

ATTACHMENT 3



Washington State Office of Civil Legal Aid

1112 Quince St SE
Olympia, WA 98504
MS 41183
360-704-4135

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

May 1, 2019

Mr. César E. Torres, Executive Director
Northwest Justice Project
401 Second Ave., Suite 600
Seattle, WA 98104

Re: FY 2019-21 Biennial Fiscal, Regulatory, and Operational Review

Dear Mr. Torres,

The Office of Civil Legal Aid (OCLA) conducts a biennial review of NJP's fiscal and regulatory compliance and its client service operations. The review occurs during the second year of each biennium. Normally OCLA would have commenced the review by now but deferred it out of respect for NJP's collective bargaining and administrative reorganization processes and, most recently, the press of the legislative session.

Since we last discussed this matter, NJP was informed that the federal Legal Services Corporation's Office of Compliance and Enforcement (OCE) will conduct a comprehensive compliance review of NJP systems, practices, and procedures. OCLA has reviewed the April 2, 2019 letter from LSC outlining the scope and purpose of the OCE visit, the protocols that will be employed prior to and during the visit, and the exhaustive list of documents that NJP is to provide prior to July 9 and July 25, 2019, as well as those that must be available on day one of the OCE visit.

While the principal purpose of the OCE visit is to ensure compliance with applicable federal statutory, administrative, and contractual requirements, such a review will necessarily cover (in substantially greater depth and detail) many of the areas that OCLA covers in its biennial review. The results of the OCE visit will be available to OCLA; and OCLA reserves its full authority to consult with OCE staff and others at LSC with respect to issues that may be identified as a result of said visit.

OCLA has no interest in engaging in oversight activities that merely duplicate those of NJP's other principal funder, especially given that materials generated during and following the OCE visit will be available to OCLA. Consequently, OCLA has determined that it will conduct a limited biennial review during May-June 2019. An initial review template and related document requests is attached to the e-mail transmitting this letter. OCLA respectfully requests that NJP

Re: NJP Biennial Review

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respond to the same by June 1, 2019. OCLA will then review the information received from NJP and determine whether additional consultation is required.

In addition to OCLA's biennial review OCLA regularly conducts up to two site visits of NJP offices each calendar year. This calendar year OCLA anticipates visiting NJP's offices in Kennewick and Yakima. We hope to schedule these visits for shortly after Labor Day. OCLA will work with you to schedule and develop the appropriate protocols and understandings that will govern these visits.

Thank you in advance for your cooperation and that of your team,

Sincerely,

OFFICE OF CIVIL LEGAL AID

James A. Bamberger, Director

**FISCAL, REGULATORY AND CLIENT SERVICE SYSTEMS REVIEW
FY 2017-19 BIENNIUM**

This is the template for the biennial review of fiscal, regulatory, administration, client service delivery and performance issues relevant to Northwest Justice Project’s (NJP’s) discharge of its responsibilities under OCLA Contract No. PSC 18001. Please provide the documents and information requested along with any comments NJP wishes OCLA to consider. In addition to the information requested below, please provide a current copy of NJP’s Policy Manual and identify specific policies that may be undergoing active review and likely board amendment.

INQUIRY AREA NO. 1:

RCW 2.53.030(2) Authorized Areas of State Funded Legal Aid Services and Client Eligibility: Any money appropriated by the legislature for civil representation of indigent persons shall be administered by the office of civil legal aid established under RCW 2.53.020, and shall be used solely for the purpose of contracting with qualified legal aid programs for legal representation of indigent persons in matters relating to: (a) Domestic relations and family law matters, (b) public assistance and health care, (c) housing and utilities, (d) social security, (e) mortgage foreclosures, (f) home protection bankruptcies, (g) consumer fraud and unfair sales practices, (h) rights of residents of long-term care facilities, (i) wills, estates, and living wills, (j) elder abuse, and (k) guardianship. Documents requested here go to NJP’s process for determining client eligibility with respect to income and legal problem code, and the system that NJP uses to allocate costs and charge state funds for that portion of program operations.

A copy of NJP’s current policies for determining income eligibility for state-funded civil legal aid services consistent with definition of “indigent” set forth in the Definition Section of the General Terms and Conditions of NJP’s contract with the OCLA. If the policies are included in the Policy Manual please so indicate and note the relevant policy number(s). If the policy has not changed since the 2015-17 review, please advise. If they have, please note the changes.

Document Provided? Y N
Comments: No significant changes to income eligibility policy.
Attachment

<p>Revised eligibility protocols developed to implement legislative changes in areas of state authorized legal aid activity following enactment of SHB 2308 in 2018. Please provide relevant instructions to intake staff and ‘screen shots’ that reflect how such revised protocols operate. Please also provide documentation related to any other change in intake systems or protocols used to determine eligibility for state legal assistance since the FY 2015-17 biennial review.</p>	<p>Document Provided? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: See NJP instructions to staff notifying of the expanded areas of eligible case activity and added problem codes. Attachment</p>
<p>A current list of CSR problem codes and special legal problem codes embedded into the Legal Server case management system, identifying those that code to “OCLA-Yes” and “OCLA-No” respectively.</p>	<p>Document Provided? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: See NJP Legal Problem Codes and NJP Special Legal Problem Codes - Attachments</p>
<p>Documents relating to any changes in NJP’s cost allocation system or the methodology by which costs are assigned to OCLA funding governed by PSC 18001. If the cost allocation system has not changed since FY 2015-17, please advise.</p>	<p>Document Provided? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: See NJP Allocations Overview 2019 - Attachment</p>
<p>Any changes to NJP’s most recent Accounting Procedures Overview and Accounting Manual since the FY 2015-17 biennial review.</p>	<p>Document Provided? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: See NJP Accounting Manual 2018 and NJP Fiscal Processes Overview 2019 - Attachments</p>
<p>INQUIRY AREA NO. 2:</p> <p>RCW 2.53.030(4) Maximizing Geographic Access: When entering into a contract with a qualified legal aid provider under this section, the office of civil legal aid shall require the provider to provide legal aid in a manner that maximizes geographic access throughout the state.</p>	
<p>A roster of all legal advocates broken down by location by geographic region and statewide function (e.g., CLEAR, Field, CAP) as of January 1, 2019. Include for each whether they are funded in whole or in part with OCLA funding (state appropriations) or whether they are directly charged to specific grants or contracts.</p>	<p>Document Provided? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: Attachment</p>

<p>A copy of NJP's FY 2017 and FY 2018 Reports on Geographic Proportionality (PSC 18001, Section 11)</p>	<p>Document Provided? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: See Fiscal 2017 OCLA Proportionality Report and Fiscal 2018 OCLA Proportionality Report - Attachments</p>
<p>INQUIRY AREA NO. 3:</p> <p>RCW 2.53.030(5)(a) Lobbying:</p> <p>(i) For purposes of this section, "lobbying" means any personal service, advertisement, telegram, telephone communication, letter, printed or written matter, or other device directly or indirectly intended to influence any member of congress or any other federal, state, or local nonjudicial official, whether elected or appointed:</p> <p>(A) In connection with any act, bill, resolution, or similar legislation by the congress of the United States or by any state or local legislative body, or any administrative rule, rule-making activity, standard, rate, or other enactment by any federal, state, or local administrative agency;</p> <p>(B) In connection with any referendum, initiative, constitutional amendment, or any similar procedure of the congress, any state legislature, any local council, or any similar governing body acting in a legislative capacity; or</p> <p>(C) In connection with inclusion of any provision in a legislative measure appropriating funds to, or defining or limiting the functions or authority of, the recipient of funds under this section.</p> <p>(ii) "Lobbying" does not include the response of an employee of a legal aid program to a written request from a governmental agency, an elected or appointed official, or committee on a specific matter. This exception does not authorize communication with anyone other than the requesting party, or agent or employee of such agency, official, or committee.</p>	
<p>Any changes since the FY 2015-17 biennial review to NJP's written policies and instructions implementing the prohibition against lobbying and establishing the procedure by which NJP staff seek authorization to engage in allowable lobbying activities.</p>	<p>Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments:</p>
<p>A copy of NJP's semi-annual legislative and administrative advocacy reports submitted to the Legal Services Corporation for activities conducted during the FY 2017-19 biennium. Please also provide a statement describing the process by which NJP allocates 100% of direct and indirect costs associated with legislative and administrative representation to sources other than funds provided under PSC 18001.</p>	<p>Document Provided? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: Attachments</p>

