



Date: June 26, 2020

To: Members, Partnership Grants Committee
Members, Legal Services Trust Fund Commission

From: Daniel Passamaneck, Senior Program Analyst

Subject: Partnership Grant Funding Recommendations for Grant Year 2021 and
Administration of Grant Application and Carryover Requests

EXECUTIVE SUMMARY

Each year the Partnership Grants Committee (Committee) recommends a slate of Partnership Grants to the Legal Services Trust Fund Commission (Commission). These grants are specifically directed toward services for self-represented litigants, provided at or near courthouses, and in partnership with the court. Thirty-six applications were received from 25 organizations for 2021 funding. One applicant withdrew; the remaining 35 applications seek a total of \$2.895 million of funding. The amount available for distribution is estimated at \$2.45 million.

The Committee met on May 22, 2020 to begin developing funding recommendations for 2021 Partnership Grants, and to consider how the current public health crisis has impacted existing grantees. At that meeting, the Committee directed staff to prepare recommendations to ensure that current Partnership Grant administration practices were responsive to the impact of COVID-19.

The Committee will meet on June 26 to discuss grants administration, to approve a recommendation to the Commission regarding the approach to carryover requests for 2020 grants, and to approve preliminary funding recommendations for 2021 grants. Following the meeting, 2020 grantees will be informed of the Commission's decisions regarding its intended approach to carryover requests, and applicants receiving preliminary funding recommendations for 2021 grants will be asked to revise their proposals to reflect any changes due to court closures or the size of the tentative award. Staff proposes to report these responses to the Committee at a meeting to be scheduled in July. The Committee will then finalize grant

recommendations; these recommendations will be submitted for the Commission's consideration on August 18, and for the approval of the Judicial Council on September 24.

This memo describes the funding criteria and priorities for Partnership Grants to guide the Committee as it finalizes grant award recommendations. This memo also provides background regarding the Partnership Grant application process, and the carryover process, as the events of 2020 may make these issues particularly relevant.

Staff's recommendation to the Committee is as follows:

Recommend that the Committee delay finalizing and advancing recommended Partnership Grant awards for approval until the Commission's August 14 meeting to allow the opportunity for the Committee to consider additional information from applicants that have been impacted by the COVID-19 pandemic.

Staff's recommendation to the Committee and the Commission is as follows:

Recommend that the Legal Services Trust Fund Commission permit any grantee to seek approval to carryover unspent 2020 Partnership Grant funds for up to a full year. The requests shall be analyzed generously, on a case-by-case basis. Carried-over funds must be used to provide the same services at the same location for which they had originally been approved, though they may be applied to different budget line items.

BACKGROUND

The Partnership Grants program is established by the State Budget Act, which annually provides that "[t]en percent of the [Equal Access Fund] ... shall be for joint projects of courts and legal services programs to make legal assistance available to pro per litigants." Funding is allocated through the Budget Act to the Judicial Branch, and the Judicial Council has authority for final approval of grants. The State Bar administers the grant selection and distribution process through a contract with the Judicial Council. The Commission oversees the administration of these grants, delegating primary responsibility for review and recommendations to the Committee.

This memorandum is intended to provide information on funding criteria and priorities to assist the Committee in developing recommendations for the allocation of Partnership Grant funds among the applicant projects. This memorandum is also intended to provide background on current practices for the administration of 2021 applications and of requests to carry over unspent 2020 grant funds, with recommendations to ensure that these administrative practices are appropriately responsive to the impact of COVID-19 on pending applicants and current recipients.

Overview of Eligibility, Review, and Priority Criteria

The State Bar and Judicial Council have approved criteria limiting eligibility for Partnership Grant funding, and guiding the review of proposals to identify projects that best fulfill the goals and intentions of the Partnership Grants program. These are stated in the Partnership Grant RFP Requirements, Priorities, and Policies (RFP Requirements; see Attachment B).

Projects applying for Partnership Grants must meet threshold eligibility criteria that are set forth in the RFP Requirements:

- Qualified Legal Services Projects (QLSPs): Only QLSPs are eligible to apply for Partnership Grants.¹
- Joint Court/Qualified Legal Services Projects: Proposals must be for projects jointly developed and implemented by California State courts and QLSPs; except in rare circumstances, services must be delivered at or near the courthouse.
- Indigent Persons: Use of Partnership Grant funds is restricted to the provision of services to indigent persons as defined under Business and Professions Code § 6213(d).
- Self-Represented Civil Litigants: Partnership Grant funding is restricted to providing assistance to individuals who are or expect to be engaged in civil litigation without representation by counsel.

The RFP Requirements also identify additional criteria to be considered when determining recommended grant allocations: whether the services provide a meaningful impact for their communities; the quality of the collaboration with the cooperating court; steps taken to preserve the court's impartiality; the information, alternatives, and referrals provided to litigants who are not eligible for services for any reason; continuity planning; and evaluation plans and reports.

Additionally, the RFP Requirements provide guidance to the Commission on how to prioritize applications for funding. New projects, projects in their second to fifth year of funding as well as projects requesting funding beyond their fifth year that are existing projects serving rural areas, existing projects that are responsive to a recent emergency or disaster, and existing projects that are high-functioning and heavily-utilized that have been unable to secure alternate funding despite documented efforts are prioritized. Projects seeking funding beyond a fifth year that are not in these priority areas will be considered for funding only after proposed awards have been identified for all prioritized projects. The State Bar retains discretion to waive this policy and consider proposals for funding in excess of five years under certain exceptions, together with proposals seeking funding of less than six years

¹ See Business & Professions Code § 6210, *et seq.*

Overview of 2021 Proposals

Thirty-six proposals were received for 2021 Partnership Grant funding from 25 separate legal services organizations by the application deadline of March 16, 2020; one application has since been withdrawn. The 35 remaining proposals for funding request a total of \$2.895 million in funding. Available funding is estimated to be \$2.45 million.² The Committee will allocate the available funding among the eligible proposals, based upon their expected ability to fulfill the intentions and purposes of the Partnership Grants Program, in order of their priority for funding.

Applications for Partnership Grant funds were reviewed in a three-step process. The Partnership Grants Committee was divided into Review Teams of two committee members and one staff; each team reviewed between eight and twelve proposals. Teams met to discuss their portfolios and determine whether Partnership Grant funding was appropriate for the projects applying, and if so, to identify an initial suggested funding range for each of their assigned projects. Staff conducted follow-up on issues identified during these Review Team meetings.

The full Committee met on May 22, 2020 to consider each team's initial tentative recommendations, to develop funding recommendations or ranges, and to identify any additional issues requiring clarification before recommendations could be finalized. Staff has followed up as necessary, and will report the findings or developments at the Committee's June 26 meeting.

The 2021 Partnership Grants Committee Tentative Funding Recommendations lists the proposals under consideration for 2021 Partnership Grant funding, their funding priority ranking, and the preliminary funding recommendations or ranges developed during the Partnership Grant Committee's May 22 meeting.³

Application Approval Procedures and Carryover Practices

At its May 22 meeting, the Committee expressed an intention to discuss the application review procedures and the practices concerning carryover of unspent 2020 grant funds, to assess whether they are appropriately responsive to the impact of the current public health crisis.

Application Approval Procedures for 2021 Grant Proposals

² The available funding is estimated because the Budget Act remains in negotiation and unsigned. Pending finalization of its terms, this estimate is based on the allocations of the State Budget Act, and includes unspent grant funds returned by grantees from prior years. The figure has been adjusted to reflect lower estimated revenues from court filing fees (which supply a portion of the Equal Access Fund and Partnership Grants), and a further 5% reduction imposed by the Governor's May Budget Revision.

³ See Attachment F.

Proposals for 2021 funding were due on March 16, 2020. Three days later, on March 19, Governor Newsom issued statewide shelter-in-place orders. As a result, none of the proposals under consideration include service models that reflect how COVID-19 has impacted these courthouse-based projects. The Committee expressed concern at its May 22 meeting that some applicants may need to update their proposals to include new service delivery models responsive to the shelter-in-place orders that began after their applications had already been submitted.

To address the Committee's concern, staff recommends that the Committee schedule an additional meeting in July to finalize its 2021 grant recommendations. At its June 26 meeting, the Committee can establish a tentative funding recommendation for each project. Staff will then advise each applicant of its tentative funding recommendation, and offer them an opportunity to revise their proposals with any changes necessary due to the recommended funding level, or because of the impact of the COVID-19 pandemic.⁴

Staff will report on these revisions at a meeting of the Committee to be scheduled in July. The Committee will then finalize its funding recommendations, taking the reported revisions into consideration, and will submit these recommendations to the Commission for its approval. The Commission will meet on August 14 to review and discuss the Committee's recommendations, and to approve grant recommendations as it deems appropriate. The Judicial Council will consider the Commission's recommendations on September 24 and has final authority to approve Partnership grants.

Carryover of 2020 Grant Funds

Partnership Grants are distributed annually under the State Budget Act; grantees are expected to spend their grant awards within a single calendar year under the terms of their grant agreement with the State Bar and the general grant provisions that are incorporated into that agreement by reference.⁵ The grant agreements and general grant provisions both require recipients to return any funds still unspent after the expiration of the grant year unless a carryover request is approved, but the grant agreement imposes additional restrictions: it limits carryovers to projects that do not seek continuation of funding for the following year, sets a six-month spend-down period, and reserves the State Bar's sole discretion to approve or deny any carryover request. This six month spenddown period is consistent with office practices for IOLTA and EAF grants; however, the general grant provisions state only that any carry-over funds "will be used by the Recipient in the next Grant Period...."

Pursuant to Board of Trustees resolution, staff may approve carryover requests for Partnership Grant funds of up to 25 percent of the total grant; requests exceeding 25 percent require

⁴ Grant recipients must affirmatively inform the State Bar of any material change in the planned activities or proposed budget. See Attachment A, RFP; Attachment C, Partnership Grant Agreement (including the Assurances and General Grant Provisions incorporated by reference therein).

⁵ Attachment E, Relevant Language from the 2019 California Budget Act

Commission approval.⁶ In most years, carryovers of Partnership Grant funds are rare and small in both dollars and percentage of grant. Grantees typically spend down their entire allocation within the one-year grant period, and the grant agreement prohibits returning projects from requesting a carryover.

This year, however, the COVID-19 pandemic has had a significant impact on projects receiving Partnership Grants due to the closure of, or reduction of services at, the courthouses where these projects operate. The State Bar surveyed the recipients of Partnership Grants in April 2020, to assess how they had been impacted by public health orders and court closures. Responses received from 35 of the 38 funded projects⁷ indicate that a majority of respondents (57 percent) expect that some portion of their grant will remain unspent by the end of the year. This ranges from 17 percent that expect an unspent balance of less than 10 percent of their grant, to 6 percent that expect more than half of their grant to remain unspent at year's end.

Several respondents (14 percent) also reported that they anticipate high demand for their services after shelter-in-place orders are lifted, potentially increasing their anticipated costs for 2021. More than a quarter of the respondents (26 percent) specifically expressed concern about their ability to meet their budget and service projections, and asked for flexibility with regard to both deliverables and spend-down.⁸

A majority of respondents (60%) also reported that they have begun using new service delivery models, or intend to do so, because of court closures and shelter-in-place restrictions. These responses support the proposal stated above, to seek updates on how projects will adjust to court closures and shelter-in-place orders.

At its May 22, 2020 meeting, the Committee reviewed these results, and then discussed whether to recommend that the Commission review and approve carryover requests from any Partnership grantee on a liberal, case-by-case basis, and to permit spend down of such carryovers over a period of up to a full year, to be appropriately responsive to the extraordinary circumstances arising as a result of COVID-19. The Committee stated its preference to continue existing office practice to allow carryover funding of the same project and to require projects that cease operations to return any unspent funds.

Staff has reviewed the applicable statutory and regulatory authorities and has identified no limitation on the Commission's broad discretion to consider requests to carryover unspent Partnership Grant funds for expenditure in the next grant period (the provision in the grant agreements limiting carryovers to 180 days is a term binding the grantees that the State Bar may waive). Staff supports the Committee's generous approach with respect to the 2020 grants, and recommends that the Rules Committee consider the administration of carryover funds during the ongoing codification process.

⁶ Functional Matrix for Staff, LSTFC, and Board of Trustee Current and Proposed Roles, as approved by the Board of Trustees in January 2019

⁷ Three current recipients that are not requesting renewal funding, did not return completed surveys.

⁸ Attachment G, Responses to Partnership Grant Recipient Survey

The Committee developed a tentative proposal consistent with these ideas, which appears below. If the Committee and Commission agree to permit carryover under these terms, staff will manage the administrative implementation.

RECOMMENDATION

It is recommended that the Partnership Grant Committee and the Legal Services Trust Fund Commission approve the following resolution:

RESOLVED, that in response to the impact of COVID-19, the Legal Services Trust Fund Commission will permit grantees to seek approval to carryover unspent 2020 Partnership Grant funds up to a full year. The requests shall be analyzed on a case-by-case basis. Carried-over funds must be used to provide the same services at the same location for which they had originally been approved, though they may be applied to different budget line items.

