

**WASHINGTON STATE  
CIVIL LEGAL AID OVERSIGHT  
COMMITTEE**

**MEETING OF  
SEPTEMBER 20, 2019**

**1201 PACIFIC AVE.  
ROOM No. C-10: THE VAULT  
TACOMA, WA**

**MEETING MATERIALS**

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**CIVIL LEGAL AID OVERSIGHT COMMITTEE  
MEETING OF SEPTEMBER 20, 2019**

**MEETING MATERIALS**

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Legal Aid (with attachments)**

# TAB 1

# **CIVIL LEGAL AID OVERSIGHT COMMITTEE**

**September 20, 2019**

**1201 Pacific Ave**

**Tacoma, WA 98401**

**Conference Room: The Vault**

**Room Number: C-10**

**10:30 p.m. to 1:30 p.m.**

**605-475-4120**

**PIN 1969975#**

## **AGENDA**

1. Introductions of Members and Guests; Welcome to New Member, Seattle Municipal Court Judge Faye Chess (10:30 – 10:40)
2. Approval of June 20, 2019 Meeting Minutes (10:40 – 10:45)
3. Race Equity Exercise and Discussion (10:45 – 11:30)
4. Updates on OCLA Funded Programs (11:30 – 12:00)
  - a. Civil Legal Aid
  - b. VOCA
  - c. Children's RepresentationLunch Provided (12:00 – 12:30)
5. Update on FY 2020-21 Supplemental Budget Requests (12:30 – 12:45)
  - a. FY 2019 Children's Representation Overspend
  - b. Children's Representation Study Wind-Down
  - c. Assistant Agency Director
  - d. Technology Assisted Forms Project
6. Report from Legal Foundation of Washington and Equal Justice Coalition (12:45 – 1:05)
7. Report from Northwest Justice Project (1:05 – 1:25)
8. New Business
9. Adjourn

# TAB 2

**CIVIL LEGAL AID OVERSIGHT COMMITTEE  
MEETING OF JUNE 20, 2019  
DRAFT MINUTES**

Pursuant to notice duly provided in advance, a meeting of the Civil Legal Aid Oversight Committee was held by conference call on Thursday, June 20, 2019.

**Members Participating in Teleconference:** Chair Judge Greg Tripp (Ret.), Vice-Chair Taylor Wonhoff, Judge G. Helen Whitener, Judge Rebecca Pennell, Chalia Stallings-Ala'ilima, Sarah Augustine, Sen. Frockt; Sen. Rivers, Rep. Jinkins, Rep. Stokesbary

**Members Not Participating:** None

**Staff:** James Bamberger, Director, Office of Civil Legal Aid (OCLA); Hope Hough, Senior Administrative Assistant, Office of Civil Legal Aid; Jill Malat (OCLA); Dana Boales (OCLA)

**Other Participants:** Catherine Brown (Pro Bono Council), Judge Faye Chess (Oversight Committee appointee), César Torres (NJP), John Tirpak (Unemployment Law Project)

Judge Tripp called the meeting to order shortly after noon.

**1. Welcome and Introductions**

Members and participants introduced themselves.

**2. Review and Adopt Minutes of December 7, 2018 Meeting**

Judge Tripp asked if there were any suggested changes to the draft minutes of the December 7, 2018 Oversight Committee meeting, and invited a motion to approve them.

**Motion:** By Mr. Wonhoff to approve the minutes of the December, 2018 meeting.

**Second:** By Judge Whitener

**Action:** Approved unanimously

**3. Recognition of Judge Tripp's Service to the Oversight Committee**

Mr. Bamberger noted that, after six years of service, Judge Tripp will be leaving the Oversight Committee. He said that Judge Tripp's term on the Committee coincided with major initiatives including the Civil Legal Needs Study and initial efforts to implement the Civil Justice Reinvestment Plan. He observed that Judge Tripp offered a thoughtful, cautious, and conservative voice to the Committee but never shied away from taking difficult votes, including his two votes to ask the Legislature to consider a dedicated funding source for civil legal aid. Noting that service on the Oversight Committee is the final stop in Judge Tripp's access to justice journey, having served both on the ATJ Board and the Board of Trustees of the Legal Foundation of Washington, Mr. Bamberger thanked Judge Tripp for his wise counsel and friendship over the many decades the two had worked together.

Judge Tripp shared a few thoughts about the value of civil legal aid, his longstanding service to the cause, and his great privilege to serve as a member and Chair of the Oversight Committee. He wished his colleagues well and encouraged them to stay the course.

#### **4. Election of Chair and Vice-Chair**

Judge Tripp noted that Mr. Wonhoff currently serves as the Vice-Chair/Chair Elect of the Committee. He invited a motion that Mr. Wonhoff be elected as Chair.

**Motion:** By Rep. Jinkins to elect Mr. Wonhoff as Chair

**Second:** By Judge Pennell

**Action:** Unanimous

Judge Tripp invited nominations for the position of Vice-Chair/Chair Elect.

Ms. Stallings Ala-ilima nominated Ms. Augustine for the position of Vice-Chair/Chair Elect. There were no other nominations.

Judge Tripp invited a motion that Ms. Augustine be elected as Vice-Chair/Chair Elect.

**Motion:** By Ms. Stallings Ala'ilima that Ms. Augustine be elected as Vice-Chair/Chair Elect

**Second:** By Mr. Wonhoff

**Action:** Unanimous

#### **5. Legislative Session Review**

Mr. Bamberger referred members to the Director's Report and attachments which outlined the results of the very successful legislative session. He invited participating legislative members to share their perspectives on how OCLA's budget requests were received and managed.

Sen. Rivers said that the success this year was the culmination of the past 5 sessions to build strong bipartisan consensus around civil legal aid. Rep. Jinkins noted that the investment in civil legal aid was part of a package of interrelated initiatives such as consumer debt, juvenile justice reform, health, and mental health that she and her colleagues believe will collectively work to the benefit of people and increase quality of their lives and their communities.

Judge Tripp observed that OCLA has a history of being well-organized, well prepared, working with members on both sides of the aisle and building consensus around civil legal aid.

Sen. Frocht added that OCLA did a terrific job this session. OCLA staff kept us informed and, at the end, offered creative solutions that enabled us to resolving the House-Senate difference.

## **6. Director's Performance Review**

Mr. Bamberger noted that by statute the Civil Legal Aid Oversight Committee is responsible for conducting review of the OCLA Director's performance. The Committee has conducted a performance review about once every three years. Historically, the performance review has been conducted by the Executive Committee with the results being shared and ratified by the full Committee. Mr. Bamberger advised that the most recent performance review was completed in 2016 and that it was time for the Oversight Committee to undertake an updated assessment of his performance.

Mr. Bamberger explained that the Director's job requirements and related performance expectations have expanded greatly in recent years with the addition of the Children's Representation and Crime Victims programs, legislatively directed studies, and related activities. He reported that he had worked with Judge Tripp and Mr. Wonhoff to update the performance review documents that will be sent to individuals both within and outside of the agency with whom he works. He requested that the Committee approve the documents and process and authorize the Executive Committee to proceed as outlined in the Director's Report.

**Motion:** By Ms. Stallings Ala-ilima to proceed with the Director's review as outlined.

**Second:** By Judge Pennell

**Action:** Unanimous

## **7. Initial Review of FY 2020-2021 Supplemental Budget Requests**

Mr. Bamberger explained that the judicial budget development process required OCLA to submit draft supplemental decision packages by May 31, 2019. Because the Legislature took action on all policy level requests in the biennial budget and given the limits and purposes of a supplemental budget, OCLA determined that it would not originate a policy level request focused on any of the matters previously presented to the Legislature. He did determine that two supplemental requests needed to be filed to (a) push unspent funding for the automated document assembly project from FY 19 to FY 20, and (b) establish a new position of Assistant Director at the Office of Civil Legal Aid.

Mr. Bamberger explained that the scope and responsibilities of the agency have expanded to a point where it is no longer sustainable to run an agency without internal staff redundancy or cross-training and that it is imperative to establish a successorship pipeline. He noted that all agency functions are siloed, with each staff member working in their respective sphere of programmatic responsibilities. By any measure of organizational risk factors, the current situation is "high risk" and the best way to address this is to bring on another person in executive leadership. Mr. Bamberger invited members to share their thoughts on the Assistant Director decision package.

Finally, Mr. Bamberger advised that the Statewide Reentry Council – Co-Chaired by King County Prosecuting Attorney Dan Satterberg and Tarra Simmons – have asked the Governor to invite OCLA to submit a decision package seeking funding for a statewide reentry legal aid project. The substantive focus of the project is outlined in the decision package and the Reentry

Council's letter to the Governor which is attached to the package. Mr. Bamberger explained that separation of powers considerations make it impossible for the Governor to revise OCLA's budget in any way; and as such they could not include such a project as part of their budget without OCLA submitting it in the first instance. He advised that OCLA is in consultation with the Governor's office to determine whether the project is a sufficiently high priority that the Governor would embrace it and support funding for it. These conversations will likely continue throughout the summer and into the fall as the budget development process continues to move forward.

Mr. Bamberger asked that the Oversight Committee endorse the first two decision packages, with the understanding that should the Governor wish OCLA to proceed with the reentry project he would bring that back to the Oversight Committee for its endorsement.

**Motion:** By Mr. Wonhoff to endorse the decision packages related to the Technology Assisted Forms Project

**Second:** By Judge Whitener

**Action:** Unanimous

**Motion:** By Mr. Wonhoff to endorse the decision packages related to the proposed OCLA Assistant Director.

**Second:** By Judge Whitener

**Action:** Unanimous

## **8. Standing Race Equity and Justice Update**

Ms. Augustine reminded members of the race equity discussion they had at the December meeting and the agreed-upon next steps. Because of meeting cancellations we have not been able to move forward with the exercise in the REJI Toolkit. She advised that the Committee will schedule that exercise for the September meeting and that e-mail reminders will be sent in advance of that meeting.

## **9. Meeting Schedule**

Mr. Bamberger advised that on the basis of responses received to his scheduling e-mail, there is little consensus. Members discussed best days, times and locations. Mr. Bamberger said he would send out another poll of dates.

There being no further business, the meeting was adjourned at 12:37

# TAB 3

# **CIVIL LEGAL AID OVERSIGHT COMMITTEE**

## **MISSION STATEMENT**

**To ensure that all people in Washington share in the fundamental right to civil justice, the Civil Legal Aid Oversight Committee, consistent with its statutory authority, shall oversee and support the Office of Civil Legal Aid and shall periodically make recommendations to the Supreme Court, the Access to Justice Board and the Legislature as to the most efficient and effective use of state-appropriated civil legal aid funds on behalf of low-income people.**

# TAB 4

## CIVIL LEGAL AID OVERSIGHT COMMITTEE ROSTER (July 2019)

### **Position 1 (BJA 1):**

Name: Hon. Rebecca Pennell  
Address: Court of Appeals, Div. 3  
500 N Cedar St  
Spokane, WA 99201-1905  
Phone: 509-456-3920  
E-mail: [j\\_r.pennell@courts.wa.gov](mailto:j_r.pennell@courts.wa.gov)  
Appointing Entity: Board for Judicial Administration  
Term Expires: June 30, 2021; eligible for reappointment

### **Position 2 (BJA 2):**

Name: Hon. Faye Chess  
Address: Seattle Municipal Court  
600 5<sup>th</sup> Ave.  
Seattle, WA 98104  
Phone: 206-684-5600  
E-mail: [faye.chess@seattle.gov](mailto:faye.chess@seattle.gov)  
Appointing Entity: Board for Judicial Administration  
Term Expires: June 30, 2022; eligible for reappointment

### **Position 3 (Supreme Court 1):**

Name: Hon. G. Helen Whitener  
Address: Pierce County Superior Court  
930 Tacoma Ave., S.  
Tacoma, WA 98402  
Phone: 253-798-3654  
E-mail: [hwhiten@co.pierce.wa.us](mailto:hwhiten@co.pierce.wa.us)  
Appointing Entity: Supreme Court (on recommendation of the Access to Justice Board)  
Term Expires: June 30, 2020; eligible for reappointment

