

**City of Oak Harbor
Request for Proposals (RFP)
Public Defense Services**

The City of Oak Harbor is requesting qualifications from attorneys and/or law firms interested in contracting for public defense services for indigent defendants appearing to answer criminal charges in Oak Harbor Municipal Court. To minimize the need for conflict counsel, the City may contract with two attorneys and/or law firms that are not associated with one another.

Please see the complete RFP (including revised draft Indigent Defense Standards to be considered by the Oak Harbor City Council on November 18, 2014) on the City's website, www.oakharbor.org Click on the Bids and Proposals tab in the Links section, choose Documents, and then search for the RFP for Public Defense Services. Applications will be accepted from Monday, November 3, 2014 to Monday, November 17, 2014 at 4:00 pm.

City of Oak Harbor

REQUEST FOR PROPOSALS: PUBLIC DEFENDER CONTRACT	
City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98277	The City of Oak Harbor requests proposals for the purpose of contracting for Oak Harbor Municipal Court public defense services for indigent criminal defendants.
Deadline for Submittal: Monday, November 17, 2014, at 4 p.m.	
Washington State Public Records Act (RCW 42.56) requires public agencies make public records available promptly for inspection unless they fall within Act exemptions.	

INTRODUCTION

The City of Oak Harbor wishes to initiate a contract for public defense services for misdemeanor offenses. From January to June 2014, there were approximately 188 cases referred to the Public Defender.

SELECTION SCHEDULE

The City will use the following schedule to make its selection so that the contract can begin on January 1, 2015:

Issue RFP:	October 31, 2014
Deadline for Submittal of Proposals:	November 17, 2014
Interview Qualifying Candidate Firms:	Week of December 1, 2014
Contract before Council for Consideration:	December 16, 2014 at 6 p.m.
Contract Start Date:	January 1, 2015

INSTRUCTIONS TO PROPOSERS

1. All proposals shall be sent or delivered to:

Anna Thompson, City Clerk

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

2. All proposals must be in a sealed envelope, clearly marked in the lower left-hand corner: "RFP-Public Defender;" and shall be received at 865 SE Barrington Drive, Oak Harbor, not later than Monday, November 17, 2014 at 4 p.m.
3. No faxed, e-mailed or telephone proposals will be accepted.
4. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the request. Do not include special bindings, colored displays, promotional material, etc. Emphasis should be on completeness and clarity of content.

REQUIRED PROPOSAL CONTENTS

1. Provide a brief firm or practice history and background including the number of attorneys employed and an organizational chart and description as appropriate.
2. Designate the primary contact and describe the current responsibilities of the individual designated as lead attorney.
3. Include a current resume for each attorney who will be primarily assigned to support the City. The resume should include relevant academic training and degrees, and a description of prior relevant experience.
4. Provide information as to how many attorneys work in the firm or practice who are knowledgeable about indigent defense services.
5. Identify support staff such as paralegals and office assistants and provide the number and position titles of support personnel.
6. Identify the location of the primary office and the location from which attorneys assigned to this contract are assigned, including description of facilities for confidential client conferences.
7. Identify proposed method of timekeeping for each assigned case.
8. Identify proposed method for conducting electronic legal research.

9. Identify proposed arrangements for obtaining the services of an investigator.
10. Provide an estimate of the percentage of each attorney's time spent providing indigent defense services to municipalities during the preceding three years.
11. Provide a statement for how the workload responsibilities of the City will be accommodated and specifically how you will insure compliance with Supreme Court Rule 3.1 and all standards and requirements relating thereto and compliance with the City of Oak Harbor Standards for Indigent Defense (**revised draft attached – adoption expected on November 18, 2014**). Be certain to address items outlined in the Scope of Services outlined below.
12. Provide a reference list of all recent (within 3 years) municipal clients and the name and telephone number of a contact person at such municipality for which your firm has provided similar services or provide a reference list of at least two municipal courts where you primarily appear and the name and telephone number of the contact person at such court.