ATTACHMENTS

- A. Application for Partnership Grant (RFP)
- B. Partnership Grant RFP Requirements, Priorities, and Policies
- C. Partnership Grants Grant Agreement (sample)
- D. State Bar General Grant Provisions
- E. Relevant Language from the 2019 California Budget Act
- F. Partnership Grant Committee Tentative Recommendations as of May 22 (to be replaced by updated Final Recommendations immediately after the Committee's June 26 meeting)
- G. Responses to Partnership Grant Recipient Survey (April 2020)



Eligibility Category: LSP

Grant Year: 2021

Due Date: March 16, 2020 5:00pm PST

Prepared by: Catherine Borgeson

Email: Catherine.Borgeson@calbar.ca.gov

Contact Phone: 415-538-2021

Funding Opportunity: Partnership Grants

Project Title: Test PG 2021

Program Name: Test BriCo Legal Services234

Applicant Title: Senior Program Analyst

Address: 180 Howard Street 5th Floor

City: San Francisco

I verify the information in the Organization Profile is accurate and up to date.

I verify that I have read, and am familiar with, the eligibility requirements and funding criteria for Partnership Grants.

Form A - Project Profile

1. Application Contact: contact

Job Title: test

Email: test@gmail.com

Telephone: 4153453444

County(ies) Served by this Project

Butte

3. Total Amount \$40,000

Requested:

Request project amounts
divisible evenly by 1,000.



County Branch (If Applicable) Address On-Site Days/Hours Total Hours/Month

5. Is the project currently in operation, regardless whether funded by a Partnership Grant?

An existing project would be considered "new" or not currently funded, if the proposal indicates a change to the location of the host court, or a significantly change to its substantive focus.

Yes

5.a. Current Project Summary

Provide a brief summary of services provided to date in the current year, with any relevant highlights, benchmarks, challenges, etc. What changes have been made to the project over the past year, and what changes are anticipated over the year for which funding is sought? (250 word limit)

test

5.b. Is the project currently funded by a Partnership Grant?

Yes

Select Project for 2020 - Test Refunding:

Number of years this 2 project has been currently funded by a Partnership Grant:

6. Project Abstract: Describe the core aspects of your proposed grant project, including the legal area to be addressed; the target constituency; the type(s) of services to be provided; the location and hours of operation for this project; project staffing; general nature of court participation; and main goals.

This abstract will be submitted in summaries provided to the Legal Services Trust Fund Commission and the Judicial Council, as well as it is pulled into the Letter of Support template on Form F of this application. (250 word limit)

test test test test

7. Substantive Area(s)



Health and Long-term Care, Income Maintenance, Other

7.a. Explain "Other":

Form B - Project Description

1. Program’s Qualifications: What is the applicant program’s experience providing assistance to self-represented litigants, including court-based services? (250 word limit)

test

2. Needs Assessment: Describe the demographics of the target community, the geographic area to be served by the project, and why the target population is in particular need of the services to be provided. (250 word limit)

test

3. Types of Services to be Provided: Describe the legal issues to be addressed and the type and level of services to be offered by the project. (250 word limit)

test

Number of Individual Services Number of Workshops Individuals to be Served at Workshops/Group Activities

4.a. Describe the format for any workshops, including any use of video conference or electronic document assembly, and the goal for each type of workshop. (250 word limit)

4.b. Identify any new resource materials to be developed, who will be responsible for preparing those materials, and how they differ from materials already posted, i.e., at www.courts.ca.gov. (250 word limit)

4.c. Other

Identify any further or additional project goals, not identified above. (250 word limit)



5. Community Engagement

5.a. Outreach: Describe how you will communicate the availability of services to litigants and the community. (250 word limit)

test

5.b. Language Access: Describe language capabilities among staff, including resources for translation services if necessary for serving the target population. (250 word limit)

test

5.c. Describe current and planned coordination and collaboration on this project with existing court-based services, other legal services providers, or other community organizations. (250 word limit)

fine.

6. Quality Control

6.a. Staffing Structure: Identify key personnel involved in staffing and supervising this project. If supervision is not being provided on-site, describe the steps that will be taken to ensure quality control. (250 word limit)

test

6.b. Supervision of Volunteers: Identify any volunteers to be utilized, their anticipated role, and how they will be trained and supervised. (250 word limit)

test

6.c. Pro Se Document Review: How will the project ensure that documents are completed correctly? Who will conduct the review and when? (250 word limit)

test

6.d. Sub-Grants: Provide details for any sub-grant(s), including plans for oversight and evaluation of the services provided by the sub-grantee. (250 word limit)



test

7. Eligibility for Services

7.a. Identify all criteria and guidelines used to establish eligibility for services and how the project screens for eligibility for services. (250 word limit)

test

7.b. Identify any resources or referrals to be provided to litigants who are not eligible for this project's services. (250 word limit)

This response will be included in the Letter of Support template on Form F of this application.

tester

7.c. Partnership Grants may only be used for services provided to indigent individuals, as defined at Business & Professions Code Section 6213(d). How will the organization ensure Partnership Grant funds will only be used to provide services to indigent individuals? (250 word limit)

8. Attorney-Client Relationship: Will this project establish an attorney-client relationship?

Yes

8.a. Describe how project staff will check for client conflicts, and how individuals will be served if a conflict is identified, i.e., referrals to a conflict panel, independent contractor, etc. (250 word limit)

This response will be included in the Letter of Support template on Form F of this application.

test 123

8.a. Explain how litigants will be made aware of the scope of services to be provided and that no attorney-client relationship will be established. (250 word limit)

This response will be included in the Letter of Support template on Form F of this application.



9. Impartiality of the Court: Will this project serve only one party or side of a matter?

Yes

9.a. Identify which side will be served, and why the project has established this limitation? What are the social implications of this decision? How will this project address any risk to the appearance of the court's impartiality as a result of limiting services to one side of these matters? (250 word limit)

This response will be included in the Letter of Support template on Form F of this application.

10. Partnership with the Host Court

(A formal letter of support and memorandum of understanding must be uploaded to Form F; see the instructions for detailed information about these documents.)

10.a. Facilities; Access; In-Kind Support: Identify all space and material resources being provided by the court, and any special access to facilities or data to be provided to the project or its staff. (250 word limit)

test

10.b. Regular Meetings: Project staff should meet no less than quarterly with key court partners, with a formal agenda. Identify the schedule for these meetings, who is expected to participated, and any issues currently to be resolved. (250 word limit)

test

10.c. Evaluation Support: The court is considered to be an equal partner in ensuring that the funded services are meaningfully evaluated. Identify the court's role in evaluating this project. (250 word limit)

test

10.d. Additional Components of the Court's Partnership: If there are any aspects of the court's partnership that have not been identified above. (250 word limit)



11. New Project Implementation Timetable: For projects that are not currently in operation, or that propose significant changes to existing operations, describe the proposed timetable for implementation of the project or revisions by quarter for the grant year. (250 word limit)

12. Evaluation

Projects must submit detailed reporting and evaluation materials after each grant year. These will include an expenditures report, information on the demographics of clinic customers, findings from client satisfaction surveys, a report on meetings with court partners, and at least one additional evaluation modality.

Upload a copy of the Satisfaction Survey now in use, or a proposed survey to be implemented in the coming grant year:

Sample_PDF_for_Testing.pdf
2.8 KB - 02/05/2020 5:10pm

Total Files: 1

12.a. Describe how the survey will be distributed, and how data will be gathered and analyzed. (250 word limit)

test

12.b. Identify at least one additional evaluation methodology to be used in assessing the impact or efficacy of this project's services. (250 word limit)

test

13. Project Continuity

Partnership Grant policy prioritizes funding for new and rural projects; funding is typically terminated after no more than five consecutive years.

13.a. Describe plans to obtain funding that will sustain this project's services beyond the typical Partnership Grant funding cycle. (250 word limit)

test



13.b. List all funding sources that have been explored or pursued for this Partnership Grant project in the last twelve months. Specifically identify applications submitted, amounts requested, revenue raised for project operations, and any funds that were obtained by leveraging the Partnership Grant. This section may also be used to explain any barriers to pursuing funds. (250 word limit)

test

Form C - Project Budget

Program Personnel

Account Title	Proposed Partnership Grant	Other State Bar Monies	Other Funding (Non-State Bar Monies)	Total
1. Lawyers	\$1	\$0	\$0	\$1
2. Paralegals	\$0	\$0	\$0	\$0
3. Other Staff	\$0	\$0	\$0	\$0
SUBTOTAL	\$1	\$0	\$0	\$1
4. Employee Benefits	\$0	\$0	\$0	\$0
TOTAL PROGRAM PERSONNEL	\$1	\$0	\$0	\$1

Program Non-Personnel

Account Title	Proposed Partnership Grant	Other State Bar Monies	Other Funding (Non-State Bar Monies)	Total
5. Space	\$0	\$0	\$0	\$0
6. Equipment Rental and Maintenance	\$0	\$0	\$0	\$0
7. Office Supplies	\$0	\$0	\$0	\$0
8. Printing and Postage	\$0	\$0	\$0	\$0
9. Telecommunications	\$0	\$0	\$0	\$0
10. Technology	\$0	\$0	\$0	\$0
11. Program Travel	\$0	\$0	\$0	\$0
12. Training	\$0	\$0	\$0	\$0
13. Library	\$0	\$0	\$0	\$0
14. Insurance	\$0	\$0	\$0	\$0



15. Evaluation	\$0	\$0	\$1	\$1
16. Contract Service to Clients	\$0	\$0	\$0	\$0
17. Other	\$0	\$1	\$0	\$1
TOTAL PROGRAM NON-PERSONNEL	\$0	\$1	\$1	\$2
TOTAL PROGRAM	\$1	\$1	\$1	\$3
Administrative and Overhead				
18. Admin Personnel	\$39,998	\$0	\$0	\$39,998
19. Admin Non-Personnel	\$4	\$0	\$0	\$4
TOTAL ADMINISTRATIVE	\$40,002	\$0	\$0	\$40,002
TOTAL AMOUNT OF FUNDS	\$40,003	\$1	\$1	\$40,005

1. Lawyers

Project Staff (Role)	FTEs - Partnership Grant	FTEs - Other State Bar Monies	FTEs - Other Funding (Non-State Bar Monies)	FTEs Total
test	1.00	1.00	3.00	5.00
test	1.00	3.00	2.00	6.00
test	3.00	3.00	3.00	9.00
TOTAL LAWYERS	5.00	7.00	8.00	20.00

2. Paralegals

Project Staff (Role)	FTEs - Partnership Grant	FTEs - Other State Bar Monies	FTEs - Other Funding (Non-State Bar Monies)	FTEs Total
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
TOTAL PARALEGALS	0.00	0.00	0.00	0.00

3. Other Staff

Project Staff (Role)	FTEs - Partnership Grant	FTEs - Other State Bar Monies	FTEs - Other Funding (Non-State Bar Monies)	FTEs Total
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00



TOTAL OTHER STAFF	0.00	0.00	0.00	0.00
TOTAL PERSONNEL (in FTEs)	5.00	7.00	8.00	20.00

Form D - Budget Narrative



Personnel

Account Title	Proposed Partnership Grant	Narrative
1. Lawyers	1	test
2. Paralegals	0	test
3. Other Staff	0	
SUBTOTAL	1	
4. Employee Benefits	0	
TOTAL PERSONNEL	1	

Non-Personnel

Account Title	Proposed Partnership Grant	Narrative
5. Space	0	
6. Equipment Rental and Maintenance	0	test
7. Office Supplies	0	
8. Printing and Postage	0	
9. Telecommunications	0	
10. Technology	0	
11. Program Travel	0	
12. Training	0	
13. Library	0	
14. Insurance	0	
15. Evaluation	0	
16. Contract Service to Clients	0	
17. Other	0	
TOTAL NON-PERSONNEL	0	

Administrative		
18. Personnel	39998	test
19. Non-Personnel	4	
TOTAL ADMINISTRATIVE	40002	
TOTAL AMOUNT OF FUNDS	40003	

Form E - Project Assurances



Please download the Assurances document and upload a signed copy below. Please upload PDF files only.

Upload Signed Assurances Document:

Sample_PDF_for_Testing.pdf

2.8 KB - 02/05/2020 3:59pm

Total Files: 1

Form F - Agreement of the Partner Court

Any uploaded Letter(s) of Support and MOU are listed below and also attached at the end of this pdf.

1. Upload Letter(s) of Support:

Sample_PDF_for_Testing.pdf

2.8 KB - 02/05/2020 3:59pm

Total Files: 1

2. Upload MOU(s):

Refer to application instructions for MOU requirements.

Supporting Documents (Optional)

When naming optional supporting documents, please include the Organization's acronym (or short name) and a 1-5 word description of the file.