**Position 4 (Supreme Court 2):**

Name: Sarah Augustine  
Address: 132 North 1<sup>st</sup> Ave.  
Yakima, WA 98902  
Phone: 509-453-8949  
E-mail: [director@drcyakima.org](mailto:director@drcyakima.org)  
Appointing Entity: Supreme Court (on recommendation of the Access to Justice Board)  
Term Expires: June 30, 2020; eligible for reappointment

**Position 5 (Supreme Court 3 – Client Eligible):**

Name: Theodore Grammount  
Address: 2345 Beach Street  
Longview, WA 98632  
Phone: 360-355-4628  
E-mail: [theodoregrammount@rocketmail.com](mailto:theodoregrammount@rocketmail.com);  
[grammount@gmail.com](mailto:grammount@gmail.com)  
Appointing Entity: Supreme Court (on recommendation of the Access to Justice Board)  
Term Expires: June 30, 2022; not eligible for reappointment

**Position 6 (Senate Republican Caucus):**

Name: Senator Ann Rivers  
Address: 204 Newhouse Legislative Building  
Olympia, WA 98504  
Phone: 360-786-7634  
E-mail: [ann.rivers@leg.wa.gov](mailto:ann.rivers@leg.wa.gov)  
Appointing Entity: Senate Republican Caucus  
Term Expires: June 30, 2020; eligible for reappointment

**Position 7 (Senate Democratic Caucus):**

Name: Senator David Frockt  
Address: 227 John Cherberg Building  
PO Box 40433  
Olympia, WA 98504-0443  
Phone: 360-786-7628  
E-mail: [david.frockt@leg.wa.gov](mailto:david.frockt@leg.wa.gov)  
Appointing Entity: Senate Democratic Caucus  
Term Expires: June 30, 2021; eligible for reappointment

**Position 8 (House Republican Caucus):**

Name: Representative Drew Stokesbary  
Address: 426 John L. O'Brien Building  
PO Box 40600  
Olympia, WA 98504-0600  
Phone: 360-786-7846  
E-mail: [drew.stokesbary@leg.wa.gov](mailto:drew.stokesbary@leg.wa.gov)  
Appointing Entity: House Republican Caucus  
Term Expires: June 30, 2019; request for reappointment pending

**Position 9 (House Democratic Caucus):**

Name: Representative Laurie Jinkins  
Address: 311 John L. O'Brien Building  
PO Box 40600  
Olympia, WA 98504-0600  
Phone: 360-786-7930  
E-mail: [laurie.jinkins@leg.wa.gov](mailto:laurie.jinkins@leg.wa.gov)  
Appointing Entity: House Democratic Caucus  
Term Expires: June 30, 2020; not eligible for reappointment

**Position 10 (Office of the Governor):**

Name: Taylor (“Tip”) Wonhoff  
Address: Office of the Governor  
PO Box 40002  
Olympia, WA 98504-0002  
Phone: 360-902-4132  
E-mail: [taylor.wonhoff@gov.wa.gov](mailto:taylor.wonhoff@gov.wa.gov)  
Appointing Entity: Office of the Governor  
Term Expires: June 30, 2021; not eligible for reappointment

**Position 11 (Washington State Bar Association):**

Name: Chalia Stallings-Ala’ilima  
Address: Office of the Attorney General  
800 Fifth Avenue, Suite 2000  
Seattle, WA 98104  
Phone: 206-326-5480  
E-mail: [chalia.stallingsalailima@atg.wa.gov](mailto:chalia.stallingsalailima@atg.wa.gov)  
Appointing Entity: Washington State Bar Association  
Term Expires: June 30, 2021; eligible for reappointment

# TAB 5

# CIVIL LEGAL AID OVERSIGHT COMMITTEE OPERATING RULES AND PROCEDURES

(Revised 4-23-07)

## I. Name

The name of this body shall be the Civil Legal Aid Oversight Committee (hereafter Oversight Committee)

## II. Membership

The membership of the Committee is established by RCW 2.53.010 and includes:

- (a) Three persons appointed by the supreme court from a list of nominees submitted by the access to justice board, one of whom at the time of appointment is income eligible to receive state-funded civil legal aid;
- (b) Two persons appointed by the board for judicial administration;
- (c) Two senators, one from each of the two largest caucuses, appointed by the president of the senate; and two members of the house of representatives, one from each of the two largest caucuses, appointed by the speaker of the house of representatives;
- (d) One person appointed by the Washington state bar association; and
- (e) One person appointed by the governor.

## III. Terms of Membership

Pursuant to RCW 2.53.010, the terms of membership of the Oversight Committee shall be staggered so that, after the first three years of the committee's existence, the terms of one-third of the members expire each year. To this end, a term of membership shall be allocated to each position as follows:

### A. Judicial Branch

BJA 1	Initial term -- 1 year, expiring June 30, 2006 Eligible for two full additional terms (through June 30, 2012)
BJA 2	Initial term -- 2 years, expiring June 30, 2007 Eligible for one full additional term (through June 30, 2010)
Supreme Court 1 (attorney)	Initial term -- 3 years, expiring June 30, 2008 Eligible for one full additional term (through June 30, 2011)

Supreme Court 2 (attorney) Initial term -- 1 year, expiring June 30, 2006  
Eligible for two full additional terms (through June 30, 2012)

Supreme Court 3 (client eligible) Initial term -- 2 years, expiring June 30, 2007  
Eligible for one full additional term (through June 30, 2010)

## **B. Legislative Branch**

Senate Republican Caucus Initial term -- 3 years, expiring June 30, 2008  
Eligible for one full additional term (through June 30, 2011)

Senate Democratic Caucus Initial term -- 1 year, expiring June 30, 2006  
Eligible for two full additional terms (through June 30, 2012)

House Republican Caucus Initial term -- 2 years, expiring June 30, 2007  
Eligible for one full additional term (through June 30, 2010)

House Democratic Caucus Initial term -- 3 years, expiring June 30, 2008  
Eligible for one full additional term (through June 30, 2011)

## **C. Other**

WSBA Initial term -- 1 year, expiring June 30, 2006  
Eligible for two full additional terms (through June 30, 2012)

Office of the Governor Initial term -- 2 years, expiring June 30, 2007  
Eligible for one full additional term (through June 30, 2010)

## **IV. Officers**

There shall be a Chair and a Vice-Chair/Chair-Elect. The Chair and Vice-Chair/Chair-Elect shall be selected by the full membership of the oversight committee.

### **A. Term**

The term of the Chair and Vice-Chair/Chair-Elect shall run commensurate with the state fiscal calendar, commencing on July 1<sup>st</sup> of the odd numbered year and ending on June 30<sup>th</sup> of the succeeding odd numbered year. The Chair and Vice-Chair/Chair-Elect shall not be eligible to serve more than one biennial term, *provided that*, the initial Chair and Vice-Chair/Chair Elect may serve up to one additional biennial term.

### **B. Authority/Responsibility of Officers**

#### **1. Chair**

The Chair shall preside over all meetings of the Civil Legal Aid Oversight Committee. The Chair shall also serve as the spokesperson for the Oversight Committee, execute official documents (including, but not limited to, statutorily required reports) and represent the Oversight Committee on matters relevant to the Oversight Committee's work as circumstances require. The Chair shall be the primary point of contact for the Director of the Office of Civil Legal Aid. The Chair shall serve as the chair of the Executive Committee.

#### **2. Vice-Chair/Chair-Elect**

In the event of the Chair's absence or unavailability, the Vice-Chair/Chair-Elect shall perform all functions of the chair on an as-needed basis. The Vice-Chair/Chair-Elect shall serve as a member of the Executive Committee.

## **V. Committees**

There shall be an Executive Committee. The Executive Committee shall consist of three members, the Chair, the Vice-Chair/Chair-Elect and one of the Oversight Committee's legislative members.

### **A. Appointment of Legislative Member; Succession**

The legislative member of the Executive Committee shall be selected by the four legislative members of the Oversight Committee. The first legislative member shall serve from the date of the first meeting through June 30, 2007. In the event that a legislative member is no longer eligible to serve on the Civil Legal Aid Oversight Committee by reason that he or she no longer serves as an elected state senator or representative, such legislator shall submit his or her resignation to the Chair of the

Oversight Committee and the legislative caucus that appointed him or her to the Oversight Committee. Upon appointment of a successor by the appropriate legislative caucus, the legislative members shall meet and select a member to serve on the Executive Committee.

## **B. Responsibilities**

The Executive Committee shall develop procedures and criteria to review the performance of the Director of the Office of Civil Legal Aid and perform such other responsibilities as the Oversight Committee deems appropriate.

The Oversight Committee may establish such other committees as it determines appropriate to perform its statutory functions.

## **VI. Staffing**

The Oversight Committee, the Executive Committee and any other committees established by the Oversight Committee shall be staffed by the Director of the Office of Civil Legal Aid.

## **VII. Regular and Special Meetings, Notice, Committee Member Attendance**

The Oversight Committee shall meet not less than quarterly at dates and times determined in advance by the Committee. Notice of regular meetings of the Oversight Committee shall be provided to the Supreme Court, the Access to Justice Board, the Chairs of the judiciary committees of the Washington State Legislature, the Office of the Governor and the Washington State Bar Association, and shall also be published in the State Register in manner that substantially conforms to the requirements of RCW 42.30.075.

A special meeting may be called at any time by the Chair or by a majority of the members of the Oversight Committee by delivering personally or by mail written notice to each member of the Oversight Committee. Such notice must be delivered personally or by mail at least twenty-four hours before the time of such meeting as specified in the notice. Notice of a special meeting may be supplemented by an electronic notice transmitted via e-mail to all members of the Oversight Committee. Such notice shall not be deemed a substitute for the personal notice or mailed notice otherwise required by this section. The call and notice shall specify the time and place of the special meeting and the business to be transacted. The Oversight Committee shall limit its business in any special meeting to those matters included in the call and notice.

Regular meetings of the Oversight Committee shall be open and public and all persons shall be permitted to attend any meeting of the Oversight Committee. The Oversight Committee may adjourn to executive session for the following purposes:

- A. To receive and evaluate complaints or charges brought against the Director of the Office of Civil Legal Aid. However, upon the request of the Director of the Office of

- Civil Legal Aid, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;
- B. To review the performance of the Director of the Office of Civil Legal Aid; or
  - C. To review the status of investigations carried out by the Director of the Office of Civil Legal Aid which involve matters protected by the attorney-client privilege and where public disclosure could substantially prejudice the interests of client(s) being represented by a legal aid provider that receives funding from the Office of Civil Legal Aid; and
  - D. To discuss with legal counsel representing the Oversight Committee or the Office of Civil Legal Aid matters relating to litigation or potential litigation to which the Oversight Committee or the Office of Civil Legal Aid or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the Oversight Committee or the Office of Civil Legal Aid.

All members are expected to attend regular meetings of the Civil Legal Aid Oversight Committee unless they have good cause not to attend and have been excused from attendance by the Chair. In the event that a member misses two consecutive meetings without sufficient cause, the Chair shall discuss the member's lack of attendance directly with the member. If the Chair determines that the member is not likely to meaningfully and regularly participate in the work of the Oversight Committee, the Chair may notify the appointing entity of the member's lack of attendance and request the appointment of a replacement member.

## **VIII. Quorum**

The presence of six (6) voting members of the Oversight Committee shall constitute a quorum for the purpose of enabling the Oversight Committee to take official action. Upon establishment of a quorum, the Oversight Committee shall have full power to conduct the scheduled business of the meeting even if a member whose presence was necessary to establish the quorum in the first instance subsequently becomes unavailable.

## **IX. Voting**

Each member of the Oversight Committee shall have one vote. All decisions of the Oversight Committee shall be made by majority vote of those present and voting. Telephonic or electronic attendance shall be permitted but no member shall be allowed to cast a vote by proxy.