TERMS AND CONDITIONS

1. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
2. The City reserves the right to request clarification of information submitted, and request additional information from any person or firm submitting a proposal.
3. The City reserves the right to award the contract to the next most qualified contractor, if the successful bidder does not execute a contract within seven (7) days after the selection of the successful proposal.
4. Any proposal may be withdrawn up until the date and time set above for submittal of proposals.
5. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.

ANTICIPATED SCOPE OF SERVICES

1. The Attorney shall represent from the time of assignment of the case through trial, sentencing, post-sentence review and any appeals to the Superior Court or Washington Court of Appeals, indigent criminal defendants charged under ordinances of the City of Oak Harbor and State of Washington who the City or Court shall qualify for counsel.
2. The Attorney shall provide criminal defense services at the in-custody calendar, shall attend all hearings and trials involving defendants on whose behalf the Public Defender has

been appointed, and will be available to talk with or meet, in person with indigent defendants, at the Public Defender's office and/or the Oak Harbor Municipal Court and jail facilities.

3. The Attorney shall be available to appear in Court before such individual has been in custody for 24 hours.
4. The Attorney shall comply with all requirements of the Oak Harbor Standards for Indigent Defense and all applicable rules as promulgated by the Washington State Supreme Court, including but not limited to the New Standards for Indigent Defense as established by Order dated June 15, 2012, as amended from time to time.
5. The Attorney shall have at least one confidential conference with each client as soon as feasible after appointment, shall conduct an investigation of the facts using a qualified investigator when required in the exercise of Attorney's professional judgment, shall conduct reasonable legal research into the sufficient of the prosecution's case and the availability of legal defenses, if any, and shall diligently represent the client, including making motions and, trying cases as Attorney deems warranted in the exercise of Attorney's professional judgment, in order to provide adequate legal representation under applicable legal standards.
6. The Attorney shall provide to the Oak Harbor Police Department the telephone number or numbers at which an attorney may be reached for "critical stage" advice to defendants during the course of police investigations and/or arrest twenty-four (24) hours each day.
7. The Attorney shall file monthly reports as required by the Oak Harbor Standards for Indigent Defense with the Attorney's invoice with the City.
8. An attorney assisting the primary contractor shall be licensed to practice law before the courts of record for the State of Washington. The Public Defender shall be responsible for overseeing and approving services performed by other attorneys at no additional cost. The Public Defender must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association. No legal intern shall be used for this contract unless agreed to in advance by the City.
9. Required public defender services include appearance at the Oak Harbor Municipal Court and/or jail for all criminal case calendars, unless excused by the Court, which include standby representation to all in-custody defendants as well as general advice to defendants as out-of-custody arraignments. The Public Defender provides discovery, manages cases, and issues subpoenas.
10. The Attorney may withdraw upon completion of the case as allowed by the Rules of Professional Conduct.

WORK PERFORMANCE EXPECTATIONS

1. Public defender will be adequately prepared for all cases prior to scheduled court date.
2. Public defender will arrive at least 15 minutes prior to the start of all scheduled calendars.
3. Public Defender will bring two (2) attorneys if the calendar has more than 50 defendants on the calendar.

COMPENSATION

Required Information – Your proposal must provide the precise basis upon which you propose to be compensated (for example, an annual fee, monthly fee, hourly rate, per case rate, etc.) or if you choose to prepare another billing format, describe the format, its benefit and provide a sample.

Other Terms and Conditions:

If the proposal includes by-case compensation, City payment for services will be made only after services have been performed and the case reaches disposition to include post sentence reviews (judgment and sentence or dismissal), an itemized billing statement is submitted in the form specified by the City; and as is approved by the appropriate City representative.

Services covered by this RFP that are not explicitly identified as non-routine will be assumed to be included in the basic fee.

A case is counted when the Court screens the defendant for eligibility and appoints the Public Defender, or the Judge directly appoints the Public Defender from the bench.

The case is not counted if a defendant hires his/her own attorney, or if the defendant fails to appear at any hearing and the Public Defender withdraws as attorney of record, pursuant to local rules.