Staff Review

Project Budget: No Revision Required

**All Services at
Courthouse:**

**Application Review No
Complete:**

PARTNERSHIP GRANTS 2021 PROJECT ASSURANCES

Program Name:

Project Title:

Applicant assures compliance with the following:

1. Applicant agrees it will use any grant funds it receives from the Partnership Grants portion of the Equal Access Fund only for purposes allowed under the State Budget Act, upon approval thereof, and any grant agreement it enters into with the State Bar of California.
2. Applicant agrees to expend any grant funds solely on civil legal assistance to indigent* self-represented litigants in California courts. (*Business & Professions Code Section 6213(d))
3. Applicant will not discriminate based on race, color, national origin, religion, gender, disability, age, marital or domestic partnership status, medical condition, or sexual orientation.
4. Applicant will comply with quality control procedures adopted by the State Bar of California.
5. Applicant will permit reasonable site visits and will present additional information deemed reasonably necessary to determine compliance with the terms of a grant under the Partnership Grants portion of the Equal Access Fund.
6. Applicant will comply with fiscal management and control procedures adopted by the State Bar of California.
7. Applicant agrees to consult with the State Bar of California concerning media coverage of any project funded by a Partnership Grant.
8. Applicant understands that any proposal submitted for a Partnership Grant, and all documents submitted pursuant to issuance of a Partnership Grant, are public documents, and may be disclosed to any person.
9. Applicant assures that, to the extent this grant is being sought for an existing project, the funds will be in addition to, and will not supplant, current funding committed to that project. However, to the extent the applicant seeks to move some of the funding already committed to the project for use on other activities, the applicant will submit to the Commission an explanation of the need for the other activities, justifying the alternate use of the funds.
10. Applicant agrees it will cooperate with data collection processes or with research efforts of the State Bar of California or the Judicial Council to evaluate the Partnership Grants project.

11. Applicant acknowledges that it has read and will comply as fully as possible with the Guidelines for the Operation of Self-Help Centers in California Trial Courts, as affirmed February 28, 2011. ATTACHMENT A

Signed:

Executive Director
Test BriCo Legal Services234

Chair (or other officer), Board of Directors
Test BriCo Legal Services234

Print Name

Print Name and Title

Date: _____

Date: _____



THE PARTNERSHIP GRANT REQUEST FOR PROPOSAL: REQUIREMENTS, PRIORITIES, AND POLICIES

This document provides information for organizations interested in submitting proposals for Partnership Grants.

- Section A includes background on applicant eligibility requirements.
- Section B describes the criteria used to select successful Partnership Grant proposals.
- Section C states policies regarding whether, or to what extent, certain activities would be eligible for funding through a Partnership Grant.

Organizations intending to submit proposals for Partnership Grants should review these materials to ensure that the proposed projects are eligible for this funding, and that their proposals describe those activities in a manner that best addresses the principal concerns of the funding authorities.

BACKGROUND

The State Budget Act establishes the Equal Access Fund “to improve equal access and the fair administration of justice.” The Equal Access Fund is allocated to the Judicial Council and administered by the State Bar of California, through its Legal Services Trust Fund Commission (Commission). Ten percent of the Equal Access Fund is reserved for “joint projects of courts and legal services programs to make legal assistance available to pro per litigants.”

Partnership Grants are awarded through a competitive process: The Commission reviews proposals and makes funding recommendations to the Judicial Council. Grants are awarded for a one-year period commencing January 1. Decisions of the Commission, as approved by the Judicial Council, are final; there is no appeals process.

Partnership Grants are primarily intended to support new projects or services, and to sustain services in rural or isolated areas. Consideration will also be given to ensuring that this funding

supports projects serving a diverse range of geographic areas, substantive issues, and client constituencies.

At the conclusion of each grant year, Partnership grantees must submit a comprehensive report and evaluation on the use and impact of these funds. Partnership Grant funding is typically awarded for no more than five consecutive years of support, and applicants must describe their plans for obtaining funding from other sources to support these projects after the termination of Partnership Grant support.

A. Applicant Eligibility Requirements

Applicants for Partnership Grants must meet the following eligibility requirements:

- Qualified Legal Services Projects (QLSPs): Only QLSPs are eligible to apply for Partnership Grants (Business & Professions Code 6210 et seq.).
- Joint Court/Qualified Legal Services Projects: Proposals must be for projects jointly developed and implemented by California State courts and QLSPs, and, except in rare circumstances, services must be delivered at or near the courthouse.
- Indigent Persons: Use of Partnership Grant funds is restricted to the provision of services to indigent persons as defined under Business and Professions Code §6213(d).
- Self-Represented Civil Litigants: Partnership Grant funding is restricted to providing assistance to individuals who are or expect to be engaged in civil litigation without representation by counsel. These funds cannot be used to make court appearances on behalf of litigants.

B. Selection Criteria for Partnership Grants

Partnership Grants are competitive and discretionary. The Commission will recommend grant awards with consideration for the need within the communities to be served, and the extent to which the proposals address the following issues:

- Impact of Services: The project must address the needs of the targeted population and achieve meaningful and timely outcomes.
- Collaboration with Cooperating Court: The project must be jointly undertaken with the court. The Commission will consider the extent to which the applicant and cooperating court will collaborate on this project to achieve access for self-represented litigants.

- Integration with Court-Based Services: The applicant's services, or planned services, should be integrated with other court-based services, including the Family Law Facilitator, self-help centers, and other offices of the cooperating court.
- Court's Impartiality: The proposal must ensure the court's independence and impartiality. If the project's services are to be reserved for only one litigant role, such as petitioners but not respondents, or defendants but not plaintiffs, the applicant must demonstrate that it has thoroughly explored all the implications of this decision with the court, and identified alternate legal resources that can provide meaningful if not equivalent levels of assistance to the opposing parties.
- Conflict of Interest: If the project establishes an attorney-client relationship with the self-represented litigants, it must provide meaningful referrals for individuals who are not eligible to use the services because they present a conflict of interest for the project.
- Information and Referrals: The proposal must address the methods by which the project will provide information and alternatives to litigants who are not eligible to use its services for any reason.
- Continuity Planning: In anticipation of the eventual termination of Partnership Grant support, the applicant must diligently pursue other means for supporting the continuation of the project. The Commission will consider efforts to pursue other sources of funding and support, as well as contributions actually received, such as commitments of the program's general operating revenue, recruitment of volunteers, and in-kind support.
- Evaluation: All applicants must incorporate evaluation plans into their Partnership Grant proposal and complete a year-end evaluation report.

C. Policies Regarding Administration Of Partnership Grants

The Commission has made policy determinations with regard to certain substantive issues that have arisen repeatedly, as guidance for applicants seeking to strengthen their proposals, and to help ensure the consistency of its own deliberations and recommendations regarding Partnership Grants. The following statements of Partnership Grants policies were each approved by the Commission, on the dates indicated in parentheses after their titles:

Self-Representation and Attorney-Client Relationships (July 2017)

Self-represented litigants receiving services under a Partnership Grant are not prohibited from forming a confidential relationship with a lawyer, so long as they remain unrepresented when they appear in court. While we will ultimately defer to the court's own determination as to

whether the litigant is self-represented, factors impacting this determination include where any attorney's participation takes place, and whether the attorney's name appears on pleadings or in the records of proceedings in court. So long as no appearance is made on the record and no representational activity occurs in court, formation of an attorney-client relationship in and of itself is not inconsistent with the "self-represented" status of a litigant.

Overhead, Administration, and Audit (August 2018)

Partnership Grant funds should pay for actual project expenses or directly related costs – to fund the project, but not the organization. Some programs have used individual line items to identify administrative costs. Others use an Allocated Cost Ratio, which is often based on a standardized formula; however, it is sometimes unclear how a formula-based allocation relates to the proposed activities.

- Some non-personnel costs which may be appropriately tied to the project include malpractice insurance and attorney licensing fees.
- As Partnership Grant-funded services should typically be performed primarily at or near the courthouse, which reduces the need for program space and equipment, costs allocated to these lines should be clearly justified in the budget narrative.
- Programs using formula-based allocated cost ratios must clearly explain what these comprise and how they are calculated, for purposes of Partnership grant budgeting.

Use of Partnership Funding as a Sub-grant Covering Wages of Court Staff (August 2018)

An organization receiving Partnership Grant funding is expected to be the primary service provider under that grant. However, greater efficiencies can sometimes be attained by sub-granting some of that funding to a court partner. The following considerations have been identified as relevant in determining whether to approve discretionary funding for such a request:

- The contract governing the relationship between the grant recipient organization and the court must clearly specify that grant-funded court staff will only work on project activities, not on other duties that might be assigned by the court.
- The contracted staff must follow the Guidelines for the Operation of Self-Help Centers, with particular regard to ensuring the court's neutrality as to the fact that services are being provided, the manner in which they are provided, and the persons to whom they are provided.
- The services funded would not otherwise be provided by the court, but for the Partnership Grant. The Partnership Grant shall not supplant existing funding or services.
- The project budget must include additional funding sufficient to assist litigants who do not qualify to be served with Partnership Grant funding.

- In these and all cases, the court must participate in providing feedback and in developing evaluative data. Where funding is sub-granted to the court partner for payment of court staff, this evaluative data will include information on the number of litigants using the service who do not meet the definition of “indigent” found at Business & Professions Code §6213.

Prioritization of Funding for New Projects and to Sustain Services in Rural Areas (July 2019)

Partnership Grant funding is prioritized first to support new projects, and to sustain projects serving rural areas. Other projects seeking funding beyond a 5th year will be considered for funding only after proposed awards have been identified first for all prioritized projects, and then for any proposals seeking funding for a second through fifth year. The State Bar retains discretion to waive this policy and consider proposals for funding in excess of five years under certain exceptions together with proposals seeking funding of less than six years.

Funding of Supervised Settlement Services through Partnership Grants (July 2019)

Partnership Grants may be used to support supervised settlement services to assist litigants in settling their litigation, so long as the settlement services are a component of court-based litigation and are overseen by an attorney.

GRANT AGREEMENT**THE STATE BAR OF CALIFORNIA****OFFICE OF ACCESS & INCLUSION – EQUAL ACCESS FUND
PARTNERSHIP GRANT**

This Grant Agreement (“Agreement”) is made as of January 1, «GrantYear» (“Effective Date”) between The State Bar of California, a California public corporation, with a principal place of business at 180 Howard Street, San Francisco, CA 94105 (“State Bar”) and «ProgramLegalName», a «California nonprofit corporation», with a principal place of business at «ProgramPPBaddress» (“Recipient”). This Agreement sets forth the terms and conditions for receiving the Partnership Grant. State Bar and Recipient are sometimes hereinafter referred to individually as a “Party,” and together as the “Parties”.

RECITALS

- A. Pursuant to California Business and Professions Code Section 6210-6228 (“Act”), and Title 3, Division 5, Chapter 2 of the Rules of the State Bar of California (“Rules”), a Legal Services Trust Fund Program (“Program”) has been established in the State of California. The Office of Access & Inclusion administers the Program. The Program includes an Equal Access Fund (“Fund”) that is funded pursuant to the annual California Budget Act (“Budget Act”) and the Uniform Civil Fees and Standard Fee Schedule Act of 2005 (“Fee Schedule Act”).
- B. Recipient has completed, executed, and submitted to the State Bar a proposal (“Proposal”) to receive a partnership grant (“Partnership Grant”) pursuant to the request for proposals for Partnership Grants issued by the Program. As part of the Proposal for a Partnership Grant, Recipient has completed, executed, and submitted to State Bar, assurances (“Assurances”), attachments, and a proposed budget (collectively, “Proposal Materials”).
- C. In reliance upon the representations and agreements made in the Proposal Materials, the State Bar has determined that Recipient is eligible for a Partnership Grant under the Program and the Fund.
- D. NOW, THEREFORE, in consideration of covenants and agreements herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

AGREEMENTS

1. Pursuant to requirements of the Program and Fund, and in reliance upon the promises and representations made by Recipient, the State Bar grants to Recipient «FinalEAFGrantAllocation» (“Grant Amount”) for the «ProjectTitle» (“Project”).
2. The grant period will commence on January 1, «GrantYear» (the “Start Date”) and end on December 31, «GrantYear» (the “End Date”, collectively with the Start Date, the “Grant Period”).