## **X. Amendment or Repeal**

Amendments and/or repeal of any or all of these Operating Rules and Procedures shall be made by majority vote at a regular or special meeting of the Oversight Committee. The notice of the meeting shall include a statement of proposed action to amend or repeal these Operating Rules and Procedures and shall include an interlineated version of the full text of any section subject to proposed amendment or repeal.

# TAB 6

## CIVIL LEGAL AID OVERSIGHT COMMITTEE RESOLUTIONS

Number	Date	Subject Matter	Status	Further Action Required
2008-01	18-Jan-08	Regarding Recommendations Relating to the Provision of State Funded Civil Legal Aid	approved	
2008-02	21-Feb-08	Acceptance of Tull Report and Related Recommendations	approved	
2009-01	27-Mar-09	Endorsing Temporary Surcharge on Attorney License Fees	approved	
2009-02	11-Dec-09	Endorsing ATJ Board Performance Standards	approved	
2009-03	11-Dec-09	Endorsing JusticeNet	approved	
2010-01	10-May-10	Endorsing Judicial Branch Whistleblower Policy	approved	
2010-02	3-Dec-10	Relating to Oversight Committee Meeting Expenditures	approved	
2010-03	3-Dec-10	Resolution Urging Adequate Funding of the Judicial Branch	approved	
2010-04	10-Dec-10	Regarding the Importance of the Office of Civil Legal Aid and Funding for Essential Civil Legal Aid Services in Washington State	approved	
2011-01	7-Sep-11	Regarding Funding for the Federal Legal Services Corporation	approved	
2011-02	7-Oct-11	Affirming the Authority of the Director of the Office of Civil Legal Aid to Engage in Travel Necessary or Appropriate to the Discharge of the Director's Official Responsibilities	approved	Annual Report to the Oversight Committee detailing destination, costs, and purpose of each trip taken in the prior fiscal year the total cost of which exceeded \$100 and which was incurred at agency expense.
2015-01	12-Jun-15	Regarding Funding for the Federal Legal Services Corporation	approved	
2016-01	25-Mar-16	Resolution Re: OCLA Director's Travel -- Revising Resolution 2011-02	approved	Increased threshold for reporting from \$100 per travel event to \$500 per travel event
2016-02	30-Sep-16	Endorsing the Civil Justice Reinvestment Plan and Recommending Legislative Funding of the Same	approved	Encourages Legislature to establish tax or surcharge to generate dedicated funding for civil legal aid
2016-03	28-Dec-16	Endorsing the Civil Justice Reinvestment Plan and Recommending Legislative Funding of the Same -- Revised	approved	Encourages Legislature to fund the Civil Justice Reinvestment Plan, recommends state general fund, proposes alternative of tax or surcharge if general funds not available.
2017-01	5-Apr-17	Opposing Elimination of federal Legal Services Corporation and asking Congress to maintain funding	approved	Requests state congressional delegation to oppose administration's proposal to eliminate LSC effective FFY 2018
<b>Policy Directions and Statements</b>				
	8-Jun-12	Policy Regarding OCLA Involvement in Promoting or Opposing Bills Before the Washington State Legislature	approved	Notice to OC before taking positions on policy bills not directly affecting OCLA or judicial branch budgets or statutes
	18-Apr-13	Endorsing Policy on Use of State Owned Mobile Telecommunications Devices	endorsed via e-mail	
		Embracing the Race Equity and Justice Initiative	Approved by motion	
	15-Dec-17	Acknowledgments and Commitments and directing that race equity discussions be a standing agenda item in future meetings	in open meeting	Requires a standard agenda item for discussion and/or training

# TAB 7



## Washington State Office of Civil Legal Aid

1206 Quince St. SE  
Olympia, WA 98504  
MS 41183  
360-704-4135

James A. Bamberger, Director  
jim.bamberger@ocla.wa.gov

To: Civil Legal Aid Oversight Committee

From: Jim Bamberger, Director

Re: September 2019 Quarterly Report

Date: September 13, 2019

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Pursuant to RCW 2.53.020(3)(c), please accept this written report of activities for the period July 1, 2019 through September 20, 2019. During this period, OCLA staff were involved in the following activities:

1. Negotiation and execution of the FY 2019-21 biennial client service contract with the Northwest Justice Project
2. Completion of the FY 2017-19 Biennial Review of the Northwest Justice Project
3. Schedule and prepare for NJP regional office site visits
4. Execution of contracts with all service providers (legal aid, VOCA, children's representation)
5. Engagement of the UW Evans School, development of the research protocols, and recruitment of attorneys to represent tenants in the eviction study funded in sec. 117(9), ch. 415, laws of 2019 (the FY 2019-21 operating budget)
6. Negotiate and execute the IV-E Interagency reimbursement agreement with the Department of Children, Youth and Families
7. Participation in two audits of OCLA activities as a subrecipient of federal VOCA funding
8. Vacations for OCLA staff

This report expands on work in each of these areas.

### **1. FY 2019-21 Biennial Contract**

At a meeting of NJP's Board of Directors on July 29, 2019, OCLA and NJP signed the FY 2019-21 biennial contract for the delivery of civil legal aid services with state-appropriated funds. The contract (Attachment 1) provides NJP with \$17,821,000 in FY 2020 and \$20,035,000 in FY 2021.<sup>1</sup> The amount is graduated to reflect the expansion schedule for the additional 20 FTE positions funded in the FY 2019-21 operating budget (10 positions effective January 1, 2020, and

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<sup>1</sup> These amounts were increased to reflect a one-time commitment of \$80,000 to enable NJP to accept assignments to represent tenants in eviction cases as part of the Eviction Study.

10 additional positions effective January 1, 2021). It also includes the location and deployment timeline for these positions. Of the 20 additional positions funded by the Legislature in the FY 2019-21 operating budget, four will be dedicated to establishing satellite legal aid offices in Grant (2) and Whitman (2) counties.

In addition to the funds to operate NJP's core client service activities, the FY 2019-21 contract requires NJP to subcontract \$6,500,000 to the Legal Foundation of Washington for the biennium. This is consistent with longstanding practice pursuant to which state funds are used by the Legal Foundation of Washington to underwrite state-eligible activities of 16 local volunteer attorney programs and four specialized providers of legal aid services. These funds also pass through Civil Justice Reinvestment Plan (CJRP) funding for five attorneys at the four specialty providers, new funding appropriated by the Legislature to help close the compensation comparability gap for pro bono program staff, and funding made available to expand the contributions of pro bono attorneys in addressing the needs of low-income clients.

To facilitate the transfer of funding from NJP through the Legal Foundation of Washington and to the recipient programs, NJP and the Legal Foundation of Washington entered into, and OCLA approved, a subcontract (Attachment 2) which expressly carries forward all state rules and restrictions and reserves to OCLA a right of access to all records relating to the receipt and expenditure of state funds received from the Legal Foundation.

## **2. FY 2017-19 Biennial Review of the Northwest Justice Project (NJP)**

Every two years, OCLA conducts a review of NJP's fiscal, administrative, legal/regulatory/contractual compliance, and client service delivery functions. The objective is to ensure that NJP's systems, policies, and practices operate to ensure (a) proper accounting and allocation of costs to OCLA for OCLA-eligible activities; (b) compliance with all state-imposed legal and contractual requirements; (c) effective and high quality delivery of civil legal aid services; and (d) effective governance and program administration.

Prior to undertaking this review, OCLA was advised that the federal Legal Services Corporation (LSC) would undertake a comprehensive review of many aspects of NJP's accounting, cost allocation, and compliance systems and practices. OCLA reviewed LSC's voluminous request for data and materials and concluded that there was substantial overlap between the scope of our Biennial Review and the LSC review. Assured that we would receive the findings of the LSC review, OCLA reduced the traditional scope of the biennial review, focusing almost exclusively on matters that arise from NJP's obligations under state law and its contract with OCLA.

The review was completed on August 23, 2019. Copies of the letter initiating the review and defining its scope, the final closeout letter, and the completed Biennial Review Template are attached (Attachment 3).

## **3. NJP Regional Office Site Visits**

As part of its oversight responsibilities, OCLA conducts up to two visits to NJP regional offices. In FY 2019, OCLA reviewed NJP's Spokane office. In September, we are scheduled to review

NJP's Yakima and Tri-Cities offices. These visits allow us to gain a better understanding of the activities of regional office staff as well as perceptions of NJP staff and program activities by judicial officers, community-based organizations, legal aid partners, and others.

Our visit to the Yakima regional office will be conducted on September 16-17, and our visit to the Tri-Cities office will be conducted on September 23-24. These visits are conducted in accordance with an agreed Site Visit Protocol (Attachment 4). Following these visits we will originate draft site visit reports and forward them to NJP leadership for their comments, clarifications, and suggested changes. We review this input and then issue a final site review letter outlining our observations and, where appropriate, offering suggestions. While these are not intended as compliance reviews, we reserve the right and responsibility to identify and address compliance issues if they arise during the course of our visits.

#### **4. FY 2019-21 Contract Negotiation and Execution**

At the beginning of each biennium we must review, revise, reissue, and execute new contracts with all providers. These include:

- a. NJP's client service contract (and the associated subcontract with the Legal Foundation of Washington)
- b. NJP's contract for services to homeowners funded through the Foreclosure Fairness Account
- c. Contracts with all attorneys and law firms engaged to represent children-appointed attorneys under RCW 13.34.100(6) or as part of the Children's Representation Study funded in sec. 28, ch. 20, Laws of 2017
- d. VOCA client service contracts with six providers of legal aid services to crime victims
- e. The contract with the International Families Justice Coalition funded in sec. 117(5)
- f. The contract with JustLead Washington to underwrite training, technical assistance and consulting, and resource development for race equity efforts to support the ability of state-funded legal aid programs to achieve the objectives set forth in Goal 1 of the ATJ Board's 2018-2022 State Plan; as well as to underwrite two additional Leadership Academy cohorts in 2020 and 2021
- g. Contracts for attorneys and firms that will accept assignments to represent tenants as part of the Eviction Study funded in sec. 117(9), ch. 415, Laws of 2019
- h. The contract with the University of Washington's Evans School for Public Policy and Governance to conduct the Eviction Study

Due to a significant reduction in available federal funding, OCLA had to undertake a process to reduce FY 2020 expenditures from the FY 2019 level. We consulted extensively with each of the VOCA subrecipients and completed a broader stakeholder-engaged process to update the Civil Legal Aid to Crime Victims Plan. As a result of these efforts, we made the difficult decision to reduce authorized staffing at NJP and Northwest Immigrant Rights Project, and to terminate our funding relationship with Snohomish County Legal Services. At the end of the process, we issued and circulated a Notice of Intent to Fund the remaining programs and the

amount of the proposed funding levels. The Notice invited comments, concerns, and objections. None were received. Consequently, we have moved forward to execute agreements with five of the remaining six programs.

The sixth program is the YWCA/Sexual Violence Legal Services program. On August 2, 2019, we received a copy of a communication from the then-Legal Director and the chair of the board of a new non-profit organization, Sexual Violence Law Center (Law Center). The communication outlined a set of operational and ethical problems that compromised the work of the existing program, as well as its potential growth and expansion, and advised that the program would move from the YWCA to the independent Law Center. The communication proposed that the Law Center and the YWCA execute a transition agreement that would allow for seamless transfer of functions from the YWCA to the Law Center, ensuring continuity of client services.

Shortly thereafter the Legal Director's employment was terminated by the YWCA. In the succeeding weeks, we reviewed the situation and explored the concerns raised in the August 2<sup>nd</sup> correspondence and the YWCA's response to the same. We concluded that it was in the best interest of crime victims served by the program to move the function from the YWCA to the Law Center. We advised the YWCA of this decision and held a meeting with the YWCA's CEO, Maria Chavez Wilcox, and members of her leadership team. By meeting's end, it was agreed that the VOCA grant would be transferred over time. We continue to work with the Law Center board and recently hired staff director, the Law Center's temporary fiscal agent and the YWCA to facilitate the least disruptive transfer of VOCA-funded client service functions from the YWCA to the Law Center. As outlined in our most recent communication with the YWCA (Attachment 5), we anticipate that the transition will be completed by December 31, 2019.