The Public Defender shall not seek payment from the City for any case that subsequently requires a conflict attorney.

Case count is defined by incident date. A single individual charged with several charges arising from one event would be counted as one even if written on two or more citations.

Should the Public Defender withdraw from a case before any substantial work is commenced upon the case, the City shall not be required to pay the Public Defender.

REQUIRED INSURANCE

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Attorney's Commercial General Liability insurance policy with respect to the work performed for the City.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Professional Liability Insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident provided that this requirement is waived if the only vehicles used for purposes of fulfilling this contract are insured separately on a personal policy.

Verification of Coverage. The Attorney shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Attorney before commencement of the work.

The Attorney's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Attorney's insurance and shall not contribute with it.

The Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

The Attorney shall indemnify and hold the City, its elected officials, officers and employees harmless from any and all claims, losses or liability, including attorney's fees, whatsoever arising out of the Attorney's performance of obligations pursuant to this Contract, including claims arising by reason of accident, injury or death caused to persons or property of any kind occurring by the fault or neglect of the Attorney, his agents, associates or employees, or occurring without the fault of neglect of the City.

With respect to the performance of this agreement and as to claims against the City, its officers, agents and employees, the Attorney will need to expressly waive its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Attorney. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent of any of the damages are caused by or resulted from the concurrent negligence of the City, its agents, and employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of the Attorney, its officers, agents and employees.

CONTRACT TERM

The period of performance starts January 1, 2015 and extends three years. The City, in its discretion, reserves the right to automatically renew the contract for an additional three year period, for a total of six years.

COMMUNICATIONS WITH THE CITY

To obtain additional information about this RFP, communications must be directed to the person referenced below. All questions and their answers regarding this proposal will be recorded and made available to inquirers.

Larry Cort
City Administrator
Email: lcort@oakharbor.org
Phone: (360) 279-4501

INDIGENT DEFENSE STANDARDS CITY OF OAK HARBOR

The City Council of the City of Oak Harbor, Washington, hereby establishes these Indigent Defense Standards, including the statements of Purpose, Applicability, Other Applicable Standards and Interpretation, as the Indigent Defense Standards of the City of Oak Harbor, Washington.

A. PURPOSE

These Indigent Defense Standards (“Standards”) are adopted to comply with RCW 10.101.030 as follows:

RCW 10.101.030
Standards.

Each county or city under this chapter shall adopt standards for the delivery of public defense services, whether those services are provided by contract, assigned counsel, or a public defender office. Standards shall include the following: Compensation of counsel, duties and responsibilities of counsel, case load limits and types of cases, responsibility for expert witness fees and other costs associated with representation, administrative expenses, support services, reports of attorney activity and vouchers, training, supervision, monitoring and evaluation of attorneys, substitution of attorneys or assignment of contracts, limitations on private practice of contract attorneys, qualifications of attorneys, disposition of client complaints, cause for termination of contract or removal of attorney, and nondiscrimination. The standards endorsed by the Washington state bar association for the provision of public defense services should serve as guidelines to local legislative authorities in adopting standards.

B. APPLICABILITY

These standards are incorporated into each professional services agreement for public defense services (“Services”) to which the City of Oak Harbor is a party and are applicable to each individual assignment of counsel for an indigent defendant made by the Oak Harbor Municipal Court.

C. OTHER APPLICABLE STANDARDS

The Rules of Professional Conduct as promulgated and amended from time to time by the Washington State Supreme Court apply to all attorneys licensed to practice in the State of Washington.

The New Standards for Indigent Defense as established by Order dated June 15, 2012, as amended from time to time, apply to all attorneys contracted or appointed to provide indigent defense services in the State of Washington.

Violation of other applicable standards is a violation of these Standards.