3. The Act, Budget Act, Rules, Fee Schedule Act, Legal Services Trust Fund Program General Grant Provisions (“Grant Provisions”), Proposal Materials, including any additions or amendments made to the Proposal Materials by an agreement between the State Bar and Recipient, are incorporated into this Agreement as if set forth in their entirety in this Agreement. Recipient agrees to comply with the Act, Budget Act, Rules, Grant Provisions, Assurances, and other agreements made in the Proposal Materials. Recipient agrees to comply with all lawful statutes, rules, regulations, guidelines, policies, instructions, and similar directives pertaining to the Program and the Fund (collectively, “Directives”) issued by the State of California, the Supreme Court of the State of California or the State Bar, including without limitation, any Directive adopted after the Effective Date.
4. Recipient represents and warrants that its governing board, the officers, and similarly empowered staff have read and understand the Act, Budget Act, Rules, the Proposal Materials, and Grant Provisions. Recipient has familiarized appropriate staff with the requirements of the Act, Budget Act, Rules, the Grant Provisions, and the Proposal Materials.
5. The State Bar will make a reasonable effort to pay the Grant Amount within ninety (90) days after the Effective Date. However, under no circumstances will the State Bar bear any liability to Recipient or to other persons or entities for delays in payments.
6. Recipient agrees to submit financial and Project activity reports for the Partnership Grant to the State Bar as requested, to provide the State Bar with copies of any materials produced with the Grant Amount, and to cooperate with the State Bar in evaluating the results of the Partnership Grant. Recipient understands that any portion of the Grant Amount not expended during the Grant Period may not be carried over into the following year. However, if Recipient is unable to spend down a portion of the Grant Amount for the Project during the final year of the Grant Period, Recipient may request from the State Bar a one hundred and eighty (180)-day carryover into the subsequent year. The opportunity to request a one-time carryover only applies if Recipient is not reapplying for subsequent funding from the Program and the Fund for the Project. Approval of any request for a one hundred and eighty (180)-day carryover will be at the sole discretion of the State Bar.
7. Recipient agrees to submit to the State Bar a written Memorandum of Understanding (“MOU”) with the cooperating court(s) regarding the areas of cooperation set forth in the Proposal Materials. Recipient agrees to notify the State Bar immediately of any and all amendments to the terms of the MOU, and advise the State Bar of any change in circumstance, including termination or expiration of the MOU.
8. Termination.
 - a) Notwithstanding the Grant Provisions or any other provision of this Agreement regarding the payment of the Partnership Grant, Recipient acknowledges that the Grant Amount and all payments thereof shall be made from funds received by the State Bar pursuant to the Budget Act and the Uniform Civil Fees and Standard Fee Schedule Act (collectively, “State Funding”), and are contingent upon the availability and sufficiency of such funds, as determined by the State Bar in its sole discretion. Consequently, Recipient shall not be guaranteed any specific dollar amount in grant

- funds, or any grant funds at all, if funds received pursuant to State Funding are insufficient or unavailable to the State Bar. This Agreement shall terminate automatically if State Funding becomes unavailable. The State Bar will not assume any liability whatsoever to Recipient for any failure to pay the Grant Amount or any part thereof that results because funds are insufficient or unavailable.
- b) The State Bar may terminate this Agreement, in its sole discretion, with or without cause and for any reason upon thirty (30) days' written notice to Recipient.
 - c) The State Bar may terminate for cause, without prejudice to State Bar's right to recover any portion of the Grant Amount previously paid, if Recipient fails to comply with the provisions of this Agreement. The termination shall be effective five (5) business days after the State Bar sends written notice of termination to Recipient pursuant to Section 18.
 - d) This Agreement will terminate automatically in the event of the bankruptcy or insolvency of either Party.
9. This Agreement does not impose on the State Bar any obligation to provide Recipient funds in excess of the Grant Amount.
10. Recipient represents and warrants that Recipient's Proposal Materials for the Partnership Grant under the Program and Fund does not misstate or omit any material fact. Recipient will notify the State Bar promptly (but in no event within three (3) business days) in writing of any change in any material fact affecting Recipient's eligibility to receive funds under the Program and Fund, including without limitation, any change that affects the accuracy of any statement made in conjunction with Recipient's application for the Partnership Grant under the Program and Fund. Recipient will also notify the State Bar promptly (but in no event within three (3) business days) in writing of any material change in the planned activities or proposed budget contained in the Proposal Materials or any revision thereto.
11. Except as otherwise required by law, Recipient shall own all rights, title and interest in any publications, materials produced as a result of this Grant (the "Grant Work Product"). Recipient hereby grants non-exclusive, transferable, perpetual, irrevocable, royalty-free, worldwide right and license to use, re-use, display, perform, reproduce, publish, display, copy, modify, create derivative works and distribute, for non-commercial purposes, the Grant Work Product and any other work product arising out of or resulting from the Grant Amount, including all intellectual property rights appurtenant thereto, and to sublicense such rights to third parties. Without limiting the foregoing, such license includes the right of the State Bar to publish the Grant Work Product on the State Bar's website, and for use in periodic reports, press releases, meetings, and fact sheets. Recipient also hereby assigns to the State Bar a royalty-free, nonexclusive, and irrevocable right to authorize qualified legal services projects, support centers, and courts to use the Grant Work Product. Recipient further agrees, at the State Bar's request, to execute any additional documents necessary to effect such license.
12. Recipient will permit the State Bar's personnel, independent contractors or agents ("Personnel") to inspect at any time any office or other premises maintained by Recipient or used by Recipient in connection with the expenditure of the Grant Amount received

under the Program. Recipient will cooperate with the State Bar's Personnel during such inspections and will furnish to the Personnel any information that the Personnel reasonably request as relevant to determining Recipient's compliance with this Agreement. The State Bar's right of access to Recipient's records for purposes of compliance will survive the expiration of the Grant Period. In complying with disclosure requirements of this Agreement and of the Program and Fund, Recipient may withhold any client-identifying information when Recipient reasonably determines that disclosure would violate the Act, the Rules, a rule of professional responsibility or any other laws.

13. The Act, Budget Act, Rules, Grant Provisions, and Directives set forth requirements concerning the use of Program funds and payment for subcontractors to provide legal services ("Subcontracted Services"). Recipient acknowledges its obligation to inform all providers of Subcontracted Services of the requirements of the Program and to obtain from all Subcontracted Service providers a written agreement to comply with all requirements of this Agreement as if that provider is the Recipient. Recipient assigns to the State Bar all rights that Recipient has or shall acquire to inspect the premises and records of providers of Subcontracted Services to ensure compliance with Program; provided, however, that disclosure of client-identifying information by a provider of Subcontracted Services shall be governed by the provisions of Section 12 above.
14. Recipient shall not represent or in any way suggest that it may obligate or pledge the credit of the State of California or of the State Bar.
15. Recipient agrees to indemnify, defend, and hold harmless the State Bar (including its Board of Trustees, officers, agents, and employees, as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses, or costs, whatsoever (including reasonable attorneys' fees, costs, and expenses), which may arise against or be incurred by the State Bar as a result of or in connection with (i) claims by any and all contractors, subcontractors, providers of consulting services, materialmen, laborers, or any other person, firm, or corporation retained by Recipient to furnish or supply work, service, materials, or supplies in connection with the performance of this Agreement; (ii) claims by any person, firm, or corporation for loss, injury or damage by Recipient or Recipient's agents in connection with the provision of services pursuant to this Agreement; (iii) any acts or omissions of Recipient, or its officers, employees or agents, in applying for, accepting, expending or applying the Grant Amount or in performing activities or services in breach of this Agreement. Recipient shall be liable to the State Bar for all costs (including but not limited to reasonable attorneys' fees, costs and expenses) that may be incurred arising from or in connection with the State Bar's enforcement of its rights under this Section 15. This indemnity provision shall survive the termination or expiration of this Agreement.
16. Recipient will maintain insurance coverage such as commercial general liability insurance, workers' compensation insurance, and comprehensive automobile liability sufficient to cover its services, activities, risks, and potential omissions in the services in accordance with generally-accepted industry standards and as required by law. Recipient shall provide the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: Risk Management with these certificates of insurance within thirty (30) days of the Effective Date. Recipient will ensure subcontractors maintain insurance coverage consistent with this section.

17. Any publicity related to the services provided using the Grant Amount during the Grant Period, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Recipient or its employees individually or jointly with others, shall identify the State Bar and Judicial Council of California as the funding agency. Press releases, reports, publications and similar documents shall not be released without prior written approval by the State Bar.
18. Any notices to be given by either Party to the other must be in writing, and both emailed and delivered personally or by first-class, certified, registered, or overnight mail addressed to the Parties at the addresses stated below:

State Bar: The State Bar of California
 180 Howard Street
 San Francisco, CA 94105-1617

Attention: Doan Nguyen, Program Supervisor
 Office of Access & Inclusion
 doan.nguyen@calbar.ca.gov

Recipient: «ProgramLegalName»
 «Address1»
 «Address2»
 «City», «State» «ZipCode»
 [add primary contact email address]

Attention: «PrimaryContactName»
 «PrimaryContactJobTitle»

Each Party may change the notice address appearing above by giving the other Party written notice in accordance with this Section. Such changes in address for purposes of giving notice will be effective five (5) business days after giving notice of the change in address.

19. This Agreement, together with the Act, Budget Act, Fee Schedule Act, Proposal Materials, Rules, Grant Provisions, Assurances and Directives, contains and constitutes the entire agreement between the State Bar and Recipient regarding the State Bar's grant of a Partnership Grant to Recipient and supersedes all prior negotiations, representations or agreements, either written or oral.
20. The Recipient shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State Bar. This Agreement shall be binding upon agents and successors of both Parties.
21. No amendment, alteration or variation of the terms of this Agreement will be valid unless made in writing and executed by each Party.
22. This Agreement was made and entered into by the Parties in the State of California and shall be construed according to the laws of the State of California. Any action or suit brought to interpret, construe or enforce the provisions of this Agreement shall be

commenced in the Superior Court of the State of California, in and for the County of San Francisco.

23. Each Party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that its Directors, Trustees, or similarly empowered persons have read this Agreement, understand it and agree to be bound by it.
24. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent or waiver by one Party to a breach of this Agreement by the other Party, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any other, different, or subsequent breach. No amendment, consent, or waiver on behalf of the State Bar shall be binding upon the State Bar unless it is executed by the Executive Director of the State Bar or the Executive Director's designee.
25. Each provision of this Agreement shall be separately enforceable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.
26. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email or any other reliable means will be effective for all purposes as delivery of a manually executed original counterpart. Either Party may maintain a copy of this Agreement in electronic form. The Parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile, or printed image) will in all respects be considered an original.
27. The Parties acknowledge and agree that this Agreement may be executed by electronic signature (digital, encrypted or any other form), which shall be considered as an original and manual signature for all purposes and shall have the same force and effect as an original and manual signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature or transmittal via any other electronic means, and will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[Signatures Follow]

By executing this Agreement below, the Parties agree to its terms and conditions. This Agreement has been executed and delivered by the duly authorized representatives of State Bar and Recipient as of the Effective Date.

THE STATE BAR OF CALIFORNIA

RECIPIENT

Date: _____

Date: _____

By: _____

By: _____

Print Name of State Bar Executive Officer

Print Name of Executive Director

Print Title of State Bar Executive Officer

By: _____

Print Name of Board Officer

Print Title of Board Officer

THE STATE BAR OF CALIFORNIA
LEGAL SERVICES TRUST FUND PROGRAM

GENERAL GRANT PROVISIONS

JANUARY 2004

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ARTICLE I

GENERAL

1.01 INTRODUCTION

In 1981, the California Legislature adopted Division 3, Chapter 4, Article 14 of the Business and Professions Code entitled "Funds for the Provision of Legal Services to Indigent Persons." In so doing, the Legislature made the following findings:

The Legislature finds that, due to insufficient funding, existing programs providing free legal services in civil matters to indigent persons, especially underserved client groups, such as the elderly, the disabled, juveniles, and non-English-speaking persons, do not adequately meet the needs of these persons. It is the purpose of this article to expand the availability and improve the quality of existing free legal services in civil matters to indigent persons, and to initiate new programs that will provide services to them. The Legislature finds that the use of funds collected by the State Bar pursuant to this article for these purposes is in the public interest, is a proper use of the funds, and is consistent with essential public and governmental purposes in the judicial branch of government. The Legislature further finds that the expansion, improvement, and initiation of legal services to indigent persons will aid in the advancement of the science of jurisprudence and the improvement of the administration of justice.

To accomplish the above purposes, the Legislature created the Legal Services Trust Fund Program under the auspices of the State Bar of California and charged the State Bar with the implementation and administration thereof. The State Bar in turn and acting pursuant to statutory authority, created the Legal Services Trust Fund Commission to administer the Legal Services Trust Fund Program. In order to clarify the requirements of the program on recipients of grants, the Legal Services Trust Fund Commission has developed these General Grant Provisions. Unless otherwise indicated, all grant recipients will be required to comply with these provisions.

1.02 DEFINITIONS

The capitalized terms used in these General Grant Provisions are defined as follows:

"Act" - means Business and Professions Code Division 3, Chapter 4, Article 14 (Section 6210, et seq.) which is the Legal Services Trust Fund enabling provision.

"Annual Financial Statements" or "Financial Statements" - means Recipient's annual financial statements, including a Balance Sheet, and a Statement of Support, Revenue and Expenses and Changes in Fund Balances, the accompanying footnotes, and any other statements the SBC, Commission, Recipient and/or Recipient's auditor determine are necessary to make the financial statements not misleading.

"Approved Budget" - means the Proposed Budget and Budget Narrative submitted by a Recipient for the expenditure of the Grant after it has been approved by the Commission as provided in Rule 5.1.

"Budget Narrative" - means the budget explanation submitted to the Commission by a Recipient along with the Proposed Budget as provided in Rule 5.1.

"Carryover" - means the use of Grant Funds in a Grant Period subsequent to the Grant Period for which they were awarded.

"Commission" - means the Legal Services Trust Fund Commission.

"Default" - See Section 9.01.

"Director"- means the Director of the Legal Services Trust Fund.

"General Grant Provisions" or "Provisions" - means these General Grant Provisions as amended by the Commission from time to time.

"Grant" - means the amount of funds awarded to a Recipient for a Grant Period

pursuant to the Grant Agreement.

"Grant Agreement" - means the contract between a particular Recipient and the SBC pursuant to which a grant award is made and to which these provisions are attached.

"Grant Closeout" - means the process by which a granting agency determines that all applicable administrative actions and all required work of the Grant have been completed by the Recipient and the SBC.

"Grant Period" - means the period of time specified in the Grant Agreement during which expenditures for items set forth in the Approved Budget may be applied against the Grant.

"Installments" - means portions of the Grant as disbursed by the Commission from time to time.

"Project" - means identified activity or program approved by the Commission.

"Proposed Budget" - means the itemized budget submitted by the Recipient as provided in Rule 5.1.