## **5. The Eviction Study**

In the section appropriating funding for the Office of Civil Legal Aid, the Legislature directed us to undertake "a controlled comparative study of the differences in outcomes for tenants facing eviction who receive legal representation and tenants facing eviction without representation in unlawful detainer cases filed under the residential landlord tenant act." OCLA engaged Dr.'s Rachel Fyall and Karin Martin at the University of Washington's Evans School of Public Policy and Governance to conduct the study. As part of the effort, OCLA recruited 18 people to serve on an Eviction Study Advisory Group. These include representatives from each of the four study counties (Spokane, Snohomish, Pierce, and Clark) as well as statewide stakeholders and two legislators who worked extensively on eviction reform issues this past session (Sen. Patty Kuderer and Rep. Nicole Macri).

The Advisory Group met on July 23, 2019 and continues to help the researchers design and execute the study methodology and protocols both on a statewide and local level. During the course of the study, 250 tenant/defendants in each of the study counties will have an attorney or law firm assigned to represent them in the unlawful detainer matter. The outcomes experienced by these "treatment" tenants will be compared with those experienced by tenant/defendants who do not receive legal representation in their cases. Efforts continue to determine the protocols that will govern the assignment process. The researchers expect that final protocols will be

established by mid-October and that data collection will begin then. A preliminary report is due to the Legislature by January 31, 2021.

## **6. IV-E Interagency Agreement With the Department of Children, Youth and Families (DCYF)**

The state of Washington receives substantial federal financial support for its work to address the needs of children and families in the child welfare system pursuant to Title IV-E of the Social Security Act. These funds are administered by the federal Children's Bureau and provided to the state pursuant to an approved state plan. Historically, the Children's Bureau would not allow IV-E administrative funding to be used to represent children or parents in dependency cases. Federal policy changed in December 2018, and in January 2019 the Children's Bureau issued instructions providing that IV-E funding may be used to underwrite standards-based representation of children and parents in dependency cases.

In Washington State, the Office of Public Defense (OPD) is responsible for contracting with attorneys to represent parents in dependency cases. Since 2014, OCLA has been responsible for contracting with attorneys to represent legally free children commencing six-months following termination of their parents' legal rights.

During the legislative session, OPD and OCLA worked with legislative members and staff to take advantage of the opportunity to bring in substantial additional federal funding through the IV-E program. In the final operating budget, the Legislature directed both agencies to work with the Department of Children, Youth and Families to access IV-E funding for our respective programs. The final operating budget assumes that OPD will receive \$10.7 million in IV-E reimbursement and OCLA will receive \$714,000 in IV-E reimbursements.

In order to access these funds, OCLA and OPD needed to enter into interagency reimbursement agreements with DCYF. These agreements were negotiated throughout the early summer, and OCLA's IAA was executed on July 22, 2019 (Attachment 6). OCLA and DCYF later amended that IAA to include qualifying expenses associated with representation of children in the Children's Representation Study (which CRP Manager Jill Malat will discuss at the September 20, 2019 meeting). With the execution of these agreements, the state of Washington became the first state in the nation to take advantage of the change in federal policy.

## **7. VOCA Program Audits**

The Department of Commerce, Office of Crime Victims Advocacy (OCVA) is the state entity that receives federal funding under the Victims of Crime Act (VOCA). In 2016 OCVA included civil legal aid as a core VOCA-funded program and entered into an interagency agreement with OCLA to administer the portion of funding that would be dedicated to civil legal aid to crime victims. As one of two principal subgrantees of VOCA funding, OCLA has become the subject of two state and one federal audits of our use and oversight of VOCA funding. The first audit was conducted by the State Auditor's Office as part of the state's annual Single Federal Audit and covered FY 2018 activities. The auditors issued two findings related to compliance with our oversight systems. We accepted these findings and made appropriate changes. The State

Auditor's Office is back this year to assess our implementation and execution of the changes made in response to last year's findings.

In addition, the Department of Justice's Office of Inspector General (OIG) is conducting a separate audit of the Department of Commerce's administration of VOCA funding. The audit focuses on activities in FY 2019. We and the fiscal staff at AOC (with which we contract for fiscal and budget related services) have been working closely with the audit team. The audit is still in progress. Audit reports will be shared with the Oversight Committee upon receipt, review, and our response.

## **8. Addressing Agency Administrative Capacity Issues**

In June I submitted a preliminary supplemental budget decision package requesting funding to recruit and hire an Assistant Director for the Office of Civil Legal Aid. As outlined in the decision package (Attachment 7). Over the course of the summer I have spent substantial time reflecting on the urgency of the situation and the need to move forward in expanding internal agency capacity. I have consulted with the team within the agency and a number of people in whom I have great trust and confidence. I also discussed the matter with the Oversight Committee Chair, Tip Wonhoff. All with whom I have discussed the matter agree that it is essential that we move forward to address this problem. Doing so will substantially reduce risk to agency operations as a result of my temporary or extended unavailability to perform my responsibilities, de-silo agency staff responsibilities, expand the internal capacity of the agency beyond the skillsets of existing staff, attend to matters for which we have no internal bandwidth and, finally, create the necessary context to facilitate effective transition of leadership duties at such time as I retire from state service. In the coming months I intend to work with the Executive Committee, internal staff, and external experts to help develop an outline of a position description that is designed to serve each and all of these objectives. I also hope to have some time to discuss this briefly at the September 20<sup>th</sup> meeting.

# **ATTACHMENT 1**

**STATE OF WASHINGTON  
OFFICE OF CIVIL LEGAL AID**

**CONTRACT FOR THE PROVISION OF CIVIL LEGAL AID SERVICES  
TO INDIGENT PERSONS  
FY 2020-21 Biennium**

**CONTRACT NO. PSC 20001**

**SECTION 1: RECITALS AND AUTHORITY**

The Washington State Legislature recognizes that “the provision of civil legal aid services to indigent persons is an important component of the state’s responsibility to provide for the proper and effective administration of civil and criminal justice” (RCW 2.53.005). The Office of Civil Legal Aid (OCLA) was established to, among other things, contract for the provision of state-funded legal aid services and monitor and oversee the use of state legal aid funding (RCW 2.53.020(3)).

The provision of civil legal aid services to eligible low-income recipients is thus a state governmental function, which is discharged through the execution of contracts with one or more qualified private, non-profit, legal aid providers. This Contract is entered into pursuant to authority conferred upon OCLA by the Washington State Legislature. The entity with which OCLA enters into this Contract is the agency’s strategic private partner in furthering the Legislature’s effort to enhance the proper and effective administration of civil justice in Washington State. This is achieved by underwriting and effectively overseeing the entity’s use of state funding to deliver high quality, effective, and economical civil legal aid services to eligible clients on matters affecting their most critical civil legal needs.

OCLA’s contract management and oversight functions will be guided by RCW 2.53.020, .030; applicable state laws relating to the administration and oversight of state governmental contracts; the findings and implications of the 2015 Civil Legal Needs Study Update (and related technical papers); the Access to Justice Board’s (ATJ Board) 2018-2022 State Plan for the Delivery of Civil Legal Aid to Low-Income Persons in Washington State; and general considerations relating to effective governmental services contract management, performance, and oversight.

**SECTION 2: SOLE SOURCE CONTRACT**

This is a sole source Contract. RCW 2.53.030(3) authorizes OCLA to enter into a contract with a “qualified legal aid program.” The statute defines “qualified legal aid program” as “a not-for-profit corporation incorporated and operating exclusively in Washington which has received basic field funding for the provision of civil legal services to indigents from the federal legal

services corporation or that has received funding for civil legal services for indigents under this section before July 1, 1997.” There are two organizations in the state of Washington that meet this definition: Columbia Legal Services and Northwest Justice Project (NJP). By communication dated May 28, 2019, Columbia Legal Services advised that it will not seek state appropriated funding through this office. The Northwest Justice Project is the only qualified legal aid provider eligible to contract with OCLA for civil legal aid services and has applied to contract for state-appropriated funding for the FY 2020-21 biennium.

### **SECTION 3: PURPOSE**

The purpose of this Contract is to support the provision of high quality, effective, and economical civil legal aid services to eligible “indigent persons” consistent with the requirements of RCW 2.53.030, the Washington State Access to Justice Board’s Performance Standards for Legal Aid in Washington State (2009), and applicable national standards for delivering civil legal aid services including, but not limited to, the American Bar Association’s Standards for the Provision of Civil Legal Aid (revised August 2006) and the Legal Services Corporation’s Performance Criteria (revised 2018). This Contract specifically contemplates the use of state-appropriated civil legal aid funding to help underwrite:

- Direct and indirect costs associated with the delivery of civil legal aid services to eligible clients in the subject matters authorized under RCW 2.53.030 by NJP staff, contractors, and volunteers.
- Direct and indirect costs associated with the delivery of civil legal aid services to eligible clients in the subject matter areas authorized under RCW 2.53.030 by organizations and volunteers working with organizations that receive state civil legal aid funding by operation of the OCLA-approved subcontract between NJP and the Legal Foundation of Washington.
- Direct and indirect costs associated with the development and maintenance of statewide civil legal aid delivery infrastructure; the provision of statewide, regional, and local client service coordination; substantive law and skills training; and other activities designed to support the ability of NJP staff, contract and volunteer attorneys, and staff of other organizations that receive state funding through one or more OCLA-approved subcontracts to deliver high quality, effective, and economical civil legal aid services to eligible clients in the subject matters authorized under RCW 2.53.030.

### **SECTION 4: PARTIES AND CONTRACT MANAGERS**

The parties to this Contract are the Office of Civil Legal Aid, an independent judicial branch agency of the State of Washington, and the Northwest Justice Project, a not for profit corporation organized under the laws of the state of Washington and eligible to contract with OCLA by virtue of its status as a “qualified legal aid program” within the meaning of RCW 2.53.030.

The contract managers for this Contract are:

For the Northwest Justice Project: César E. Torres, Executive Director  
Northwest Justice Project  
401 Second Ave. S., Suite 407  
Seattle, Washington 98104  
(206) 464-1519

For the Office of Civil Legal Aid: James A. Bamberger, Director  
Office of Civil Legal Aid  
1112 Quince St. SE  
MS 41183  
Olympia, Washington 98504  
(360) 704-4135

## **SECTION 5: CONTRACT PERIOD**

This is a contract for the FY 2020-2021 biennium—from July 1, 2019 through June 30, 2021.

## **SECTION 6: RATIFICATION OF AUTHORIZED ACTIVITIES**

Activities performed and costs incurred by NJP since July 1, 2019, that are consistent with the terms and conditions of this Contract are hereby affirmed and determined to be activities for which payment will be authorized under the terms of this Contract.

## **SECTION 7: BUDGET**

The total amount authorized under this Contract shall be \$37,856,000 broken down by fiscal year as follows:

FY 2020 (July 1, 2019 – June 30, 2020): \$17,821,000

FY 2021 (July 1, 2020 – June 30, 2021): \$20,035,000

- A. Of the funding authorized for FY 2020, \$600,000 originates from the Judicial Stabilization Trust Account (JSTA) and may, at the discretion of the Northwest Justice Project in consultation with OCLA, be carried over to underwrite eligible activities in FY 2021. Otherwise all funds must be expended on a fiscal year basis. With the exception of the FY 2020 JSTA funds, there is no authority to carry over funds from one fiscal year to the next,

and any state general funds unexpended by June 30, 2020 and June 30, 2021 respectively shall revert to the State Treasurer.

