

On April 11, 2012, IDS issued Preliminary RFP #12-0001 and invited the bar, bench, and other system actors across the state to submit questions and comments. The chart on the following pages contains all of the questions and comments that IDS received during the question period, as well as IDS' answers. All questions and comments were submitted by private assigned counsel, and IDS did not receive any questions or comments from other court system actors.

Common Questions:

The most common question that IDS received addressed the definition of a disposed case and the number of credits that a contractor would receive for each disposition. Specifically, a number of attorneys asked why contractors would only receive one credit toward their expected range of dispositions for cases involving multiple charges or counts, if all of the charges or counts are resolved on the same day in the same court before the same judge. The "same day, same court, same judge" definition of a disposition is the same definition that IDS has used since it was created in 2001. As a result, all of the variations in terms of the number of charges that can be associated with one disposition, as well as the number of continuances and other factors that affect the amount of time required, are already built into IDS' existing case cost data. Thus, they are also already built into the average amount of time attorneys claim by case type, the expected range of dispositions, and the amount of the per unit compensation.

Many questions that IDS received also suggested some confusion about the difference between a newly assigned case for data reporting purposes and a disposed case for dispositional credit purposes. Contractors will be required to enter basic data about each newly assigned case into the web-based Contractor Case Reporting System so that IDS will be able to monitor pending cases and ensure that contractors are receiving the expected number of assignments. Each new unique client will constitute a newly assigned case for this purpose. The number of dispositions, and thus the number of case credits, will not be determined until each of the client's charges are resolved. At that point, contractors will receive the dispositional credit specified in Section 7.2 of the contract for each group of charges that are resolved on the same day in the same court before the same judge.

Primary Changes:

In addition to some relatively minor changes to several provisions, Final RFP #12-0001 contains the following substantial revisions:

1. IDS received a lot of conflicting information from local court actors about child support contempt court schedules and the number of contractors that would be needed to cover each session. As a result, Final RFP #12-0001 does not seek offers for child support contempt cases. IDS intends to investigate local needs further and to issue a subsequent RFP for child support contempt cases.
2. While the definition of a child support contempt session appears to work well in many counties and districts, it does not work well in Wake County and probably will not work well in other large urban areas. As a result, IDS has amended Section 1.8 of the contract to state that the standard definition applies unless an alternative county-specific definition is included in Section 14 of the contract. As IDS issues RFPs and contracts for child support contempt cases, we intend to work with local actors to ensure that individual contracts include an appropriate and workable definition of a session.
3. Based on further data analysis, Final RFP #12-0001 contains revised case credits for juvenile delinquency cases. Section 7.2 of the contract now provides that delinquency contractors will receive one case credit for misdemeanor cases and Class F through I felony cases, and will receive two case credits for Class A through E felony cases.
4. Preliminary RFP #12-0001 provided that contractors who are compensated on a per session basis pursuant to their accepted cost/price offers would not be eligible to apply for additional compensation for extraordinary cases or for reimbursement of extraordinary expenses. Final RFP #12-0001 has been revised to allow such contractors to apply for reimbursement of extraordinary expenses.

Preliminary RFP #12-0001

| County | Contract Category | Reference | Question/Comment | IDS Answer/Response |
|-------------|-------------------|-----------|--|---|
| 1 Cleveland | General | N/A | Our office received a post card regarding RFPs for contracts for indigent cases in our judicial district (Cleveland County 27B). When I went to the website it appeared that only the Third Judicial Division, which includes Districts 9 (Franklin, Granville, Vance, and Warren Counties), 9A (Caswell and Person Counties), 10 (Wake County), 14 (Durham County), 15A (Alamance County), and 15B (Chatham and Orange Counties) were being considered at this time. Can you please provide some clarification regarding when or if attorneys in our district should participate in this process? | The General Assembly has directed IDS to issue RFPs for contracts for all indigent cases in all judicial districts. Because of the sheer volume of cases implicated, IDS will be staggering the issuance of RFPs by geography and by case type. While Preliminary RFP #12-0001 only covers certain case types in Districts 9, 10, and 14, we alerted the defense bar statewide because that RFP includes a question period and subsequent RFPs may not include a question period. Our current plan is to roll out RFPs across the state in the following order: 1) Judicial Division 3; 2) Judicial Division 1; 3) Judicial Division 2; 4) Judicial Division 4; 5) Judicial Division 6; 6) Judicial Division 5; 7) Judicial Division 7; and 8) Judicial Division 8. |
| 2 Guilford | General | N/A | For contract categories not included in the initial RFP, does IDS know when future RFP's will be issued to cover those categories? | We are still working on a firm timeline, but we hope to issue a RFP for the remaining counties and contract categories in the Third Judicial Division later this year. Our current plan is to roll out RFPs across the rest of the state in the order specified in our response to Question #1, above. |
| 3 Chatham | General | N/A | Will contracts for the first judicial districts being invited be filled/announced/awarded before other district offers are due? | Not necessarily. We may issue subsequent RFPs before contracts are awarded in response to Final RFP #12-0001. |
| 4 Guilford | General | N/A | Do the initial RFP's have any bearing on future RFP's? For example, will attorneys who receive contracts under the initial RFP be given preference in future RFP's? (By future RFP's, I am referring to RFP's involving the case categories currently not listed in this initial RFP, not to the renewal of contracts.) | No, attorneys who receive contracts pursuant to the initial RFP will not be given any preference with future RFPs. The evaluation committees will evaluate the relative qualifications of each set of offerors without regard to prior contractual awards. |
| 5 Chatham | General | N/A | Is it necessary for an attorney to (already) be on the approved list for a specific Court in order to submit an offer? | No. |
| 6 Chatham | General | N/A | Is there any automatic approval of atty for ct. appt, if atty has been doing that work for an extended amt. of yrs. | No. All interested attorneys will need to submit offers on the qualifying Offer Forms provided by IDS. |
| 7 Chatham | General | N/A | How will the Clerk assign new cases in keeping with the relative units awarded to the various attorneys? | IDS will provide each Clerk's Office (or, if applicable, each Public Defender's Office) with contractor rosters that are proportionate to the workload each contractor has agreed to handle. Through the web-based Contractor Case Reporting System, IDS will monitor newly assigned cases and dispositions to ensure that they match expectations and, if they do not, IDS will work with local actors to adjust caseloads. |
| 8 Chatham | General | N/A | When a judicial district has a method in place of assigning attys, but by "Kismet" of the rotation, atty does not receive certain nos. of new apptments, thus affecting her dollars how is that handled? Also, does IDS expect the district methodology to just go away, because it can't guarantee a totally effective allocation of cost vs clientele to attys. | IDS expects the current local procedures for appointing counsel to adapt to this new system that the General Assembly has mandated. IDS will provide local actors with new contractor rosters, and the Clerk's Office (or, if applicable, the Public Defender's Office) will make assignments from those rosters in a rotation that ensures that each contractor receives his or her contractual caseload. Through a web-based Contractor Case Reporting System, IDS will monitor contractors' pending cases and dispositions to ensure that they are receiving the appropriate number of cases and will work with local actors to make any necessary adjustments. |
| 9 Chatham | General | N/A | Will attorneys who do not submit or who are not selected for contracts – but who are on the approved list – still get cases? | That will depend on how many qualified offers IDS receives. IDS believes the General Assembly's intent is to replace the local lists with contractor lists. However, there may be some overflow cases and/or conflict cases that will need to be assigned outside of the contracts. That may be accomplished through assignments to truncated local lists or through negotiated supplemental contracts. |