D. INTERPRETATION

Where uncertainty exists in the application of the Standards, they shall be interpreted in the manner most likely to comply with the Sixth Amendment to the United States Constitution to fulfill the requirements of *Gideon v. Wainwright*, 372 US 335 (1963), and the requirements of the Memorandum of Decision dated December 4, 2012, in *Wilbur v. Mount Vernon*, United States District Court for the Western District of Washington No. C11-1100RSL.

“Indigent defense” has the same meaning as “public defense” and applies to attorneys contracted to provide public defender services to eligible persons charged in the Oak Harbor Municipal Court as well as any attorney appointed by the Oak Harbor Municipal Court to defend an indigent person in a particular case. “Public defender” also includes “appointed counsel.”

E. THE STANDARDS

Standard One. Qualifications of attorneys.

1.1 All attorneys providing Services in Oak Harbor cases shall at all times be licensed attorneys in good standing with the Washington State Bar Association.

1.2 In a firm providing Services, one attorney shall be designated as the lead attorney.

1.3 The designated public defender or the designated lead attorney in a firm providing Services by contract shall have a minimum of five years of experience in a practice emphasizing criminal defense.

1.4 Other attorneys in a firm providing Services should have the required knowledge, experience and skill for the cases assigned. The most complex cases should be assigned to the most experienced attorneys. Less experienced attorneys may be assigned cases for which they have the required knowledge and skill, subject to supervision by the lead attorney.

1.5 No attorney in a firm providing Services shall be assigned sole or primary responsibility for a case unless the lead attorney determines that attorney has the required training, experience, knowledge and skill.

1.6 Rule 9 interns working under the immediate supervision of a licensed attorney may assist on a case in any manner permitted by Rule 9.

1.7 A lawyer assigned to represent a client shall continue representation of that client notwithstanding the expiration of the professional services contract between the lawyer and the City unless permitted to withdraw by order of court.

Standard Two. Training, supervision, monitoring and evaluation of attorneys.

2.1 All attorneys providing Services shall participate in a minimum of seven hours of continuing legal education per year in areas relating to criminal defense law and practice.

2.2 The designated lead attorney in a firm providing Services shall be responsible for the training, supervision, monitoring, and evaluation of all attorneys in the firm, and shall maintain a record of all training activities, including date, topic and names of the attorneys participating. If as a result of supervision, monitoring and evaluation, the lead attorney determines that another attorney's performance falls below these standards, the lead attorney shall require additional applicable training for that attorney, including additional CLE training. If the lead attorney determines that, after receiving appropriate additional training, another attorney's performance persistently falls below these standards, the lead attorney shall not assign that attorney to City of Oak Harbor cases.

2.3 In addition to required continuing legal education (CLE) training, in firms in which three or more attorneys provide Services to the City of Oak Harbor, the lead attorney should provide for in-house training, including training relating to professional responsibility, developments in the law, trial advocacy, rules and procedures in the Oak Harbor Municipal Court, and other appropriate topics for professional development.

Standard Three. Types of cases.

Representation shall be provided for eligible defendants for all cases filed in the Oak Harbor Municipal Court for offenses defined as misdemeanors or gross misdemeanors by the ordinances of the City of Oak Harbor in which there is a possibility of incarceration upon conviction, and appeals therefrom.

Standard Four. Duties and responsibilities of counsel.

4.1 Services shall be provided to all clients whose eligibility has been determined by the City of Oak Harbor through an established screening process in a professional, skilled manner consistent with the minimum standards set forth by the American Bar Association, the Washington State Bar Association, the Rules of Professional Conduct, case law and applicable court rules and decisions defining the duties of counsel and the rights of defendants in criminal cases. The Public

Defender's primary and most fundamental responsibility is to promote and protect the interests of the client.

4.2 Services to be provided to clients shall include, at a minimum, conferring with the client promptly after appointment, investigation of the facts of the case, legal research as required, and motions, trial or plea negotiation as may be appropriate in the case, with due regard for the desires of the client.

4.3 All Public Defenders providing Services by contract shall certify their compliance with the standards for indigent defense by filing a Certification of Compliance quarterly, as required by CrR 3.1, CrRLJ 3.1, and JuCR 9.2. Such forms shall be filed with the Oak Harbor Municipal Court. Copies of each Public Defender's certification shall be provided to the City.