- B. Allowed expenditures include those authorized in accordance with the FY 2020-2021 Budget attached to NJP's approved Application for Funding (Attachment 1). Allowable costs include those costs incurred for expenditures necessary and appropriate, direct and indirect, for NJP to perform its obligations under the terms of this Contract.
- C. NJP will provide timely notice of line item expenditures that it believes are likely to deviate from those set forth in the FY 2020-2021 Budget in excess of ten percent (10%). NJP and OCLA will timely discuss and determine the propriety of such deviations.
- D. Of the amounts listed above, NJP may use up to \$40,000 per fiscal year to provide telephonic legal advice and assistance to otherwise eligible persons who are sixty years of age or older on matters authorized by RCW 2.53.030(2)(a) through (k) regardless of household income. NJP shall monitor and report monthly on the amount of funds used for this purpose.
- E. Of the amount authorized for FY 2019-2021, \$759,000 in FY 2020 and \$2,275,000 in FY 2021 is exclusively to be used for Phase 2 implementation of the Civil Justice Reinvestment Plan. In accordance with the attached expansion schedule (Attachment 2), NJP shall use such funding to add 10 FTE attorneys effective January 1, 2020; and an additional 10 FTE attorneys effective January 1, 2021. Expenses associated with the addition of these attorneys shall be tracked separately on A19 invoices submitted by NJP to OCLA.
- F. Subcontract for civil legal aid by specialty legal services and volunteer attorney programs, and to provide state support for the same.
  - a. Of the amount authorized for FY 2019-2021, \$6,500,000 will be subcontracted to the Legal Foundation of Washington (LFW).
  - b. Of the amount subcontracted to the LFW, \$1,900,000 per fiscal year may be used to, among other things as determined by the parties and agreed to by OCLA, underwrite qualifying legal assistance and provide essential state support for the provision of legal aid services to eligible clients by specialized providers of civil legal aid services and local volunteer attorney programs consistent with the Access to Justice Board's 2018-2022 State Plan for the Delivery of Civil Legal Aid to Low-Income People in Washington State. Allowable state support activities may include, among other things, helping underwrite the Race Equity and Justice Initiative, the JustLead Equity and Justice Leadership Academy, training for programs engaged in state-eligible legal aid activities, Legal Server licensing and support, interpreter services for LEP clients, and malpractice insurance for pro bono attorneys participating with state-funded volunteer attorney programs.

- c. Of the amount subcontracted to the LFW, \$575,000 per fiscal year shall be used to underwrite targeted efforts to enhance the involvement of volunteer attorneys in the delivery of civil legal aid in areas of high priority client need (Pro Bono Enhancement grants).
- d. Of the amount subcontracted to the LFW, \$625,000 per fiscal year shall be used to continue support for Civil Justice Reinvestment Plan attorney positions at Seattle Community Law Center (Benefits Law Center), TeamChild, Solid Ground, and the Unemployment Law Project.
- e. Of the amount subcontracted to the LFW, \$150,000 per fiscal year shall be used to address compensation inequities experienced by volunteer legal aid programs that receive funding through the NJP-LFW subcontract.

## **SECTION 8: FY 2020-21 ORGANIZATIONAL GOALS**

The performance expectations of this Contract are grounded in the goals of the Access to Justice Board's 2018-2022 State Plan for the Delivery of Civil Legal Aid to Low-Income People in Washington State, the findings of the 2015 Civil Legal Needs Study, the requirements of RCW 2.53.030(3), and the FY 2020-21 Organizational Goals submitted as part of NJP's approved Application for Funding (sec. VI). Within this framework of expectations, NJP will deliver high quality, effective, and economical civil legal aid services to eligible indigent persons in the manner described in the approved Application for Funding (Attachment 1), which is hereby incorporated into and made a part of this Contract.

## **SECTION 9: MONITORING AND OVERSIGHT**

In addition to the right of access to information, records and facilities outlined in the attached General Terms and Conditions (Attachment 4) and other rights, express and implied, that OCLA has to review and monitor activities funded in whole or in part, directly or indirectly, with funding made available under this Contract:

- A. **Biennial Review.** OCLA will conduct a biennial review of NJP's use of state legal aid funding. This review may include, but is not limited to, NJP's compliance with statutory and contractual requirements relating to the use of state funds, financial and related administrative systems; risk assessment; organizational governance and management systems; strategic organizational capacity; client service delivery planning; inclusion, diversity and equity policies and practices; and other systems employed to ensure the provision of high quality civil legal aid services that are responsive to the most compelling needs of clients.

- B. **Site Visits.** OCLA may conduct up to two site visits per fiscal year to NJP client service offices determined by OCLA. These visits will be scheduled and activities coordinated in advance and will be conducted in accordance with a protocol developed between OCLA and NJP management.
- C. **Complaints.** Upon receipt, OCLA will investigate and, as appropriate, address complaints that allege that NJP is expending state funds to represent clients who are not eligible for state-funded civil legal aid services, is using state funding for purposes outside the scope of its statutory or contractual authority, is wrongfully discriminating against individuals in either its case acceptance or service delivery decisions, or is otherwise engaged in illegal activities. NJP will cooperate with requests for assistance and information related to OCLA's investigations of such complaints in a manner that does not compromise confidential information protected by the United States Constitution, the state Constitution, the attorney-client privilege, and applicable rules of attorney conduct.

OCLA will perform these and other monitoring and oversight functions in a manner that it, in its sole discretion, determines to be appropriate and consistent with its duty to ensure the highest level of accountability for funding made available under this Contract. In evaluating NJP's performance, OCLA will look to generally applicable standards for professionalism, quality, and effectiveness in the delivery of civil legal aid services, as set out in, among other sources, the Access to Justice Board's Performance Standards for Legal Aid in the State of Washington (2009), the American Bar Association's Standards for the Provision of Civil Legal Aid (rev. 8/2006) and the Legal Services Corporation's Performance Criteria (rev. 2018).

## **SECTION 10: BILLING AND PAYMENT**

NJP will submit a monthly invoice (Attachment 3) for services rendered under the terms and conditions of this Contract by the 25<sup>th</sup> day of the following month, except that the invoice for June 2020 shall be submitted by July 15, 2021. NJP may submit such invoice electronically. OCLA will review, process and, if there are no outstanding questions, forward payment to NJP within fourteen working days. Any question relating to the monthly invoice will be presented to NJP on or before the final day of the month in which the invoice was received. In such instance, OCLA and NJP will engage in good faith efforts to resolve any such question expeditiously.

## **SECTION 11: REPORTS**

NJP will submit reports on a form provided by or approved by OCLA, which describes the work performed during the previous reporting period. All reporting shall be on a state fiscal year basis. Unless an exception is specifically authorized by OCLA, the schedule for submitting reports is:

## REPORTS

## DATE DUE

Monthly Expenditure Report and Request for Reimbursement	The 25 <sup>th</sup> of the month following the end of the month in which costs were incurred, except that the invoice for June 2020 and June 2021 shall be submitted by July 15, 2020, and July 15, 2021, respectively.
Quarterly Case Statistical Information Push to the OCLA Legal Server Data Base	The 25 <sup>th</sup> of the month following the end of the quarter in which activities were performed.
Independent Auditor Report	April 15 <sup>th</sup> of each calendar year.
Final Close-out and Expenditure Reports	Fifteen (15) working days after the close of the Contract period (biennium).

**Annual Geographic Proportionality Report:** At the end of each fiscal year, NJP will submit a report documenting the geographic allocation of client service hours provided through the CLEAR legal aid intake, advice, and referral system; and contract attorneys and staff attorneys employed in regional and satellite client service offices. NJP will identify and explain obstacles it has experienced in achieving proportional distribution of client services, and describe measures taken or will take to overcome such obstacles.

**Client Feedback System:** By June 30, 2020, NJP will develop, implement, and provide OCLA with a copy of its Client Feedback System, the purpose of which will be to timely secure feedback from individuals who received extended legal assistance from NJP. The System shall include an annual reporting component to NJP's Board of Directors and the Office of Civil Legal Aid.

**LSC Intake Census Survey:** NJP will provide OCLA with a copy of the results transmitted to the Legal Services Corporation associated with LSC's April 2019 Intake Census Survey and any additional surveys conducted during the duration of this contract.

## SECTION 12: RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract are subject to and governed by the specific terms, conditions, and commitments contained in the text of this Contract. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency will be resolved by giving precedence in the following order:

- A. The specific terms, conditions, and commitments in this basic instrument
- B. Attachment 4 (General Terms and Conditions)
- C. Attachment 1 (Application for Funding)

**SECTION 13: RATIFICATION OF ACTIVITIES**

NJP may bill for activities undertaken for the period July 1, 2019 through and including the date of execution of this Contract.

**SECTION 14: ENTIRE AGREEMENT**

This Contract, including referenced Attachments, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties hereto.

**SECTION 15: ACCEPTANCE OF TERMS AND CONDITIONS**

The aforementioned terms and conditions are hereby agreed to:

Date: July 27, 2019



César E. Torres, Executive Director  
Northwest Justice Project  
401 Second Ave., Suite 407  
Seattle, WA 98104  
Phone: 206-464-1519  
e-mail: [cesart@nwjustice.org](mailto:cesart@nwjustice.org)  
Wash. St. UBI No.: 601 639 559  
Federal ID No.: 91-1687791

Date: July 27<sup>th</sup>, 2019



James A. Bamberger, Director  
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Phone: 360-704-4135  
e-mail: [jim.bamberger@ocla.wa.gov](mailto:jim.bamberger@ocla.wa.gov)

Approved as to form July 30<sup>th</sup>, 2019



Jeffrey T. Evan  
Assistant Attorney General

**CONTRACT NO. PSC 20001  
GENERAL TERMS AND CONDITIONS**

DEFINITIONS -- As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Annually" shall mean the twelve-month period coinciding with the state fiscal year— July 1 through June 30.
- B. "OCLA" shall mean the Office of Civil Legal Aid, an independent judicial branch agency of the state of Washington.
- C. "Director" shall mean the Director of the Office of Civil Legal Aid.
- D. "Contractor" shall mean the Northwest Justice Project, a qualified legal aid program with which the OCLA contracts for the provision of civil legal aid services to indigent persons under this Contract, and shall include all employees of the Contractor.
- E. "Indigent persons" means individuals whose total household income is at or below 125% of the federal poverty guidelines as published by the Department of Health and Human Services. "Indigent persons" also includes individuals whose total monthly household income exceeds 125% but does not exceed 200% of the federal poverty guideline, and
  - (a) the individual's income is seasonal and, when this income is amortized over the course of a year, results in an average annual income that is below the limits imposed by federal regulations relating to eligibility for civil legal services for the poor and limits set by the Contractor's governing body; or
  - (b) the circumstances indicate that legal assistance ought to be provided on the basis of any one or more of the following factors as applicable to the individual or the individual's household:
    - (i) the individual is seeking legal assistance to obtain needs-based governmental benefits;
    - (ii) the individual is seeking legal assistance to obtain or maintain governmental benefits for persons with disabilities;
    - (iii) the individual has significant child care, transportation, or other expenses necessary for employment, job training, or educational activities in preparation for employment;
    - (iv) the individual has unreimbursed medical or long-term care expenses, including medical insurance premiums, or other non-medical expenses associated with the age or a disability of a household member;
    - (v) the person has a fixed monthly child support obligation or other fixed debts or obligations including current taxes; or
    - (vi) other significant factors exist that prevent the person's income from being sufficient or available to purchase legal assistance in the private sector on a matter of significant personal or family importance.

Contractor shall have written financial eligibility policies and procedures adopted by Contractor's governing body.

## ATTACHMENT 4

A group of individuals, including a formal or informal association of low-income persons in need of legal assistance as permitted by this Contract, may also be considered an "indigent person" if such group or association provides information showing that it lacks, and has no practical means of obtaining, funds to retain private counsel and either (a) a majority of the group's members are indigent as defined above or (b) the group has as its principal function or activity the furtherance of interests of indigent persons in the community and the representation relates to such function or activity. Determinations relating to whether a group has the practical means of retaining private counsel shall be made on the basis of considerations set forth in 45 C.F.R. Part 1611.6(b).

Client eligibility information for both individuals and groups shall be documented in the client's file, maintained and updated as changes in circumstances may indicate in the Contractor's electronic case management system, and be made available for inspection by the Office of Civil Legal Aid upon request in a manner that does not disclose information that would be client confidential information protected by the United States Constitution, the state Constitution, the attorney-client privilege, and applicable rules of attorney conduct.

