



CLARK COUNTY, WASHINGTON REQUEST FOR QUALIFICATIONS (RFQ)

INDIGENT DEFENSE LEGAL SERVICES CONTRACTS (JANUARY 1, 2021 - DECEMBER 31, 2021)

CONTRACT CASE TYPES

Superior Court: Adult Felony, Fugitive/Extradition and Probation Violation

Adult Drug/DOSA Court

District Court (RALJ) Appeals

Juvenile Criminal and Probation Violation

Juvenile Recovery Court

At-Risk Youth and Child in Need of Services

Truancy Contempt

Involuntary Treatment Act -- Mental Commitment

Courtroom Deputy Contract

District Court: Misdemeanors/PVs – First Conflict Cases

Misdemeanors/PVs – Second and Third Conflict Cases

Mental Health Therapeutic Court

Substance Abuse Therapeutic Court

Veterans Therapeutic Court

PART I – GENERAL INFORMATION

Clark County is responsible for providing legal representation in Superior Court and District Court cases where the federal or state constitutions or state statutes, case law, or court rules mandate the provision of counsel at government expense. All public defense legal services are provided by private attorneys (non-county employees). The majority of services are provided pursuant to county contracts. All such contracts are considered contracts with independent contractors for professional services.

Clark County is accepting applications for one-year (January 1, 2021 through December 31, 2021) contracts for the public defense case types listed on the cover page of this document. Information specific to the proposed contracts for each contract type is provided in Part II of this RFQ. The application form is a stand-alone document from this RFQ.

Required Qualifications for all contract applicants:

1. Washington State Bar Association member in good standing, or eligible for WSB licensure through reciprocity (Admission to Practice Rule 18) and APR 8(c) eligible, with no prior disciplinary action in Washington or another state that, in the sole discretion of the county, adversely impacts the attorney's ability to effectively represent clients;
2. Familiarity with and ability to certify compliance with [Washington Supreme Court Standards for Indigent Defense](#);
3. Experience and knowledge that meets the minimum qualification standards for the types of cases for which the attorney applies. See Standard Eleven, [Clark County Superior Court Indigent-Defense \(sic\) Standards](#); Standard Fourteen, [Washington State Bar Association Standards for Indigent Defense Services](#); and Standard 14.2, [Washington Supreme Court Standards for Indigent Defense](#);
4. Exhibited commitment to the provision of quality representation to those entitled to counsel at government expense, and the ability to provide such representation effectively and efficiently;
5. Commitment and ability to communicate well and in a timely manner with indigent clients;
6. Maintenance of a level of private practice, if any, that allows quality representation under the proposed indigent defense contract(s);
7. Office location in or within 10 miles of Clark County; sufficient staff and/or other means to ensure timely responses to phone and email contacts; and access to necessary statutes, case law, court rules and other law office necessities;
8. A minimum of seven hours annual training in areas relating to the attorney's public defense practice (*Standards*) and attendance at training approved by the state Office of Public Defense (RCW 10.101.050) at least once per calendar year; and
9. Professional liability insurance coverage in the amount of \$500,000 per occurrence and \$1 million aggregate prior to the execution of an indigent defense contract.

Application Submission and Deadline

This Request for Qualifications and the Application form is provided, directly by email, by the Clark County Indigent Defense Office to all current indigent defense contractors and all attorneys who have contacted the office to place their names on a distribution list for indigent defense contract announcements. The RFQ and stand-alone Application form is available on the Clark County Indigent Defense website at: [HTTPS://WWW.CLARK.WA.GOV/GENERAL-SERVICES/INDIGENT-DEFENSE](https://www.clark.wa.gov/general-services/indigent-defense) or by contacting Matthew at 564-397-2333 or Matthew.Kimball@clark.wa.gov.

APPLICATIONS MUST BE RECEIVED BY CLARK COUNTY'S INDIGENT DEFENSE OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY, JULY 31, 2020.

EARLY SUBMISSION OF APPLICATIONS IS ENCOURAGED. SUBMISSION OF APPLICATIONS BY EMAIL ATTACHMENT IS ENCOURAGED.

APPLICATION MATERIALS MAY BE E-MAILED AS EMAIL ATTACHMENTS, MAILED TO THE CLARK COUNTY INDIGENT DEFENSE OFFICE, OR HAND-DELIVERED.