Please complete the attached form for NJP staff involvement in state legislative activities during the 2018 and 2019 legislative session	Document Completed? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Copies of complaints or allegations, from whatever source, alleging that NJP staff violated state rules or internal NJP policies regarding lobbying during FY 2017-19. Copies of any reports or communications relating or responding to complaints or allegations that NJP staff violated the policy or prohibition against lobbying.	Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A
<p>INQUIRY AREA NO. 4:</p> <p>RCW 2.53.030(5)(b) Grassroots Lobbying: (b) Grass roots lobbying. For purposes of this section, "grass roots lobbying" means preparation, production, or dissemination of information the purpose of which is to encourage the public at large, or any definable segment thereof, to contact legislators or their staff in support of or in opposition to pending or proposed legislation; or contribute to or participate in a demonstration, march, rally, lobbying campaign, or letter writing or telephone campaign for the purpose of influencing the course of pending or proposed legislation.</p>	
Documentation of changes, if any, to NJP's written policies and instructions implementing the prohibition against grass roots lobbying since the FY 2015-17 review.	Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A
Copies of complaints or allegations, from whatever source, that NJP staff violated the policy or prohibition against grass roots lobbying. Copies of any reports or communications relating or responding to complaints or allegations that NJP staff violated the policy or prohibition against grass roots lobbying.	Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A
<p>INQUIRY AREA NO. 5:</p> <p>RCW 2.53.030(5)(c) Class action lawsuits:</p>	

Documentation of changes, if any, to NJP's written policies and instructions implementing the policy or prohibition against the use of state funding for class actions since the FY 2015-17 biennial review.	Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A
Copies of complaints or allegations, from whatever source, that NJP staff violated the policy or prohibition against filing or participating in class actions. Copies of any reports or communications relating or responding to complaints or allegations that NJP staff violated the policy or prohibition against filing or participating in class actions.	Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A
<p>INQUIRY AREA NO. 6:</p> <p>RCW 2.53.030(5)(d) Political Activities: Participating in or identifying the program with prohibited political activities. For purposes of this section, "prohibited political activities" means (i) any activity directed toward the success or failure of a political party, a candidate for partisan or nonpartisan office, a partisan political group, or a ballot measure; (ii) advertising or contributing or soliciting financial support for or against any candidate, political group, or ballot measure; or (iii) voter registration or transportation activities.</p>	
Documentation of changes, if any, to NJP's written policies and instructions implementing the prohibition on engaging in political activities since the FY 2015-17 biennial review.	Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A
Copies of complaints or allegations, from whatever source, that NJP staff violated the policy or prohibition against engaging in political activities. Copies of any reports or communications relating or responding to complaints or allegations that NJP staff violated the policy or prohibition against engaging in political activities.	Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A

INQUIRY AREA NO. 7:

RCW 2.53.030(5)(e) Representation in fee-generating cases: For purposes of this section, "fee-generating" means a case that might reasonably be expected to result in a fee for legal aid if undertaken by a private attorney. The charging of a fee pursuant to subsection (6) of this section does not establish the fee-generating nature of a case.

A fee-generating case may be accepted when: (i) The case has been rejected by the local lawyer referral services or by two private attorneys; (ii) neither the referral service nor two private attorneys will consider the case without payment of a consultation fee; (iii) after consultation with the appropriate representatives of the private bar, the program has determined that the type of case is one that private attorneys do not ordinarily accept, or do not accept without prepayment of a fee; or (iv) the director of the program or the director's designee has determined that referral of the case to the private bar is not possible because documented attempts to refer similar cases in the past have been futile, or because emergency circumstances compel immediate action before referral can be made, but the client is advised that, if appropriate and consistent with professional responsibility, referral will be attempted at a later time.

Documentation of changes, if any, in NJP's written policies and instructions implementing the prohibition against representation in fee generating cases since the FY 2015-17 biennial review.

Document Provided? Y N
Comments: N/A

Copies of complaints or allegations, from whatever source, that NJP staff violated the policy or prohibition against representing clients in fee generating cases. Copies of any reports or communications relating or responding to complaints or allegations that NJP staff violated the policy or prohibition against representing clients in fee generating cases.

Document Provided? Y N
Comments: N/A

INQUIRY AREA NO. 8:

RCW 2.53.030(5)(f) Representation of Unions: Organizing any association, union, or federation, or representing a labor union. However, nothing in this subsection (5)(f) prohibits the provision of legal aid to clients as otherwise permitted by this section.

Documentation of changes, if any, to NJP's written policies prohibiting the use of state funding to organize labor associations, unions or federations and prohibiting NJP staff from representing unions since the FY 2015-17 review.

Document Provided? Y N
Comments: N/A

<p>Copies of complaints or allegations, from whatever source, that NJP staff violated the policy or prohibition embodied in RCW 2.53.030(5)(f). Copies of any reports or communications relating or responding to complaints or allegations that NJP staff violated the policy or prohibition against labor organizing or representing labor unions.</p>	<p>Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A</p>
<p>INQUIRY AREA NO. 9: RCW 2.53.030(5)(g) Representation of undocumented aliens:</p>	
<p>Documentation of changes, if any, to NJP’s written policies and instructions governing the provision of legal services to aliens, including the process by which alien eligibility status is determined since the FY 2015-17 biennial review.</p>	<p>Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A</p>
<p>Documentation of changes, if any, in NJP’s approach for determining eligibility of aliens for <i>state-funded</i> (state-appropriated funding) legal aid services and the systems employed by NJP to ensure that state-appropriated funding is not used to serve persons who are not citizens <i>and</i> who are in the United States and subject to removal.</p>	<p>Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A</p>
<p>Copies of complaints or allegations, from whatever source, that NJP staff used state-appropriated funding to represent persons who are not citizens and are not in the United States under color of federal legal authority. Copies of any reports or communications relating or responding to complaints or allegations that NJP staff used state-appropriated funding to represent persons who are not citizens and are not in the United States under color of federal legal authority.</p>	<p>Document Provided? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: See below response re complaint to OCLA re NJP’s Spanish line for non-English speakers.</p>
<p>INQUIRY AREA NO. 10: RCW 2.53.030(5)(h) Picketing, demonstrations, strikes, or boycotts.</p>	