F. "Subcontractor" shall mean an individual or organization not in the employment of the Contractor, who performs any or some of the client delivery services under this Contract under a separate contract with the Contractor or who uses funding made available pursuant to an OCLA approved subcontract to underwrite client delivery services through one or more third party legal aid providers. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

ACCESS TO INFORMATION AND FACILITIES -- Subject to the limitations set forth in RCW 2.53.030(7), the Contractor shall, without charge, provide OCLA with access to books, records, electronic data, and other relevant materials and information relating to the Contractor's performance under this Contract. The Contractor shall provide OCLA with a right of access to its facilities at such times as may be mutually agreed upon between OCLA and the Contractor in order to monitor and evaluate risk, performance, compliance, and/or quality assurance under this Contract and any subcontracts that Contractor executes for the use of funds made available under this Contract. Contractor may take such steps as may be necessary to protect from disclosure to OCLA or agents thereof such books, records, electronic data, and other relevant materials and information that would be client confidential information protected by the United States Constitution, the state Constitution, the attorney-client privilege, and applicable rules of attorney conduct. The Contractor shall have a system allowing for production of case-specific information, including client eligibility and case type, to demonstrate compliance with the provisions of RCW 2.53.030 and the terms and conditions of this Contract, with the exception of confidential information protected by the United States Constitution, the state Constitution, the attorney-client privilege, and applicable rules of attorney conduct.

ACCESS TO JUSTICE BOARD'S STATE PLAN FOR THE DELIVERY OF CIVIL LEGAL AID TO LOW INCOME PEOPLE IN WASHINGTON STATE -- Subject to the requirements of RCW 2.53.030 and the other terms and conditions of this Contract, Contractor will use funds made available under this Contract to provide civil legal aid services and support for the delivery of civil legal aid services to eligible clients consistent with the goals of the Access to Justice

## ATTACHMENT 4

Board's 2018-2020 State Plan for the Delivery of Civil Legal Aid to Low-Income People in Washington State.

ACCESS TO JUSTICE TECHNOLOGY PRINCIPLES -- As a judicial branch agency, OCLA is governed by Washington Supreme Court Order No. 25700-B (December 3, 2004) (Adoption of Access to Justice Technology Principles). The Access to Justice Technology Principles are designed to assure that technology enhances rather than diminishes access to the justice system and justice system-related support services, and that it furthers the ability of people to achieve just results in their cases. Contractor agrees to adopt and biennially update a technology plan that incorporates the ATJ Technology Principles and to apply the ATJ Technology Principles in the planning, acquisition, development, and implementation of new technology-based systems and applications. OCLA notes that at the time of execution of this Contract, the ATJ Technology Principles are under review and are likely to be revised by the Washington State Supreme Court. This provision requires Contractor to incorporate practices and procedures in its technology plan that will comply with any revisions adopted by the Washington State Supreme Court. Contractor is advised that the ATJ Technology Principles are undergoing review by the Supreme Court at the time of execution of this Contract. Contractor shall review and revise its biennial technology plan upon adoption of revisions by the Supreme Court.

ADVANCE PAYMENTS PROHIBITED -- No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by OCLA.

AMENDMENTS -- This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990; SECTIONS 504 AND 508 OF THE REHABILITATION ACT OF 1978 -- The Contractor shall comply with the ADA and Sections 504 and 508 of the Rehabilitation Act of 1978, which provide comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, technology access, and the provision of state and local government services.

ASSIGNMENT -- With the exception of the provisions set forth in the SUBCONTRACTING provisions of these Terms and Conditions, the work to be performed by the Contractor under this Contract is not assignable or delegable, in whole or in part, without the express prior written consent of the Office of Civil Legal Aid.

ATTORNEYS' FEES -- In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorney's fees and costs.

COPYRIGHT PROVISIONS -- Unless otherwise provided, all materials produced under this Contract shall be owned by the Contractor and used exclusively for the purposes for which they have been developed. Materials means all items in any format and includes, but is not limited to, reports, self-help materials, training materials, documents, pamphlets, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. While ownership includes the right to copyright, patent, and register claim of title to these materials, Contractor may not use materials produced with funds made available through this Contract to generate revenue for use in business activities unrelated to the provision of civil legal aid services to

## ATTACHMENT 4

indigent persons. OCLA hereby disclaims any interest in rights, royalties, license fees, etc., associated with materials developed under the terms of this Contract, *provided that*, any revenue derived from the use of such materials is reinvested in activities related to and supportive of the work underwritten by this Contract and authorized by the terms and conditions of this Contract and authorized under section 501(c)(3) of the Internal Revenue Code. Contractor shall separately account for income generated as a result the sale of materials developed with funds made available from this Contract and shall account for expenditures associated with such income.

CIVIL JUSTICE REINVESTMENT PLAN (CJRP) EXPANSION -- Contractor acknowledges that a portion of the funding made available under this Contract is directed to expand its client service capacity by 20 FTE positions over the course of the biennium. Such funding must be invested to expand client service capacity in a manner consistent with the geographic proportionality objectives of RCW 2.53.030(4). Contractor shall implement FY 2019-2021 CJRP funding in accordance with the schedule set forth in Attachment 3. Contractor shall timely notify OCLA of circumstances that prevent timely implementation of the CJRP expansion as contemplated by said schedule.

DISPUTES -- Except as otherwise provided in this Contract, when a dispute as to the operation or terms of this Contract arises between the parties and it cannot be resolved, either party may request a dispute hearing with a mediator selected by mutual agreement. Disputes shall be resolved as quickly as possible.

1. The request for a dispute hearing must:
  - be in writing;
  - state the disputed issue(s);
  - state the relative positions of the parties;
  - state the Contractor's name, address, and contract number; and
  - be mailed to the mediator and the other party within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the mediator and the requester within 5 working days.
3. The mediator shall review the written statements and reply in writing to both parties within 10 working days. The mediator may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal, but shall not preclude the same after this process has been exhausted.

OCLA and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract which are not affected by the dispute. Both parties agree to exercise good faith in the dispute resolution and to attempt to settle any dispute prior to using the mediator to resolve the dispute whenever possible.

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DIVERSITY, EQUITY, AND INCLUSION -- The Contractor shall adopt and biennially update a Diversity, Equity, and Inclusion plan that shall include a biennial assessment of Contractor's staff by bargaining unit staff attorneys, non-attorney bargaining unit staff, and persons exempt from the bargaining unit in relation to self-disclosed diversity characteristics including, among others as determined by CONTRACTOR, those set forth in Washington's Law Against Discrimination, ch. 49.60 RCW. The Plan shall identify recruitment, training, support, retention and other strategies that will be employed to ensure equitable representation of and support for underrepresented groups within all staff three groups within Contractor's organization. \_\_

GOVERNING LAW -- This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION -- To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State of Washington; OCLA; and all officials, agents, and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless OCLA, its employees, and the State of Washington and its employees for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform services funded through this Contract. Contractor shall be required to indemnify, defend, and hold harmless OCLA, its employees, the State of Washington and its employees only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor or any subcontractor.

Contractor shall maintain commercial and general liability and hired auto insurance in an amount not less than \$1,000,000 per incident and \$2,000,000 aggregate liability. Contractor shall maintain professional liability insurance in an amount not less than \$2,000,000 per claim and aggregate liability. Contractor shall cause a Certificate of Liability Insurance to be filed with OCLA on an annual basis.

INDEPENDENT CAPACITY OF THE CONTRACTOR -- The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of OCLA or the State of Washington. The Contractor, and anyone associated with the Contractor, will not hold itself out as or claim to be an officer or employee of OCLA or of the State of Washington by reason hereof; nor will the Contractor make any claim of right, privilege, or benefit which would accrue to such employee under law. Contractor shall not claim state employee status for its full- or part-time employees for the purpose of making claim of right to participate in the Washington State Public Employee Retirement System (PERS). Conduct and control of the work contemplated under this contract will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE -- The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this Contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain

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full compliance with Title 51 RCW during the course of this Contract. Contractor shall also require that any subcontractor provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in said Title. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, OCLA may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. OCLA may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by OCLA under this Contract, and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

LICENSING, ACCREDITATION, AND REGISTRATION -- The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for the performance of this Contract.

LIMITATION OF AUTHORITY -- Only the OCLA Director shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the OCLA Director and the authorized representative of the Contractor.

MONITORING AND OVERSIGHT -- The Office of Civil Legal Aid has the authority under RCW 2.53.020, .030 and this Contract to monitor and oversee Contractor's compliance with RCW 2.53.030; the terms of this Contract; the quality and effectiveness of Contractor's services; Contractor's effectiveness at incorporating diversity, inclusion, and equity related practices into its internal operations and client service delivery systems; and any related matters. The scope of Contractor's monitoring and oversight function shall be interpreted broadly and limited only by Contractor's duties to protect attorney-client privilege, attorney work product, or other information not subject to third party disclosure under applicable state or federal laws. In evaluating Contractor's performance, OCLA will look to generally applicable standards for professionalism, quality, and effectiveness in the delivery of civil legal aid services as set out in, among other sources, the Access to Justice Board's Performance Standards for Legal Aid in the State of Washington (2009), the American Bar Association's Standards for the Provision of Civil Legal Aid (rev. 8/2006), and the Legal Services Corporation's Performance Criteria (rev. 3/2007 and currently under revision). OCLA shall perform its monitoring and oversight functions in a manner that it, in its sole discretion, determines to be appropriate and consistent with its duty to ensure the highest level of accountability for funding made available under this Contract.

NONDISCRIMINATION -- During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies. Contractor shall file with OCLA a copy of its non-discrimination policies and, if the subject of any adverse findings in discrimination-based administrative or judicial proceedings within the reporting period, shall annually file with the OCLA a report disclosing same. Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy may give rise to a right to suspend or terminate this Contract, which action shall be carried out in accordance with the sections relating to "Termination for Cause." Any dispute relating to Contractor's compliance with federal, state, or local non-discrimination laws, regulations, and policies shall be resolved in accordance with the "Disputes" procedure set forth herein.

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PERFORMANCE STANDARDS AND CRITERIA -- Contractor agrees to provide high quality, professional, economical, and effective client services consistent with generally applicable standards for professionalism, quality, and effectiveness in the delivery of civil legal aid services including, but not limited to, the Washington State Access to Justice Board's Performance Standards for Legal Aid in the State of Washington (2009), the American Bar Association's Standards for the Provision of Civil Legal Aid (rev. 8/2006), and the Legal Services Corporation's Performance Criteria (rev. 2018).

PROHIBITED USE OF STATE FUNDS/OCLA'S RIGHT OF RECOVERY -- Contractor may not use the funds provided under the terms of this Contract to support, directly or indirectly, activities proscribed by RCW 2.53.030(5)(a) – (i). Consistent with RCW 2.53.030(8), OCLA shall have the right to recover any funds determined to have been used for prohibited activities. Should action be undertaken to seek recovery of funds determined by OCLA to have been used for prohibited purposes, and should the parties be unable to resolve the matter to their mutual satisfaction, the unresolved claim for recovery shall be considered a "dispute" within the meaning of this Contract and shall be subject to the provisions regarding disposition of disputes.

PROPERTY ACQUIRED WITH STATE FUNDS -- Contractor shall be the sole owner of all property acquired in whole or in part with funds made available under this Contract; *provided that*, (a) all such property shall be dedicated for the duration of its useful life (as determined by the Contractor's property amortization schedule) to the delivery of civil legal aid services to low-income people, and (b) that in the event that the OCLA terminates all or a part of this Contract for cause, then for all property (real, personal, or intangible) which exceeds \$10,000 in book value at the time of the termination and for which state funds were used for more than 50% of the acquisition cost, Contractor: (i) may transfer the property to an OCLA designated entity engaged by OCLA to provide civil legal aid services to eligible clients for the duration of the Contract, in which case the Contractor upon transferring the property shall be entitled to compensation in the amount of that percentage of the property's current fair market value which is equal to that percentage of the property's acquisition cost which was borne by non-OCLA funds; or (ii) the Contractor may retain the property, in which case OCLA shall be entitled to compensation from the Contractor for that percentage of the property's current fair market value which is equal to that percentage of the property's acquisition cost which was borne by OCLA funds. In the event the Contractor transfers the property to an OCLA-designated entity, the OCLA shall amend this Contract as necessary to compensate Contractor pursuant to this section.