"Recipient" - means a qualified legal services project or support center as defined in the Act and named in the Grant Agreement as the recipient of the Grant.

"Rules" - means the Rules Regulating Interest-Bearing Trust Fund Accounts adopted by the SBC pursuant to the Act as amended from time to time.

"SBC" - means The State Bar of California.

"Termination" - means cessation of payment of Grant Installments and withdrawal of the recipient's right to receive and authority to obligate previously awarded Grant funds before that right and authority would otherwise expire. It also means the voluntary relinquishment of that right and authority by the Recipient. "Termination" does not include the refusal of the Commission to consent to a Carryover or the determination by the Commission that a Recipient is

not eligible to receive funds for a subsequent Grant Period.

ARTICLE II

GRANT PAYMENT PROVISIONS

2.01 TIMING OF PAYMENTS

Upon a Recipient's satisfaction of each of the conditions contained in Section 2.04 hereof, the Commission shall release one-fourth of the Grant to the Recipient. Subject to Section 2.02, the remainder of the Grant will be released in three substantially equal Installments on the first day of each calendar quarter following the release of the first Installment. Notwithstanding the foregoing, the Commission reserves the right in its sole discretion to alter the disbursement schedule of the Grant for any or all Recipients from time to time. Recipients should submit requests for different disbursement schedules at the time of submission of the Proposed Budget and include a detailed explanation in the Budget Narrative or as a request for budget alteration if the reason for a change occurs after the beginning of the Grant Period. In the event of a Default, the Commission may impose reasonable conditions, which must be satisfied before all, or any portion of the Grant is released.

2.02 FUNDING ADJUSTMENTS

The Commission reserves the right to make adjustments in the amount, permitted uses or other conditions of the Grant to any or all Recipients as it may deem appropriate from time to time. Adjustments may be made by the Commission to the Grant in total or to any one or more Installments. The Commission will condition disbursement of any funds which it may award in addition to the Grant on its review and approval of a supplement to the Approved Budget in such form as the Commission may direct, specifying the use of such additional funds by the

Recipient. Recipients will expend such additional funds only in accordance with the approved supplement to the Approved Budget.

2.03 UNEXPENDED FUNDS

At the conclusion of a Grant Period, the Recipient will account to the SBC for the disposition of the Grant as a part of the financial statements required by Business and Professions Code §. 6222. Any unused portion of the Grant will be returned to the SBC at the time for such accounting unless the Recipient receives specific authorization from the SBC to retain all or a portion thereof. Any funds so retained by the Recipient at the direction of the SBC will be used by the Recipient in the next Grant Period in accordance with the Approved Budget for such Grant Period. Unused funds which are returned to the SBC shall become a part of unallocated funds administered by the Commission. Recipients who anticipate expending Grant funds beyond the end of the Grant Period for which they were awarded should so indicate in the Budget Narrative.

2.04 CONDITIONS PRECEDENT TO RELEASE OF FUNDS

Prior to the release of the first Installment of the Grant, Recipients will have satisfied each of the following conditions:

1. The Recipient has submitted a Proposed Budget and Budget Narrative within thirty days of notification of Grant award in accordance with the Rules and such Proposed Budget and Budget Narrative have been approved by the Commission.
2. The Recipient has executed the Grant Agreement.
3. The Recipient shall have made the assurances set forth in Appendix "A" or "B" as applicable, attached hereto and the factual statements made therein shall remain unchanged.
4. All of the statements and representations contained in the application

for funding shall be accurate and remain unchanged materially.

No further Installments shall be released to the Recipient if the Recipient has not continued to satisfy the conditions set forth in paragraphs 3 and 4 above.

ARTICLE III

APPROVED BUDGET AND USE OF FUNDS

3.01 APPROVED BUDGET

Upon receipt of notification of a proposed Grant, a Recipient shall submit within thirty days, a Proposed Budget and Budget Narrative for the proposed expenditure of the Grant for each county in which it provides legal services. The Commission will provide instructions and guidelines for the submission of the Proposed Budget and Budget Narrative. All Proposed Budgets and Budget Narratives will be reviewed by the Commission for compliance with the Act and the Rules. Upon approval of the Proposed Budget and the Budget Narrative by the Commission said Proposed Budget and Budget Narrative shall be deemed an "Approved Budget," and the Grant will be disbursed to the Recipient in accordance with Article II of these Provisions, subject to the Act, Rules, General Grant Provisions and the Approved Budget.

3.02 USE OF FUNDS

The Grant shall be expended by the Recipient to provide civil legal services to indigent persons as defined in the Act and the Rules and for the specific purposes and in the amounts as set forth in the Approved Budget as amended from time to time in accordance with the procedure provided herein. In addition, Recipients that are qualified legal services projects, as defined in the Act, will make significant efforts to utilize twenty percent of the Grant for increasing the availability of civil legal services to the elderly, the disabled, juveniles, non-English-

speaking or other indigent persons who are members of disadvantaged and underserved groups within their service area. Such efforts will be delineated in the Proposed Budget and Budget Narrative.

3.03 ALLOCATION OF FUNDS BY COUNTY

Recipients that are qualified legal services projects must spend the Grant for services in the county for which the funds were allocated.

3.04 COMPLIANCE WITH LAWS

Recipients must at all times comply with the assurances contained in Appendix "A" or "B" as applicable. In addition, Recipients will comply with all relevant statutes, rules, regulations or decisions of the State of California or any applicable subdivision thereof.

3.05 SUBCONTRACTING

Recipients may enter into subcontracts with providers of civil legal services provided such subcontracts are for the provision of services in accordance with the Act, Rules, Grant Agreement and these General Grant Provisions. All such subcontracts will contain the assurances set forth in Appendix "A" or "B" as applicable. The Recipient will be responsible for ensuring the compliance by such subcontractors with the Act, the Rules and these procedures. All such subcontracts shall grant the Recipient the right to inspect the books, records and program activities of the subcontractor to ensure compliance with the requirements hereof. Recipient will specifically assign its inspection rights to the SBC and/or the Commission as a part of the Grant Agreement. Fully executed copies of all such subcontracts will be attached to the Budget Narrative or appropriate supplemental Budget Narrative submitted by the Recipient or shall promptly be submitted upon subsequent execution of such subcontracts. All subcontracts will provide for a waiver of any claim of rights and indemnification by the subcontracting party against

the SBC or the Commission.

ARTICLE IV

STANDARDS FOR RECIPIENT FINANCIAL MANAGEMENT SYSTEMS AND AUDITS

4.01 FINANCIAL MANAGEMENT STANDARDS

Recipients will comply with financial management standards and requirements which may be imposed by the Commission from time to time to reasonably enable the Commission to monitor and evaluate the Recipient's Project and use of the Grant funds as required by the Act and the Rules. To assist in such evaluation, for any fiscal year that begins on or after July 1, 1992, the recipient will segregate Legal Services Trust Fund Program grant expenditures in a separate fund for accounting and reporting purposes.

4.02 ALLOCATION

The Approved Budget and financial reports will allocate Project expenses paid with Grant funds between program costs and administrative costs. Such allocation will be based on reasonable estimates and formulas which will be explained in the Budget Narrative.

A. Program Costs. "Program Costs" are those that are identified specifically with the direct delivery of civil legal services. Typical Program Costs are:

1. Compensation of attorneys, paralegals, law clerks, law students and direct support staff for time and effort devoted specifically to the provision of legal services.
2. Cost of materials acquired, consumed or expended specifically for the purpose of the Grant.
3. Equipment and other approved capital acquisitions necessary to

accomplish the purposes of the Grant.

4. All other items of expense incurred specifically to carry out the purposes of the Grant.

B. Administrative Costs. "Administrative Costs" are those incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved. Charges for Administrative Costs normally will include items such as the cost of maintaining buildings, utilities or administrative salaries incurred for the benefit of the Project as a whole, as well as other activities of the Recipient.

4.03 SOURCE DOCUMENTATION

Accounting records shall be supported by source documentation such as cancelled checks, paid bills, timecards, payrolls, etc. The Commission may disallow unsupported expenditures and may require that funds expended for unsupported expenditures be returned.

4.04 AUDIT RESOLUTION

The Commission may require Recipients to follow a systematic method to assure timely and appropriate resolution of annual audit findings and recommendations and to report progress in such manner and at such times as the Commission shall deem appropriate.

4.05 FINANCIAL STATEMENTS

Recipients shall submit a financial statement for the fiscal year ended most recently within 90 days of the close of their fiscal year. The financial statement shall be audited or reviewed by an independent certified public accountant. Any recipient whose gross expenditures exceeded \$500,000 during the fiscal year shall be required to submit an audited statement. Submission of a financial statement as required in this section shall constitute compliance with the

requirement in Rule 4.2 of the Regulating Rules that an applicant for funding must submit such a statement within 60 days after the application deadline.

ARTICLE V

REPORTING OF PROGRAM PERFORMANCE

5.01 REPORTING BY RECIPIENTS

Recipients shall submit a financial and program activity report to the Commission quarterly during the Grant Period at such times as shall be directed by the Commission. These reports will be in the form and contain the information specified by the Commission. The financial report will detail the expenditure of the Grant to date, compare those expenditures against the Approved Budget and will disclose any facts or events which would make the Recipient ineligible for funding if applying for funding as of the date of the Report. The financial and program activity report will also provide information sufficient to determine compliance with 6221 of the Act.

5.02 SIGNIFICANT DEVELOPMENTS BETWEEN SCHEDULED REPORTING DATES

Between the scheduled reporting dates, events may occur which have significant impact upon the Grant. The Recipient shall inform the Commission as soon as the following types of conditions become known:

1. Problems, delays or adverse conditions which will materially impair the Recipient's ability to comply with the Approved Budget. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Any facts or events which would make the Recipient ineligible for

funding if it were making application for funding at that time.

5.03 PROGRAM VISITS

Visits to one or more of a Recipient's places of business or that of a subcontractor of a Recipient may be made as necessary by SBC representatives to inspect and review a Project's physical facilities, financial records, operational policies and procedures, including but not limited to first-hand observation of Recipient's or subcontractor's delivery of civil legal services, and such other aspects of a Recipient's program as reasonably necessary to ensure compliance with the Act, the Rules, the Grant Agreement and these provisions.

ARTICLE VI

RETENTION AND ACCESS REQUIREMENTS FOR RECORDS

6.01 LENGTH OF RETENTION PERIOD

A. Except as provided in paragraphs (B) and (C) of this section, records shall be retained for five years from the starting date of the submission of the final expenditures report or ending date of Grant Period, whichever is later.

B. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

C. In order to avoid duplicate record keeping, the Commission may make special arrangements with Recipients to retain any records which are continuously needed for joint use. The Commission will request transfer of records to its custody when it determines that the records possess long-term value. When the records are transferred to or maintained by the Commission, the five-year retention is not applicable to the Recipient.

6.02 SUBSTITUTION OF MICROFILM

Copies made by microfilming, photocopying or similar methods may be substituted for the original records.

6.03 ACCESS TO RECORDS

A Records of Recipients. The SBC, or any of its authorized representatives, shall have the right of access to any books, documents, papers or other of the Recipient's records which are pertinent to the Grant, in order to make audits, examinations, excerpts and transcripts.

B. Expiration of Right of Access. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are retained.

ARTICLE VII

PROGRAM CHANGES AND BUDGET REVISIONS

7.01 BUDGET REVISIONS. Recipients shall not materially deviate from the Approved Budget without first obtaining the prior written consent of the Director. A material deviation will be deemed to have occurred in the event of anticipated or actual expenditures of Grant Funds which are materially greater or less than as set forth in the Approved Budget, whether in total or by individual line item, or which materially alter the ratio of Program to Administrative Costs or which involve a disposition of property acquired with Grant Funds. Budget amount increases or decreases will be deemed material when they meet either of the following tests:

1. The individual deviation is in excess of \$1,000 and exceeds the lesser of \$10,000 or 10% of the Recipient's Grant for that Grant period; or
2. The accumulated total of all budget deviations since the beginning of

the Grant Period exceeds the lesser of \$10,000 or 10% of the Recipient's Grant for that Grant Period.

In the event of a material budget deviation, the Recipient shall request a revision of its Approved Budget. Such request shall be in a writing submitted to the Director fully delineating the request, the reasons for it, why it is necessary and its effect on the Recipient. The Director may request such additional information that he or she may deem necessary. If the Director determines that use of funds is consistent with the Legal Services Trust Fund Program, he or she will approve the request and the Approved Budget will be deemed amended accordingly.

Recipients shall report all increases or decreases in the approved budget as part of the quarterly financial report submitted pursuant to grant provision 5.01. This information must be submitted whether or not the increase or decrease was a material deviation for which prior consent was required.

7.02 PROGRAM CHANGES

In the event of any of the following program changes, the affected Recipient will notify the SBC in writing within three (3) business days:

1. The occurrence of any event which makes or with the passage of time will make the Recipient ineligible to receive a Grant if it applied at that time;
2. Any material change in the Recipient's program or other funding, if any, which would make the Budget Narrative inaccurate; or
3. Any change in the name, address or telephone number of the Recipient or any change of the individual who is responsible for the Recipient's expenditure of the Grant.