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| 10 | Wake | General | N/A | In Wake County, there are two small conference rooms attached to the courtroom, would IDS consider allowing for one of those rooms be designated for sole contractor use? | IDS suggests that contractors speak with local court personnel and the Public Defender's Office about that possibility. |
| 11 | Guilford | General | N/A | For Guilford County cases, will the contracts include both High Point and Greensboro or will there be separate contracts specific to each courthouse? Will attorneys who are willing to take cases in both High Point and Greensboro be given preference for contracts? | IDS has not yet made that determination because we have not yet reviewed the data from Guilford County. However, unless there is some reason not to, we expect to issue one RFP for cases in both courthouses. |
| 12 | Chatham | General | N/A | Do we need an attorney to represent us? | IDS does not understand this question. |
| 13 | Gaston | General | RFP, § 1.2 | Will IDS be issuing RFPs in all counties? | Yes. The General Assembly has directed IDS to issue RFPs for contracts for all case types in all judicial districts. |
| 14 | Guilford | General | RFP, §§ 2.2, 3.8 | For those of us outside Districts 9, 10 and 14, will the RFP's in our districts cover the same case types as this one? Specifically, when the initial RFP is issued for District 18 (Guilford County), which case categories will be included? | By the time we reach District 18, we expect to simultaneously issue one or more RFPs for all contract categories described in Section 2.2 of Preliminary RFP #12-0001, including any special per session courts that may be in place in the district. In certain counties or districts, we may exclude some case types if the volume of work is too low to justify contracts. |
| 15 | Gaston | General | RFP, § 3.11 Contract, § 13 | Are the prices the same statewide? | Yes, the per unit compensation amounts set by IDS will be the same in all counties and districts. For per session contract categories, contractors will be paid in accordance with their accepted cost/price offers. |
| 16 | Guilford | General | RFP, § 3.11 Contract, § 13 | Will the pay scale listed in this initial RFP be the same in other districts? | Yes, the per unit compensation amounts set by IDS will be the same in all counties and districts. For per session contract categories, contractors will be paid in accordance with their accepted cost/price offers. |
| 17 | Granville | General | RFP, § 3.1 Offer Forms | Are the offer forms submitted a public record? | All Offer Forms submitted to IDS will be part of the public record. If there are portions of an Offer Form that contain information that is exempt from the public records law, they must be marked "CONFIDENTIAL." Despite the label of confidential, the determination of whether specific information is exempt from the public records law shall be governed by North Carolina law. |
| 18 | Chatham | General | RFP, § 1.2 | What has happened to the Judge approving atty lists for areas and not IDS? | Judges should not be approving attorneys for the local rosters now. That is the role of the local indigent committees. Nevertheless, the General Assembly has directed IDS to issue RFPs for contracts for all indigent services, so IDS will be choosing which offers to accept after consultation with local judges. |
| 19 | Wake | General | RFP, § 2.6 Contract, § 6 | How will the fee application reporting process change from the current system? | Contractors will not submit fee applications to be paid for their work. Instead, they will use the web-based Contractor Case Reporting system to enter information on a monthly basis that is substantially similar to that required by the current fee applications. The monthly payment will be triggered by this reporting. Payment will be a fixed amount based on either the set monthly fee for the number of caseload units or the per session fee multiplied times the number of sessions actually handled in the prior month. Contractors will also be able to print a recoupment application form from the web-based system to submit to the judge for entry of a civil judgment for attorney fees in recoupment-eligible cases. |

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| 20 | Chatham | General | Contract, §§ 3.3, 4.8 | How does one bid for substitute work, for eg. I substitute fairly frequently for the appt.child support attys. but it is on an as need basis, so how do I bid for that work (I am on the court appted list). | Attorneys will not submit offers for substitute work. For per unit case types, the contract provides that contractors shall not utilize substitute service providers who are not named in the contract and shall not subcontract or assign any material responsibilities required by the contract without the advance written approval of the IDS Director. For per session case types, the contract provides that, if a contractor will be unable to cover a session that is required by the contract, the contractor shall arrange for a suitable substitute attorney to cover the session. If that happens, the contractor shall still report the session data to receive compensation from IDS and shall directly compensate the substitute attorney. |
| 21 | Bertie | General | RFP, § 3.9 | After reviewing the RFP and the terms of the contract, I question how the terms set for an urban district with more attorneys and higher caseloads would correspond to the numbers that exist in a rural district such as 6B. There is also the concern that attorneys located in rural districts do not have the ready access to CLE courses as do the attorneys in the urban areas. It is difficult for me to gage based upon the numbers published for Durham County, how such a contract would apply to the 6B district as I can't seem to find information regarding the case numbers, dollar amounts paid and number of cases completed for this district. | District 9 is a rural district and is part of the first RFP, so that should give you some guidance about how rural districts might work in terms of the number of caseload units. We also have county-by-county data posted on our website, with caseloads and costs for three fiscal years: http://www.ncids.org/RFP/CountyData/CountyDataIntro.htm . |
| 22 | Bertie | General | RFP, § 3.9 | Despite the fact that IDS is considering Granville County to be rural, I would question it as an example of a rural area, as it is located near to a major metropolitan area. When examining rural areas the agency should differentiate between those located near large cities and those such as the counties in the 6B Judicial district that are at least 1 to 2 hours away from medium to large urban areas. | We are not sure we understand the relevance of this point since the contract system will work the same in urban and rural counties, at least where the volume of cases is sufficient to justify contracts in response to a formal RFP. |
| 23 | Mecklenburg | General | RFP, § 6 | What will be the nature and extent of the data reporting requirements every month? | The data reporting requirements are covered in Section 6 of the contract. Contractors will report all data through a specialized web-based system. In general, the nature and extent of the data that will be required will be similar to what is currently collected on the fee application forms. |
| 24 | Chatham | General | Contract, § 7.1 | Is atty expected to turn down appts, if she has reached her IDS allocation of funds? | IDS is not sure what you mean by "allocation of funds." Section 7.1 of the contract provides that, if, during the course of the contract, a contractor reaches the minimum number of annual dispositions, the contractor must continue to accept new case assignments. However, if a contractor reaches the maximum number of annual cases (including disposed cases and pending assigned cases), the contractor may continue to accept new case assignments pursuant to the contract and renegotiate the monthly compensation or, after advance IDS notification, decline to accept new case assignments. |
| 25 | Chatham | General | Contract, §§ 6, 7.3 | Does IDS anticipate to institute a check system to see if atty is on her annual task to meet goal of appt hrs.? | Yes. Contractors will be entering data about newly assigned and disposed cases, including actual time spent on each disposed case, into a web-based Contractor Case Reporting System, which IDS will monitor. See Sections 6 and 7.3 of the contract. However, the contractual caseload is based on a range of dispositions, not reported hours. |