By email: Matthew.Kimball@clark.wa.gov

By mail: Clark County Indigent Defense Coordinator
Attn: Matthew
PO Box 5000
Vancouver, Washington 98666-5000

Hand-delivered: 1300 Franklin Street, Suite 662

APPLICATIONS MAY NOT BE FAXED.

NO MATERIALS SUBMITTED BY APPLICANTS WILL BE MADE AVAILABLE FOR PUBLIC REVIEW UNTIL AFTER CONTRACT AWARDS ARE MADE. INCOMPLETE APPLICATIONS MAY BE REJECTED. WRITTEN INQUIRIES ON PREPARING APPLICATIONS MAY BE DIRECTED TO: MATTHEW.KIMBALL@CLARK.WA.GOV

COMPENSATION AMOUNTS CONTAINED IN THIS RFQ AND CONTRACT AWARDS PROPOSED BY CLARK COUNTY'S INDIGENT DEFENSE COORDINATOR ARE SUBJECT TO REVIEW AND RATIFICATION BY THE CLARK COUNTY BOARD OF COUNTY COMMISSIONERS IN EARLY DECEMBER, 2016. AWARD OF ANY CONTRACT IS FINAL ONLY WHEN THE APPLICANT AND THE COUNTY HAVE PROPERLY COMPLETED AND EXECUTED THE CONTRACT DOCUMENT.

This RFQ constitutes a request for interested parties to provide notice of their interest and their qualifications only. This is not an offer to any particular person or to the general public and cannot be accepted so as to create a contract binding upon Clark County. Only upon execution of a contract, whether pursuant to this RFQ or otherwise, will Clark County have any contractually binding obligations. Clark County reserves the right to change the terms and conditions of either this RFQ (including timeframes, deadlines and any other aspect it deems appropriate to change) or the terms and conditions of the contracts to be offered, with or without notice and without recourse by applicants or any other party alleged in any way to be negatively affected. The compensation rates listed in this RFQ generally are current

(2020) compensation rates. Applicants should assume the compensation rates will not increase.

THE CASE TYPES LISTED BELOW ARE EXCLUDED FROM THIS RFQ. Public defense representation for the following case types is provided by individual, case-by-case appointments (non-contract) from lists of attorneys compiled from time-to-time:

- Homicide cases, including attempted homicides;
- Persistent Offender cases;
- RCW 10.77 (Not Guilty By Reason of Insanity) post-judgment proceedings;
- Contempt (RCW 7.21.040 or 7.21.030) proceedings;
- Representation of an alleged incapacitated person under RCW 11.88; and
- Representation of a petitioner for a sexual assault protection order, only if the respondent is represented by counsel (RCW 7.90.070).

**QUESTIONS? CONTACT MATTHEW KIMBALL, INDIGENT DEFENSE COORDINATOR, AT:
MATTHEW.KIMBALL@CLARK.WA.GOV OR 564-397-2333**

PART II – SPECIFIC INFORMATION

INDIGENT DEFENSE CONTRACT TYPES SUBJECT TO THIS RFQ

I. OVERVIEW – Case Types, Anticipated Number of Contracts, and Compensation

Case Type	Anticipated Number Of Contracts	ANNUAL Compensation (See specific descriptions below for detail)
Superior Court		
Adult Felony, Fugitive/Extradition & Probation Violation Cases	24-40	\$880 per “point” with additional compensation for Class A and B felonies and \$660 jury trial per diem
Adult Drug/DOSA Court	2	\$87,000 per contract
District Court (RALJ) Appeals	1-3	\$1,600 per appeal
Juvenile Criminal and Probation Violation Cases	4-5	\$60,000 to \$75,000/year per contract, depending on whether 4 or 5 contracts are awarded, with additional compensation for Class A/B sex offense cases and \$250 testimonial hearing/trial payment
Juvenile Recovery Court	1	\$51,510
Juvenile At-Risk Youth & CHINS	1	\$75 per hour; paid monthly
Juvenile Truancy Contempt	2	\$75 per hour; paid monthly
Involuntary Commitment	1-2	\$80,000 if one contract; \$600 jury trial per diem
Courtroom Deputy Contract	1-2	\$60,000 if one contract
District Court		
Misdemeanor and Probation Violation Cases	0 - Primary Contract	The current Primary Contractor for District Court is exercising a one-time option to renew for two years
	4 – Conflicts Contracts	1 st conflicts contract: \$32,500 per year based on projected 100 cases per year at \$325 per case 2nd and 3rd conflicts contracts: \$400 per case
	Mental Health Court	\$36,000/year
	Substance Abuse Court	\$61,200/year
	Veterans Therapeutic Court	\$23,400/year

The cost of non-attorney professional services (e.g., experts, investigators) and conflict cases are paid by the County outside/in addition to each contract. Each contract provides for increased compensation in extraordinary cases.