ARTICLE VIII

REVERSIONARY RIGHTS OF STATE BAR

8.01 RETENTION OF RIGHT

The SBC hereby reserves a reversionary right in all Grant funds expended by a Recipient to acquire property or an interest therein. The SBC may require the Recipient to take such reasonable steps as may be necessary to secure the SBC's reversionary interest.

8.02 EXERCISE OF RIGHT

Upon the termination of a Grant or if the SBC does not fund a Recipient immediately following the expiration of a Grant Period, the SBC may within six (6) months give written notice of its election to exercise its right of reversion to all property of Recipient acquired with Grant funds. If notice is not given within the six (6) month period, the SBC will be deemed to have waived its reversionary right in the property or Grant funds. However, such waiver does not release the Recipient from its obligation to use the Grant funds or property for the purposes stated in the Approved Budget. Title to the property will be deemed to have reverted to the SBC upon giving of the notice described herein. Upon receipt of such notice, the Recipient will immediately deliver the property to the SBC, or otherwise dispose of it as directed by the SBC.

8.03 DISPOSITION OF PROPERTY WHICH HAS REVERTED

In the notice of exercise of its reversionary rights, the SBC shall direct the Recipient to:

1. physically deliver the property to the SBC at a location designated by the SBC;
2. direct the Recipient to sell the property for a price and on terms acceptable to the SBC and remit the sale proceeds to the SBC; or

3. deliver the property to any other Recipient to be used by such Recipient for a use approved by the SBC.

ARTICLE IX

DEFAULT AND REMEDIES

9.01 DEFAULT DEFINED

For purposes of these General Grant Provisions, a Recipient shall be deemed in default upon the occurrence of any of the following:

1. Any material violation by the Recipient of the Act, any of the Rules, the Grant Agreement, these General Grant Provisions, any other applicable statute, ordinance or law or any other rules, regulations or provisions applicable to the Trust Fund Program which may hereafter be adopted.

2. Any use of Grant Funds not in substantial accordance with the Approved Budget and Budget Narrative including approved revisions for that Grant Period.

3. The occurrence of any event, which would make the Recipient ineligible to receive a Grant if applying for one at that time.

4. The submission of any materially false or intentionally misleading information to the SBC, the Commission or the Director as a part of the Approved Budget, Budget Narrative, financial report, financial statements or otherwise.

5. Any failure to return unused Grant funds at the end of a Grant Period unless a Carryover has been approved by the Commission.

9.02 REMEDIES UPON DEFAULT

In the event of a default by a Recipient, the SBC shall have the right to do the following:

1. Adopt a monthly Grant disbursement schedule (including demanding a return of Grant funds already disbursed in excess of the pro rata current month's Installment) and conditioning payment of subsequent Installments on the Recipient's cure of the Default.
2. Terminate the Grant. Notwithstanding a termination of the Grant, the Recipient shall be entitled to continue to receive Grant funds on a monthly disbursement schedule subject to an obligation to restore funds received after notification of termination upon final disposition of any appeal brought by the Recipient as provided in the Act and the Rules.
3. Demand repayment of Grant funds improperly expended by a Recipient and institute legal action to recover them.

ARTICLE X

GRANT CLOSEOUT

10.01 CLOSEOUT

- A. Except as otherwise provided herein, each Grant shall be closed out as promptly as is feasible after expiration or termination.
- B. In closing out Grants, the following shall be observed:
 1. Return all unused Grant funds immediately unless a Carryover thereof has been approved by the Commission.

2. Within thirty (30) days of any termination, the Recipient shall submit a final accounting of all Grant funds for the current Grant Period.

3. The Recipient shall submit, within ninety (90) days of the date of expiration or termination, all financial, performance and other reports required by the terms of the Grant, the Act and the Rules, including without limit the audited financial statements required by the Act. The SBC may extend the due date for any report upon receiving a justified request from the Recipient, and may waive any report which is not needed.

10.02 RIGHTS NOT AFFECTED

A. The closeout of a Grant does not affect the retention period for, or SBC rights of access to, records as provided herein.

B. If a Grant is closed out without audit, the SBC retains the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

C. The closeout of a Grant does not affect the Recipient's responsibilities with respect to property under Article VIII hereof, or unexpended Grant funds as provided herein.

10.03 AMOUNTS PAYABLE TO SBC

For each Grant, the following sums shall constitute a debt or debts owed by the Recipient to the SBC, and shall, if not paid upon demand, be recovered from the Recipient or its successor or assignees by setoff or other action as provided by law:

1. Any Grant funds paid to the Recipient by the SBC in excess of the amount to which the Recipient is finally determined to be entitled;

2. Any amounts due the SBC under these Provisions; and

3. Any other amounts finally determined to be due the SBC.

10.04 **TERMINATION BY CONSENT**

In addition to termination upon a Default, Grants may be terminated in whole or in part as follows:

1. By the SBC with the consent of the Recipient, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion of the Grant to be terminated; or
2. By the Recipient, upon written notification to the SBC, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the SBC determines that the remaining portion of the Grant will not accomplish the purposes for which the Grant was made, the SBC may elect to terminate the Grant in its entirety.

Appendix A

ASSURANCES FOR LEGAL SERVICES PROJECTS

The project assures compliance with the following:

1. Funds allocated by the Trust Fund Program will be used only for the purposes set forth in Business and Professions Code §§ 6210-6228, and the corresponding regulating rules and any additional amendments thereto.
2. The project will:
 - a. at all times honor the attorney-client privilege and will uphold the integrity of the adversary process;
 - b. not impose restrictions unrelated to statutes and rules of professional conduct on attorneys who provide representation to indigent clients with funds provided in whole or in part from the Trust Fund Program;
 - c. not discriminate on the basis of race, color, national origin, religion, sex, handicap or age.
3. All funds allocated by the Trust Fund Program will be expended exclusively for services in California.
4. All funds allocated by the Trust Fund Program will be expended exclusively on civil matters.
5. All funds allocated by the Trust Fund Program will be expended exclusively on services to the indigent.
6. Attorneys fees awarded to project generated through court awards in cases funded through the Trust Fund Program will be used to provide legal services without charge to indigent persons.
7. All funds allocated by the Trust Fund Program will be expended exclusively for services in the county for which the monies were allocated. Allocations made by the Trust Fund Program will be by a pro rata county-by-county formula.
8. Significant efforts shall be made to utilize 20 percent of the funds allocated under this article for increasing the availability of services to the elderly, the disabled, juveniles, or other indigent persons who are members of disadvantaged and underserved groups within project service area.
9. The project will comply with quality control review procedures adopted by the State Bar.
10. The project will comply with fiscal management and control procedures (Standards for Financial Management Systems and Audits) adopted by the State Bar.
11. The project will permit site visits or present additional information deemed reasonably necessary to determine compliance with the laws governing the Legal Services Trust Fund Program.

Appendix B

ASSURANCES FOR SUPPORT CENTERS

The center assures compliance with the following:

1. Funds allocated by the Trust Fund Program will be used only for the purposes set forth in Business and Professions Code 6210-6228, and the corresponding regulating rules and any additional amendments thereto.
2. The center will:
 - a. at all times honor the attorney-client privilege and will uphold the integrity of the adversary process;
 - b. not impose restrictions unrelated to statutes and rules of professional conduct on attorneys who provide representation to indigent clients with funds provided in whole or in part from the Trust Fund Program;
 - c. not discriminate on the basis of race, color, national origin, religion, sex, handicap or age.
3. All funds allocated by the Trust Fund Program will be used in support of qualified legal services projects (including attorneys in private practice who provide legal services to indigent persons without charge) providing free legal services in California and the applicant center agrees to restrict its use of funds allocated from the Trust Fund Program to matters directly related to the needs of legal services clients.
4. The center's board of directors must by resolution establish the center's priorities for the provision of legal services. The resolution must be made pursuant to consultation with legal services attorneys, members of the private bar, and eligible clients.
5. The center assures that the services funded by the Trust Fund Program are in addition to those already funded for qualified legal services projects by other sources.
6. The center will comply with quality control review procedures adopted by the State Bar.
7. The center will comply with fiscal management and control procedures (Standards for Financial Management Systems and Audits) adopted by the State Bar.
8. The center will permit site visits or present additional information deemed reasonably necessary to determine compliance with the laws governing the Legal Services Trust Fund Program.
9. If your program is part of a corporation and some or all of your program's income is derived from general unrestricted funds of the corporation, you must provide an assurance from the corporation's chief executive officer stating that the corporation's contribution from its general unrestricted funds to your program will not be reduced from the previous fiscal year level. The Commission may grant an exception to the requirement of the previous sentence because of impracticality, as where the corporation suffers a diminishment of its unrestricted funds and is therefore required to reduce its funding to all of its programs.

Assembly Bill No. 74
CHAPTER 23

[Approved by Governor June 27, 2019. Filed with Secretary of
State June 27, 2019.]

AB 74, Ting. Budget Act of 2019.

This bill would make appropriations for the support of state government for the 2019–20 fiscal year.

This bill would declare that it is to take effect immediately as a Budget Bill.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.00.

This act shall be known and may be cited as the “Budget Act of 2019.”

[.....]

0250-101-0001—For local assistance, Judicial Branch	127,603,000
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Schedule:

(1) 0150010-Support for Operation of Trial Courts.....	83,551,000
(2) 0150051-Child Support Commissioner Program (AB 1058)	54,332,000
(3) 0150055-California Collaborative and Drug Court Projects	5,748,000
(4) 0150075-Grants—Other	1,586,000
(5) 0150083-Equal Access Fund	42,892,000
(6) Reimbursements to 0150051-Child Support Commissioner Program (AB 1058)	-54,332,000
(7) Reimbursements to 0150055-California Collaborative and Drug Court Projects	-4,588,000

(8) Reimbursements to 0150075-Grants—Other -1,586,000

Provisions:

1. In order to improve equal access and the fair administration of justice, the funds appropriated in Schedule (5), after distribution of the \$20,000,000 in Provision 6, are to be distributed by the Judicial Council through the Legal Services Trust Fund Commission to qualified legal services projects and support centers as defined in Sections 6213 to 6215, inclusive, of the Business and Professions Code, to be used for legal services in civil matters for indigent persons. The Judicial Council shall approve awards made by the commission if the council determines that the awards comply with statutory and other relevant guidelines. Ten percent of the funds in Schedule (5) shall be for joint projects of courts and legal services programs to make legal assistance available to pro per litigants and 90 percent of the funds in Schedule (5) shall be distributed consistent with Sections 6216 to 6223, inclusive, of the Business and Professions Code. The Judicial Council may establish additional reporting or quality control requirements consistent with Sections 6213 to 6223, inclusive, of the Business and Professions Code.

[....]

5. Of the funds appropriated in Schedule (5), \$2,500,000 shall be available for the expansion and administration of pilot programs pursuant to the Sargent Shriver Civil Counsel Act (Ch. 457, Stats. 2009).

6. Of the amount appropriated in Schedule (5), \$20,000,000 shall be distributed by the Judicial Council through the State Bar of California pursuant to Provision 1 to qualified legal services projects and support centers to provide eviction defense or other tenant defense assistance in landlord-tenant rental disputes, including pre-eviction and eviction legal services, counseling, advice and consultation, mediation, training, renter education, and representation, and legal services to improve habitability, increasing affordable housing, ensuring receipt of eligible income or benefits to improve housing stability, and homelessness prevention. Of this amount, \$150,000 shall be available, upon order of the Department of Finance, for administrative costs of the Judicial Council and the State Bar. The remaining funds shall be allocated as follows:
 - (a) 75 percent shall be distributed to qualified legal services projects and support centers that currently provide eviction defense or other tenant defense assistance in landlord-tenant rental disputes, as set forth in Provision 6. To expedite the distribution of this percentage of the \$20,000,000, eligible programs shall be limited to those found eligible for 2019 IOLTA funding.

Each eligible program shall receive a percentage equal to that legal services project’s 2019 IOLTA allocation divided by the total 2019 IOLTA allocation for all legal services projects eligible for this funding, except that to ensure that meaningful funding is provided, a minimum amount of \$50,000 shall be allocated to each eligible program unless the program requests a lesser amount, in which case the additional funds shall be distributed proportionally to the other qualified legal services projects. These funds shall be distributed as soon as practicable after the effective date of this act and shall not supplant existing resources.

- (b) 25 percent shall be allocated through a competitive grant process developed by the Legal Services Trust Fund Commission of the State Bar to award grants to qualified legal service projects and support centers to provide eviction defense or other tenant defense assistance in landlord-tenant rental disputes, as set forth in Provision 6, to meet the needs of tenants not addressed by the formula provided in subdivision (a). The grant process shall ensure that any qualified legal service project or support center that received funding pursuant to subdivision (a) may only receive funding pursuant to this subdivision if that qualified legal service project or support center demonstrates that funds received under this subdivision will be not be used to supplant existing resources, and will be used to provide services to tenants not otherwise served by that qualified legal service project or support center. The commission shall make the grant award determinations. In awarding these grants, preference shall be given to qualified legal aid agencies that serve rural or underserved communities and that serve clients regardless of immigration or citizenship status. Any funding not allocated pursuant to this competitive grant process shall be distributed pursuant to subdivision (a), except that there shall be no minimum funding amount for these funds.

[...]

