**PERSONAL SERVICES CONTRACT**

**between**

STATE OF WASHINGTON

**OFFICE OF CIVIL LEGAL AID**

**and**

**Enter Attorney name**

THIS CONTRACT is entered into by and between the Office of Civil Legal Aid (OCLA) and Enter Attorney name, WSBA #\_\_\_\_\_, (Attorney) to compensate him/her/them/the firm for providing legal advice, limited assistance, and legal representation for unemployment insurance claimants whose claims arise from the COVID-19 emergency and have been untimely processed or denied.

1. **DEFINITIONS.** For purposes of this Contract, the following definitions shall apply:
	1. “Attorney” means the attorney or firm engaged to accept referrals of individuals whose claims for unemployment insurance benefits have been untimely or improperly processed or denied.
	2. “Client” means an individual who has become un- or under-employed as a result of the COVID-19 emergency and who seeks to file a claim for unemployment insurance benefits, has not had a submitted claim processed timely or properly, or who has had a submitted claim denied by the Employment Security Department.
	3. “COVID-19 related unemployment case” means a case in which an individual who has been displaced from employment as a result from the COVID-19 public health emergency has filed or attempted to file a claim for unemployment compensation and believes their claim has not been processed timely or properly, or was improperly denied by the Employment Security Department.
	4. “OCLA Emergency UI Legal Aid Program Manager” means the employee assigned by OCLA to manage and oversee the Emergency Unemployment Insurance (UI) Legal Aid Program.
	5. **RECITALS AND STATEMENT OF PURPOSE.** The parties recognize that nearly one million people in Washington state have lost their jobs or have had employment hours severely curtailed because of the COVID-19 emergency. The parties further recognize that the Employment Security Department is experiencing historic demands for unemployment insurance and the new pandemic unemployment insurance programs. The parties recognize that there is a high risk that many thousands of claimants will not have their claims evaluated timely and properly, and that many thousands more will have their claims improperly denied.

	The purpose of the Emergency UI Legal Aid Program is to expand the availability of legal advice, brief services, and representation for individuals who have been displaced from employment as a result of the COVID-19 public health emergency, have filed or attempted to file a claim for unemployment compensation, and who believe their claims have not been processed timely or properly, or were improperly denied by the Employment Security Department.
2. **DESCRIPTION OF SERVICES TO BE PROVIDED BY ATTORNEY.** Attorney agrees to:
3. Accept not less than 25 referrals of Clients for legal advice and representation in COVID-19 related cases between the date of execution of this Contract and June 30, 2021.
4. If appropriate, Attorney may be asked by the Program Manager to serve as a mentor for other attorneys participating in the program. Time associated with OCLA-authorized mentoring activities shall be considered compensable professional services time.
5. Within 60 days following execution of this agreement or as soon thereafter as each training module may be made available, participate in substantive law and skills training provided by the Unemployment Law Project (ULP), administrative appeals training provided by the Office of Administrative Hearings, and cultural competency/race equity training made available by OCLA; and send an e-mail to the Emergency UI Legal Aid Program Manager confirming the dates on which each training module was completed.
6. Effectively advise and represent Clients referred in under the terms of this Contract consistent with Attorney’s duties under the Washington State Rules of Professional Conduct.
7. On a Reimbursement Request Form provided by OCLA (Attachment A), track and report on a monthly basis for each Client referred (without disclosure of client identifying information) the number of hours of service provided, the status of each case (whether open or closed). For cases that have been closed, indicate the level of service provided and the outcome achieved.
8. Maintain professional liability insurance with minimum coverage limits of not less than $250,000 per claim and $500,000 in aggregate liability.
9. **DESCRIPTION OF SERVICES TO BE PROVIDED BY OCLA.** OCLA will:
	1. Provide Attorney with a Case Status Tracking and Reporting Form.
	2. Work with ULP to ensure the availability of relevant substantive law and skills training and support.
	3. Timely review and approve monthly invoices.
10. **PERIOD OF PERFORMANCE.** This Contract shall be effective June 1, 2020, and run through September 30, 2021 or until Attorney receives direction from OCLA to discontinue accepting new referrals.
11. **CONTRACT AUTHORIZATION.** Unless and until amended by mutual agreement of the parties the total amount of payments authorized under this Contract shall not exceed seven thousand dollars ($7,000.00).
12. **INVOICING AND PAYMENT.** Attorney will bill OCLA on a monthly basis. Attorney shall bill at the rate of one hundred dollars per hour ($100/hr.) of client service. The initial per-case authorization shall be up to five (5) hours. In cases requiring more than five (5) hours of attorney service, Attorney will submit a request for extraordinary compensation to the OCLA Emergency UI Legal Aid Program Manager. The OCLA Emergency UI Legal Aid Program Manager shall review, consult with Attorney as appropriate, and authorize the additional hours determined to complete the case. Communications between Attorney and OCLA shall be conducted in a manner that protects client identity and related attorney work product from disclosure.