Standard Five. Compensation of counsel.

5.1 The City of Oak Harbor has a constitutional obligation to provide Services that ensure that public defense attorneys and staff are compensated at a rate commensurate with their training and experience. For conflict and other assigned counsel, reasonable compensation shall also be provided. Compensation shall reflect the time and labor required to be spent by the attorney and the degree of professional experience demanded by the assigned caseload. Contracted and assigned counsel shall be compensated for reasonable out of pocket expenses.

5.2 The Public Defender may move the court to fix additional compensation in the event that a particular case requires an extraordinary amount of time and preparation, or to approve adjustment of the caseload counting for that case pursuant to Standard 8.8.

5.3 Attorneys with a conflict of interest shall not be required to compensate the new, substituted attorney under the contract.

Standard Six. Administrative costs and support services.

6.1 All attorneys providing Services shall be provided reasonable compensation for adequate administrative expenses and support services, including providing for adequate office space, staffing and other costs associated with the day-to-day management of a law office. Administrative expenses include travel, telephones, law library including electronic legal research, financial accounting, case management systems, computers and software, office space and supplies, and training. Support services include clerical staff, paralegals, and access to translators, social workers, mental health professionals, and immigration law advisors, as appropriate.

6.2 All attorneys providing Services shall make adequate provision for administrative and support services. Private offices and/or conference rooms shall be available which are convenient to defendants charged in the Oak Harbor Municipal Court and allow the maintenance of confidentiality. Public Defenders shall maintain a telephone system, Internet access and postal address to enable convenient confidential attorney-client communications.

Standard Seven. Responsibility for expert witness fees and other costs associated with representation.

7.1 The expenses of expert witnesses and investigative costs engaged by the Public Defender shall when justified be borne by the City.

7.2 The services of expert witnesses will be paid directly by the City when approved by the Court through ex parte motion.

7.3 Investigative services shall be employed as appropriate. The investigator shall have demonstrated training and experience in the area of criminal defense and investigations relating to criminal matters. Contracts for Services may include investigative services as a part of reimbursed overhead included in the contract compensation for investigators employed by a firm.

Standard Eight. Caseload limits.

8.1 The City of Oak Harbor adopts an unweighted case counting system. A "case" means the filing of a citation or complaint naming a person as defendant and alleging that person has violated an ordinance of the City of Oak Harbor defining a misdemeanor or gross misdemeanor crime in which there is a possibility of incarceration upon conviction.

8.2 A criminal matter shall be defined as one (1) case for caseload limit purposes no matter how many charges are filed against the individual, so long as all the charges arise out of the same incident. Each case assigned to the Public Defender shall only be counted once, irrespective of the number of hearings either prior to disposition or post disposition. Any additional charges filed against the same defendant, arising out of a separate incident, shall be counted by the Public Defender as a new case.

8.3 Each case is counted at the time of initial appointment, regardless of any subsequent proceedings resulting from a client's failure to appear.

8.4 The caseload of a full time public defender or assigned counsel shall not exceed four hundred cases per year.

8.5 The caseload of a public defender or assigned counsel who also maintains a private practice shall not exceed the number of cases resulting from multiplying 400 cases by the percentage of his or her time the public defender devotes to providing public defense services. For example, if 40% of the attorney's practice is devoted to public defense services, then the caseload shall not exceed 160 cases per year.

8.6 The Public Defender will receive no credit for a misdemeanor case when the court dismisses the case upon the motion of the prosecuting attorney before any legal service has been performed. Any case in which the Public Defender's duty is limited to explaining to the individual defendant the implication of any action by the City Prosecutor to reduce a criminal matter to a civil infraction, bail forfeiture or dismissal, shall not be counted as a case assignment to the Public Defender's office. The Public Defender shall receive no credit on cases which are substantively identified as conflicts, with the exception of cases in which, after performing a conflicts check, receiving discovery and having a confidential conference with the client, the client obtains a new attorney at his own expense or through a request to the court, or for other extraordinary circumstances approved by the City, including but not limited to, information or evidence which the Public Defender could not have reasonably known or discovered at the time of the initial conflicts check.

