

DRAFT BUDGET FOR DOUGLAS COUNTY GUARDIAN AD LITEM DEPARTMENT
(For discussion purposes only)

- Total cases from July 1, 2011 through June 30, 2013 were **1,715** for Contractors (abuse and neglect GAL cases only) and **1,369** for Court-appointed (all types of GAL cases) = **3,084 total**
- Total cost for the two contracts from July 1, 2011 – June 30, 2013:
- | |
|------------------------|
| Incontro = \$1,168,213 |
| Monahan = \$597,240 |
| TOTAL = \$1,765,453 |
- Total paid to court-appointed attorneys for ALL court appointments for the two year period was \$4,811,078, which is based on a total of 3,203 cases, of which 1,369 were GAL appointments (42.7%).

Draft proposed budget for in-house department:

- Department would need approximately 17 attorneys to handle all GAL cases of approximately 1500/year (based on recommended cap of 90 cases/attorney)
- Therefore, I recommend that County initially focus on replacing cases handled by the contractors.
 - 1 Department Director - \$90,000 + 35% for benefits = **\$121,500**
 - 1 Senior GAL - \$70,000 + 35% for benefits = **\$94,500**
 - 7 staff GALs - \$48,000 + 35% for benefits (\$64,800 x 7) = **\$453,600**
 - Secretary - \$30,000 + 35% for benefits = **\$40,500**

\$710,100

Other needs:

- Office Space
- Equipment
- Furniture

Attachment # 2

Guardian ad Litem possible solution.

Come on, come all. Contract that any attorney who meets the GAL requirements can sign at any time. Standard contract and stabilized payment of costs. List provided to Judges. Judge takes on who appointed, responsibility of the appointment and monitoring of performance. Sarpy County did something like had the judge appoint and then those attorneys signed the contract.

Avoids liability of in house office and associated costs. This contract avoids possible constitutional due process problems, ethical conflicts with county attorney and provides for accountability in Gal report. Avoids need for ethics question to the bar about in house counsel that will delay it or any appeal that results from another party raising the conflict in a case.

Board was paying 800,000 a year for 2 contractors for 80% of cases. Hourly will cost 2 to 3 times more.

RFP - Board picks a winner. There are losers. People angry. Looks like the Board is responsible for contractor actions. Board is not. RFP takes a lot of time. This contract avoids that and contains costs.

**CONTRACT FOR GUARDIAN AD LITEM SERVICES
IN THE SEPARATE JUVENILE COURT OF DOUGLAS COUNTY**

I. Purpose

Douglas County ("the County") wishes to contract with _____
Attorney # _____ ("the Contractor") to provide
the following legal services:

To act as Guardian ad Litem (hereinafter G.A.L.) for children who come under the jurisdiction of the Separate Juvenile Court for Douglas County in child abuse or neglect or dependency cases filed after the effective date of this contract.

II. Activities

Pursuant to said purpose, the County hereby enters into this contract with Contractor to provide the following services over the term of this contract:

- a. Contractor shall provide legal and support services to fulfill statutory obligations as G.A.L. to children coming under the jurisdiction of the Separate Juvenile Court for Douglas County in cases filed pursuant to Neb. Rev. Stat. § 43-247 (3)(a), (5), (6), (7), (9), and (10) as amended.
- b. Once Contractor has been appointed as counsel as G.A.L. for a child pursuant to this contract, counsel shall provide all necessary representation to the child in the Juvenile Court proceeding, provided that the representation shall end upon the termination of the Juvenile Court's jurisdiction of the case under which the original appointment was made. This shall include investigation, legal research, representation at all hearings, appeals and other such duties as the attorney may deem necessary under the Code of Professional Responsibility and the Guidelines (Rules) for Guardians ad Litem as adopted by the Nebraska Supreme Court.
- c. The activities under this contract shall be governed by the Code of Professional Responsibility, as adopted by the Supreme Court of the State of Nebraska and the Nebraska State Bar Association.
- d. The Contractor holds out that he/she is an attorney in good standing with the Mandatory Nebraska Bar Association and has completed mandatory Guardian ad Litem training. Further, Contractor agrees to maintain such standing and continue with mandatory training for Guardians ad Litem.
- e. The Contractor agrees to attach an itemized statement to the Guardian ad Litem report detailing all activities performed in this case. Such report shall be offered as an exhibit and maintained in the court exhibit file. Per state statute, the Foster Care Review Office has access to such report and shall be subject to the statutes governing the Foster Care Review Office.
- f. The County agrees to keep an updated list of all attorneys who have entered this contract and provide it to the Judges of the Separate Juvenile Court of Douglas

County. The Judges are independent of the contract and may appoint any attorney, regardless of whether an attorney has entered this contract of compensation.