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| 26 | Guilford | General | RFP, §§ 1.4, 1.6.E | For price offers, will IDS simply choose the lowest price offer or will IDS negotiate with all offerors who meet the qualifications? | For case types in which IDS is seeking cost/price offers, the evaluation process will involve two steps. First, IDS will open all qualifying offers and determine which offerors are qualified. Second, IDS will open the cost/price offers submitted by all qualified offerors. IDS expects to accept the lowest cost/price offers submitted by qualified offerors, as long as those cost/price offers would generate savings compared to current expenditures and IDS believes that the proposed price will be sufficient to ensure quality representation. However, Section 1.4 of the RFP also permits IDS to negotiate in any manner necessary to serve the best interests of the clients. |
| 27 | Wake | General | Contract, §§ 1.5, 3.3 | Can qualifying attorneys in one firm cover for each other if needed (assuming all qualify for that level of case)? If so, how often? | This will continue to be governed by IDS Rule 1.5(d), as well as Section 3.3 of the contract. Both provisions provide that contractors shall not delegate material responsibilities to contract clients, including representation at critical stages of a case. However, a contractor may ask another contractor to appear on his or her behalf and seek a continuance or argue a bond reduction motion for an incarcerated client. |
| 28 | Wake | General | Contract, § 3.3 | If a firm with only one qualifying attorney accepts contract, do cases stay with attorney or the firm if the attorney leaves? | That depends on whether the contract is with the law firm or directly with the attorney. If the contract is with the law firm and an attorney leaves, the contractual obligations remain with the firm. If the contract is with the individual attorney and she changes law firms, the cases will remain with her unless she terminates the contract. See Section 3.3(b) and (c) of the contract for details. (While Section 3.3 previously referred to contracts with law firms or non-profits with multiple named attorneys, IDS has removed the references to multiple named attorneys. Thus, those provisions now apply to contracts with law firms or non-profits with only one named attorney.) |
| 29 | Wake | General | RFP, § 3.2 Offer Forms, #I.C. | Can an offeror propose modifications, and have IDS deny the modifications but accept the contract under its own terms? | Yes. |
| 30 | Wake | General | RFP, § 2.3 Offer Forms, #I.A. | If an offeror offering time on multiple units does not qualify for one type of case, will he or she automatically be disqualified from other types of cases? In other words, should an offeror submit multiple alternative offers in case he or she doesn't qualify for one? | Offerors will be considered for any contract categories for which they have submitted an offer and meet the minimum qualifications (or obtain a waiver of a qualification). However, because IDS may receive fewer offers for one contract category than another, offerors may have a better chance of getting a contract if they submit alternative offers for multiple contract categories. The Offer Forms allow offerors to submit alternative offers and to rank their preferences. |
| 31 | Rowan | General | RFP, § 3.9.A Offer Forms | I am interested in the IDS position, if one has been established, on fractional units. I am interested in continuing to accept cases across the board as I do at present, including misdemeanors, low level and high level felonies, and abuse and neglect cases. However, I do not expect to be in a position to propose more than three (3) total units at most. Will IDS consider a proposal for 1/2 unit in selected areas? | As specified in Section 3.9.A of the RFP, offers for fractions of units will not be accepted, unless specifically requested in the RFP. In counties or districts in which the expected caseload is insufficient to allow for full 20% units in some or all contract categories, IDS may seek offers in half units, with a corresponding reduction in the caseload and compensation. |
| 32 | Durham | General | RFP, § 3.3 | Are attorneys permitted to bid for more than one contract category and in more than one county? | Yes. However, no individual attorney will be awarded contracts for more than five 20% caseload units. |

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| 33 | Bertie | General | Contract, § 7.5 | Concerning the requirement for the contractor to return money to IDS in the event that the number of cases assigned to the contractor do not meet the minimum number of cases estimated by the agency. Most solo practitioners file estimated tax payments on a quarterly basis. Will IDS send correct 1099 forms at the end of the year that would reflect the actual amount of money paid to the contractor to take into consideration any funds that the agency requested refunded, or any additional funds paid over and above the contracted amount? | The 1099s that IDS provides to contractors will reflect the amount of money actually paid to each contractor, and will take into account any amounts that a contractor refunds. |
| 34 | Bertie | General | Contract, § 10 | In the event that IDS does not receive the anticipated funds to cover all of the contracts, why would this not be considered a material breach on the part of the agency. Also will IDS use the figures from 2011 to set the contracts. There has been an increase in the number of indigent cases in some areas and a decrease in others that will not be reflected unless the contracts are based on 2009, 2010 and 2011. | Section 10.4 of the contract provides that, if the General Assembly does not appropriate sufficient funds, IDS will attempt to modify contracts through negotiation. If a contractor elects to treat that as a breach by IDS and to terminate the contract pursuant to Section 10.1, that is within his or her rights. IDS understands that the indigent caseload has increased in some areas and decreased in others, and all projections are based on the most recent three fiscal years of data. |
| 35 | Bertie | General | Contract, §§ 1.5, 3.3 Offer Forms | If a firm with multiple attorneys applies for contract units, will the firm be allowed to substitute any of their attorneys for the one assigned to the case, or will the assigned attorney be the only one allowed to handle the case? If this type of substitution is allowed, as it has been in Bertie County in the past, where there are multiple defendants it causes confusion and duplication of effort on the part of the attorneys representing the other co-defendants. It also puts a solo practitioner at a disadvantage if he or she has cases that take precedence in other courts and would not have a substitute attorney that could appear. | With some limited exceptions specified in the contract, the assigned attorney will be required to handle all material aspects of the case. Section 1.5 of the contract provides that, if a contractor is a law firm or non-profit with multiple named attorneys, an assignment to a specific case will be to an individual attorney named in the contract, not the law firm or non-profit. IDS Rule 1.5(d) and Section 3.3 of the contract further provide that contractors shall not utilize substitute service providers and shall not subcontract or assign any material responsibilities required by the contract, including representation at critical stages of any contract case, without the advance written approval of the IDS Director. |
| 36 | Bertie | General | Offer Forms, #I.C.3. | Why is it important to the agency that an attorney's office may be located in a residence? Is an office on non-commercial property but not part of a residence considered an office in a residence? | IDS is seeking basic information about offerors' office facilities, and we believe that whether an office is located in a residence is relevant to the issue of being accessible to clients. If offerors are in doubt about how to answer that question about their particular office space, we encourage them to describe the space on the Offer Forms. |
| 37 | Chatham | General | RFP, § 2.3 | Does experience in a particular area count (replace) the requirement for recent CLE? | No. However, offerors are free to seek a waiver of specific minimum qualifications, including the CLE requirements. |
| 38 | Chatham | General | RFP, § 3.10 | The material stated that the per session price offers would not be part of the 5 unit limit. Does this mean that attorneys who work the per session courts can be paid for more than 1800 hours/year? | It is unlikely that IDS would award a session contract to an attorney who is also contracting to handle five 20% caseload units. However, if the attorney can demonstrate an ability to keep up with all of the associated work, it is possible. |
| 39 | Chatham | General | RFP, § 2.1 Offer Forms, #I.A., II.D. | How does IDS (plan to) balance offers between Courts/districts without knowing who will be awarded which contracts? How does the offering attorney know how to offer when he/she could be awarded all or part of the contracts submitted for? How will IDS distribute units if more (or less) are requested than are available? | IDS will evaluate each offer against the evaluation criteria set forth in Section 2.1 of the RFP and will award as many units as possible to the most qualified offerors. The Offer Forms give offerors an opportunity to rank their preferences and to state whether there is a minimum number of caseload units or sessions that offerors would be willing to accept on a contractual basis. If IDS does not receive enough qualified offers, IDS may enter into contracts for part of the local caseload and leave other cases to a local roster, or IDS may cancel the RFP. |
| 40 | Chatham | General | RFP, § 3.9.A Offer Forms, #I.A. | Can attorney apply/offer for more than 5 units (given no guarantee of how many will be awarded to him/her)? | Yes. The Offer Forms allow attorneys to submit offers for more than five 20% units and to rank their preferences. |
| 41 | Chatham | General | Contract, § 12 | Are the contracts still for a two-year period? | Yes. In addition, there will be an option to renew for a second two-year term without competitive bidding under certain circumstances. |

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| 42 | Franklin | General | RFP, § 2.7 Contract, § 9 | Explain what it means when the RFP says contractors will be subject to "file reviews that ensure client confidences are protected." I will not share my files because they contain work product and client confidences. | IDS understands that client files contain confidential information, but expects to occasionally review motions that have been filed and other records. Section 9.6 of the contract provides that a contractor grants no right to IDS to observe attorney/client consultations or to review information in case files that is privileged because of the attorney/client relationship or work product identifiable to a particular case or client, unless the client expressly, knowingly, and voluntarily agrees in writing. |
| 43 | Johnston | General | RFP, §§ 2.1, 2.3 Offer Forms, #I.C.6. | If a firm would like to hire an associate attorney with little to no experience to handle criminal district and juvenile cases, how would IDS view this in light of the no experience part? | New attorneys with little experience can still meet the minimum qualification requirements for adult misdemeanor and juvenile delinquency cases, and IDS expects many new attorneys to submit offers for those contract categories. New attorneys who are members of firms that provide supervision and mentoring may be more likely to receive contracts than new attorneys who do not have access to supervision or mentoring. |
| 44 | Wake | General | Offer Forms, #I.B. | If it is agreed that an attorney/firm will handle an overflow of non-covered conflict cases, will the contract reflect the change and how will the work be paid? | If that situation arises, IDS will negotiate the payment terms with the interested attorney/firm, and IDS and the contractor will execute an addendum to any existing contract. |
| 45 | Wake | General | RFP, § 3.3 Offer Forms, #I.A. | If I apply for two units under the available category and they get filled or there are no more units available under the specified category in the RFP, will there be an opportunity to apply for additional units under another category if being considered for a contract? Specifically, are the units guaranteed, if considered for a contract, or should an individual or firm apply to all qualified units to ensure the chance of getting one or more units? | Offerors should submit offers for all units for which they qualify and are interested in contracting. The Offer Forms have a space for offerors to rank their preference among multiple offers. |
| 46 | Caldwell | General | RFP, §§ 1.1, 1.2, Contract, §§ 5.1, 10.2 Offer Forms | How will you "ensure that the quality of representation is sufficient to meet applicable constitutional and statutory standards"? | We hope that the information we are requesting on the Offer Forms will enable us to evaluate each offeror's qualifications in a meaningful fashion and to accept the offers submitted by the most qualified attorneys. As we establish contracts in each area, we plan to hire four new Regional Defenders who will each be responsible for providing resources and training and for monitoring the quality of work provided by contractors in two judicial divisions. Finally, we will continue to have contact with local actors to obtain feedback on the quality of representation provided by contractors. If contractors are not providing quality services, IDS will take steps to remedy the problems and/or terminate the contracts pursuant to Section 10.2 of the contract. |
| 47 | Wake | General | Contract, § 7.2 | Is one credit equal to one disposition? | Not always. See Section 7.2 of the contract for a complete list of the case and substantive hearing credits for contractors handling caseload units. Per session contracts will be based on an expected number of sessions, not dispositions. |

