 501.410.1965 | Brian.welch@arkansas.gov |
| (Telephone #) | (Email) |

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

| | |
|----------------|-----------------------------|
| Gabrielle Russ | |
| (Name) | (Title) |
| 501.410.1949 | Gabrielle.russ@arkansas.gov |
| (Telephone #) | (Email) |

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

| | |
|---------------|---------|
| | |
| (Name) | (Title) |
| | |
| (Telephone #) | (Email) |

8. SOURCE OF FUNDS:

Complete appropriate box(es) below to total 100% of the funding in this contract to date.

| Fund Source | Identify Source of Funds* | Fund | Fund Center | Amount of Funding*** | %'s of Total Contract Cost*** |
|---------------|---------------------------|---------|-------------|----------------------|-------------------------------|
| Federal Funds | | | | \$ | |
| State Funds** | | HSC2300 | 330 | \$ 128,591.00 | 100 |
| Cash Funds | | | | \$ | |
| Trust Funds | | | | \$ | |
| Other Funds | | | | \$ | |
| TOTALS | | | | \$128,591.00 | 100% |

* **MUST BE SPECIFIC** (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

** "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

*** Funding and percentages shall reflect the total of the contract including all amendments to date.

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Attachment No. 1 to Professional Services Contract form

STATE OF ARKANSAS
ADMINISTRATIVE OFFICE OF THE COURTS

ATTACHMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT FORM

THIS AGREEMENT is made and entered into this 1st day of July, 2014, by and between the Arkansas Administrative Office of the Courts, hereinafter referred to as the "AOC," and **Glen Hoggard**, hereinafter referred to as "the Contractor."

IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK

A. The Contractor, **Glen Hoggard**, shall provide indigent parent counsel representation in fifty (50%) percent of the dependency-neglect cases in the 20th Judicial District and twenty-nine (29%) percent of the dependency-neglect cases in the 16th Judicial District that are filed or existing through June 30, 2015, contingent on annual contract renewal. The fifty percent in the 20th currently represents an average of thirty-six (36) cases and the forty-one percent in the 16th currently represents an average of thirty-six (36) cases. The agency and contractor agree that these numbers are averages and not case caps. The contractor may carry a higher or lower average from month-to-month during the fiscal year. The Contractor shall be appointed in the emergency ex parte order and shall represent his/her client through all the dependency-neglect proceedings at the Circuit Court. The Contractor understands and agrees that the number of cases included will fluctuate throughout the contract term as cases close and new ones open, and the contract compensation will not change.

B. The Contractor shall be responsible for advising his/her client about his/her appellate rights, filing any notices of appeal and ensuring that the indigency hearing is held pursuant to Rule 6-9 and 6-10 of the Rules of the Supreme Court and Court of Appeals.

a) The Contractor shall serve by electronic submission a file-marked copy of the notice of appeal and the order or orders that are being appealed on the Arkansas Public Defender Commission within three (3) business days of filing the notice of appeal with the Circuit Clerk.

C. The contractor shall be responsible for, and ensure representation by, another qualified parent counsel contractor in any case in which the contractor has, or develops, a conflict; in turn, the contractor shall cover conflicts of other contractors when asked.

- D. The Contractor shall represent clients in accordance with the Arkansas Model Rules of Professional Conduct and all other applicable laws.
- E. The Contractor shall adhere to all policies and procedures of the Parent Counsel Program as set forth in the Parent Counsel Program Policy Manual. The Contractor shall be supplied with a copy of said Manual at the time of contracting and will be notified in writing of any future policy changes. Violations of the Policy Manual may result in disciplinary action up to and including immediate contract termination.
- F. The Contractor shall meet all requirements set forth in the qualifications and "Standards of Practice" set forth in Supreme Court Administrative Order No. 15 as they relate to parent counsel representation in dependency-neglect proceedings. The "Standards of Practice" are set out in the Parent Counsel Policy Manual as well as the Supreme Court website.
- G. The Contractor agrees to meet with the AOC or its designee, Brian Welch (Parent Counsel Program Director) at any time the AOC requests, to discuss any aspect of representation under this Agreement. The Contractor has the right to arrange other meetings with the AOC.
- H. The Contractor must meet all reporting requirements set out by the AOC, which shall include a monthly reporting form concerning the status of cases and compliance with both the Parent Counsel Policy Manual and Supreme Court Administrative Order No. 15.
- I. The Contractor shall not subcontract any of the duties or responsibilities, subcontracts are expressly prohibited.
- J. The contractor must immediately notify Brian Welch at (501) 410-1965 or brian.welch@arkansas.gov of the following:
- (1) Any time his or her attorney license is suspended or revoked.
 - (2) Any time he or she becomes a full-time employee of any state agency, office, or organization, or a full-time employee of any other entity.
 - (3) When the attorney knows of a true case conflict or scheduled court hearing conflict that cannot be remedied by adhering to Section 1.C. herein.
- K. The Contractor shall respect the confidentiality requirements of the Arkansas Juvenile Code, Ark. Code Ann. Section 9-27-309 and the Child Maltreatment Reporting Act, Ark. Code Ann. Section 12-12-506.