<p>Documentation of changes, if any, in NJP written policies and instructions prohibiting the use of state funds to underwrite directly or indirectly any of the activities prohibited by RCW 2.53.030(5)(h).</p>	<p>Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A</p>
<p>Copies of complaints or allegations, from whatever source, that NJP engaged in activities prohibited by this section. Copies of any reports or communications relating or responding to complaints or allegations that NJP staff violated the policy or prohibition against participating in picketing, demonstrations, strikes or boycotts.</p>	<p>Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A</p>
<p>INQUIRY AREA NO. 11:</p> <p>RCW 2.53.030(5)(i) Engaging in inappropriate solicitation. For purposes of this section, "inappropriate solicitation" means promoting the assertion of specific legal claims among persons who know of their rights to make a claim and who decline to do so. Nothing in this subsection precludes a legal aid program or its employees from providing information regarding legal rights and responsibilities or providing information regarding the program's services and intake procedures through community legal education activities, responding to an individual's specific question about whether the individual should consult with an attorney or take legal action, or responding to an individual's specific request for information about the individual's legal rights or request for assistance in connection with a specific legal problem.</p>	
<p>Documentation of changes, if any, in NJP's written policies and instructions prohibiting NJP staff from engaging in inappropriate solicitation of clients as defined by 2.53.030(5)(i) since the FY 2015-17 biennial review.</p>	<p>Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A</p>
<p>Copies of complaints or allegations, from whatever source, that NJP staff engaged in inappropriate solicitation of clients or potential clients. Copies of any reports or communications relating or responding to complaints or allegations that NJP staff engaged in inappropriate solicitation of clients or potential clients.</p>	<p>Document Provided? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: N/A</p>
<p>INQUIRY AREA NO. 12:</p> <p>RCW 2.53.030(5)(j) Conducting training programs that: (i) Advocate particular public policies; (ii) encourage or facilitate political activities, labor or anti-labor activities, boycotts, picketing, strikes, or demonstrations; or (iii) attempt to influence legislation or rule making. Nothing in this subsection (5)(j) precludes representation of clients as otherwise permitted by this section.</p>	

Copies of agendas for NJP-sponsored training programs supported in whole or in part with state-appropriated funds during the FY 2017-19 biennium.	Documents Provided? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: See Attachments
ADDITIONAL AREAS OF INQUIRY:	
A. Board Governance and Administrative Capacity	
Current board roster and contact information	Document Provided? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: Attached
A list of standing and special committees	Document Provided? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: Attached
Please provide a narrative update or progress report on NJP's implementation of its administrative reorganization, including progress to date and a timeline for completion. In addition, please provide an updated list of and current description of responsibilities for each member of NJP's statewide and administrative teams.	Information Provided <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: See Attached Narrative Responses
B. Quality, Efficiency and Responsiveness of Client Representation	
Please provide a table documenting each client grievance filed since 7/1/17 by number, substance of client grievance (Denial of Service, Quality of Service, Discriminatory Treatment, Other) and disposition, including at what level – e.g., staff, Director, Board -- that grievance was resolved.	Document Provided? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: Attached
Please provide updates or changes to NJP's strategic plan since the FY 2015-17 biennial review.	Documents Provided <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: See Attached Narrative Responses.

<p>Please indicate whether there have been significant changes in the systems or approaches used by NJP to provide oversight, supervision and accountability of client service delivery since 2017. If there have been, please provide a description of such changes.</p>	<p>Information Provided <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: See attached Narrative Responses</p>
<p>Please indicate whether there have been significant changes to the systems or strategies to encourage and support professional development of attorney and non-attorney staff since 2017. If there have been, please provide a description of such changes.</p>	<p>Information Provided <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: See attached Narrative Responses</p>
<p>Have there been significant changes in the systems or approaches (including but not limited to case specific outcome tracking) through which NJP monitors, aggregates or otherwise evaluates the impact and effectiveness (qualitative or quantitative) of its client service efforts? If so, please outline such changes.</p>	<p>Information Provided <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Comments: See attached Narrative Responses</p>
<p>Please provide narrative descriptions of action, if any, taken in response to OCLA’s site visit reports resulting from visits to the Vancouver, Bellingham, and Spokane offices in 2017 and 2018.</p>	<p>Information Provided <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: See Attached Narrative Responses</p>
<p>C. Inclusion, diversity, compliance with applicable non-discrimination requirements, ADA and ATJ Technology Principles</p>	
<p>Please outline changes, if any, since the FY 20115-17 biennial review in NJP’s staff hiring, retention, and training and support policies and practices resulting from NJP’s adoption of the Race Equity and Justice Initiative’s Acknowledgments and Commitments and NJP’s internal inclusion, diversity and equity related initiatives. Please also describe any changes in NJP’s external (community engagement, case priorities, case acceptance, and related client service focus) activities as a result of NJP’s adoption of the REJI Acknowledgments and Commitments and NJP’s internal inclusion, diversity and equity related initiatives.</p>	<p>Information Provided <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Comments: See Attached Narrative Responses</p>
<p>Please provide an updated list of NJP staff by position title (w/o names) showing the following characteristics (where such information is known): Racial Identity: White (W), Black or African American (B), American Indian or Alaska Native (AI/AN), Asian (AS), Native Hawai’ian or Other Pacific Islander (NH/PI) and Hispanic or Latino/a (H/L). Age: Over 39 (>39); Under 40 (<40) Gender Identity: Female (F), Male (M), Transgender (T), Other/Unknown (O/U)</p>	<p>Document Provided? <input type="checkbox"/> Y <input type="checkbox"/> N Comments:</p>

<p>Disability: Disclosed Disability Requiring Reasonable Accommodation (D-RA) Military Service: Active Member or Honorably Discharged Veteran (Mil)</p>	
<p>Please provide a list of training events that NJP hosted, provided or sponsored for staff or board members on inclusion, diversity and equity during the FY 2017-19 biennium.</p>	<p>Information Provided [] Y [] N Comments:</p>
<p>Please describe any changes since the FY 2015-17 biennial review in NJP’s approach to consideration of the ATJ Technology Principles in technology project development efforts, including LSC-TIG and other grant-funded projects.</p>	<p>Information Provided [X] Y [] N Comments: See Attached Narrative Responses</p>
<p>E. Oversight of Subcontracts</p>	
<p>Please describe any changes in NJP’s approach to managing its subcontract with the Legal Foundation of Washington to ensure that state funds are used by each entity that receives them exclusively to support the provision of civil legal aid services to eligible clients on matters falling within the areas of authorized activity set forth in RCW 2.53.030.</p>	<p>Information Provided [X] Y [] N Comments: No Changes in Approach.</p>
<p>F. Third Party Complaints and Grievances</p>	
<p>Please provide a table documenting all written complaints filed with NJP since the 2015-19 biennial review by third parties who are not clients or prospective clients documenting (a) identity of the complaining party, (b) the nature of the complaint, and (c) the disposition of the complaint.</p>	<p>Document Provided? [X] Y [] N Comments: See Attached Narrative Responses</p>
<p>Please provide a table documenting (a) all complaints known to NJP that were filed against NJP or any employee thereof with the Legal Services Corporation, the Washington State Bar Association or other funding or regulatory entities during the FY 2017-19 biennium, and (b) the disposition of such complaints. This request does not seek information that is protected from disclosure under the Rules of Professional Conduct, the Rules for Enforcement of Lawyer Conduct or other legal authority. If NJP asserts a right not to disclose the existence of any such complaint, allegation or grievance, please identify the source of legal authority for the same.</p>	<p>Document Provided? [X] Y [] N Comments: See Attached Narrative Responses</p>



Washington State Office of Civil Legal Aid

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Olympia, WA 98504
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360-704-4135

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

August 23, 2019

Mr. César E. Torres, Executive Director
Northwest Justice Project
401 Second Ave., Suite 407
Seattle, WA 98104

FY 2017-19 Biennial Review

Dear Mr. Torres,

For the reasons outlined in its May 1, 2019 letter, the Office of Civil Legal Aid conducted a limited biennial review of the Northwest Justice Project's fiscal, administrative, compliance, and client service programs. This review was based on materials and documents provided by NJP in response to the revised (5-31) Biennial Review Template.