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| 48 Carteret | Adult Criminal | RFP, § 2.3 | With the new contract system coming in, what I have not heard anything about is what is going to happen to all the formerly appointed defense lawyers who don't get the contracts, new lawyers needing more experience to even qualify to make an offer on a contract, and those who have put much into developing their skills as defense attorneys whose practices may be wiped out because they have not achieved the qualifying trial experience in a system that hates trials and is unfairly controlled by prosecutors. Will this new system mean that all future contractors will have to come from the ranks of the ADAs or ex-APDs or already successful private defense attorneys? Why would any of them be willing to give up a steady paycheck to do this new contract thing? | IDS understands that building the next generation of criminal defense attorneys will be a challenge within a contract system, and we do not view the contractors as the gatekeepers for new attorneys. We hope to work with local actors to develop systems, such as mentoring and second-chair programs, that will allow inexperienced attorneys to develop their skills and qualify for future contracts. We are certainly open to ideas from the bar in each county or district about programs that might work in their area. IDS also understands that trials are rare in many districts, and attorneys who do not have the minimum trial experience may seek a waiver of that requirement. Contractors will also receive a steady paycheck and, unless they are handling indigent cases full time, will be free to supplement that paycheck with income from retained cases and federal appointed cases. |
| cont. | cont. | cont. | Will the owners of contracts eventually become the patron gatekeepers for new lawyers interested in criminal defense? Will new lawyers then bid for an apprenticeship with a contractor? Access to district court criminal work is doable for a new attorney, but most felony work around here appears to me to be for indigent defendants, so access to experience outside the public offices will be mostly limited to a few already existing contractors. Is that the way it will be? | |
| 49 Wake | Adult Criminal | Contract, § 7.2 Appendix A(1)(6) | I see the issue of "credit" when an attorney withdraws for cause. What about when the clients go called and failed? How will that be tallied? | The contract provides that contractors will receive 0.5 credit for withdrawals after substantive work, excluding withdrawals following a failure to appear. The scope of representation policy in Appendix A provides that, if a client fails to appear, the contractor shall continue to represent the client until the prosecutor dismisses the charge with leave to refile or for a period of 6 months following the failure to appear. If the prosecutor dismisses the charge or a contractor withdraws 6 months after a failure to appear, he or she will receive full case credit. |
| 50 Durham | Adult Criminal | Contract, §§ 1.6, 7.2 | As it currently stands, if you are on the high level felony list you may be appointed to low level felonies and misdemeanors. If a contractor is appointed to a class C felony (sec. 3.9) and the defendant is charged with other lower level felonies as well as misdemeanors which categories will the contractor get credit for if not all disposed at the same time in front of the same judge assuming you have bid to be on more than one list? | All charges or matters that are finally disposed at the trial level on behalf of the same contract client before the same judge in the same court count as one disposition. Section 7.2 of the contract provides that, if a low-level felony contractor is assigned to and disposes of a misdemeanor charge that was brought against a previously assigned contract client while the original low-level felony was pending, but the misdemeanor charge is not disposed before the same judge at the same time in the same court, the contractor will receive 0.5 credit toward the expected range of annual dispositions for the misdemeanor disposition. Similarly, if a high-level felony contractor is assigned to and disposes of a low-level felony or misdemeanor charge that was brought against a previously assigned contract client while the original high-level felony was pending, but the low-level felony or misdemeanor charge is not disposed before the same judge at the same time in the same court, the contractor will receive 0.5 credit or .25 credit, respectively. |

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| 51 | Durham | Adult Criminal | RFP, §§ 1.1, 1.2, 2.2.C Contract, § 2.3 | Previously, if were on the high level felony and did not seek to do a murder you were not appointed to do one. If on high level felony list, will you now be appointed one whether you want a murder or not? If you were previously approved for high level felony list and are currently on that list before, will you have to recertify? | Potentially capital cases, which are defined as all first-degree murder and undesignated degree of murder cases, are not covered by RFP #12-0001. Second degree murder cases and murder cases involving a defendant who was under the age of 18 at the time of the offense are included in the high-level felony contract category, and such contractors will be expected to handle those cases if assigned. The contracts are intended to replace the current appointed lists. So, interested offerors who are currently on local rosters will need to submit qualifying offers on the Offer Forms provided by IDS. |
| 52 | Durham | Adult Criminal | RFP, § 3.11 Contract, §§ 7.1, 7.5, 7.6, 7.8 | Under section 3.11, are the figures quoted there minimum or maximum a contractor will be paid for his or her services no matter how many cases? | There is no minimum or maximum compensation. The amounts listed are the set annual amounts that will be paid for contractors to handle the stated range of annual dispositions or substantive hearings. Contractors will be paid 1/12 of the listed annual amount each month after they certify that they have complied with all data reporting requirements. If there are additional cases available and a contractor agrees to handle them, the contractor will be compensated an additional negotiated amount. If a contractor does not meet the minimum number of dispositions in the range, IDS may seek a pro rata refund pursuant to Section 7.5 of the contract. Contractors who handle extraordinary cases or who incur extraordinary expenses may be eligible for additional compensation or reimbursement pursuant to Sections 7.6 and 7.8 of the contract. |
| 53 | Durham | Adult Criminal | RFP, §§ 3.9, 3.11 Contract, § 1.6 | Under section 3.11, if bid and are awarded a unit under the adult high level of felony are expected to dispose of 21-25 per year? Is that taking into account multiple charges and are you being given credit for disposing of several charges as part of the 21-25 cases. Ex. Client A is charged with 4 counts of burglary and you dispose of all 4 at one setting. Is that one credit or 4? | Yes, high level felony contractors will be expected to dispose of 21 to 25 cases annually. Section 1.6(b) of the contract defines a disposed case as all of the charges or matters that are finally disposed at the trial level on behalf of the same contract client before the same judge in the same court. Thus, in your example, that would be one case and one credit. This is the same definition of a case that IDS has used since it was established, so cases with multiple counts and charges are included in the case cost data upon which IDS based the expected range of dispositions and the per unit compensation. |
| 54 | Durham | Adult Criminal | Contract, §§ 1.6, 2.2 | If you do not normally do probation violations but do get appointed to it/them if you have been appointed on the defendant's new charge (usually the reason for the violation) do they count toward the low level felony dispositions? High level felony dispositions? | Per Section 2.2 of the contract, probation violations in Superior Court are in the adult low-level felony category. If a probation violation is disposed before the same judge in the same court as another charge, both charges would count as one disposition. |
| 55 | Durham | Adult Criminal | RFP, § 3.9 | In Durham county will there by chance be any half units if not enough bids for high level felonies? | We do not anticipate seeking or accepting half-unit offers for serious felonies in Durham County. It is possible that may change depending on the number and quality of the offers we receive. |

