

3.1 – Enforcement of Contract Compliance

Operational Policies

Policy Description

A number of key provisions in professional service agreements with contract attorneys and investigators have critical impacts on risk management and quality of services considerations for the Counties. As such, BCOPD is tasked with enforcement of such contract provisions and will do so on a uniform, firm basis as outlined in this policy.

Applicability

This policy applies to all private attorneys holding public defense contracts with Benton County to provide legal representation on homicide and persistent offender cases.

Procedures

The procedures outlined herein apply to the following contract provisions: 1) annual relicensing for both contract attorneys and contract investigators; 2) all required insurance policies; 3) mandatory CLE requirements for contract attorneys; and 4) annual reporting of private caseload as required by RCW 10.101.50. These contract provisions shall be collectively referenced as “Critical Contract Provisions.” Please see OP 2.1 for caseload reporting policies and OP 4.1 for complaint resolution policies.

1. Contractors shall provide written proof, as more specifically provided in their professional services agreements, of compliance with all Critical Contract Provisions within timeframes specified. Written proof may be sent electronically (preferred method) or by courier/mail.
2. Failure to provide proof of compliance with Critical Contract Provisions as required by applicable professional services agreements, shall constitute a presumption that the contractor in question has not complied with the provision.
3. When BCOPD has determined that a contractor has failed to comply with a Critical Contract Provision, then notice will be immediately provided to that contractor by way of the most recent email address that the contractor has on file.
4. In the case of failure to comply with an insurance related provision, the notice specified in paragraph 3 shall provide the contractor with ten (10) calendar days to provide written proof of compliance.
5. In the case of failure to comply with any other Critical Contract Provision, the notice specified in paragraph 3 shall provide the contractor with thirty (30) calendar days to provide written proof compliance.

6. Upon the expiration of ten or thirty days, whichever the case may be, if written proof of compliance has not been received by BCOPD, then BCOPD shall prepare formal written notice of noncompliance as provided for in the relevant professional services agreement, and shall submit such notice to the appropriate Board of County Commissioners for execution. Such notice shall state that if the noncompliance is not cured within timeframes provided for in the relevant professional services agreement, then the agreement may be terminated without further notice. This written notice shall be served on the contractor in the method and manner specified in the agreement.

7. If the action required by the formal notice is not taken within the applicable cure timeframe, then the attorney's contract will be terminated without further notice.

8. Formal written notices of noncompliance may be taken into consideration by BCOPD and any other entities or persons involved, when making decisions about contract renewal. Email notices pursuant to paragraph 3, shall not be considered when making decisions about contract renewal unless contractor has a pattern of receiving such notices (defined as receiving 2 or more notices within a year's period).