NJP staff timely provided the requested documents and materials and completed appropriate sections of the Biennial Review Template. OCLA has reviewed the materials provided. On the basis of these materials and the information NJP provided in the completed Biennial Review Template, the Office of Civil Legal Aid finds:

1. NJP continues to maintain robust fiscal, accounting, time keeping and case management systems. These systems integrate with one another so that NJP is able to identify and allocate OCLA eligible direct and indirect expenses and segregate these from those that are not eligible. These systems are sound and employed by NJP in a manner that ensures that state-appropriated legal aid funding is used to support only activities authorized by RCW 2.53.030(2) and is not used to support activities prohibited by RCW 2.53.030(5).
2. NJP maintains, actively trains staff on, and enforces policies and procedures to protect against the use of state-appropriated funding for activities that fall outside of authorized areas of client legal assistance or that would otherwise violate RCW 2.53.030 or the terms and conditions set forth in Contract No. PSC 18001. NJP's program policies are consistent with applicable state law.
3. NJP's fiscal and accounting systems are sound, and fiscal staff are experienced and extremely well qualified. NJP received a clean 2018 independent audit, with no adverse findings.

4. NJP is in the process of implementing a significant redesign of its administrative, and client service management and oversight systems. OCLA has received a copy of the management plan presented to and adopted by NJP's Board of Directors. NJP provided an update on the status of the plan's implementation.
5. NJP has a strong and diverse Board of Directors. NJP's Board of Directors meets quarterly and performs all essential governance and oversight functions required of it. NJP management provides the Board of Directors with timely and complete information on relevant matters relating to program operations.
6. Since the 2015-17 Biennial Review, NJP staff organized and NJP negotiated a three-year collective bargaining agreement with the Office and Professional Employees International Union, Local No. 8, AFL-CIO.
7. NJP's most recent Strategic Plan embraces and incorporates strategies that reflect the organization's commitment to employing race equity considerations in both its internal and client service operations.

On the basis of information provided throughout the course of the biennium, including that provided in association with its FY 2019-21 Application for Funding and this Biennial Review, OCLA finds that NJP continues to provide effective and meaningful legal information, advice, assistance, and representation for eligible low-income residents throughout the state of Washington. While it lacks capacity to address all requests for assistance, NJP's client service priorities are responsive to the most pressing needs of clients and client communities. NJP achieves significant client-centered outcomes through its individual client representation, representation and related activities associated with its Strategic Advocacy Focus, and through periodic involvement in appellate cases in an *Amicus Curiae* capacity. NJP field staff are required to be actively engaged with the communities in their respective service areas. NJP provides extensive training and support for its staff.

Requested Action:

1. OCLA understands that NJP is in the process of identifying, collecting and professionally developing a bank of stories that reflect the impact of NJP's client service work. On the basis of discussions that occurred during the negotiation of the FY 2019-21 contract, OCLA requests that NJP provide a semi-annual inventory of client stories (in a manner that protects from disclosure client identities and other information protected by the attorney-client relationship) by subject matter, geographic location, outcome achieved, and other characteristics as NJP may determine. The first installment should be provided by December 31, 2019.
2. NJP does not currently have a system by which it secures feedback from clients who receive extended legal assistance from the program. As required in the FY 2019-21 contract, NJP is to develop and implement a Client Feedback System that will include an annual reporting component to NJP's Board of Directors and the Office of Civil Legal Aid. OCLA requests that NJP provide it with a copy of the system once adopted.

3. OCLA requests that NJP provide an annual update or report on progress made under its 2018-22 Strategic Plan with the first such update or report provided by December 31, 2019.
4. As required by the FY 2019-21 contract, please forward a copy of the results transmitted to the Legal Services Corporation (LSC) associated with LSC's April 2019 Intake Census Survey.

As always, OCLA appreciates the cooperation of your administrative team in collecting, collating, and forwarding the requested documents. Further, and as I had the privilege of sharing with the members of your Board during its July 29, 2019 meeting, we continue to appreciate the extraordinary work carried out each and every day by NJP's team of dedicated attorneys and legal support staff. These are extremely difficult times for people living in or near poverty, especially people and communities of color and others who are increasingly looked upon with disfavor by many people in positional authority. NJP's staff every day provide legal voice to those most affected and who face the greatest obstacles to affirming, asserting, and defending their most basic legal rights. As an organization, NJP lives up to its mission of "Combatting Injustice • Strengthening Communities • Protecting Human Dignity".

Thank you and thanks to the NJP team.

Sincerely,

OFFICE OF CIVIL LEGAL AID

James A. Bamberger
Director

ATTACHMENT 4



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James A. Bamberger, Director
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YAKIMA-KITTITAS REGIONAL OFFICE SITE VISIT PROTOCOL SEPTEMBER 16-17, 2019

The Office of Civil Legal Aid (OCLA) will conduct a site visit to the Northwest Justice Project's (NJP's) Yakima-Kittitas regional client service office on Monday and Tuesday, September 16-17, 2019. The site visit will focus on activities of NJP's Yakima-Kittitas regional legal aid staff.

OCLA's team will consist of the OCLA Director, James Bamberger, OCLA Children's Representation Program Manager Jill Malat and OCLA Crime Victims Legal Aid Program Manager Dana Boales. OCLA's approach to these site visits is informed by its statutory oversight responsibility, general contractual requirements, the ATJ Board's 2018-2020 State Plan for Legal Aid Delivery, and relevant state and national standards relating to the effective delivery of high quality civil legal aid services.

The on-site meeting in with regional staff in Yakima will commence at 9:00 a.m. and end no later than 1:00 p.m. on Monday, September 16th. As part of the engagement, Ms. Boales will meet separately with NJP's VOCA-funded advocate. The OCLA team will meet with local community based stakeholders during the afternoon of the 16th and most of the day on September 17th. Please make sure Walla Walla-assigned staff members are available to participate either in person or by videoconference during our visit with the regional team on Monday morning.

The September 16th meeting will be structured as follows:

- Introductions, orientation and overview of the regional client service office, priorities, intake protocols, projects and client service engagement activities (including review of the office's community engagement plan).
- Discussion of regional office client service highlights and successes.
- Discussion of local and regional client community demographics and trends.
- Discussion of regional office staff work in relation to NJP's current Strategic Advocacy Focus
- Discussion of efforts to incorporate race equity analyses into regional office casework, community engagement efforts, and systemic legal advocacy
- Discussion of the office's efforts to identify local and regional systems, structures and practices that negatively affect low-income people, including systems and practices that disproportionately affect low-income people of color and other minorities.

- Relationships and protocols with local, regional and statewide client service delivery partners.

MATERIALS REQUESTED IN ADVANCE: To facilitate meaningful conversations within the allotted timeframe, OCLA recommends that regional office staff members be provided copies of this protocol in advance of the site visits.

OCLA requests that NJP provide the following materials no later than August 30th:

- The regional office's most recent Community Engagement Plan
- 2018-19 regional planning meeting minutes or memoranda, if any
- Other documents highlighting significant advocacy initiatives undertaken by the regional office, if any
- A list of and contact information for key community-based organizational partners and community leaders (including leaders of minority communities)
- A list of judicial officers who have observed the work of NJP advocacy staff
- A list of qualified interpreters located in the local regional area with whom OCLA might contract if needed

OCLA will direct requests for additional documents identified prior to or during the course of the visit to NJP's Deputy Director before or subsequent to the visit.

Prior to, during and following the site visit, the OCLA team will meet (in-person, by phone and through electronic communication) with individuals, representatives of organizations and associations that have an interest in the quality, effectiveness and responsiveness of civil legal aid services provided by NJP staff to clients. These will generally include representatives from the local court and court administration staff (*e.g.*, judges, commissioners, and clerks), client service delivery partners (*e.g.*, pro bono program staff and advisory board members, specialty provider and law school clinical staff), community based organizations with which NJP staff work, and other organizations with which the NJP staff may work. These may include but are not limited to those identified in response to the contacts for whom information is requested above.