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| 56 Caldwell | Adult Criminal | RFP, § 2.2.A Contract, § 7.6 | The discussion of "extraordinary cases" raises an issue that I will be addressing several times herein: There appears to be no adjustment or accounting for DWIs, either blood test or breath test, in the misdemeanor caseload. DWIs are unique in North Carolina. They are much more complicated than regular misdemeanors. It would be extremely unusual for me to take less than five hours to resolve the simplest of DWIs. In addition to the amount of attorney time they take, most DWIs aren't resolved in court within six months. Furthermore, for me at least, blood test cases take at least eighteen months of court time to resolve due to the Constitutional requirement that the SBI blood analyst actually appear in court for a contested case. Something must be done about this failure to account for DWIs. Perhaps a breath/appreciable impairment case should count as 2 [credits] for caseload purposes, with a blood case counting for 4 or more [credits]. DWIs either need to be designated as extraordinary automatically, or some additional credit needs to be given for them. | IDS recognizes that DWIs can be more complicated than other misdemeanors; the same can be said for Class A1 misdemeanors. However, in many counties and districts, the volume of DWI cases (and Class A1 misdemeanors) is insufficient to justify separate contract categories. In addition, IDS' case cost data for misdemeanors includes DWIs, which take on average 4.3 hours to dispose in district court, so they have already been factored into the expected range of dispositions and the set monthly payment. If a contractor has an extraordinary DWI case, he or she can request additional compensation or a reduction in his or her caseload pursuant to Section 7.6 of the contract. The fact that some cases can take a long time to resolve is one reason why IDS will be requiring contractors to enter basic data about newly assigned cases, which will enable IDS to monitor contractors' pending caseloads as well as dispositions. |
| cont. | cont. | cont. | | Once IDS has entered into contracts for misdemeanors, local contractors will be free to treat themselves as consortia and to work with the Regional Defender to specialize within contract categories. |
| 57 Franklin | Adult Criminal | RFP, §§ 1.6(b), 7.2, 7.6 | Section 1.6(b) of the contract provides that an adult misdemeanor case is not finally disposed at the trial level until the time for appealing to Superior Court for trial de novo has expired or any trial de novo has been resolved, but Section 7.2 does not provide for any additional case credit for the appeal. Why would contractors who handle misdemeanor appeals to superior court not receive an additional case credit for that work? In our district, misdemeanor appeals also tend to languish for long periods of time. | The amount of time attorneys claim for misdemeanor appeals to Superior Court is already built into IDS' case cost data and, thus, the expected range of dispositions and the per unit compensation. If a contractor has an extraordinary misdemeanor appeal, he or she can request additional compensation or a reduction in his or her caseload pursuant to Section 7.6 of the contract. As indicated above, the fact that some cases can take a long time to resolve is one reason why IDS will be requiring contractors to enter basic data about newly assigned cases, which will enable IDS to monitor contractors' pending caseloads as well as dispositions. |
| 58 Sanford | Adult Criminal | RFP, § 2.3 Offer Forms | At the beginning of section 2.3 of these RFP guidelines, it states that "If an offer is submitted by a law firm, all participating attorneys must meet the minimum qualifications set forth below." Is that saying if a law firm hires an inexperienced associate the entire firm is precluded from doing felony court appointed work? The reason I ask is that my firm just hired myself and another new associate, and we are both recent law school grads who are currently only eligible for misdemeanor appointments. However, the two other attorneys in our firm are experienced lawyers who have been doing felony appointments for a number of years. Because myself and the other new attorney do not meet the minimum qualifications for the felony appointment list, does this mean the two more senior attorneys cannot be appointed to felonies either? If so, how is an established firm ever going to hire a new associate if it means that they will no longer be eligible for felony appointments? | The key phrase is "participating attorney." Only attorneys identified as part of an offer will need to meet the minimum qualifications for the contract category covered by the offer. So, the two experienced attorneys in your law firm could submit an offer for felony units, while you and the other new associate could submit an offer for misdemeanor units. |

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| 59 | Mecklenburg | Adult Criminal | Contract, § 1.6(b) | If a defendant is charged with 3 separate offenses arising out of one occurrence (example: valid car search and charged with PDP, Possession Marijuana, Possession of Alcohol by Minor) is that one case or 3 cases? | That is one newly assigned case. The number of disposed cases will depend on how the charges are resolved. The definition of a disposed case--all charges resolved on behalf of the same client on the same day before the same judge--is the same definition that IDS has used since it was created in 2001. |
| 60 | Mecklenburg | Adult Criminal | Contract, §§ 1.6(b), 7.6 | I recently had a client with 4 no shows within 5 months on same charge. I continued to represent her and Judge concurred with that decision based upon ethics involved. It required 5 court appearances. Is that still one case? Is that an "extraordinary requirement or effort" that would justify additional payment? | That is still one case and it probably would not qualify as an extraordinary case. Those types of cases are already built into IDS' existing case cost data and, thus, the expected range of dispositions and the set per unit payment. |
| 61 | Mecklenburg | Adult Criminal | Contract, §§ 1.6(b). 7.2 | Under 1.6 definition of "case" it states ..."including a former client with new charges" but "excluding an existing client with new charges". What is the difference ? Are you requiring an attorney to represent a defendant on all charges arising out of multiple occurrences that occur after the date of offense on the original charge but before the date of resolution of the original charge. Example: client receives larceny charge #1 on September 1 with a court date of December 1 and is released on unsecured bond. On October 1, same client receives an unrelated larceny charge #2 at a different victim store. That seems to be an "existing client with new charges" and therefor not a 'new case'. Is that one case, two cases...or some other number. | If a former client that a contractor no longer represents faces new charges, that would constitute a newly assigned case for contractual reporting purposes. If an existing client that a contractor still represents faces additional charges, that would not constitute a newly assigned case for contractual reporting purposes. In terms of case credit, disposed cases are what matter. In the example you provided, it would be one case assuming both charges are disposed together. If they are disposed at different times, it would be two cases. As indicated above, the definition of a disposed case--all charges resolved on behalf of the same client on the same day before the same judge--is the same definition that IDS has used since it was created in 2001. Thus, the cost of cases involving multiple charges are built into the case cost data upon which IDS relied in determining the average hours per case, the expected range of dispositions, and the amount of per unit compensation. |
| 62 | Mecklenburg | Adult Criminal | Contract, §§ 1.6(b), 7.2 | I have a current client who over the past 9 months has received 29 different charges as a result of 10 different occurrences, all overlapping each other. Under the definitions and questions above...Is that one case? 10 Cases? 29 cases? | Again, it depends on how the charges are resolved. If they are disposed together, that would be one case. If they are disposed at different times, that would be multiple cases. |
| 63 | Mecklenburg | Adult Criminal | RFP, § 2.2 Contract, §§ 2, 4.10 | Some of the 29 charges have been in superior court and some in district court. Without knowing whether the client will have had future charges in superior court, how will the case be assigned? Does the attorney have to have both district court contract and superior court contract? Will the defendant get a new attorney for superior court charges? | The case will be assigned depending on the level of the highest original charge. If a client's highest original charge is a low-level felony, a low-level felony contractor will be assigned. The contractual payment will cover time spent in district and superior court. If the client is later charged with a high-level felony and the contractor does not handle high-level felonies, Section 4.10(d) of the contract provides that there shall be a presumption that the original contractor will move to withdraw and that all pending charges against the client shall be reassigned to an appropriate contractor. However, if both contractors agree after consultation with the client that dual representation would be in the client's best interest, dual representation shall be permitted. In some case types, Sections 4.10(d) and (e) also require consultations to determine whether a contractor shall move to withdraw. |

