

## **25-27 Contract Questions and Answers Part 1**

**Update on 8/8/25.** Deleted language is indicated with a “~~strikethrough~~”, added language is in “**BOLD**”.

**Update on 8/15/25.** Deleted language is indicated with a “~~strikethrough~~”, added language has been **HIGHLIGHTED**.

Below are responses to questions OPDC received during the 25-27 Contract office hours held on 7/29/25, and from the online feedback forms located on the OPDC website. For answers to questions received during later office hours and submitted via feedback forms, please see **25-27 Contract Questions and Answers Part 2** linked on the [OPDC Contracts and FAQ page](#).

Many providers shared the same or similar questions. As a result, some questions were combined into a single question and response.

**Question 1.** Have the drafts of the 25-27 contracts been submitted for legal sufficiency review yet?

**Answer: Edited 8/8/2025** - The **final** Drafts of the 25-27 contracts have not been submitted for DOJ legal sufficiency review yet **because once they get submitted for legal sufficiency review, they cannot be changed. The agency has been working closely with DOJ throughout the process so that language that needs to be in the contract in order to have legal sufficiency has been added.** These drafts will be submitted to DOJ on August 15th, 2025. Although DOJ has not yet provided feedback on these drafts, many of the changes made to the contracts were based on DOJ feedback from the 23-25 contract extensions, and the additional requirements to our contracts as an executive branch agency.

**Question 2.** Will compensation rates for the 25-27 Biennium be retroactive for the months of July-September of 2025?

**Answer:** The increased rates will cover the full 2025-2027 biennium, including July, August, and September of 2025. The difference in rate for the months of July, August, and September will be paid.

**Question 3.** Time to complete certain cases can vary based on country, D.A. charging practices, and specific case circumstances. What recourse is available if I feel the case weight applied to a certain case, or the partial case weight policy does not represent the actual amount of work a case required?

**Answer:** If a provider believes they have a specific case that merits additional weight they can submit for extraordinary case weight by submitting the extraordinary case circumstances form located on the OPDC website.

**Question 4.** The prohibition in the contract on subcontracting does not make sense when considering how consortia firms operate, or when firms need to contract out non-representational services, such as accountants for filing taxes. Is subcontracting allowed in some circumstances?

**Answer: Edited 8/8/2025 - Nothing in this provision restricts Contractor from subcontracting to any person or entity listed in the roster and costs (ROC). Contractor may request OPDC approval in order to subcontract. The subcontractor shall meet the provisions of this contract.**

**Generally, Oregon Executive Branch contracts provide, “Contractor shall not use subcontractors to perform the Work unless specifically authorized to do so by Agency. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them and shall perform the work in a competent and professional manner.” Contractors should expect to see similar language in the final OPDC contract.**

~~OPDC is currently reviewing the language regarding prohibitions on subcontracting to make the distinctions for consortia and non-representational services clearer.~~

**Question 5.** Regarding the reporting requirements for attorneys, there have been instances when OPDC has lost reports from attorneys that have been uploaded and accepted. I am concerned that a report I submit will be lost and I will face a penalty for failing to adhere to reporting requirements. What would happen in this instance?

**Answer:** If an attorney believes their report has been lost after submission they should contact their OPDC contract administrator to determine the cause of the discrepancy. If it is determined that a report was submitted on time, the contractor would not be in violation of the reporting requirements. If it is determined that the report was submitted late, the contractor would be subject to the 5% administrative fee described in the contract.

**Question 6.** I believe the current reporting requirements and deadlines place an undue hardship on attorneys. When considering attorney schedules and changes to case assignments, the proposed model does not allow for enough time to submit accurate reports. Is it possible to adjust the reporting dates?

**Answer:** Edited 8/8/2025 OPDC's budget is driven by the forecast. Timely reporting is essential to the forecast. Inaccurate and untimely reporting causes underweight forecasts that could result in reduced funding or budget shortfalls. OPDC cannot provide oversight without receiving more timely and accurate reports. OPDC cannot address jurisdictional capacity needs and ensure prompt payments to providers without receiving more timely and accurate reports.