The OCLA team will conduct this visit in a manner that attempts to minimize unnecessary disruption of client service activities and fully respects Northwest Justice Project's ethical duties to protect client confidentiality and client-related attorney work product. In the event that questions or concerns arise with respect to any aspect of the site visits, the OCLA representatives will work with NJP's Deputy Director to resolve the question or concern.

It is understood that this is not a “compliance visit”. Nevertheless, should compliance issues be identified, OCLA will note these and communicate them to NJP’s Executive Director. OCLA reserves the right and responsibility to investigate any compliance issues that are identified.

Within 45 days following the site visit, OCLA will schedule a call with program leadership to share initial observations and clarify outstanding questions. NJP will designate the appropriate persons to participate in this follow up call. OCLA will then prepare a draft written report to program leadership outlining overall impressions, general and specific observations, and suggestions, if any, relative to the areas of inquiry focus. NJP leadership will have 30 days to comment on the draft. OCLA will then issue a final report to NJP within 30 days following receipt of NJP’s comments.

GOALS AND AREAS OF CONVERSATION FOCUS

The questions posed in the “relevant inquiry focus” following each objective are areas of interest which may be the subject of discussion with staff, community members and agency representatives during and following this visit. We may not have the time to explore all of these questions (and may deviate markedly from them depending on the trajectory of the conversation), but they serve as a guide that informs program staff about the areas of principal interest to the OCLA team. We encourage regional office team members to be thinking about these in advance so that we use our limited time as efficiently as possible.

Objective 1. Achieve a better understanding of the services NJP provides to low-income clients and communities through the regional client service offices, including (a) methods NJP uses to determine, prioritize, and respond to client needs, (b) strategies to identify and reach populations that experience access barriers, (c) how NJP provides equitable access to client services for clients and client communities residing in remote parts of the regional office service areas (including the Tri-County region), (d) methods for identifying and addressing systemic problems (e) how NJP works to ensure relevant and effective client service and appropriate levels of coordination with regional delivery partners and, if not addressed in (a)-(e) above (f) other ways in which NJP works to achieve the goals of the ATJ Board’s 2018-2020 State Plan.

Relevant Inquiry Focus:

- (a) Methods to determine and respond to client needs:
- How does the office assess individual client and client community needs?
 - Has the office adjusted its service delivery focus, resource commitments and strategies in recent years? If so, in what ways?
 - How does the office assess the responsiveness of its client work to client needs?

(b) Strategies to reach particularly vulnerable populations:

- How are regional staff members made aware of isolated and vulnerable populations in the service region? What communities of eligible clients has the office identified as either being underserved or experiencing barriers to accessing services from the office, if any?
- What strategies does the office use to provide services to members of vulnerable populations in its service area (*i.e.*, those experiencing geographic isolation, racial and ethnic barriers, language barriers, cultural barriers, and needs for assistive technology for effective access to services)? How does the office assess the effectiveness of its outreach, access, and accommodation strategies?
- In particular, how does the office integrate race equity issues in assessing client needs, community engagement and outreach strategies, identifying areas of strategic client service focus, setting client service priorities, and evaluating cases for acceptance?

(c) Methods for identifying and addressing systemic problems (see also (a)):

- How does the office participate in and pursue systemic advocacy objectives including, but not limited to those relevant to areas in NJP's Strategic Advocacy Focus?
- Provide examples of systemic advocacy that the office has conducted over the past 24 months.
- How does the office assess the effectiveness of its systemic advocacy work?
- What are the greatest challenges or barriers (other than statutory restrictions on use of funds) to addressing systemic issues that the regional office has identified for the clients and communities it serves?

(d) Regional planning and coordination:

- What is the current status of regional planning efforts with partner organizations? What roles, if any, has the office played in this effort?
- How does the office coordinate client services with its regional delivery partners?
- To what degree, if any, has the office adjusted client service strategies and approaches in light of its involvement in regional planning and coordination activities?
- Does the regional office integrate concepts of holistic advocacy (as the term is used in the State Plan) into its client service delivery mix? If so, what are the areas of practice to which this is most relevant in the region?

Objective 2. Understand the scope, focus and priorities for VOCA-funded work, and VOCA-funded staff attorney relationships with regional first responding and supporting organizations.

Relevant Inquiry Focus:

- With what organizations and entities does NJP's VOCA-funded advocate work?
- How does the VOCA-funded advocate identify and prioritize work on behalf of crime victims?
- As relevant, how does the VOCA-funded advocate identify and serve crime victims of color, sexual minorities, and others who experience barriers within the juvenile, criminal, and civil justice systems?
- Does VOCA-funded work differ from other priority work carried out by the regional office? If so, how?
- How is the VOCA funded work integrated into and supported by the regional office?
- Whether and, if so, how is VOCA-funded work incorporated into the office's overall strategic advocacy effort.

Objective 3. Obtain perspectives from external partners and other stakeholders (e.g., judges, delivery partners, community leaders, client community representatives) regarding NJP's role and effectiveness in meeting the high priority needs of clients in the region.

Relevant Inquiry Focus:

- Is NJP visible in and are its services relevant to its target client communities?
- How has the NJP office worked to address important issues affecting the low-income residents in the region?
- Does program work seem tailored to addressing pressing community and client needs?
- Do NJP case handlers demonstrate preparation and competency in hearings and court proceedings? Do they take on difficult or complex cases and legal advocacy initiatives?
- Do external partners and stakeholders understand the substance and rationale underlying the regional office's client service priorities?
- Are external stakeholders confident that NJP staff will be responsive to reasonable and appropriate requests for assistance?
- Do NJP staff demonstrate necessary skills to communicate effectively with prospective clients and community members?
- Can you identify examples of how NJP makes a positive difference for the clients it serves?

ATTACHMENT 5



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

September 3, 2019

Maria Chavez Wilcox, CEO
YWCA of King and Snohomish Counties
1118 Fifth Ave.
Seattle, WA 98101

Re: SVLS Transitional Funding Commitments

Dear Maria,

Consistent with our discussion, OCLA will transition VOCA support for legal aid services from the YWCA/SVLS to the Sexual Violence Law Center (Law Center). We are committed to executing this transition in a manner that is least disruptive to clients and in accordance with a transition agreement that will be entered into between the YWCA and the Law Center. For the purpose of this letter, OCLA assumes that the transition period will end effective December 31, 2019. The final timeline will be determined on the basis of good faith negotiations between the YWCA and the Law Center. We request that you or appropriate members of your team keep us informed of the status of transition discussions and timelines.

During the transition period and subject to the conditions outlined in Option 1 of my August 30th memo to you, OCLA will continue to provide financial support for VOCA-eligible services provided through the YWCA/SVLS. Accordingly:

1. The commitment to full FY 2020 funding set forth in the June 25, 2019 memorandum from Dana Boales to you is rescinded.
2. During the transition period, the YWCA/SVLS remains authorized to provide civil legal assistance to VOCA-eligible victims of sexual crimes until such activities are transferred to the Law Center in accordance with the transition agreement. All VOCA-eligible activities incurred since July 1, 2019 are ratified.
3. During the transition period the YWCA should continue to bill OCLA quarterly for actual costs (and associated indirect @ 10%) of VOCA-eligible activities it incurred during the prior billing period, and document required match in accordance with Section 8 of PSC 19010.
4. During the transition period, the YWCA should continue to submit required data and reports in accordance with Section 10 of the above referenced subrecipient agreement. Instead of the annual report required by that section, the YWCA/SVLS will provide a closeout report that generally tracks the areas of focus set forth in that section.