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| 64 | Mecklenburg | Adult Criminal | RFP, §§ 3.9, 3.11 Contract, §§ 1.6(b), 7.2, 7.6 | This new RFP clearly favors not continuing cases such that an attorney can handle the case as efficiently as possible with a minimum of court appearances. While I am generally in favor of this, the district attorney in felonies regularly continues probable cause hearings as "not papered" meaning the district attorney is not yet prepared to proceed for some reason. I have had this happen as many as 4 times. Objecting has been a fruitless effort as Judge has indicated "prosecutorial discretion" and not been willing to dismiss a case this early in the proceedings based upon multiple continuances by the State. Will there now be a limit to the number of continuances the ADA may request? Will I be paid for the extra appearances that I have to make in such a case? | IDS has no authority to limit the number of continuances that a prosecutor can seek or obtain. Again, multiple court appearances are built into IDS' existing case cost data and, thus, the expected range of dispositions and the monthly unit compensation. If the time spent in court becomes extraordinary, the contractor can seek additional compensation or a reduction in the number of dispositions pursuant to Section 7.6 of the contract. |
| 65 | Mecklenburg | Adult Criminal | Contract, §§ 1.6(b), 10.4 | It seems the contract attorney is being asked to bear the financial responsibility of district attorneys not being ready and client failure to appear. The district attorneys get paid even if the case is continued and the client still gets representation even if they are irresponsible regarding their court dates. The result is the State continues to pay district attorneys for continuances but not contract attorneys. Why should district attorneys be treated preferentially over the contract attorneys? And, further, under 10.4 on page 23 the State still doesn't have to pay the contract attorney. My question is, "Is there consideration for this contract?" | Contractors will be paid a flat monthly fee, not an hourly or per case fee. Because the amount of the fee is based on IDS' existing case cost data, it takes into account that there will be time spent making appearances for continued cases. In addition, contractors will likely have more cases on each docket, thus minimizing their wait time in court. Section 10.4 is a standard and necessary part of all contracts with the State. If IDS' appropriation is insufficient, IDS will work with all contractors to identify an equitable resolution. If a contractor is not satisfied with that resolution, he or she may elect to terminate the contract. |
| 66 | Mecklenburg | Adult Criminal | Contract, § 1.6(b) | [With respect to] multiple charges overlapping and whether or not they are one case, 29 cases or 10 cases, or 1 charge or 2 charges, a "disposed case" (see 1.6b under standard terms and conditions page 2) is all the matters handled by one judge on the same day. It is advantageous for the defendant, and an ethical duty for contract attorney, to place all charges pending to be handled on one day in order for all charges to be considered "one" for purposes of sentencing and criminal history. Example: facts are September 1 receive larceny #1 with court date of December 1. Defendant gets larceny #2 on October 1 with court date of December 15. Contract attorney has ethical duty to "add on" case #2 for December 1 so that a guilty plea will only count as one conviction for criminal history points and disposition can include staying off premises of both victims. | Nothing in this new contract system changes contractors' ethical duties to their clients. There would be incentives and disincentives in any conceivable contract system, as there is with an hourly pay system, and IDS did its best to design a contract system that will ensure the best possible services for the clients. Again, this type of case variation is built into IDS' existing case cost data and, thus, the expected number of annual dispositions and the set monthly pay. |
| | cont. | cont. | cont. | However, under the 'disposed case' definition, we will be encouraged to have separate hearings to the detriment of the client, who will now receive two convictions in his criminal history. Under the current procedures, the contract attorney has ethically done the same amount of work for two charges whether or not it is counted as 1 charge, 2 charges, 1 disposed case or 2 disposed case. How will this be handled while complying with our code of ethics? The 2 larceny charge is fairly straightforward. How about in the 29 charges case? | |
| 67 | Mecklenburg | Adult Criminal | RFP, §§ 3.9, 3.11 Contract, §§ 1.6(b), 7.2 | Given the complexities involved, ethical duties to the client conflicting with payment by the State, why not just pay us by charge? with exceptions for DWI and DWLR? | IDS believes the system we have designed will better ensure quality than a flat per case or per charge fee. In addition, IDS does not have any data on which to base a per charge system. |

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| 68 Mecklenburg | Adult Criminal | RFP, §§ 3.9, 3.11 Contract, §§ 1.6(b), 7.2, 7.6 | I recently received court dates from the clerks office and out of 3 court dates, 2 were incorrect. As a result those cases were missed. As a result, I have to go double check the court dates, add the cases on and apologize for the mistakes to the court and ada. Will the extra work involved be compensated for? If so, how? The extra work amounts to approximately 1/2 to 1 hour for a case that should take 1 1/2 - 2 hours in total. I am sure if you ask the clerks office they will tell you it doesn't happen often. If you ask the defense bar, they will say it happens quite often. | As explained above, IDS' existing case cost data and, thus, the set monthly per unit compensation, is based on actual time claimed on fee applications. Thus, these types of mistakes that cause attorneys to spend more time on cases are already built into the amount of the monthly pay. If the time spent in court becomes extraordinary, a contractor can seek additional compensation or a reduction in the number of dispositions pursuant to Section 7.6 of the contract. |
| 69 Roxboro | Adult Criminal | RFP, § 1.1, 2.2.C+F60 | Would an attorney have to be on the list for high level felonies to remain on the Capital Defenders list to handle murder cases? | No. Potentially capital cases at the trial level are being excluded from the initial RFPs and are not part of the high-level felony category. |
| 70 Bertie | Adult Criminal | Contract, §§ 1.6, 5.2 Appendix A(1)(e) | In matters of DWLR where the revocation has resulted from unpaid traffic fines or the client's failure to appear on traffic tickets is the assigned attorney responsible for dealing with these collateral matters other than to advise the client to clear the unpaid traffic matters? How much responsibility is a contractor to take for the failure of a client to handle collateral matters? | Section 5.2 of the contract and Appendix A to the contract outline the extent and scope of work. The answer to this specific question can be found in Section (1)(e) of Appendix A: "At or prior to the time of final disposition at the trial level of a client's Driving While License Revoked ("DWLR") case, and upon request of the client, the assigned contractor or public defender shall take reasonable and appropriate steps to address any issues underlying the DWLR, if those issues are in the same county as the pending DWLR case. For underlying issues in other counties, the contractor or public defender shall give the client limited advice and guidance on how the client can address the matters." |
| 71 Bertie | Adult Criminal | Contract, §§ 1.2, 4.10 | If an attorney is assigned to a client and that client is subsequently charged with matters that are not part of the attorney's contract, but the attorney would be competent to handle those types of matters, why could that attorney not continue to handle all of the assigned client's charges and simply receive compensation for the most serious charges on a case by case basis? It seems that this would provide more continuity if the cases were in the same county than to assign another attorney and have dual representation. If the attorney initially assigned to the case was to withdraw it would also reduce the number of credits for disposed cases for that attorney. | While we realize that it may be difficult or impossible to completely eliminate the need for any local rosters, IDS believes that the General Assembly's intent was to replace the current system of appointing and paying attorneys on a case-by-case basis with a contract system. |
| 72 Wake | Adult Criminal | RFP, §§ 3.9.A, 3.11 Contract, § 8 | I have been told that IDS has allocated \$230,000 for felonies and that private contract work will be divided into ten units, each paying \$23,000. An attorney may not apply for more than five units, because that is considered a full time amount of work. Is this correct? | Preliminary RFP #12-0001 seeks offers for 10 serious felony units in Wake County. The pay per unit is \$23,500. And, yes, IDS will not award more than five units to one attorney because that would be full-time work. |
| 73 Wake | Adult Criminal | Offer Forms, #I.G. | On page 13 of the proposal, under section G attached submissions request, where it asks for additional information if applying for adult high-level felonies only, how much of an excerpt is needed from a trial transcript? | Offerors are encouraged to submit whatever excerpt(s) they believe will adequately demonstrate their competence and skills. There is no minimum or maximum length. |