III. Term of Contract

The term of this contract will be for 36 months, commencing as of the date of the contract and ending as 36 completed months from the date of the contract. The parties further agree as follows:

1. During the term of the contract, either party may terminate the contract by giving the other party written notice at least sixty (60) days prior to the desired termination date.
2. The contract shall automatically renew for a new 36 month term, unless notification of non renewal is made as provided in this contract.

IV. Compensation:

- A. For providing Juvenile Court G.A.L. services described in Section II of this agreement, Douglas County shall pay the Contractor each month the sum of \$125.00 dollars per case open during that month. A case shall be considered open for the month whether it is open for one day or 31 days. The list shall indicate whether the case was opened/GAL appointed or closed during that month and if so, on what date.
- B. The Contractor agrees to provide the county a complete list of all cases open for that month in order to be paid. The list must be submitted no later than the 15th of the month.
- C. The County agrees to pay the contractor no later than the last day of the month so long as the requirements of IV. B. are met.
- D. In addition to the base compensation for G.A.L. services, reasonably incurred costs for litigation expenses as a result of said representation shall be borne by Douglas County. All reasonable and necessary travel expenses related to said representation exceeding 60 miles from the Douglas County Courthouse shall be borne by the County. The Contractor shall motion the court for an order for all such expenses and should be paid by the County within 30 days.
- J. The Parties hereto stipulate and agree that any and all other expenses, including but not limited to overhead, costs, fees, taxes, health, liability, or unemployment insurance, dues, professional fees, and any other expenses of whatever type and kind, assessed against Contractor shall be the exclusive obligation of Contractor.

VI. Conflicts:

Nothing contained in this contract shall be construed to require Contractor to accept appointment in cases that would constitute a conflict of interest for Contractor as defined by the Code of Professional Responsibility. Contractor shall endeavor to notify the Juvenile Court of conflicts within twenty-four (24) hours of appointment or prior to

appointment, if possible. If conflicts become apparent at a later date, Contractor shall promptly inform the Juvenile Court and seek to withdraw from representation.

VII. Audit and Inspection:

Contractor shall permit Douglas County or its authorized representative to audit the books, records, and accounts of Contractor pertaining to this contract, except information subject to the attorney-client privilege.

VIII. Subcontracting

The Contract and subsequent appointment is personal to the attorney, not a firm of subordinate attorney. Contractor shall not subcontract any of the cases assigned to it under this contract. Nothing in this clause shall prevent an attorney appearing for the contractor in such a case due to time conflict or other reason the assigned attorney cannot appear.

IX. Hold Harmless

Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from its acts and the acts of its agents and employees in performance of this agreement. Further, each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgements or related expenses resulting from or in conjunction with any such claims. Each party agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts or omissions of the other party.

The parties agree to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever including any bodily injury, sickness, disease or property, including any resulting loss of use.

X. Liability to Third Parties:

Douglas County shall not be obligated or liable hereunder to any other party other than Contractor.

XI. Insurance

Contractor agrees that it shall maintain malpractice insurance during the term of this agreement, for all attorneys serving as G.A.L. pursuant to this agreement. Contractor also agrees to provide Douglas County with a certificate or proof of said insurance and to notify the County of termination or loss of said insurance immediately.

XII. Assignment

This agreement shall not be assigned without the prior written consent of Douglas County. In making its request for assignment, the Contractor shall provide County with the name(s), address(es) and phone numbers(s) of the attorney(s) to whom the assignment will be made. Contractor's request to assign shall not be unreasonably denied by Douglas County.

XIII. Independent Contractor

Contractor shall at all times during the term of this agreement be considered and treated as an independent contractor providing services to Douglas County. Contractor shall in no way be considered or treated as an agent or employee of Douglas County.

XIV. Severability:

If any portion of this contract is held invalid, the remainder hereof shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

XV. Effective Date:

This contract is deemed to be effective as of the date signed by the contractor and the County, whichever is later. As of the effective date, the Contract replaces and supercedes any previous contract between the parties regarding Guardian ad Litem services.

Date: _____ DOUGLAS COUNTY BOARD OF COMMISSIONERS

BY: _____

Date: _____ Attorney Name

BY: _____
Attorney name

Approved as to Form:

Deputy County Attorney