0250-101-0932—For local assistance, Judicial Branch, payable from the Trial Court Trust Fund 2,705,376,000

Schedule:

(1)	0150010-Support for Operation of Trial Courts	2,116,843,000
(2)	0150019-Compensation of Superior Court Judges	417,104,000
(3)	0150028-Assigned Judges	29,090,000
(4)	0150037-Court Interpreters	120,686,000
(5)	0150067-Court Appointed Special Advocate (CASA) program	2,713,000

(6)	0150071-Model Self-Help Program	957,000
(7)	0150083-Equal Access Fund	5,482,000
(8)	0150087-Family Law Information Centers	345,000
(9)	0150091-Civil Case Coordination	832,000
(10)	0150095-Expenses on Behalf of the Trial Courts	11,325,000
(11)	Reimbursements to 0150010-Support for Operation of Trial Courts	-1,000

Provisions:

[....]

8. In order to improve equal access and the fair administration of justice, the funds appropriated in Schedule (7) are available for distribution by the Judicial Council through the Legal Services Trust Fund Commission in support of the Equal Access Fund Program to qualified legal services projects and support centers as defined in Sections 6213 to 6215, inclusive, of the Business and Professions Code, to be used for legal services in civil matters for indigent persons. The Judicial Council shall approve awards made by the commission if the council determines that the awards comply with statutory and other relevant guidelines. Upon approval by the Administrative Director, the Controller shall transfer up to 5 percent of the funding appropriated in Schedule (7) to Item 0250-001-0932 for administrative expenses. Ten percent of the funds remaining after administrative costs shall be for joint projects of courts and legal services programs to make legal assistance available to pro per litigants and 90 percent of the funds remaining after administrative costs shall be distributed consistent with Sections 6216 to 6223, inclusive, of the Business and Professions Code. The Judicial Council may establish additional reporting or quality control requirements consistent with Sections 6213 to 6223, inclusive, of the Business and Professions Code.

9. Funds available for expenditure in Schedule (7) may be augmented by order of the Director of Finance by the amount of any additional resources deposited for distribution to the Equal Access Fund Program in accordance with Sections 68085.3 and 68085.4 of the Government Code. Any augmentation under this provision shall be authorized not sooner than 30 days after notification in writing to the chairpersons of the committees in each house of the Legislature that consider appropriations, the chairpersons of the committees and appropriate subcommittees that consider the State Budget, and the Chairperson of the Joint Legislative Budget Committee, or not sooner than whatever lesser time the chairperson of the joint committee, or the chairperson's designee, may determine.

[....]

2021 Partnership Grants Committee - Tentative Funding Recommendations

ATTACHMENT F

Estimated Available Funding: \$2,450,000

Proposals are prioritized for funding based on committee review guidelines. Tentative funding recommendations from the 5/22 Partnership Grant Committee meeting are provided to support the Committee's discussions on June 26.

Project and Proposal Information				Project Priority		Funding Ranges (as of 5/22)		06/26
PROGRAM	PROJECT NAME	COUNTY(IES)	AMOUNT REQUESTED	LEVEL	REASON	LOW	HIGH	FINAL RECOMMENDATION
Bay Area Legal Aid	Consumer Rights Clinic	Alameda			WITHDRAWN			\$ -
Central California Legal Services	Guardianship Project	Fresno	\$ 73,000	1	Rural Project	\$ 50,000	\$ 60,000	\$ -
Central California Legal Services	Tenant/Landlord Housing Law Project	Fresno	\$ 71,000	1	Rural Project	\$ 50,000	\$ 70,000	\$ -
Central California Legal Services	Tulare County Unlawful Detainer Workshop	Tulare	\$ 70,000	1	Rural Project	\$ 70,000	\$ 70,000	\$ -
Elder Law & Advocacy	Unlawful Detainer/Elder Abuse Restraining Order Self-Help Clinic	Imperial	\$ 71,000	1	Rural Project	\$ 71,000	\$ 71,000	\$ -
Housing and Economic Rights Advocates	Probate Clinic	San Mateo	\$ 42,000	1	New Project	\$ 42,000	\$ 42,000	\$ -
Inland Counties Legal Services	Consumer Clinic Partnership	San Bernardino	\$ 294,000	1	New Project	\$ -	\$ 198,000	\$ -
Legal Aid Foundation of Santa Barbara County	Legal Resource Center Partnership	Santa Barbara	\$ 126,000	1	Rural Project	\$ 110,000	\$ 117,000	\$ -
Legal Aid Society of San Bernardino	Caregivers Accessing Justice	San Bernardino	\$ 100,000	1	Rural Project	\$ 100,000	\$ 100,000	\$ -
Legal Services of Northern California	Mother Lode Pro Per Project	AM, CL, ED, PL, NV, Sierra	\$ 95,000	1	Rural Project	\$ 95,000	\$ 95,000	\$ -
Legal Services of Northern California	Small Claims and Guardianship Self-Help Project	Yolo	\$ 62,000	1	Rural Project	\$ 62,000	\$ 62,000	\$ -
Neighborhood Legal Services	Stabilizing Families	Los Angeles	\$ 113,000	1	New Project	\$ -	\$ 113,000	\$ -
Riverside Legal Aid	Small Estates Assistance Program	Riverside	\$ 105,000	1	Rural Project	\$ 80,000	\$ 100,000	\$ -
San Luis Obispo Legal Aid Foundation	Rental Clinic	San Luis Obispo	\$ 100,000	1	New Project	\$ 89,000	\$ 100,000	\$ -
Bet Tzedek	Self-Help Elder and Dependent Adult RO Clinic	Los Angeles	\$ 80,000	2	5th Yr Funding	\$ 80,000	\$ 80,000	\$ -
Community Legal Aid - SoCal	Orange County Community Court Clinic	Orange	\$ 35,000	2	2nd Yr Funding	\$ 30,000	\$ 34,000	\$ -
Community Legal Aid - SoCal	Orange County Consumer Debt Workshop	Orange	\$ 23,000	2	3rd Yr Funding	\$ 23,000	\$ 23,000	\$ -
Community Legal Aid - SoCal	Unlawful Detainer Workshop at Norwalk	Los Angeles	\$ 70,000	2	4th Yr Funding	\$ 59,000	\$ 70,000	\$ -
Family Violence Law Center	Domestic Violence Pro Per Project	Alameda	\$ 25,000	2	3rd Yr Funding	\$ 25,000	\$ 25,000	\$ -

ATTACHMENT F

Justice and Diversity Center / Bar Association of San Francisco	Shriver-SASH Self-Help	San Francisco	\$ 74,000	2	4th Yr Funding	\$ 55,000	\$ 60,000	\$ -
Legal Access Alameda	Family Law Status Conference Project	Alameda	\$ 65,000	2	3rd Yr Funding	\$ 65,000	\$ 65,000	\$ -
Legal Aid of Marin	Community Court Expansion	Marin	\$ 80,000	2	3rd Yr Funding	\$ 80,000	\$ 80,000	\$ -
Legal Aid Society of San Diego	Name/Gender Marker Change Self-Help Clinic	San Diego	\$ 85,000	2	3rd Yr Funding	\$ 85,000	\$ 85,000	\$ -
Legal Aid Society of San Diego	Unlawful Detainer Clinic Expansion	San Diego	\$ 80,000	2	4th Yr Funding	\$ 80,000	\$ 80,000	\$ -
Legal Assistance for Seniors	Partnership to Assist Limited Conservatorship Litigants	Alameda	\$ 65,000	2	2nd Yr Funding	\$ 60,000	\$ 60,000	\$ -
Legal Assistance for Seniors	Partnership to Assist Guardianship Litigants	Alameda	\$ 65,000	2	5th Yr Funding	\$ 50,000	\$ 65,000	\$ -
Public Law Center	De Facto & Adoptive Parent Assistance Project	Orange	\$ 50,000	2	2nd Yr Funding	\$ 50,000	\$ 50,000	\$ -
Public Law Center	Orange County Courthouse Guardianship Clinic	Orange	\$ 60,000	2	4th Yr Funding	\$ 30,000	\$ 40,000	\$ -
San Diego Volunteer Lawyers Program	Central Division Restraining Order Clinic	San Diego	\$ 130,000	2	3rd Yr Funding	\$ 80,000	\$ 100,000	\$ -
Justice and Diversity Center / Bar Association of San Francisco	FLASH-CARE	San Francisco	\$ 60,000	3	6+ Yrs Funding	\$ 40,000	\$ 50,000	
LACBA Counsel for Justice	Domestic Violence Legal Services Project	Los Angeles	\$ 97,000	3	Existing Service	\$ 91,000	\$ 97,000	\$ -
Legal Access Alameda	Family Law Day of Court Project	Alameda	\$ 30,000	3	6+ Yrs Funding	\$ 30,000	\$ 30,000	\$ -
Legal Aid Foundation of Los Angeles	Torrance Self-Help Center	Los Angeles	\$ 100,000	3	Existing Service	\$ 90,000	\$ 100,000	
Neighborhood Legal Services	Consumer Technology Project	Los Angeles	\$ 126,000	3	Existing Service (new proposal)	\$ -	\$ 126,000	\$ -
Neighborhood Legal Services	Housing Cases Continuum of Services	Los Angeles	\$ 113,000	3	Existing Service (new proposal)	\$ -	\$ 113,000	\$ -
Public Counsel	Guardianship Clinic	Los Angeles	\$ 60,000	3	Existing Service	\$ -	\$ 30,000	\$ -

TOTAL: \$0.00

REQUESTED		\$ 2,895,000
05/22 RANGE TOTALS (LOW - HIGH)	\$ 1,922,000	\$ 2,661,000
ESTIMATED AVAILABLE FUNDS		\$ 2,450,000
BALANCE (RANGE LOW - HIGH)	\$ 528,000	\$ (211,000)
06/26 RECOMMENDATION TOTAL		\$ -
running balance remaining on 6/26:		\$ 2,450,000

Partnership Grants Status Survey – April 2020
Survey Results and Individual Responses

Q1: Organization Name
Q2: Project Name
Q3: Contact Name
Q4: Contact Email

Q5: Number of years this project has received Partnership Grant funding, including 2020	
One	6
Two	6
Three	8
Four	5
Five	6
Six or more	4

Q6: Has this project been impacted by Covid-19?	
Yes	36
No	0

Q7: Was this clinic required to suspend or reduce services? If yes, explain:

- No, but the number of people served per day remotely is down compared to in-person service levels prior to the shutdown.
- Suspended in court clinics and reduces services to phone and email assistance.
- Yes. The workshop has been suspended.
- Yes. The Court Self Help Center is closed, except in limited areas.
- In-person workshops were suspended
- Yes, this clinic was previously offered at the courthouse and was suspended when the courthouse closed through the beginning of May. It has now reopened on a remote basis to provide the same range of services as before the court closure.
- The workshop has been suspended, as have filings.
- No. While services in the courthouse were suspended once the court shut down, the DVP quickly moved off site and continues to provide assistance with Domestic Violence and Elder Abuse restraining orders both remotely, and in person. The paralegal and attorney funded continue to work full time assisting victims.
- Yes, the clinic was required to suspend its services on March 17, 2020 after the first Shelter In Place Order was issued.
- Yes. Our Project is courthouse-based and our courthouse has been closed due to Covid-19 and so we have not been able to provide services. As of today, the court will remain closed until at least June 10.
- Yes, on March 17th Alameda County's Shelter in Place Order went into effect and the Family Court closed to the public, suspending all hearings and court filings. The Court's closure to the public has been extended through May 29th, as of April 20th the court is holding a limited number of Request for Order hearings remotely but has not authorized any remote family law status conferences. The Family Law Status Conference clinic has been suspended since March 17th as the department the clinic takes place in has been closed since that date.
- Yes, this project provides in-person services at the SF Superior Court's ACCESS Center, which has been closed and unavailable to self-represented litigants since March 16, 2020, due to the current city-wide Shelter in Place order.
- Yes. Due to the pandemic, the physical clinic was forced to close in mid-March because the courthouse largely closed to the public. However, we quickly set up a virtual clinic where litigants could call into a hotline and receive a call back to be screened for assistance. Since then, we have been serving litigants remotely.
- CCLS has been unable to operate the guardianship workshop since Shelter-in-Place (SIP) orders were adopted and after the court closed the courthouse to the general public. As the courthouse is the site for the project, as required by the grant agreement, CCLS has not conducted any in-person workshops since on or about March 6, 2020, a total of six missed workshops. Further, CCLS has not been able to achieve its one-to-one deliverables since approximately 95% of such matters were referrals from court clerks or individuals attending the in-person clinic.
- The clinic had had to reduce services because the Court is closed.
- We had to stop in-person service, but service is ongoing remotely. The law library and court jury room where our LRC attorney works are both closed.
- Yes. The six courts that we work with closed in-house self help services. However, we continued operations remotely without a suspension of services.
- Yes. Due to the San Diego Superior Court's reduction in services and the closure of one-site courthouse clinic assistance, LASSD has suspended direct on-site services. The Court currently is not accepting any civil filings including name and gender change petitions. LASSD is offering remote services to help litigants by providing information and form assistance by phone and email. While a litigant will not be able to file the paperwork until the court allows for civil filings, by assisting litigants

in the interim, we can avoid some of the surge we expect once the court allows for such filings. LASSD is also working on plans to provide both in-person assistance once the Court has reopened and remote assistance for those who cannot avail themselves of in-person clinic services due to age or other vulnerabilities.