II. DESCRIPTION OF EACH CONTRACT CASE TYPE

A. SUPERIOR COURT

1. Adult Felony, Fugitive/Extradition and Probation Violation

24-40 contracts with individual lawyers and law firms are anticipated. Currently, there are 37 adult felony contracts. “Homicide” cases (including attempted homicide cases) and Persistent Offender cases are excluded from Adult Felony contracts. Attorneys are appointed on these types of cases from a list of attorneys and compensated on an hourly-rate basis.

Adult felony contracts are awarded on a per felony “point” basis, using the point equivalencies listed in the table below. One point is valued at \$880. Contracts are awarded on an annual “points” basis. Absent specific permission, the maximum number of points per attorney in private practice is 100 points, pursuant to the 2002 *Clark County Superior Court Indigent-Defense Standards*. Monthly contract payments equal the number of annual contract points multiplied by \$880 per point divided by 12 months; e.g., 60 points x \$880/point = \$52,800 per year divided by 12 months = \$4,400 per month. This is the base annual contract amount. Monthly payments will be made in the amount of 1/12th the annual (base) contract amount.

Case Type	Points
New Felony Appointment	1
Felony Probation Violation (PV) *	0.333 *
Fugitive/Extradition Appointment	0.333
Exonerated Case	0.25
Material Witness appointments; Post-Judgment Matters, including Motions to Withdraw Guilty Plea or Resentencing (following appellate remand), conditional release court hearings pursuant to RCW 10.77.150; and Diversion or Sentencing Alternative revocation hearings held more than 365 days from counsel’s original appointment or for counsel who did not previously represent defendant	0.5

* Maximum of 0.666 point for multiple PVs for same client/appointment

In addition to the monthly contract compensation, contractors are paid “additional compensation” for Class A (\$1,595) and Class B (\$770) sex offense cases, and Class A (\$770) and Class B (\$220) non-sex offense cases. “Additional compensation” amounts are paid monthly following the month of appointment.

Felony Type	Value	Additional Compensation
Class A Non-Sex Offense	\$1,650	\$770
Class B Non-Sex Offense	\$1,100	\$220
Class C Non-Sex Offense	\$ 880	\$0
Class A Sex Offense	\$2,475	\$1,595
Class B Sex Offense	\$1,650	\$770
Class C Sex Offense	\$ 880	\$0

A *per diem* is paid for jury trials: \$660 per full day (1/2 day increments) of jury trial and \$330 maximum for the time a jury deliberates. A flat \$330 is paid for bench trials.

A felony contractor loses 0.5 point if counsel withdraws or there is a substitution of counsel within 30 days of counsel’s appointment and 0.25 point if the change occurs within 60 days of appointment. “Additional compensation” paid for a case in which there is a change in counsel within 30 days of the original appointment is re-credited or re-paid to the county.

If an appointed client fails to appear and a warrant is issued, a contractor will receive a new point, but no additional compensation, for reappointment only if 180 days or more have passed since the issuance of the warrant.

The following table displays the number and mix of felony appointments for 2019 and projected 2020.

Felony Type	2019	Proj 2020
Class A Non-Sex Offense	159	163
Class B Non-Sex Offense	905	851
Class C Non-Sex Offense	1,413	1,396
Subtotal	2477	2410
<hr/>		
Class A Sex Offense	78	72
Class B Sex Offense	46	62
Class C Sex Offense	21	23
Subtotal	45	157
<hr/>		
Grand Total	2,622	2,567

2. Adult Drug/DOSA Court

Two contracts are anticipated for representation in Superior Court's Adult Drug/DOSA Court. Workload will be shared between the two contractors. The attorneys will provide all staffing and representation services. Contractors are responsible for ensuring back-up coverage, if needed. Currently, there are 112 participants in the Adult Drug Court and 70 participants in the DOSA Court. Staffings and court currently are held Thursdays (9 a.m.-4:00 p.m.) and Fridays (10 a.m.-3:30 p.m.).

Annual compensation: \$87,000 per contract; 1/12th monthly payments.