PROTECTION OF CONFIDENTIAL INFORMATION; MANDATORY DISCLOSURE OF INFORMATION BREACH -- Contractor shall establish systems that protect the security, confidentiality, and integrity of personal information acquired during the performance of activities underwritten in whole or in part with funds made available under this Contract. In the event of a breach of Contractor's security system(s) that compromises personal information, Contractor shall (a) notify OCLA immediately regarding (i) the nature and scope of said breach and information that may have been compromised by the same, and (ii) action that Contractor is taking/will take to mitigate the potential consequences of said breach, and (b) comply with all notification and related requirements set forth in RCW 19.255, as amended by Sec. 241, Laws of 2019.

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PUBLICITY -- The Contractor agrees not to produce publicity or other materials for public dissemination which expressly or implicitly represents the position of or attributes positions to the Office of Civil Legal Aid without the prior written consent of OCLA. Contractor is encouraged to represent at such times and in such manner that its state-eligible client work is funded in whole or in part by the Office of Civil Legal Aid.

RECORDS MAINTENANCE -- The Contractor shall maintain complete financial records relating to this Contract and the services rendered including all books, records, documents, magnetic media, receipts, invoices, and other evidence relating to this Contract and performance of the services described herein, including but not limited to, off-site case management service system records and data and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. Subject to the limitations set forth in RCW 2.53.030(7), Contractor shall make these records and other materials generated under the Contract, subject at all reasonable times to inspection, review, or audit by OCLA, the Office of the State Auditor, and state officials so authorized by law, rule, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REDUCTION IN FUNDING AVAILABILITY -- In the event funding from state sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, OCLA and Contractor shall renegotiate this Contract, if possible, under the new funding limitations and conditions. Contractor reserves the right to terminate the Contract if funding is reduced to levels that preclude program sustainability in the near or longer-term. Absent good cause, written notice of intention to renegotiate the Contract shall be provided to Contractor at least 60 days from the date when the reduction in funding becomes known to OCLA. Absent good cause, Contractor shall give OCLA 30 days of its intent to not renegotiate the terms of the Contract.

REGISTRATION WITH DEPARTMENT OF REVENUE -- The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

SEVERABILITY -- The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

SUBCONTRACTING -- Contractor is authorized to enter into such subcontracts as may be necessary or prudent for the economical and effective performance of responsibilities and duties outlined in this Contract. Prior written approval of OCLA shall be required for any subcontract (or series of subcontracts) in the amount of which exceeds \$25,000 in a fiscal year and which is intended to underwrite in whole or in part the direct delivery of legal aid services authorized under RCW 2.53.030 and this Contract by third parties. Any such subcontract shall expressly include language extending the terms and conditions, and authority and limitations set forth in RCW 2.53.030 and this Contract to the activities underwritten by the subcontract, and shall

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include language confirming OCLA's right of access to and the ability to conduct on-site inspections of all books and records relating to the provision of legal aid services under such subcontracts on the same basis as OCLA has with respect to the Contractor under the terms of this Contract.

TAXES -- All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE -- In the event OCLA determines Contractor has materially failed to comply with the terms and conditions of this Contract or has otherwise engaged in activities that violate the terms of RCW 2.53.030 and that the Contractor lacks the capacity to remedy such failures in a timely and legally acceptable manner, OCLA has the right to suspend or terminate all or part of this Contract. Prior to any action resulting in the suspension or termination of all or part of this Contract, OCLA shall notify the Contractor in writing of the need to take corrective action. Absent extraordinary circumstances, the Contractor shall have 90 days to take corrective action. If corrective action is not taken within 90 days, the Contract may be terminated in whole or in part. The determination to terminate the Contract or any part thereof for cause shall be a dispute within the meaning of the "Disputes" clause of this Contract.

TERMINATION PROCEDURES -- Prior to action suspending or terminating this Contract or any part thereof, OCLA will notify the Washington State Access to Justice Board (ATJ Board) and the Civil Legal Aid Oversight Committee of its intent to take such action and the reasons therefore. The purpose of such notification will be to advise the ATJ Board and the Oversight Committee of OCLA's determination to suspend or terminate the Contract and to enlist the ATJ Board's and the Oversight Committee's assistance in developing a plan to facilitate the continued provision of legal aid services with funds that remain under this Contract following its termination.

Upon termination, OCLA shall pay to the Contractor for all eligible services and activities through and including the effective date of termination less any costs incurred by OCLA, including attorneys' fees associated with action resulting in the termination of said Contract. OCLA may withhold from any amounts due the Contractor such sums as OCLA determines to be necessary to protect OCLA against potential loss or liability.

The rights and remedies of OCLA provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and after exhaustion of the dispute resolution process set forth in this Contract, should OCLA decide to issue a final notice of termination of the Contract, the Contractor shall:

1. Stop entering into new client service retainer agreements on the date, and to the extent specified, in the notice;
2. Within 30 working days arrange for the costs of ongoing OCLA-funded work to be paid with other funds or work with OCLA to develop a plan for the timely transfer of client service relationships and responsibilities to third party providers in a manner that is consistent with Contractor's professional responsibilities to its clients. Absent extraordinary circumstances,

## ATTACHMENT 4

- the plan should result in the transfer of client service relationships within a period of 90 days following Contractor's receipt of the final notice of termination;
3. Notify all subcontractors of OCLA's termination of the Contract and the effective date therefore, and direct that they submit plans for the cessation of activities underwritten with funds made available under such subcontracts as may have been entered into;
  4. Settle all outstanding liabilities and all claims arising out of the termination of any subcontracts, with the approval or ratification of OCLA to the extent OCLA may require, which approval or ratification shall be final for all the purposes of this clause;
  6. Complete performance of such part of the work as shall not have been terminated by OCLA; and
  7. Take such action as may be necessary, or as OCLA may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and for which OCLA has the right to direct the disposition under the terms of this Contract.

WAIVER -- Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by OCLA.

# **ATTACHMENT 2**

## **SUBCONTRACT BETWEEN NORTHWEST JUSTICE PROJECT AND THE LEGAL FOUNDATION OF WASHINGTON**

### **I. PARTIES**

The parties to this Subcontract are Northwest Justice Project (NJP) and the Legal Foundation of Washington (LFW).

### **II. PURPOSE AND DESCRIPTION**

This Subcontract is executed pursuant to NJP's role under the Access to Justice Board's (ATJ Board) State Plan for the Delivery of Civil Legal Services to Low-Income People in Washington State and is intended to enhance the ability of the local volunteer attorney and specialty legal aid providers listed below to provide effective, economical civil legal aid services to eligible low income people in Washington State on matters authorized by RCW 2.53.030.

Funds for this Subcontract originate from the Office of Civil Legal Aid (OCLA). This Subcontract is entered into with the express authority and approval of the Office of Civil Legal Aid. The delivery of legal aid services underwritten with funding made available under this Subcontract shall be governed by RCW 2.53.030. To the extent consistent with RCW 2.53.030, legal aid services underwritten with funding made available under this Subcontract will be carried out in the manner contemplated by the ATJ Board's Hallmarks of an Effective Legal Services Delivery System, the 2018-2020 ATJ Board State Plan for the Delivery of Legal Services to Low Income People in Washington State, and the ATJ Board's Performance Standards for Civil Legal Aid in Washington State (2009).

The entities funded through this Subcontract may include some or all of the local volunteer attorney programs and specialty legal aid providers (Grantees) listed below:

#### **Specialty Legal Aid Providers:**

Solid Ground  
Unemployment Law Project  
TeamChild Advocacy for Youth  
Seattle Community Law Center

#### **Volunteer Attorney Programs:**

See the list of programs in Attachment A, which list is hereby incorporated by this reference.

### III. SUBCONTRACT AMOUNT

NJP agrees to provide LFW funding up to the following amounts:

For the period July 1, 2019 through June 30, 2020:       \$3,250,000

Funding made available by NJP to LFW shall be used to provide funds to the above referenced LFW Grantees to underwrite a portion of the costs incurred by the Grantees to provide civil legal assistance to eligible low-income clients including, but not limited to, costs associated with the provision of direct client services, training, advocacy support and professional development, in the subject matter areas authorized by RCW 2.53.030(3).

Up to \$120,000 of the funding made available under this Subcontract may be used by LFW to underwrite direct and indirect costs associated with the development, hosting and delivery of statewide support services necessary for the effective and economical delivery of civil legal aid to eligible clients by entities that receive state legal aid funding directly or indirectly through this Subcontract. Statewide support services include support, maintenance and reliability of the Legal Server case management system (CMS) used by LFW and the Grantees listed in this Subcontract, as well to underwrite the acquisition and support of language access and teleconferencing facilities for use by LFW Grantees that receive state funding pursuant to this Subcontract. Funding made available under this Subcontract may also be used to reimburse LFW for the cost of providing statewide technical assistance and support to volunteer attorney programs involved in the delivery of state-funded legal aid services and for professional development and training expenditures for staff and attorney volunteers associated with volunteer attorney and specialty legal aid providers referenced in Section II of this Subcontract on matters relating to their ability to provide effective and economical legal aid services to eligible clients on matters within the authorized areas of state representation consistent with the ATJ Board's Performance Standards.

Of the funds subcontracted under this Agreement, \$575,000 is Civil Justice Reinvestment Plan (CJRP) funding appropriated by the Legislature to expand volunteer attorney involvement in the delivery of civil legal aid to state-eligible clients on matters that fall within the scope of RCW 2.53.030. CJRP Pro Bono Enhancement funding must be tracked and reported separately in invoices submitted by LFW to NJP.

Of the funds subcontracted under this Agreement, \$625,000 is CJRP FTE Expansion funding which shall be directly subcontracted as follows:

Seattle Community Law Center: \$270,000  
Solid Ground Benefits Legal Assistance: \$110,000  
Unemployment Law Project: \$110,000

TeamChild: \$135,000

CJRP FTE Expansion funding must be tracked and reported separately in invoices submitted by LFW to NJP.

Of the funds subcontracted under this Agreement, \$150,000 is to be used to fund salary compensation adjustments for pro bono programs listed in attachment A. Such adjustments must implement the OCLA and LFW approved schedule of adjustments developed in consultation with the Statewide Pro Bono Council. Recipients of Compensation Equity Funding shall certify that such funding will be used to implement the compensation adjustments set forth in the schedule. LFW shall track and report Compensation Equity Funding expenses by program separately on the quarterly invoice it submits to NJP.

#### **IV. RESPONSIBILITIES OF THE PARTIES**

##### **A. Legal Foundation of Washington**

##### **1. Granting of State Funds to Grantees; Designation of Funding for Legal Server Case Management System**

LFW makes grant awards to volunteer attorney programs and specialty legal aid providers operating throughout the state of Washington. LFW agrees to use state funds made available by NJP under this Subcontract exclusively for the purpose of granting these funds to its Grantees (limited to those listed above) to support the provision of civil legal assistance to eligible low-income clients consistent with the requirements of RCW 2.53.030 in the subject matter areas listed therein. The portion of funding made available under this Subcontract targeted for pro bono enhancement (\$575,000) shall be considered CJRP funds and shall be designated and tracked separately in grant agreements with LFW Grantees and LFW invoices to NJP.

No administrative fee or cost shall be charged by the LFW against that portion of the funding made available by NJP under this Subcontract to underwrite the operations of the volunteer legal aid programs listed in Attachment A and the specialty legal aid providers listed in this Subcontract, and such funds shall be passed through in their entirety to the such providers in amounts determined by the LFW. In order to ensure full compliance with and accountability to the requirements of RCW 2.53.030 on a program-specific basis, LFW shall have authority to determine the allocation of state and non-state funding provided to each individual Grantee as a percentage of the total grant made by LFW to such Grantee. LFW shall provide NJP with a list of the amounts of state funding, the relative proportion of state and non-state funding in relation to the total LFW grant, and the basis/formula for distribution of state-appropriated funds to the recipients.