Within ten (10) calendar days after the end of each month during the term of this Contract, Attorney will submit to the OCLA Emergency UI Legal Aid Program Manager the Reimbursement Request Form (Attachment A) the hours (reduced to the .10 hour for time less than an hour) of attorney time for each Client during the reporting period, and the amount due. Upon receipt, OCLA will review the invoice for completeness. Questions arising from the invoice shall be submitted to Attorney within seven (7) working days following receipt of the invoice. Once any questions are resolved, the invoice shall be approved and payment shall be made within fourteen (14) working days following approval of the invoice.

1. **INDEPENDENT CAPACITY.** The parties recognize and affirm that Attorney is an independent contractor having no relationship to OCLA except to provide professional legal services to the persons officially assigned to the Attorney pursuant to this Contract. Neither Attorney nor any employee of Attorney is an employee of OCLA. Attorney will provide the OCLA Emergency UI Legal Aid Program Manager with proof of a valid Washington Uniform Business Identification number before commencement of work under this Contract and confirmation that said Attorney has enrolled in the state [Vendor Payment System](https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services). Attorney is solely responsible for the timely payment of any taxes, assessments, statutory workers compensation, or employer’s liability insurance as required by federal or state law for Attorney and any employees of Attorney.
2. **AGREEMENT ALTERATIONS AND AMENDMENTS.** This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **PROTECTION OF CONFIDENTIAL INFORMATION; MANDATORY DISCLOSURE OF INFORMATION BREACH.** Attorney shall establish systems that protect the security, confidentiality, and integrity of personal information acquired during the performance of activities underwritten in whole or in part with funds made available under this Contract. In the event of a breach of Attorney’s security system(s) that compromises personal information, Attorney shall (a) notify OCLA immediately regarding (i) the nature and scope of said breach and information that may have been compromised by the same, and (ii) action that Attorney is taking/will take to mitigate the potential consequences of said breach, and (b) comply with all notification and related requirements set forth in RCW 19.255, as amended by Sec. 241, Laws of 2019.
4. **RIGHT OF INSPECTION.** Attorney shall provide right of access to its facilities to OCLA, or any of its designated employees, or to any other authorized agent, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
5. **DISPUTES.** Except as otherwise provided in this Contract, when a dispute arises regarding the interpretation and/or application of this Contract that cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. If applicable, the parties agree that mediation shall precede any action in a judicial or quasi-judicial tribunal. The mediator will be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties will use a mediation service that selects the mediator for the parties. The cost of the mediator will be shared equally by both parties. This provision does not limit the ability of the parties to agree to another mutually acceptable dispute resolution method such as a dispute resolution board or arbitration.
6. **TERMINATION.** Either party may terminate this Contract upon thirty (30) days written notice to the other party. If this Contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination. In the event of termination, Attorney shall protect the legal rights of Attorney’s clients and actively assist with the effective transfer of cases to a succeeding attorney, consistent with the requirements of the Washington Rules of Professional Conduct (RPC’s) and this Contract.
7. **GOVERNANCE.** This Contract is entered into pursuant to and under the authority granted by the laws of the state of Washington. The provisions of this Contract shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:Applicable state statutes and rules;this Contract; and any other provisions of the Contract, including materials incorporated by reference.
8. **RESPONSIBILITIES OF THE PARTIES.** Each party to this Contract assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. No party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a party to this Contract.
9. **SUPPORT SERVICES.** All normal office expenses including local and long distance telephone costs, copier, fax, postage, consumable supplies, travel within county, general clerical support, and general overhead expenses are included in the Attorney's basic compensation provided under this Contract.
10. **ASSIGNMENT.** Recognizing that Attorney has been determined to be professionally qualified to provide the legal representation contemplated under this Contract, thework to be provided under this Contract is not assignable or delegable by Attorney, in whole or in part, without the express prior written consent of the OCLA Emergency UI Legal Aid Program Manager.
11. **WAIVER.** A failure by either party to exercise their rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Contract.
12. **SEVERABILITY.** If any provision of this Contract, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract, which can be given effect without the invalid provision and, to this end, the provisions of this Contract are declared to be severable.
13. **HEADINGS.** The headings in this Contract are for convenience only and do not in any way limit or amplify the provisions of this Contract.
14. **ENTIRE AGREEMENT.** This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be considered to exist or to bind any of the parties to this Contract unless otherwise stated in this Contract.
15. **OCLA EMERGENCY UI LEGAL AID PROGRAM MANAGER**. The Emergency UI Legal Aid Program Manager shall be the contact person for all communications and billings regarding the performance of this Contract:

Leslie Owen, Program Manager

Emergency UI Claimant Representation Program

Office of Civil Legal Aid

PO Box 41183

Olympia, WA 98504

Leslie.owen@ocla.wa.gov

360-918-1234

**IN WITNESS WHEREOF, the parties have executed this Contract:**

|  |  |  |
| --- | --- | --- |
| STATE OF WASHINGTONOFFICE OF CIVIL LEGAL AID |  | ATTORNEY |
|  |  |  |

James A. Bamberger, Director

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_