VOCA Transition Funding Commitment

9/3/2019

Page 2 of 2

While we anticipate a smooth transition, there will no doubt be issues that arise. Please direct any questions or concerns relating to the transition, funding, reporting, or other matters to Dana Boales.

Dana Boales, Program Manager
Legal Aid to Crime Victims Program
Office of Civil Legal Aid
253-327-1571 (Direct)
360-742-2136
dana.boales@ocla.wa.gov

With very best regards,

OFFICE OF CIVIL LEGAL AID

James A. Bamberger
Director

C: Dana Boales

ATTACHMENT 6

INTERAGENCY AGREEMENT
BETWEEN
DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES
AND
WASHINGTON STATE OFFICE OF CIVIL LEGAL AID

THIS INTERAGENCY AGREEMENT (IAA) is made and entered into between the Department of Children, Youth, and Families (DCYF) and the Office of Civil Legal Aid (OCLA).

I. Purpose

The purpose of this IAA is to establish the basis of a relationship between the Department of Children, Youth, and Families and the Office of Civil Legal Aid whereby OCLA may receive partial reimbursement for payment for services incurred by OCLA for the legal representation of DCYF Client children who remain in foster care six (6) months following the termination of their parents' legal rights.

II. Background

The Office of Civil Legal Aid (OCLA) manages the Children's Representation Program (CRP), which provides legal representation to children who remain in foster care six (6) months following the termination of their parents' legal rights. The program is set forth in RCW 13.34.100(6)(c)(i) and (ii), which provide in relevant part that the court must appoint an attorney for a child in a dependency proceeding six months after granting a petition to terminate the parent and child relationship and when there is no remaining parent with parental rights. When an attorney is appointed under this authority, the state must pay the costs of legal services if those services are in accordance with the standards of practice, voluntary training, and caseload limits developed and recommended by the children's representation work group pursuant to section 5, chapter 180, Laws of 2010. Under RCW 2.53.145, OCLA is responsible for contracting with attorneys or agencies that provide legal representation to children under this authority. Title IV-E reimbursement of expenses for legal representation for children in these dependency cases shall be in accordance with the Children's Bureau Child Welfare Policy Manual's stated objectives of ensuring reasonable efforts to prevent removal, finalizing children's permanency plans, ensuring that parents and youth are engaged in and complying with case plans, and the Manual's requirement that attorneys for children's representation be independent of and not overseen by the IV-E agency. As a matter of constitutional separation of powers, responsibility to regulate the practice of law is assigned to the judicial branch and operationalized through rules adopted by the Washington Supreme Court. The duties owed by attorneys representing children in dependency cases are governed by the Washington Supreme Court's Rules of Professional Conduct.

III. Definitions

- A. "Case" means a dependency proceeding brought under ch. 13.34 RCW in which a client is represented by an attorney and also means any substantially associated court or administrative proceeding(s) in which Attorney's client is a party, including but not limited to guardianships, reinstatement proceedings, authorized family law proceedings that finalize the child's permanent plan.
- B. "Children's Representation Program Manager" means the employee assigned by OCLA to manage and oversee the Children's Representation Program.
- C. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
- D. "Legally Free Child or Children" means a child/ren who remain(s) dependent six months following termination of legal rights as to all persons with parental rights to that child/ren.
- E. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.

IV. Data Security Requirements – Exhibit A.

OCLA shall protect, segregate, and dispose of DCYF data as described in Exhibit A.

V. Assignment

The OCLA shall not assign its rights and responsibilities under this Agreement to a third party without the prior written consent of DCYF. Nothing in this Agreement shall limit the role of OCLA in contracting for the services of attorneys for children as provided by law.

VI. Audit

- A. If OCLA is required to have an audit or if an audit is performed, OCLA shall forward a copy of the audit report to DCYF.
- B. If federal or state audit exceptions are made relating to this agreement, OCLA must reimburse the amount of the audit exception, and any other costs including, but not limited to, audit fees, court costs, and penalty assessments.
- C. OCLA shall be financially responsible for any overpayments by DCYF associated with activities undertaken by attorneys and agencies with which OCLA contracts. OCLA shall be financially responsible for any audit disallowances resulting from a federal or state audit which resulted from an action, omission or failure to act on the part of the attorneys and agencies with which OCLA contracts for representation of legally free children.

- D. OCLA shall require the attorneys and agencies providing legal representation to retain administrative records, such as fiscal records that shall substantiate costs invoiced to DCYF under this Agreement.

VII. Confidentiality

DCYF and OCLA agree that confidential information will be kept confidential on all data and communications systems and will be treated confidentially in accordance with applicable state and federal law, including Title IV-E confidentiality requirements, and DCYF data requirements as described in Exhibit A.

VIII. Disputes

- A. Both DCYF and OCLA agree to work in good faith to resolve all conflicts at the lowest level possible. However, if unable to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.
- B. If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and OCLA's designated delegate(s). Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and OCLA's designated delegate(s).
- C. Upon receipt of the referral and relevant documentation, the Secretary and OCLA's designated delegate(s) will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and OCLA's designated delegate(s) may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and OCLA are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.
- D. If the Secretary and OCLA are unable to come to a mutually acceptable decision after following the above procedures, the final decision shall be determined by a Dispute Board. Each Party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable

statutes and rules and make a determination of the dispute. Participation in the dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the Parties.

IX. Insurance

The parties certify that they are self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.

X. Provision of Legal Representation

- A. OCLA's CRP underwrites and oversees the delivery of high quality, standards-based legal representation to children who are entitled to representation pursuant to RCW 13.34.100 (6).
- B. OCLA will contract with individual attorneys and agencies to provide legal presentation under a case-by-case or % FTE basis.
- C. Attorneys with limited numbers of cases are paid on a case-by-case basis at \$75 per hour up to \$1500 per case per year in the instance of an individual child and, as required by RCW 13.34.100(6)(c)(ii), up to \$750 per year in the instance of second and subsequent siblings.
- D. The contracted rate of pay for a full time contract attorney (100% FTE) carrying 80 cases is \$120,000 per year.
- E. Attorneys contracted on a %FTE basis are required to provide a list of cases (using non-identifying case numbers) with their invoices, showing the date they were appointed to the case, whether the case is still open and whether the child is in a group care setting.
- F. For attorneys contracted on a case-by-case basis, each case is individually tracked to ensure billings do not exceed the contracted maximum amount per case.
- G. Consistent with caseload standards referenced in statute, attorneys are limited to a caseload of no more than 80 cases total in their practice, even when child representation occupies only a portion of their practice.
- H. OCLA will contract with qualified third-party training providers to deliver high quality training for CRP attorneys that focus on skills and substantive areas relevant to child welfare practice, to include mandatory training under the Quality Improvement Center on the Representation of Children in the Child Welfare System (QIC-ChildRep) model.
- I. CRP attorneys will advocate for the legal and stated interests of their clients.
- J. In addition to direct attorney-client communication and in-court representation, standards-based representation requires:
 - 1. Attorneys to observe their clients in placement settings;
 - 2. Attorneys to regularly communicate with collateral contacts such as:
 - a) Teachers;

- b) Foster Parents; and
 - c) Service Providers.
3. Attorneys to visit their clients at their placement regardless of where they are placed.
- K. CRP attorneys are required to enter their time and case activity into the online Case Activity Reporting and Oversight System (CAROS).