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| 74 Durham | Adult Criminal | RFP, § 2.2 Contract, §§ 1.6(b), 2, 7.2 | First, are we going to be keeping client's together? For example, if I have a contract for low level felonies, and my client picks up/has a DWLR charge, will I be expected to handle that as well? If I do, will that be a separate disposition? | The RFP and contract provide that adult low-level felony contractors will also handle other adult low-level felony or misdemeanor charges that are brought against a previously assigned contract client while the original low-level felony is still pending. If the charges are disposed together on the same day before the same judge, they would count as one disposition. If the charges are resolved at different times, they would count as two dispositions. However, pursuant to Section 7.2 of the contract, a low-level felony contractor who disposes of a DWLR separately would receive 0.5 case credit. The cost of cases like that are built into IDS' existing case cost data and, thus, the expected range of dispositions and the set monthly fees. |
| 75 Durham | Adult Criminal | Contract, §§ 1.6(b), 7.2 | Second, if a client is charged with two separate cases, and one is indicted and one is dismissed in district court, is that 2 separate dispositions? What if the dismissed charge was a related misdemeanor? | Yes, that would be two separate dispositions because the charges were not disposed on the same day before the same judge. The case credit would be determined in accordance with Section 7.2 of the contract. |
| 76 Wake | Adult Criminal | RFP, § 2.2 Contract, § 2 | How will the new system deal with needs of civil family court contempt issues? | Non-child support civil contempt cases in District Court, including contempt of a parent in a delinquency case, are part of the Adult Misdemeanor contract category. Non-child support civil contempt cases in Superior Court are part of the Adult Low-Level Felony contract category. |
| 77 Wake | Child Support Contempt | General | What expectations would IDS have of contractors in dealing with clients' needs to have orders for arrest recalled/modified? Also, how would contractors need to address bond/purge modifications? Under the current system, clients requesting OFAs to be recalled contact child support enforcement staff or clients just show up in court? Also, under the current system, attorneys don't have any idea who has been arrested until court time - will attorneys be provided arrest information sooner than under the current system? | If the person is a current client, the contractor needs to handle the request for an OFA to be recalled or modified. If a client attempts to strike an OFA on his own, the contractor would not know the client's new court date and, if the client did not advocate well for himself, he could end up in jail. Contractors can call the jail or look at jail lists to determine which clients are in custody. A person does not become a current client merely by virtue of being on a docket at a contractor's session. If a person is on the docket and fails to appear so that an OFA is issued, the person has not been found indigent and the case has not been assigned to the contractor. |
| 78 Wake | Child Support Contempt | RFP, § 3.10 | In the information, it states that wake county expects to have only five sessions of child support contempt hearings per week with two attorneys per session; but currently, there are seven sessions per week with varying attorney needs (i.e. on Mondays, there are two sessions with two attorneys per session; on Tuesdays, there is only the morning session, with two attorneys; on Thursdays, there are two attorneys for the morning and one attorney for the afternoon; and on Fridays, there is a morning session and an afternoon session with only one attorney for each session) Is this schedule going to change? If so, how? | We obtained the information in the RFP from local actors in Wake County. Because of the conflicting information we have received about child support contempt sessions in many of the counties covered by Preliminary RFP #12-0001, we have decided to remove that contract category from Final RFP #12-0001 and to issue a subsequent RFP for child support contempt cases. We will confirm the schedules in all covered counties before issuing a final RFP for child support contempt cases. |
| 79 Wake | Child Support Contempt | Contract, § 9.1 | In the information provided, it states that contractors are obligated to visit clients in custody within three days of receiving appointment. How will this apply to "per session child support contempt" matters? | IDS believes that contractors who handle a session of child support contempt cases will most likely conduct initial interviews in court at the time of assignment. In such cases, contractors will not be expected to meet with in-custody clients again within three business days of the assignment. We have added language to Section 9.1 of the contract to clarify that the obligation to meet with in-custody clients within three business days of assignment applies only if the contractor did not meet with the client in court at the time of assignment. |

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| 80 | Wake | Child Support Contempt | RFP, § 3.10 Offer Forms, #I.B. | If an individual attorney wants to propose covering only a portion of number of sessions per week, will IDS consider having more than one attorney or firm handle the per session needs of the county? | Yes. However, as stated in the Offer Forms, preference generally will be given to qualified offerors who are willing to cover all sessions. IDS recognizes that may not be possible in larger counties such as Wake. |
| 81 | Wake | Child Support Contempt | Contract, §§ 5.2, 7.9 Appendix A(4) | After reviewing the RFP further, it stated that contractors would be obligated to file motions to challenge paternity, motions to modify, etc. Once contractors file such motions pursuant to McBride what would be the extent of representation the contractors would provide beyond the initial filing of the motion(s)? How much information/representation is expected to be provided to clients? How would discovery, etc be executed? Would IDS provide assistance for paternity tests and experts? | If a contractor determines that it would be reasonable and appropriate to file a motion to challenge paternity, motion to adjust child support arrears, or motion to modify the child support obligation, and files such a motion, the contractor's representation would include conducting any necessary discovery and presenting the motion to a judge. If a judge finds that a contractor has made an adequate showing of need to justify the assistance of an expert, IDS would pay that expert's fees up to the amount preauthorized by the judge. |
| | cont. | cont. | cont. | | IDS does not pay for paternity testing. Paternity testing can be done in three ways: 1) By agreement, typically in response to a client receiving a letter from IV-D identifying him as a putative father. IV-D will usually ask the putative father if he can pay for the test. If he cannot, IV-D will pay for the test (currently \$90 or \$30/person), and may get the putative father to agree to reimburse the costs if he is found to be the father. 2) By administrative subpoena, and IV-D pays for the testing. 3) By court order, which will typically specify who is to pay. G.S. 8-50.1 states that the party that requests the testing is initially responsible for the costs. Despite that language, IV-D will often agree to pay the initial costs but the putative father will be ordered to reimburse the costs if he is found to be the father. |
| 82 | Franklin | Child Support Contempt | Appendix A(4) | The scope of representation policy provides that if a contractor is handling a pending child support contempt case and the client is found in civil contempt and is held in custody with a set purge amount, the contractor has an obligation to assess the client's ability to satisfy the purge amount after 30 days but no more than 45 days have passed and to make reasonable efforts to have the client brought back to court. Does this extend our current representation? The General Statutes require such a defendant to be brought back in front of a judge within 90 days. | Based on the language in the General Statutes requiring such a defendant to be brought back to court within 90 days, IDS has deleted that provision from the policy in Appendix A. |
| 83 | Wake | Child Support Contempt | Appendix A(4) | The Preliminary RFP #12-0001 stated that contractors would be obligated to have clients (found in contempt and held in custody with cash purges) to be brought back into court within 30-45 days after such cash purge is established to determine clients' ability to pay such purge(s). What changes, if any, will be made to allow attorneys to have access to such information? Under the current system, there are no reporting mechanisms to assist defense attorneys with such information, and the burden of communicating with family members of clients ability to pay purges falls on Child Support Enforcement workers and other staff. | Contractors can determine whether a purge payment has been made through the jail, clerk's office, or child support enforcement office. Some jails even have bonds/purge amounts posted online. Contractors should be able to establish local protocols to obtain this information. That being said, based on the language in the General Statutes requiring such a defendant to be brought back to court within 90 days, IDS has deleted that provision from the policy in Appendix A. |