8.7 A RALJ appeal to which the Public Defender is assigned shall not count as a case credit if dismissed prior to briefing.

8.8 The standards provided herein for caseloads may be adjusted upward depending upon the complexity of a particular case. A Public Defender may request to have the weighting for an unusually complex case not addressed adequately by these standards to be increased depending upon the complexity and requirements of the case. The maximum caseload for a particular attorney shall be adjusted downward when the mix of case assignments becomes weighted toward an unanticipated number of more serious offenses or case types that demand more investigation, legal research and writing, use of experts, and/or social workers or other expenditure of time and resources.

Standard Nine. Reports of attorney activity and vouchers.

9.1 Public defenders or firms providing Services shall maintain a case reporting system and information management system. The Public defender or firm providing Services shall provide monthly reports to the City regarding the caseloads generated under the contract for each attorney and intern providing services under the contract,

9.2 The monthly caseload reports to be provided shall identify the number of cases assigned, the case count year-to-date, and records of the time

expended on each case. The monthly caseload report shall also include information on caseload(s) under public defense contracts with other jurisdictions and private practice caseload to permit the City to monitor and evaluate compliance with these Standards. The City may require supplemental reports if the information provided does not allow evaluation of the Public Defender's compliance with caseload limits.

9.3 Requests for payment shall be made by voucher on a form approved by the City Administrator and supported by the monthly caseload report.

Standard Ten. Limitations on private practice of contract attorneys.

Subject to the provisions of Standard Eight on Caseload Limits, there is no prohibition on a public defender engaging in private practice, provided, such private practice does not interfere with performance of Services and complies with all requirements of the Rules of Professional Conduct.

Standard Eleven. Substitution of attorneys or assignment of contracts.

11.1 The contract for Services shall not be assignable without the express written consent of the City.

11.2 In the event of conflict or removal of the Public Defender, Conflict Counsel shall be assigned, either by separate contract with Conflict Counsel or by court appointment. In the event that alternative or Conflict Counsel is required to be assigned, the Public Defender shall bear no part of the costs associated with the appointment of an alternative or Conflict Counsel. The contract should address the procedures for continuing representation of clients upon conclusion of the agreement.

11.3 Conflict Counsel shall adhere to the standards established by this resolution, including but not limited to, an evaluation of the overall case count annually by Conflict Counsel under the procedures set forth in this agreement.

Standard Twelve. Disposition of client complaints.

12.1 Attorneys providing Services shall provide forms and procedures for complaints regarding the provision of Services to any client indicating a desire to make a complaint.

12.2 Attorneys providing Services shall discuss any complaints received with the client and attempt to resolve such complaint.

12.3 Complaints remaining unresolved after a meeting between the attorney and client, or any complaint regarding a violation of any of these Standards, shall be forwarded to the City Administrator, provided, however, that any complaint

regarding trial strategy or any other matter which could breach confidentiality shall be referred to the Washington State Bar Association or the presiding judge of the Oak Harbor Municipal Court. Nothing in this section or in these standards should be interpreted to require the Public Defender or any indigent defendant to breach any duty of confidentiality, including, but not limited to trial strategy.

Standard Thirteen. Termination of contract or removal of attorney.

13.1 The City may terminate the contract for Public Defense Services either “for cause,” after such notice and opportunity to cure as is warranted in the circumstances, or “for convenience,” on 90 days’ notice of termination.

13.2 Removal by the Court of counsel from representation normally should not occur over the objection of the attorney and the client.

Standard Fourteen. Non-discrimination.

The Public Defender shall comply with all federal, state and local non-discrimination laws or ordinances. The duty of nondiscrimination relates not only to the provision of services by the Public Defender to the clients, but also with respect to the hiring and employment practices of the Public Defender Contractor.