

## EXHIBIT-A

To Agreement by and between  
ALTERNATE DEFENDER OFFICE (ADO) hereinafter referred to as "County"  
AND  
**[FRANK W. DICE]**, hereinafter referred to as "CONTRACTOR"

### Scope of Services / Payment Provisions

#### A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Chief ADO Attorney will function as the director of the ADO Unit and shall have responsibilities to administer all aspects of that entity on a day to day basis. He shall direct the activities of the ADO's administration. He shall have case specific discretionary oversight of all ADO attorneys and ancillary service providers. He shall have access to ADO case files and be available to participate in substantive discussions with ADO counsel subject to applicable conflict of interest rules. He shall enforce maximum caseload limitations. He will implement a billing procedure to provide for appropriate review and prompt payment of submitted billings. He shall administer a procedure for obtaining timely reimbursement from the State of California for all recoverable Monterey County costs allowable pursuant to Penal Code Sec. 4570. He shall keep detailed statistics regarding the activity of ADO providers. He shall ensure that confidentiality of files and client information shall be maintained as required by applicable statutory and decisional authority. He shall implement and enforce such policy determinations as are necessary to carry out the function of the ADO. These may include but are not limited to conflict of interest, scope of contractual obligations of ADO providers, client complaints, court related issues, and a procedure for administrative appeals so that attorneys and ancillary providers may seek review of discretionary decisions of the ADO administrator. He shall confer with the Public Defender who has all policy responsibility for Indigent Defense Services in the County. He shall review and approve/disapprove of billings resulting from court ordered appointments charged to the ADO unit. He shall have responsibility to identify and authorize payment to non-ADO counsel when he determines that ADO attorneys cannot accept representation of appointments due to conflicts of interest or other appropriate justifications. He shall establish and enforce appropriate standards of performance and conduct for attorneys, and providers rendering services under the ADO unit.

#### B. PAYMENT PROVISIONS

##### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$96,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## **B.2 CONTRACTORS BILLING PROCEDURES**

The contractor shall submit a monthly invoice for 1/12<sup>th</sup> of the total contract or \$8,000.00 on a form acceptable to Monterey County within 15 days after the end of each month or sooner.

Send itemized billing and other correspondence to:

Billing Address:

Monterey County Alternate Defender Office  
111 W. Alisal St.  
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.