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| 84 | Guilford | Child Support Contempt | RFP, § 3.10 Contract, §§ 1.8, 2.8 | For child support cases, I am quite concerned with the assignments occurring on a per session basis. This does not give attorneys enough time to review the case history, meet with the client and prepare for the case. In fact, it seems that this type of "per session" system is opening the door to malpractice. What is IDS' response to these concerns? What will IDS do to ensure we maintain a high level of representation given this very limiting format? | Many counties and districts currently handle child support contempt cases on a per session basis without compromising the quality of representation. IDS has no expectation that cases assigned during a session will necessarily be resolved in that same session; they may be continued to a future session, hopefully one covered by the same contractor. Additionally, the definition of a session includes work done outside of court, such as intervening motions. |
| 85 | Guilford | Child Support Contempt | RFP, § 3.11.B Contract, §§ 7.6, 7.8 | Representation of parents, both indigent and non-indigent in Child Support Court accounts for 50 percent of my practice. In the past year I have represented two indigent parents charged with contempt in Child Support Court who had substantial mental and physical disability issues. Both these clients required an extraordinary amount of time in presenting a case demonstrating their disabilities and expense in terms of the procurement of medical records. To remove Child Support Contempt from exceptional case provisions 7.6 and 7.8 is to me outrageous. These are not cookie-cutter cases. Child support contempt is as deserving of an exceptional case and expense category as any other category. | IDS recognizes that child support contempt cases are not cookie-cutter cases. Those cases are excluded from the extraordinary case provision because the per session price that IDS pays to contractors will be based on their accepted per session price offers. Offerors should anticipate that there may be some extraordinary cases and build that into their price offers. However, we have revised the standard contract terms and conditions to allow contractors handling child support contempt and other per session cases to seek reimbursement of extraordinary expenses. |
| 86 | Guilford | Child Support Contempt | RFP, § 3.10 Contract, § 1.8 | When a "contractor" bids on a "session", does that "session" include all cases for that session or only those cases for which he or she is appointed in that session? In other words, how many cases are in a "session" for the contractor? | A session only includes the cases to which the contractor is appointed in that session. The number will vary by locale. |
| 87 | Wake | Juvenile | RFP, § 3.8 | When will the Juvenile RFP be sent out in Wake County? | IDS intends to release a RFP covering the remaining case types in Districts 9, 10, and 14 later this year, but the precise timing will depend on where we are with the data analysis. |
| 88 | Wake | Juvenile | RFP, § 3.11 | How much would an attorney be paid for one unit of Juvenile work? | IDS has not yet determined the per unit pay for juvenile delinquency or A/N/D and TPR cases. Those payment amounts will be included in the RFP that solicits offers for those case types. |
| 89 | Chatham | Parent Representation | RFP, § 2.2.F Contract, § 2.6 | Is there a distinction between TPR work and AND for purposes of bidding and appt. hours? | No, there is no distinction for purposes of submitting offers or receiving compensation. IDS does not understand the reference to "appt. hours." |
| 90 | Bertie | Parent Representation | RFP, § 2.3.G | For DSS cases why is the requirement allowing for an individual with a degree in social work to handle abuse, neglect and dependency cases. I would submit that the complexities in those areas would require at a minimum the services of a licensed attorney with substantial experience that a social worker would not possess. | IDS respectfully disagrees, and believes that non-attorneys who have experience working with populations with mental health issues, developmental disabilities, and/or substance abuse issues can fulfill the functions of a GAL. That being said, IDS does not know if any non-attorneys will be interested in submitting offers. |
| 91 | Wake | Parent Representation & Child Support Contempt | RFP, §§ 3.9, 3.10 | As a court appointed attorney in Wake county A/N/D and Child Support, I would like to know if when we are asked to bid if these two courts (A/N/D and Child Support) will have the same bidding system. I ask that because, as you know, in A/N/D cases we are paid hourly, so the bidding will make sense. However, Child Support in Wake county pays a pre determined fee for the morning and afternoon sessions, not an hour rate. | A/N/D and TPR cases are not covered by RFP #12-0001. When we issue a RFP for those cases, interested offerors will submit qualifying offers for a certain number of caseload units, and will not submit cost/price offers. The RFP for those case types will specify the set monthly payment for each caseload unit. For child support contempt cases, interested offerors will submit qualifying offers and separately sealed cost/price offers with a proposed per session price. |

| County | Contract Category | Reference | Question/Comment | IDS Answer/Response | |
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| 92 | Durham | Special Proceedings | RFP, §§ 2.1, 2.4 | [I am retired and my current practice consists solely of working part-time on competency cases. I handle less than five appointments per year.] I enjoy my work in Competency cases and would like to submit a proposal to continue. Due to my very limited income and exposure, I have not been able to find malpractice insurance that does not cost more than I earn. When I checked into it, the premium was the same regardless of whether I was working 50 hours a week or 5 hours per week. Is there any way that IDS could assist in attorneys like me who are practicing on a limited or part-time basis to purchase malpractice coverage? I understand why IDS would want to make sure that all attorneys are covered but for some of us, it is not possible. | IDS does not have authority to expend state funds on malpractice insurance. You can seek a waiver of this requirement and propose a modification to the standard contract terms, but we may not allow either. In addition, the volume of work you are currently handling would not even amount to one 20% caseload unit. |
| 93 | Wake | Special Proceedings | RFP, § 3.9.A | Do you have any information regarding the number of units needed and the minimum number of attorneys needed in Wake County for Special Proceedings? | We have not yet finalized our analysis of the historical data on special proceedings in Wake County and, thus, cannot yet state with any certainty the number of units or the minimum number of attorneys needed. We intend to finalize that analysis in the near future and to issue a RFP for special proceedings once we have. To ensure that you are notified about future RFPs, please go to www.ncids.org and click on the "EBlast Registry" link if you have not already done so. |
| 94 | Mecklenburg | Special Proceedings | RFP, § 2.1 | I'm particularly worried about the IDS having a contact system for Incompetency Hearings. I could write for days about it but some cases should have a certain type of individual, whether for quality of representation or for safety of the Guardian ad Litem. Additionally, dealing with time allotted, it is a lot easier to predict time that will be spent on a criminal case vs. an Incompetency Hearing. Incompetency Hearings can seem straight forward, requiring 4 hours of work, and then take a immediate large turn and require 15 more hours of work. This work would be needed to make sure that the potential incompetent person would get the best representation, both for whether he/she is incompetent, and for who the best Guardian of the Person is. Deciding who the best GOP is can be 5 times lengthier than deciding competency. | The Legislature directed IDS to issue RFPs for contracts for all indigent services in all North Carolina counties. Thus, competency cases have to be included in the process. The number of annual dispositions and the per unit fees will be based on historical data that takes into account the variation in cases. |
| | cont. | cont. | cont. | By making these cases part of the contract system, I see this as extremely dangerous for the individuals that need a Guardian ad Litem, and need their GAL to spend the requisite amount of time to decide what is best for them. Quality representation could be destroyed. This is important especially when Respondents do not have the mental capacity to manage through life by themselves, thus needing GAL's to do an excellent job. | |
| 95 | Durham | Special Proceedings | RFP, § 2.2.E Contract, § 2.5 | I see a category on the new form for Special Proceedings but not for Competency. Are there Special Proceedings other than Competency for which IDS makes appointments? If so, what are they? If not, I suggest that the category be changed to Competency, so that attorneys know what they are agreeing to do. | See the definition of special proceedings, which includes competency cases, civil commitments, protective services for disabled adults, and minors requesting judicial waiver of parental consent to obtain an abortion or petitioning to marry. |

| County | Contract Category | Reference | Question/Comment | IDS Answer/Response |
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| 96 Durham | Special Proceedings | RFP, §§ 2.2.E, 3.2 Contract, § 2.5 Offer Forms, # I.B., II.D. | Acting as Guardian Ad Litem in a Competency proceeding is very different from other roles for which attorneys are appointed. If I am able to continue to accept IDS appointments, I would like to limit them to Competency proceedings. | Because there are not enough competency cases in a given county or district for IDS to justify contracting for those case types alone, contracts for special proceedings will include the other case types listed in this category. The only potential exception is if a qualified offeror has a moral objection to handling cases involving minors requesting judicial waiver of parental consent to obtain an abortion. In that case, an offeror may seek to limit his or her offer to the other case types in the special proceedings category by proposing a modification pursuant to Section 3.2 of the RFP. However, preference will be given to offerors who are willing to handle all types of special proceedings. |
| 97 Guilford | Special Proceedings | RFP, § 2.2.E, 3.2 Contract, § 2.5 Offer Forms | For attorneys interested in special proceedings cases in future RFP's, will attorneys be allowed to opt-out of handling judicial [abortion] waivers? Or would this be handled in a request for modification? | An offeror who is not willing to cover this case type can propose a modification pursuant to Section 3.2 of the RFP. However, preference will be given to offerors who are willing to handle all types of special proceedings. |