## 2. Invoicing

LFW shall bill NJP for its share of Grantee funding on a quarterly basis. Invoices are due October 15, 2019 for the period July 1 through September 30, 2019; January 15, 2020 for the period October 1, 2019 through December 31, 2019; April 15, 2020 for the period January 1, 2020 through March 31, 2020; and July 10, 2020 for the period April 1 through June 30, 2020. The invoices shall list the amount of state funding allocated to each Grantee and the Legal Server CMS during the period covered by the invoice. The invoice shall also separately track CJRP plan funds dedicated to FTE expansion and pro bono enhancement.

## 3. Ensuring Subgrantee Compliance with Applicable State Statutory Provisions

All state funds are governed by the provisions of RCW 2.53.030 and the Contract between NJP and the Office of Civil Legal Aid, including the definition of “indigent persons” set forth in the General Terms and Conditions of said contract, which are set forth below:

E. “Indigent persons” means individuals whose total household income is at or below 125% of the federal poverty guidelines as published by the Department of Health and Human Services. “Indigent persons” also includes individuals whose total monthly household income exceeds 125% but does not exceed 200% of the federal poverty guideline, and

- (a) the individual’s income is seasonal and, when this income is amortized over the course of a year, results in an average annual income that is below the limits imposed by federal regulations relating to eligibility for civil legal services for the poor and limits set by the Contractor’s governing body; or
- (b) the circumstances indicate that legal assistance ought to be provided on the basis of any one or more of the following factors as applicable to the individual or the individual’s household:
  - (i) the individual is seeking legal assistance to obtain needs based governmental benefits;
  - (ii) the individual is seeking legal assistance to obtain or maintain governmental benefits for persons with disabilities;
  - (iii) the individual has significant child care, transportation or other expenses necessary for employment, job training, or educational activities in preparation for employment;
  - (iv) the individual has unreimbursed medical or long term care expenses, including medical insurance premiums, or other non-

- medical expenses associated with the age or a disability of a household member;
- (v) the person has a fixed monthly child support obligation or other fixed debts or obligations including current taxes; or
- (vi) other significant factors exist that prevent the person's income from being sufficient or available to purchase legal assistance in the private sector on a matter of significant personal or family importance.

LFW shall include in its Grant Terms and Conditions for every Grantee recipient of state funds a requirement that such Grantee comply with the requirements of RCW 2.53.030 including, but not limited to, all relevant client eligibility requirements and statutory limitations on the use of state-appropriated funding made available to such Grantee and a list of the authorized areas of client legal assistance and representation that may be undertaken with state funds. LFW shall also require each Grantee that receives state funds as part of the funding made available from LFW to submit a semi-annual report to LFW which shall contain the following information: 1) the total number of cases handled by the Grantee during the semi-annual reporting period that are OCLA income and status eligible and fall within the legal problem codes that correspond to the substantive areas of authorized representation set forth in RCW 2.53.030; and 2) the percentage that the number of such qualifying cases represents to the total number of cases handled by the Grantee during the semi-annual reporting period. LFW will also require that Grantees submit quarterly financial reports which include 1) the total program expenses associated with Grantee operations during the semi-annual reporting period; and 2) the percentage of total operating expenses that is represented by LFW grant funds (both state and IOLTA) received during the semi-annual reporting period. LFW shall provide such information to NJP in the quarterly reports required under this Subcontract. LFW will coordinate with OCLA in the scheduling and conduct of its oversight and review of client services delivered with funding made available under this Subcontract.

#### 4. Reporting

LFW shall make available to NJP and OCLA for review the quarterly financial reports as well as the semi-annual client service data summaries and narrative reports submitted by Grantees that receive state funding as part of their grants in accordance with the terms and conditions of this Subcontract. LFW will provide NJP and OCLA annually and at the end of the biennium a recap of the actual grantee funding activity including OCLA eligibility calculations. This worksheet is to be based upon the actual information collected from grantees in the quarterly financial reports and Legal Server client service reports. LFW will also provide NJP and OCLA a copy of the LFW audited financial statements within 60 days of issuance each year. Upon request, LFW

will provide NJP and OCLA copies of performance assessment letters written to grantees following site visits.

**B. Northwest Justice Project**

1. Payment Upon Receipt of Invoice

Within 30 days of receipt of each quarterly invoice submitted by LFW under Section III (A) (2) of this Subcontract, NJP shall issue a check to LFW for the state-funding component of LFW's grant during the period covered by the invoice.

2. Provision of Professional Liability Coverage

NJP will acquire and maintain professional liability insurance to the extent that coverage is available to cover the acts and omissions of Grantee staff and cooperating volunteer attorneys who provide legal assistance to state-eligible low-income clients on civil legal matters upon referral from NJP to one of the Grantees referenced in attachment A of this contract.

**V. APPLICATION OF STATE LAW/AUDITING**

It is expressly understood by the parties that funds subcontracted to LFW by NJP constitute state dollars appropriated by the Legislature in accordance with RCW 2.53.030, and have been made available in accordance with the terms and conditions of a contract entered into between NJP and OCLA. Such funding must be administered and expended in a manner consistent with the requirements of RCW 2.53.030 and the contract between NJP and OCLA (state contract) a copy of which is attached hereto and incorporated by this reference, and shall not be used for any purpose not expressly authorized under both the statute and the state contract.

Subject to the limitations set forth in RCW 2.53.030(7), NJP and LFW shall provide OCLA with access to books, records, electronic data and other relevant materials and information relating to the performance of the parties' respective obligations under this Subcontract. In addition, all grant agreements executed by LFW with the listed Grantees shall reserve a similar right of access in favor of the Office of Civil Legal Aid, which right shall include the right to conduct on-site reviews of NJP's, LFW's and the Grantees' activities at such times as may be mutually agreed upon between OCLA and the respective entity. Neither NJP, LFW nor the Grantees shall be required to produce books, records, electronic data and other relevant materials and information that would be confidential information protected by the United States Constitution, the state Constitution, the attorney-client privilege, and applicable rules of attorney conduct, or other fiduciary obligations of the entity. It is further understood and agreed that client information obtained by NJP and forwarded to an LFW grantee during the course of

referral or representation in areas authorized by RCW 2.53.030 shall be considered confidential for all purposes covered by this Subcontract.

**VI. EFFECTIVE DATE/DURATION:**

This Subcontract is effective July 1, 2019 and shall continue to be effective through June 30, 2020. It is expressly understood that this Subcontract is subject to approval by the State of Washington Office of Civil Legal Aid.

**VII. PROHIBITION ON USE OF FUNDING**

No funding made available under this Subcontract may be used to underwrite the work of Columbia Legal Services or Northwest Immigrant Rights Project.

**VIII. MODIFICATION/TERMINATION**

This Subcontract may not be modified without the express written agreement of the authorized representatives of the parties and approval by OCLA. Either party may terminate this Subcontract with 30 days written notification.

**IX. RATIFICATION OF VOLUNTEER ATTORNEY SERVICES UNDERTAKEN BETWEEN JANUARY 1, 2019 AND DATE OF EXECUTION OF THE SUBCONTRACT**

Upon receipt of the invoice in accordance with Section III (A) (2) of this subcontract, NJP hereby ratifies, accepts and agrees to pay for eligible Grantee activities undertaken since July 1, 2019 and continuing through to the date of execution of this Subcontract. NJP retains the right to adjust future payments under this or any other subsequent contract between the parties if, after review of the reports provided under Section III, NJP or OCLA determines that funds provided under this Subcontract were used in a manner inconsistent with the provision of RCW 2.53.030 and the contract between NJP and the Office of Civil Legal Aid. LFW can contest any determination made by NJP under this section. If the parties are unable to resolve disputes regarding performance of the contract, the matter shall be submitted to binding arbitration before a neutral arbitrator jointly selected by the parties.

**IX. AUTHORIZED PARTIES**

The parties authorized to enter into and amend this Subcontract shall be:

For Northwest Justice Project: César Torres, Executive Director

For Legal Foundation of Washington: Caitlin Davis, Executive Director

**NORTHWEST JUSTICE PROJECT**

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2019

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César Torres, Executive Director

**LEGAL FOUNDATION OF WASHINGTON**

Entered into this \_\_\_\_ day of \_\_\_\_\_, 2019

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Caitlin Davis, Executive Director

**OFFICE OF CIVIL LEGAL AID**

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019

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James A. Bamberger, Director

**NJP Special Grant Agreement  
(ATTACHMENT A)  
List of Grantees**

**Pro Bono Programs**

BENTON-FRANKLIN LEGAL AID SOCIETY  
7103 W Clearwater, Suite C  
Kennewick, WA 99336  
(509) 734-9840

BLUE MOUNTAIN ACTION COUNCIL VOLUNTEER ATTORNEY PROGRAM  
1520 Kelly Place, Suite 140  
Walla Walla, WA 99363  
(509) 529-4980

CHELAN DOUGLAS COUNTY VOLUNTEER ATTORNEY SERVICES  
300 Okanogan Ave #3-B  
Wenatchee, WA 98801  
(509) 663-2778

CLALLAM- JEFFERSON COUNTY PRO BONO LAWYERS  
228 West 1<sup>st</sup> Street, Suite N  
Port Angeles, WA 98362  
(360) 504-2579

CLARK COUNTY VOLUNTEER LAWYERS PROGRAM  
1409 Franklin Street, Suite 101  
Vancouver, WA 98660  
(360) 695-5975

COWLITZ-WAHKIAKUM LEGAL AID  
1338 Commerce, Suite C  
Longview, WA 98632  
(360) 425-3430

EASTSIDE LEGAL ASSISTANCE PROGRAM  
1239 120<sup>th</sup> Ave NE, Suite J  
Bellevue, WA 98005  
(425) 747-7274  
(425) 747-7504

KING COUNTY BAR PRO BONO SERVICES

The IBM Building  
1200 Fifth Avenue, Suite 700  
Seattle, WA 98101  
(206) 624-9365

KITSAP LEGAL SERVICES

P.O. Box 1446  
Bremerton, WA 98337  
(800) 338-3363

LEGAL ASSISTANCE BY WHATCOM (LAW) ADVOCATES

PO Box 937  
Bellingham, WA 98227  
(360) 671-6079

SKAGIT COUNTY COMMUNITY ACTION AGENCY VLP

PO Box 1507  
Mt. Vernon, WA 98273  
(360) 416-7585

SNOHOMISH COUNTY LEGAL SERVICES

PO Box 5675  
Everett, WA 98206  
(425) 258-9283

SPOKANE COUNTY BAR ASSOCIATION VOLUNTEER LAWYERS PROGRAM

1704 West Broadway Ave  
Spokane, WA 99201  
(509) 462-3701

TACOMAPROBONO

621 Tacoma Ave. S, Suite 303  
Tacoma, WA 98402  
(253) 572-5134

THURSTON COUNTY VOLUNTEER LEGAL SERVICES FOUNDATION

PO Box 405  
Olympia, WA 98507-0405  
(360) 705-8194

YAKIMA COUNTY VOLUNTEER ATTORNEY SERVICES  
311 N 4th St.  
Yakima, WA 98901  
(509) 453-4400

**Specialty Legal Service Programs**

SOLID GROUND  
1050 North 45<sup>th</sup> Street  
Seattle, WA 98103  
(206) 694-6714

SEATTLE COMMUNITY LAW CENTER  
1404 East Yesler Way, Suite 420  
Seattle, WA 98122  
(206) 686-7252

TEAM CHILD  
1225 South Weller, Suite 420  
Seattle, WA 98144  
(206) 322-2444

UNEMPLOYMENT LAW PROJECT  
1904 Third Ave., Suite 604  
Seattle, WA 98121  
(206) 441-9178