3. District Court (RALJ) Appeals

One to three contracts are anticipated for representation in District Court misdemeanor appeals to Superior Court. Workload will be divided between the contractors, if more than one contract is awarded. Projected caseload is 20-26 appeals per year.

Compensation: \$1,500 flat fee for each appeal; paid the month following appointment.

4. Juvenile Criminal and Probation Violation Cases

Clark County anticipates awarding four or five contracts. Additional Compensation of \$1,400 is paid for each Class A or Class B sex offense. A \$250 testimonial hearing/trial *per diem* is paid.

Case Type	Annual Projected Cases	Projected Case Mix Per Contract (if 5 contracts)
A, A-, B+ and B	200	40
C+ and C	120	24
D+, D and E [misdemeanor]	300	60

Probation Violations	380	76
	1,000	200

Annual compensation for each contract is \$60,000 if five contracts are awarded and \$75,000 (\$300 per case) if four contracts are awarded; 1/12th monthly payments.

5. Juvenile Recovery Court

One contract is anticipated. The attorney will provide all staffing and representation services for youth who participate in this therapeutic court. Contractor is responsible for ensuring back-up coverage, if needed. Maximum capacity of the court is 50 youth. Staffing and court currently are held on Wednesday afternoons (12:30-4:30 p.m.).

Annual compensation: \$51,510; 1/12th monthly payments.

6. At-Risk Youth and Child in Need of Services (BECA Cases)

One contract is anticipated. The attorney will provide representation for all court appointments made in these two case types (RCW Chapter 13.32A). Contractor is responsible for ensuring back-up coverage, if needed. Cases in which the contractor has a conflict of interest are handled on a case-by-case hourly appointment basis by other counsel.

Compensation: \$75 per hour. Monthly invoices for work performed on appointed cases in a month are paid the following month.

7. Truancy Contempt

Two contracts are anticipated. The two attorneys will share the workload of representing youth in Truancy Contempt proceedings. Appointments are rare.

Compensation: \$75 per hour. Monthly invoices for work performed on appointed cases in a month are paid the following month.

8. Involuntary Treatment Act -- Mental Commitment

One or two contracts are anticipated for representation of persons who are subject to RCW Chapter 71.05 proceedings. Contractor(s) is responsible for ensuring back-up coverage, if needed. Cases in which the contractor(s) has a conflict of interest are handled on a case-by-case hourly appointment basis by other counsel. Projected number of hearings per year: 350-400. Hearings currently are held: Monday, Wednesday and Thursday.

Annual compensation: \$80,000 (if one contract); 1/12th monthly payments.

9. Indigent Defense Coverage Contract

One or two contracts are anticipated for this position. The attorney(s) will provide coverage for first appointments / criminal matters as requested by the Indigent Defense office.

B. DISTRICT COURT

1. Conflict Misdemeanor and Probation Violation Cases – Cases for Which the County’s Primary District Court Contractor is Unavailable

- a. First Conflicts Contract.** One contract will be awarded for misdemeanor and probation violation cases in which the Primary District Court Contractor has a conflict of interest or there is a co-defendant. The anticipated number of first conflict cases is 84 per year.
Annual compensation: \$24,192 (\$288 per case); 1/12th monthly payments.
- b. Second and Third Conflicts Contracts.** Two contracts are anticipated for the rare District Court case where the first or second conflicts contractor must withdraw or there are multiple co-defendants.
Compensation: \$325 per case; paid the month following appointment.

2. Mental Health Therapeutic Court

One contract is anticipated. The attorney will provide all staffing and representation services. Contractor is responsible for ensuring back-up coverage, if needed. Full capacity is 50 participants. Staffing and court currently are held Wednesday afternoons (12:30-4:30 p.m.).
Annual compensation: \$36,000; 1/12th monthly payments.

3. Substance Abuse Court (SAC)

One contract is anticipated. The attorney will provide all staffing and representation services. Contractor is responsible for ensuring back-up coverage, if needed. Full capacity is 80-85 participants. Staffing and court currently are held on Tuesdays (8:30 a.m.-4:00 p.m.).
Annual compensation: \$61,200; 1/12th monthly payments.

4. Veterans Therapeutic Court

One contract is anticipated. The attorney will provide all staffing and representation services. Contractor is responsible for ensuring back-up coverage, if needed. Full capacity is 50 participants. Staffing and court currently are held Monday mornings (8:30 a.m.-noon). **Attorneys who are veterans may receive preference.**
Annual compensation: \$23,400 for 2013; 1/12th monthly payments.