~~OPDC is continuing to review reporting requirements, including timelines and submission deadlines in response to provider feedback.~~

**Question 7.** I do not believe it is fair to reduce attorney funding if they fail to maintain a MAC utilization of 85%, especially when considering how specific cases can require significantly more work than their current case-weighting provides. How does OPDC plan to address this issue?

**Answer:** Failing to maintain a MAC utilization of 85% does not result in an automatic reduction of funding. Instead, it results in a discussion and a review between the OPDC and the Contractor. If a provider believes they have a specific case that merits additional weight they can submit for extraordinary case weight by submitting the extraordinary case circumstances form located on the OPDC website.

**Question 8.** The deadlines for termination notification appear to be different for contractors and the OPDC. Why is there a discrepancy?

**Answer:** Edited 8/8/2025 - The 10-day deadline dictates when OPDC has to give notice that an event occurred that could result in the termination and/or suspension of the contract. From there, other timelines are triggered. The whole process could take 40 days or more before true termination of the contract occurs. Contractors have to give 30 days' notice to terminate their contract for cause but do not have to adhere to the same timelines and process that OPDC does.

~~OPDC is currently reviewing termination timelines based on provider feedback.~~

**Question 9.** There are requirements in the attorney contracts for how we handle "state data". What constitutes "state data"?

**Answer:** OPDC is currently drafting a specific definition for "state data" to provide more clarity for providers.

**Question 10.** The insurance requirements include several new types of coverage. Some of these new requirements, such as network security/liability coverage could dramatically increase costs for providers. How are providers expected to pay for this additional coverage without increasing compensation?

**Answer: Edited 8/15/2025: The 25-27 Contracts now recommend network security/liability coverage but DO NOT require it.**

~~Answer: Edited 8/8/2025 – OPDC will confer with DOJ to confirm whether this is a requirement now that OPDC is in the Executive Branch.~~

~~OPDC is continuing to review insurance requirements for contractors based on provider feedback and what is legally required.~~

**Question 11.** Vacancy funding currently does not address the issues specific to small and rural offices, when lack of funding can threaten a firms solvency or filling vacancies takes an extended period of time. Can the current policy/contract address these issues?

**Answer: Edited 8/8/2025 - OPDC's contract is unique in state contracting as it provides funding for vacancies. State contracts normally do not provide any funding for contractor vacancies. The OPDC vacancy policy went before the commission April 16, 2025. The Commission approved policy is [linked here](#). That meeting and the related discussion can be viewed [here](#).**

~~OPDC is continuing to review vacancy review funding based on provider feedback and budget constraints.~~

**Question 12.** The attorney contract states that 1.0 FTE attorneys are not allowed to take on additional paid legal work without permission of the OPDC. Why are attorneys prohibited from taking on additional work outside the contract if they do not believe it would negatively affect the services they provide to OPDC clients?

**Answer: Edited 8/8/2025 - OPDC is deleting this provision.**

~~OPDC is continuing to review the limitations on 1.0 FTE attorneys taking on additional paid work outside the scope of their OPDC contracts.~~

**Question 13.** Do the rates posted to the Provider Contracts and FAQ page of the OPDC website reflect the 6.8% increase for the 25-27 biennium?

**Answer: Yes, the rates posted on the Contracts and FAQ page account for the 6.8% increase.**

**Question 14.** When will we know if OPDC intends to increase or decrease the MAC of a contract?

Answer: Edited 8/8/2025-OPDC data and analyst teams are continuing to work with DAS on the forecasting model. OPDC will provide updates to providers concerning forecast decisions as soon as they become available. **Contractors can expect to hear from their OPDC analyst between 8/12/2025 and 9/1/2025 regarding MAC/FTE for new contracts.**

**Question 15.** When calculating the FTE value for Criminal and Juvenile attorneys based on the monthly MAC case-weight found in Exhibit A, it appears that completing the maximum number of annual cases does not result in a 1.0 FTE caseload. What is the reason for this discrepancy?

Answer: Using the monthly case-weighting values from Exhibit A of the Criminal and Juvenile attorney contract will not require completing additional cases to meet a 1.0 FTE caseload. This discrepancy is the result of not including more decimal points in the text of the contract.