2. COMPENSATION

See Form PCS-1, Page 1.

3. TERM

The term of this agreement shall begin July 1, 2014 , and shall end June 30, 2015, subject to annual renewal, unless terminated, vacated, expired or because the contract amount has been exhausted, whichever occurs first; however some obligations incurred pursuant to this Agreement shall survive termination as set forth below. The contract is renewable annually thereafter upon agreement of the contractor and the AOC for a maximum of seven (7) years and with approval of the legislature and DFA.

4. STATUS OF CONTRACTOR

The Contractor is an independent contractor performing professional services and is not an employee of the AOC or the State of Arkansas and shall not be entitled to accrue leave, retirement benefits, insurance, bonding, use of state vehicle, or other benefits afforded to the employees of the State of Arkansas as a result of this Agreement.

5. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the AOC.

6. CONFLICT OF INTEREST

The Contractor warrants that the Contractor presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall avoid future employment or engagements that would be in conflict with the Contractor's duties as an attorney under this agreement or that would give the appearance of impropriety.

7. RECORDS AND AUDIT

The Contractor shall maintain all files, pleadings, and documents necessary for the competent representation of indigent parents and shall keep records which indicate the date, amount of time, and nature of service rendered. The AOC has the right to review such records at any time during the term of the contract. A compilation of such records shall be delivered to the AOC, or to a person designated by the AOC to receive those records, no later than the termination

date of this Agreement. Such compilation shall specify those new cases to which the Contractor was appointed as an attorney pursuant to this Agreement. These records shall be subject to audit by the Department of Finance and Administration and the State Auditor subject to the maintenance of attorney-client confidentiality.

8. APPROPRIATIONS

The continuation of this Agreement is contingent on sufficient funding and upon authorization for expenditures being made by the Arkansas Legislature. If sufficient funding is not available at the discretion of the AOC, this Agreement shall, notwithstanding the provisions of any other paragraph, terminate on the Contractor's receipt of written notice of termination from AOC. The AOC's decision of whether sufficient funding and authorization for expenditures have been made shall be accepted by the Contractor and shall be final.

9. CONFIDENTIALITY

Any confidential information provided for or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the AOC or the juvenile court. This provision shall extend indefinitely beyond the terms of this Agreement.

10. PROHIBITION AGAINST DUAL COMPENSATION

Services are reimbursable or subject to compensation under this Contract only to the extent that such services relate exclusively and directly to the purposes of this Contract, and no supplemental or additional payment for such services shall be received by the Contractor from any other source, except those ordered by the Circuit Court from county funds.

11. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor, in the performance of this Agreement, shall not discriminate against any employee, client or other person on the basis of race, color, religion, national origin, sex, age or disability.

12. PROHIBITION AGAINST CONTINGENT FEES

Ark. Code Ann. 19-11-708 (Repl. 1994) provides that it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that all contracts and solicitations therefore shall conspicuously set forth the following: "Before being awarded a state contract other than by procedure set forth in . . . Purchasing Law, Sec. 19-11-201 et seq., and regulations promulgated

thereunder for small purchases, every person shall represent, in writing, that such person has not retained anyone in violation of subsection (a) of this section. Failure to do so constitutes a breach of ethical standards."

13. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings are merged into this written Agreement, which is an Attachment to Form PCS-1, State of Arkansas Professional Services Contract. No prior agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

14. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties to this Agreement.

15. APPLICABLE LAW

This Agreement shall be governed by the applicable laws, statutes, rules and regulations of the State of Arkansas.

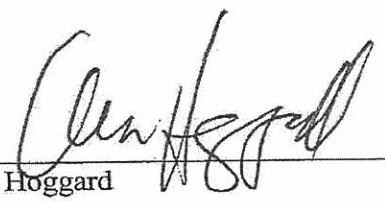
16. EFFECTIVE DATE

This Agreement is not effective until signed by all parties and is effective on the date specified in Paragraph 3 of this Agreement.

Signed by the parties on the dates indicated:

J.D. Gingerich or John Stewart
Administrative Office of the Courts

Date



Glen Hoggard
Attorney/Contractor



Date