XI. Operating Budget and Reimbursement

DCYF will reimburse OCLA for OCLA’s Title IV-E allowable expenses for legal representation of children in dependency cases and appeals. Allowable expenditures will be determined by applying the combined foster care/relative care penetration rate averaged for the quarter to the allowable costs for the child representation program. The combined foster care/relative care penetration rate is the rate derived by dividing the number of Title IV-E eligible children in out-of-home care by the total number of children in out of home care. OCLA expenditures shall be submitted and reimbursed as indicated below. OCLA shall not submit a request for reimbursement, and DCYF shall not pay for, services performed under this IAA if OCLA has charged or will charge another agency of the state of Washington or any other party for the same services.

Child Dependency Representation FY20	
Salaries & Benefits	\$179,771.00
Office Supplies	\$500.00
Communications	\$3,500.00
Staff Development	\$1,500.00
Subscriptions	\$50.00
Rental & Leases	\$4,000.00
Attorney Services	\$1,344,000.00
Training	\$30,000.00
Staff Travel	\$7,500.00
Contractor Travel	\$17,500.00
Indirect @ 10%	\$21,432.10
Totals	\$1,609,753.10

XII. Governance

- A. In the event of an inconsistency in the terms of this IAA, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
 2. Terms and Conditions contained in this IAA and any and all Exhibits or Attachments;
 3. Any other provisions of this IAA incorporated by reference or otherwise.
- B. A failure by either party to exercise its rights under this IAA shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this IAA unless stated to be such in a writing signed by an authorized representative of the party and attached to the original IAA.

XIII. Term of Agreement

This IAA becomes effective July 1, 2019 and shall remain in effect until June 30, 2020, unless terminated.

XIV. Termination

This IAA may be terminated by either party with a minimum of thirty (30) days advanced notice.

XV. Termination Due to Change in Funding

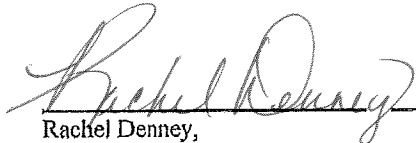
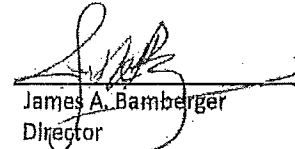
If the funds DCYF relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DCYF may immediately terminate this Agreement by providing written notice to the attorneys and agencies providing representation under this Agreement. The termination shall be effective on the date specified in the termination notice.

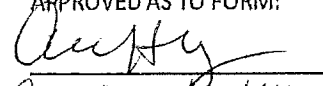
XVI. Amendments

This IAA 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.

XVII. Signatures

In witness whereof, the parties have executed this IAA:

 Rachel Denney, DCYF HQ Contract Manager	<u>7/22/19</u> Date	 James A. Bamberger Director	<u>July 17, 2019</u> Date
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APPROVED AS TO FORM:

Carrie Hankins
AAG

7/18/19
Date

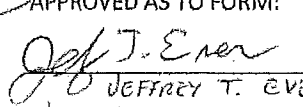
APPROVED AS TO FORM:

JEFFREY T. EVEN
July 17, 2019
Date

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. “Authorized Users(s)” means an individual or individuals with a business need to access DCYF Confidential Information, and who has or have been authorized to do so.
 - c. “Business Associate Agreement” means an agreement between DCYF and attorneys and agencies that provide legal representation who are receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. “Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20. “Data” used without modification refers to Category 4 Data.
 - e. “Cloud” means data storage on servers hosted by an entity other than the attorneys and agencies that provide legal representation on a network outside the control of those attorneys and agencies. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - f. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - g. “FedRAMP” means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.

- h. “Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
 - i. “Mobile Device” means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
 - j. “Multi-factor Authentication” means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. “PIN” means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
 - k. “Portable Device” means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
 - l. “Portable Media” means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
 - m. “Secure Area” means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized staff of the attorneys and agencies that provide legal representation are not present to ensure that non-authorized cannot access it.
 - n. “Trusted Network” means a network operated and maintained by the attorneys and agencies that provide legal representation, which includes security controls sufficient to protect DCYF Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
 - o. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DCYF Information Security Policy

and Standards Manual. Reference material related to these requirements can be found here: <https://www.dcyf.wa.gov/services/child-welfare-providers> which is a site developed by the DSHS Information Security Office and hosted by DCYF.

3. **Administrative Controls.** The attorneys and agencies that provide legal representation must have the following controls in place:
 - a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to staff for violating that policy.
 - b. Security awareness training for all employees, presented at least annually, which informs staff of their responsibilities under the attorneys and agencies that provide legal representation's security policy. If the attorneys and agencies do not have an appropriate security awareness course, any of their staff who will work with the Data or systems housing the Data, must successfully complete the DSHS Information Security Awareness Training, which can be taken on this web page: <https://www.dshs.wa.gov/fsa/central-contract-services/it-security-awareness-training>, or a replacement later identified by DCYF.
 - c. If the Data shared under this agreement is classified as Category 4, the attorneys and agencies that provide legal representation must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
 - d. If Confidential Information shared under this agreement is classified as Category 4, the attorneys and agencies that provide legal representation must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the attorneys and agencies that provide legal representation must:
 - a. Have documented policies and procedures governing access to systems with the shared Data.
 - b. Restrict access through administrative, physical, and technical controls to authorized staff.
 - c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - d. Ensure that only authorized users are capable of accessing the Data.
 - e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the agreement under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the agreement.

- f. Have a process to periodically review and verify that only authorized users have access to systems containing DCYF Confidential Information.
- g. When accessing the Data from within the attorneys and agencies that provide legal representation's network (the Data stays within the attorneys and agencies' network at all times), enforce password and logon requirements for users within the attorneys and agencies' network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the attorneys and agencies' network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

- (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the agreement specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
- (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.
5. **Protection of Data.** The attorneys and agencies that provide legal representation agree to store Data on one or more of the following media and protect the Data as described:
- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DCYF Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.
 - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DCYF on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the agreed upon purpose, such discs must be Stored in a Secure Area. Workstations which access DCYF Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DCYF on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened

Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DCYF staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on staff of the attorneys and agencies that provide legal representation. Those attorneys and agencies will notify DCYF staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the attorneys and agencies that provide legal representation and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Agreement.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DCYF Data shall not be stored by the attorneys and agencies that provide legal representation on portable devices or media unless specifically authorized within the terms and conditions of the Agreement. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
 - (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DCYF Confidential Information must be under the physical control of the staff of the attorneys and agencies that provide legal representation with authorization to access the Data, even if the Data is encrypted.
- h. **Data stored for backup purposes.**

- (1) DCYF Confidential Information may be stored on Portable Media as part of the attorneys and agencies' existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DCYF Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
 - (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of the attorneys and agencies' existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DCYF Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. **Cloud storage.** DCYF Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DCYF nor the attorneys and agencies that provide legal representation has control of the environment in which the Data is stored. For this reason:
- (1) DCYF Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Attorneys and agencies that provide legal representation has written procedures in place governing use of the Cloud storage and attorneys and agencies that provide legal representation attests in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the attorneys and agencies that provide legal representation's network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The attorneys and agencies that provide legal representation will possess a decryption key for the Data, and the decryption key will be possessed only by the attorneys and agencies that provide legal representation and/or DCYF.
 - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DCYF or attorneys and agencies that provide legal representation's networks.
 - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DCYF or attorneys and agencies that provide legal representation's network.
 - (2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,

(b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. System Protection. To prevent compromise of systems which contain DCYF Data or through which that Data passes:

- a. Systems containing DCYF Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The attorneys and agencies that provide legal representation will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DCYF Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