**Question 16.** I am concerned that the Out-Of-County case weighting policies do not adequately take into account the challenges of working cases in new counties and court systems. How does the OPDC plan to address the additional work required in these cases and circumstances?

Answer: If a provider believes they have a specific case that merits additional weight they can submit for extraordinary case weight by submitting the extraordinary case circumstances form located on the OPDC website.

**Question 17.** Regarding supervisory funding for criminal, juvenile, and PCRPs attorneys, the contract currently only grants supervisory FTE credit for contractors with three or more attorneys. Why can't funding be provided on a proportional basis for smaller contractors?

**Answer: Edited 8/8/2025- The limit of supervision funding to contractors with three or more attorneys came out of a series of workgroup meetings with contractors in 2021. After discussing and reviewing best practices all parties agreed that an entity with less than three attorneys has little supervisory duties.**

~~OPDC is currently reviewing the supervisory provisions and requirements for contractors.~~

**Question 18.** I have concerns with the DAS forecasting in regards to Maximum Attorney Caseloads. How is OPDC going to use the DAS forecasts and will they consider workforce retention needs when they make decisions?

Answer: Edited 8/8/2025 - **This is one of the reasons why timely reporting and accurate data is critical. OPDC staff (Program Analysts, Data and Research, Fiscal, Policy, Trial Support and Development and agency Leadership) relies on reported data when working with the DAS Forecast information to address the needs of each jurisdiction. This work is ongoing, and information will be shared with contractors as it becomes available. Contractors can expect to hear from their OPDC analyst between 8/12/2025 and 9/1/2025 regarding MAC/FTE for new contracts.**

~~OPDC staff (Program Analysts, Data and Research, Fiscal, Policy, Trial Support and Development and agency Leadership) are working with the DAS Forecast information, alongside MAC numbers, and the needs of each jurisdiction. This work is ongoing, and information will be shared with contractors as it becomes available.~~

**Question 19.** Why is there not specific funding provided for the training of new attorneys outside of public defense?

Answer: **OPDC does not directly fund training. OPDC pays for legal services to represent clients eligible for public defense expenses.**

~~OPDC has multiple programs that provide training for new attorneys, including the SPPE program, supervisory FTE credit, and the law school clinics.~~

**Question 20. Added 8/8/25- Network and Privacy Liability Insurance (Section 17) The contract includes a requirement for contractors to obtain \$100,000 in network and privacy liability insurance. This requirement is not defined, lacks identified vendors or cost estimates, and creates significant liability exposure. Many providers have not been able to identify coverage that meets this specification.**

Answer: **OPDC will confer with DOJ to confirm whether this is a requirement now that OPDC is in the Executive Branch.**

**Question 21. Added 8/8/25- Extraordinary Expense Requests (Exhibit B, Section K) This language restricts extraordinary funding requests to the beginning or end of cases. This structure may preclude providers from responding to emergent circumstances that arise mid-case. We recommend allowing extraordinary expense requests at any point during the case, subject to appropriate justification and documentation.**

**Answer: An attorney can submit an ECC as early as 30 days after they have been appointed and at any point after up to 30 days after case closure. The initial 30 days after appointment allows time for the attorney to meet with the client, review discovery and fully understand the scope of work required and why a case is extraordinary. Submitting an ECC prior to 30 days would likely lead to an incomplete request that would require resubmission once the attorney has all the necessary case information.**

**Question 22. Added 8/8/25- Succession and Transition Language (Exhibit C, Section F) Requires providers to plan for administrator succession but introduces ambiguity around duties not directly related to succession planning. Language regarding "reasonable steps" to obtain client contact information could lead to release-of-information issues or violate confidentiality obligations. We suggest clearer delineation between administrative planning and client-directed duties, and clarification that no client records may be transferred without informed consent.**

**Answer: Exhibit C, Section F – Relates to succession plans for individual attorneys and not a plan for administrator succession. The administrator's duty is to collect the name of the successor for each of their contract attorneys and report it to OPDC per F(a). The agency is not asking for client case information nor is it asking attorneys to share current client information with their successor. We are asking that the attorney keep up-to-date client files and identify a successor who has access to those files.**