- a. DCYF Data must be segregated or otherwise distinguishable from non-DCYF data. This is to ensure that when no longer needed by the attorneys and agencies that provide legal representation, all DCYF Data can be identified for return or destruction. It also aids in determining whether DCYF Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DCYF Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DCYF Data. And/or,
 - (2) DCYF Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DCYF Data. And/or,
 - (3) DCYF Data will be stored in a database which will contain no non-DCYF data. And/or,
 - (4) DCYF Data will be stored within a database and will be distinguishable from non-DCYF data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DCYF Data will be physically segregated from non-DCYF data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate DCYF Data from non-DCYF data, then both the DCYF Data and the non-DCYF data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the agreed work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DCYF or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the agreement with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DCYF shared Data must be reported to the DCYF Contact designated in the Agreement within one (1) business day of discovery. If no DCYF Contact is designated in the Agreement, then the notification must be reported to the DCYF Privacy Officer at: dcyfprivacyofficer@dcyf.wa.gov. Attorneys and agencies that provide legal representation must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DCYF.
10. **Data shared with attorneys and agencies that provide legal representation.** If DCYF Data provided under this Agreement is to be shared with attorneys and agencies that provide legal representation, the Agreement with the attorneys and agencies that provide legal representation must include all of the data security provisions within this Agreement and within any amendments, attachments, or exhibits within this Agreement. If the attorneys and agencies that provide legal representation cannot protect the Data as articulated within this Agreement, then the agreements with other attorneys and agencies that provide legal representation must be submitted to the DCYF Contact specified for this Agreement for review and approval.

ATTACHMENT 7

Washington State Judicial Branch
2020 Supplemental Budget
Decision Package

Agency: Office of Civil Legal Aid

Decision Package Title: Assistant Agency Director

Budget Period: 2020 Supplemental Budget

Budget Level: Policy Level

Agency Recommendation Summary Text: Funding is requested to establish and fund the position of Assistant Director for the Office of Civil Legal Aid.

Summary:

Operating Expenditures	FY 2020	FY 2021	FY 2022	FY 2023
Fund 001	\$Click here to enter text.	\$139154	\$131724	\$131724
Fund	\$Click here to enter text.	\$Click here to enter text.	\$Click here to enter text.	\$Click here to enter text.
Total Cost	\$Click here to enter text.	\$Click here to enter text.	\$Click here to enter text.	\$Click here to enter text.
Biennial Total		\$		\$
Staffing	FY 2020	FY 2021	FY 2022	FY 2023
FTEs	1	1	1	1
Revenue	FY 2020	FY 2021	FY 2022	FY 2023
Fund	\$Click here to enter text.	\$Click here to enter text.	\$Click here to enter text.	\$Click here to enter text.
Fund	\$Click here to enter text.	\$Click here to enter text.	\$Click here to enter text.	\$Click here to enter text.
Total Revenue	\$	\$	\$	\$
Object of Expenditure	FY 2020	FY 2021	FY 2022	FY 2023
Obj. E	\$Click here to enter text.	\$Click here to enter text.	\$Click here to enter text.	\$Click here to enter text.

Package Description:

The Office of Civil Legal Aid is responsible for managing more than \$52M in state and federal funding during the FY 2019-21 biennium. The agency has four employees. These include:

Agency Director (Attorney) (RCW 2.53.020) – Responsible for all agency operations including but not limited to internal policy development; budget development and fiscal oversight; strategic planning; contracting; legislative relations; external relations and communication; staff recruitment, support, and performance assessment; interagency relations within the judicial branch and with the executive branch; support for the Civil Legal Aid Oversight Committee (RCW 2.53.010); manage, monitor and oversee contracts and subcontracts for the general civil legal aid program (RCW 2.53.030); coordinate with the Supreme Court’s Access to Justice Board and its relevant committees and subcommittees.

Children’s Representation Program Manager (Attorney) – Dedicated full-time to managing the Children’s Representation Program assigned to the Office of Civil Legal Aid in RCW 2.53.045; identifies, provides training for, contracts with, and oversees attorneys throughout Washington State to provide standards-based legal representation for children who remain dependent six months following termination of their parents’ legal rights; manages and oversees the contract for the legislatively directed study on the impact of early representation of children in dependency proceedings.

Crime Victims Legal Aid Program Manager (Attorney) – Dedicated full-time to managing and overseeing the federally funded Crime Victims Legal Aid Program (\$4.2M/yr.) operated pursuant to an interagency agreement with the Department of Commerce; executes and monitors performance of subgrants with six non-profit providers of civil legal aid services to victims of crime in Washington State.

Senior Administrative Assistant (Non-Attorney) – Dedicated .5 FTE to fiscal management and monitoring of contracts with Children’s Representation Program attorneys and agency providers; .1 FTE to supporting the Crime Victims Legal Aid Program Manager; .4 FTE to general agency administrative support.

To achieve maximum efficiency (and significant fiscal savings), reduce risk, and avoid unnecessary duplication of fiscal and administrative staffing capacity within the judicial branch, OCLA secures fiscal, budget, administrative, HR, and limited technology support through an interagency agreement with the Administrative Office of the Courts.

Since the agency’s creation in 2005, nearly all general agency functions (including oversight of the Children’s Representation and Crime Victims Program) have been carried out by the Agency Director. The programs contract and oversight functions (i.e., general civil legal aid, children’s legal representation, crime victims legal assistance) are siloed by virtue of the very lean staffing model, with little or no capacity for cross-training or operational backup between them. The program managers are exclusively dedicated to the tasks associated with each of their programs. The OCLA Director has no operational backup and there is no executive staff capability or redundancy for key components of the Director’s job. While OCLA has not experienced professional staff turnover, the risks associated with an unanticipated extended interruption in the availability of the Director or either of the program managers would create significant operational challenges and possibly compromise continuity of critical agency operations. This creates unnecessary risk to the agency, those served by the agency, and the State of Washington.

To address this situation, OCLA seeks funding for a permanent Assistant Director position. The Assistant Director will enhance the ability of the agency to properly administer and oversee all state and federal programs assigned to it develop critical agency policies, protocols, and procedures; ensure continuity of core agency operations in the event of an unanticipated and extended absence of any of the agency's core staff; expand the agency's capacity to undertake essential planning, oversight, and support for agency programs and operations; and address matters that, because of the lack of executive level staff and the substantial expansion of the agency's roles and responsibilities, have gone unattended in recent years.

Current Level of Effort: If the proposal is an expansion or alteration of a current program or service, provide information on the current level of resources devoted to the program or service.

This is a new position.

Decision Package expenditure, FTE and revenue assumptions, calculations and details:

A detailed budget for this position is attached.

Decision Package Justification and Impacts

How does this package contribute to the Judicial Branch Principal Policy Objectives identified below?

Fair and Effective Administration of Justice.

N/A

Accessibility.

N/A

Access to Necessary Representation.

N/A

Commitment to Effective Court Management.

N/A

Sufficient Staffing and Support.

By any measure, OCLA is professionally understaffed. The addition of an Assistant Director would increase the agency's entire staffing to 5 FTE.

What is the impact on other state agencies?

N/A

What is the impact to the Capital Budget?

None

Is change required to existing statutes, Court rules or contracts?

No

Is the request related to or a result of litigation?

No

What alternatives were explored by the agency and why was this option chosen?

OCLA is already among the leanest agency in state government, and certainly is so from a staff-to-agency budget analysis. OCLA manages more than \$52M in biennial contracts with attorneys, agency service providers and others; or \$13M per employee per year. OCLA's increased portfolio of responsibilities with functionally the same level of general agency staffing leads to significantly enhanced risk. OCLA approaches this request reluctantly but has concluded that there are no alternatives but to enhance executive level staffing.

What are the consequences of not funding this request?

Continuing and ever increasing risk to agency operations.

Other supporting materials:

[Click here to enter text.](#)

Information technology: Does this Decision Package include funding for any IT-related costs, including hardware, software, services (including cloud-based services), contracts or IT staff?

No

Yes