- Yes, this clinic was previously offered at the courthouse and was suspended when the courthouse closed through the beginning of May. It has now reopened on a remote basis to provide services for emergency matters only, since the court is only accepting ex parte requests at this time.
- We are unable to hold our weekly workshops and to assist people in person at the day of court set for pro per litigants. We have changed our model to continue to provide services as described below.
- This is the first year of this partnership. We spent the first quarter preparing our volunteer training, preparing templates and handouts, recruiting volunteers and did our training on Feb. 28th. We were in the process of scheduling our workshops and working with the court to set pro per day of court when this all hit.
- Services were suspended when the court closed on or about March 19, 2020
- Reduction in services due to limited access to court.
- Yes, the clinic was suspended.
- Yes, this project provides in-person services at the SF Superior Court's ACCESS Center, which has been closed and unavailable to self-represented litigants since March 16, 2020, due to the current city-wide Shelter in Place order.
- No
- Yes-LSNC suspended the Guardianship Clinic for two months, but continued offering small claims and Shriver housing court self-help hours, as explained below. The Court stopped hearing Guardianship matters, except for cases involving exigent circumstances, on March 17 and the Court will resume hearing them after May 4.
- Clinic locations in courthouses were closed. However services continued to be provided in a work from home/no contact model.
- On or about March 18, 2020, the City of Fresno implemented a voluntary Shelter-in-Place (SIP) policy. The next day, the Governor for the State of California imposed a statewide SIP policy. As a result, the Fresno County Superior Court limited public access to the civil courthouse. Thereafter, the Judicial Council granted the Fresno Superior Court's request to close the courthouse, except for essential legal matters. Initially, public access into the courthouse was limited by court officers. Thereafter, the court eliminated all public access into the courthouse and suspended clinics held in the courthouse. As a result, and because of CCLS's own SIP policies, CCLS has not been able to hold any tenant/landlord clinics at the courthouse, which is the location where this specific clinic project is operated by CCLS.
- Yes, Currently, the Torrance Self Help Center ("Center") remains closed to protect the public and staff from the recent COVID-19 disease outbreak. During this time, the Center is operating an emergency hotline to provide remote telephonic assistance to self-represented litigants. However, due to the closure, there has been a significant reduction in the number of litigants seeking services.
- Suspended services due to court closure; however, we are accepting referrals.
- On or about March 19, 2020, the Governor for the State of California imposed a statewide Shelter-in-Place (SIP) policy. As a result, the Tulare County Superior Court limited public access to the civil courthouse and closed the facilitator's office, where the project was to be conducted. As a result, and because of CCLS's own SIP policies, CCLS has not conducted any in-person clinics at the facilitator's office, which is the location where this specific clinic project is operated by CCLS. The project was being implemented when the SIP policies were enacted, along with the Court closure. As a result, in-person clinics were suspended until it is safe to resume such clinics.
- In-person workshops were suspended.
- Yes. Due to the San Diego Superior Court's reduction in services and the closure of one-site

courthouse clinic assistance, LASSD has suspended on-site clinic services. The Court currently is not accepting civil filings including Unlawful Detainer Answers or Complaints. The court is allowing for litigants to file Ex Parte Stay of Execution of Judgment/Lockout. LASSD created sample Ex Parte forms and directions which the clerks can provide litigants at the courthouse. The project is also providing services in relation to filing Ex Parte over the phone and by email.

- Suspend

Q8: Has this clinic had to change its service delivery model? If yes, please explain:

- Yes, we moved to a remote service model to interview and prepare the paperwork - - we have used phone calls and videoconferencing to interact with litigants.
- Yes. Services are less involved as the workshop model that we originally implemented. We are providing general information by phone.
- Yes.
- Yes. We now offer the clinic remotely; we take referrals from the Court Self Help Center.
- Yes; the Court is now advising litigants/has posted signs directing litigants to contact Legal Aid's Hotline and Self-Help numbers.
- Yes, the clinic previously assisted clients at the courthouse on a first come, first serve basis. Now, interested litigants who learn of our clinic through the court or social workers can leave a voicemail at our office or send a message to a designated e-mail address to request services. Services are offered on a remote basis over phone, Zoom, or e-mail.
- Yes; the Court has been directing litigants to call CLA SoCal's Hotline; however, we are working with Court staff to develop new service delivery models.
- Yes, the Project had to move offsite once the court closed down. A hotline was set up and referrals are being made directly from the courthouse to the hotline. Paralegals staff the line and answer questions and do brief intake. A paralegal or attorney calls the victim back and does the preparation of the temporary restraining order. Victims are giving the option of receiving forms for signature via Docusign or coming in person to the office to sign. Restraining Order applications are then faxed to the courthouse for signing by a Judicial Officer. Once done, the court faxes back a copy of the completed order and then arrangements are made for the victim to come and pick up copies from the Project.
- Yes, the clinic had to change its service delivery model. No hearings took place between March 17 and April 17, 2020. On April 20, the Court resumed hearings remotely by telephone or videoconference. The hearings were, and continue to be, limited to emergency hearings and matters filed and scheduled before the March 17, 2020 Court closure. If orders are made and if at least one of the parties is unrepresented, the Court's Self-Help Center staff prepare the Findings and Order After Hearing. Legal Access Alameda staff is in preliminary discussions with Self-Help Center staff on ways to provide some kind of remote services to the self-represented litigants who were being served by this in court clinic during the time the court is closed to the public.
- We have not yet formally changed our service delivery model, however we anticipate needing to do so in order to provide services and are waiting for guidance from our partner court before moving forward. In the meantime, we have made all of our Project information handouts available on our website and have given the link to the Court for their self-help staff (now serving people by telephone) to either use themselves or to give out to litigants seeking information. We also provide legal information and referrals to social services via email and/or phone to litigants who are contacting us electronically to apply for Shriver services.
- Yes, from March 17th to April 17th, no family law hearings were held in Alameda County Superior Court departments. As of April 20th, the court begun holding limited remote family law hearings for emergency issues only over video conference. While Alameda County has (and is) continuing to expand the number of remote hearings held, the court has not authorized any remote family law status conferences. Legal Access Alameda staff is in preliminary discussions with Self-Help Center staff on ways to provide some kind of remote services to the self-represented litigants who were being served by this in court clinic during the time the court is closed to the public.
- Yes, with the ACCESS Center closed for more than a month, this project has been forced to suspend services entirely. We anticipate that the ACCESS Center will reopen by the end of May 2020, at which point, services will resume in full.
- Yes, as described above, we are currently operating a remote clinic where litigants contact us by

leaving a message on our hotline and a staff person is assigned to call the litigant back. We are able assist litigants by preparing the necessary pleadings and then forwarding the pleadings, either by mail or electronically to the litigants for signature. The litigant then files their pleadings at Stanley Mosk Courthouse in the clerks' dropbox.

- No. There has been no change to the delivery model, as the delivery of clinic project services cannot occur while the court has suspended all clinic projects conducted at the courthouse.
- The Clinic operates primarily by assisting landlords and tenants in one-on-one information meetings. There are often multiple landlords and tenants in the same open office area. This service model has not been possible since social distancing, stay-at-home, and then Court closures took effect. Currently, the Clinic only offers assistance by phone, email and mail. Prior to COVID-19 restrictions, the Clinic was a nearly 100% in-person service model.
- Yes. The LRC attorney is now assisting customers by phone and email.
- Yes. Services are now delivered in response to email and telephone applications, which staff responds to via remotely. We have not been able to provide hard copy pleadings at the court for immediate filing.
- The project is providing services remotely by phone and email. A litigant can call the self-help phone line or ask for services through LASSD's website. The litigant can receive information about the process and when requested, assistance to complete court forms which will be sent electronically or by regular mail to the litigant.
- Yes, the clinic previously assisted clients at the courthouse on a first come, first serve basis and assisted 25-30 people per week. Now, interested litigants can leave a voicemail at our office or send a message to a designated e-mail address to request services. Services are offered on a remote basis over phone, Zoom, or e-mail.
- Yes, the self-help center is not physically open and the court is holding virtual hearings so we are unable to provide in person service. We are providing one-on-one assistance remotely. We do not have information about when in-person hearings will be held and have been advised to expect changes to the way the court does business moving forward. We have been mailing documents to litigants who do not have the ability to download them. We have also been reviewing the court's calendar and reaching out to pro per litigants to advise them about the virtual hearings, changes to local rules, etc. We have created new handouts to assist the litigants and created a new ex-parte petition to extend temporary guardianships that our court is requiring.
- Yes, we are working to start remote services through phone calls and the Self Help's new LiveChat option. We will also be mailing documents to litigants who do not have access to technology.
- Services are being provided by telephone, to extent possible
- Yes. Services are operating remotely through phone and email.
- We are taking calls and referrals but have received few from the court thus far.
- Yes, with the ACCESS Center closed for more than a month, this project has been forced to suspend services entirely. We anticipate that the ACCESS Center will reopen by the end of May 2020, at which point, services will resume in full.
- Yes. The Shriver Self Help Center (SSH) staff are currently working remotely and conducting screens and intakes virtually via email and a hotline number. We continue to prepare Answers in some cases, provide litigants with information on the eviction process, relay updates on hearings based on recently issued orders related to COVID-19 and make referrals to Shriver partners when appropriate for full scope representation. SSH staff have also continued to work with the court clerk to obtain copies of court documents, case information for callers regarding the status of their case and filing documents with the court electronically through our Shriver clerk.
- Yes. The Self-Help Center at the courthouse closed on March 17 and LSNC began remote work on March 16. LSNC holds phone appointments for the small claims clinics instead of meeting with clients

in person at the self-help center of the courthouse. LSNC's housing court self-help attorney fields phone calls from participants referred by the Self-Help Center staff, who maintain a phone-based and email advice line. LSNC had to temporarily stop running the Guardianship Clinic but anticipates offering video conferencing clinics beginning in May, in coordination with the Self-Help Center.

- Yes. Potential clients call in to one of 2 phone numbers and leave a message. All calls are returned within 1-2 days and paralegals qualify clients telephonically. If qualified they are referred to appropriate attorney for consult and preparation of paperwork. Direct courtroom representation has temporarily ceased but will be resumed when hearings resume.
- No. There has been no change to the delivery model, as the delivery of clinic project services cannot occur while the court has suspended all clinic projects conducted at the courthouse.
- Yes, our pre-COVID-19 delivery model relied significantly on workshops and direct, in-person assistance with physical documentation. Due to the quarantine measures in place, the Center services have shifted from direct in-person to telephone and online only.
- Yes. We are not able to provide services at court but are serving clients via email and phone. As the Traffic FLASH Clinic is a drop-in model located at the courthouse, it is difficult to reach that population.
- No.
- Yes; the Court is now advising/has posted signs for litigants to call CLA SoCal hotline and Self-Help numbers for assistance on housing matters
- Yes. The clinic is providing Ex Parte assistance remotely by phone and email. Our website, and informational packets at the courthouse, direct litigants to call LASSD's self-help line or go to our website to request assistance. Information is provided to the litigant and if needed, assistance with Ex Parte and Fee Waiver forms.
- Referrals are being processed individually.

Q9: Has the response to Covid-19 impacted the ability to coordinate with your partner court? If yes, explain:

- Yes, but minimally. We have been working closely with the court, and as issues arose, the court was very helpful in finding solutions. The Family Law Facilitator's Office has been very helpful and cooperative as well. They print out the petitions/paperwork that we prepare and email to the FLF, and they have it ready inside the courthouse for the litigants to sign, and then file. Conversely, the Sheriffs at the various courthouses have sometimes been difficult to deal with in that they on occasion do not allow someone inside to visit the FLF or to file. We had to intervene a number of times.
- No. We have been able to meet and discuss the project.
- No. We have been in contact the Community Court's manager.
- The Court Self-Help Center still refers clients for Consumer Debt Clinic remote services. We cannot offer services on-site.
- No. We remain in contact with Court staff, but the Courthouse remains closed.
- No, we have had fairly good communication with the court.
- No. We have been in contact with the Court's Self-Help Manager and held our quarterly meetings in May.
- No. The court and LACBA DVP has increased its delivery model. While in person services at the courthouse are not being provided, the court is referring those who need assistance to the DVP. The court has set up a dedicated fax line that the DVP sends all of its fax filings too. Communication is ongoing between Project staff and Court staff on a daily basis.
- Yes, somewhat. With the Shelter in Place order and the court closure Legal Access staff have not been able to work as closely and coordinate with the Court. However, Legal Access Alameda staff has still had good communication with the Court staff during the Shelter in Place via email and video calls and are working together to develop a plan for remote services as the court in Alameda County expands the services available in family law.
- Yes. We have been coordinating with our partner court in other areas and offered to reconfigure our service model in response to Covid-19, but as yet have not been coordinating with them specifically regarding this Project.
- Yes, somewhat. With the Shelter in Place order and the court closure Legal Access staff have not been able to work as closely and coordinate with the Court. However, Legal Access Alameda staff has still had good communication with the Court staff during the Shelter in Place via email and video calls and are working together to develop a plan for remote services as the court in Alameda County expands the services available in family law.
- Yes, this project generally provides services in-person at the courthouse, where staff are in continuous contact with court personnel and judges. The closure and suspension of in-person court services has reduced our ability to communicate through usual channels and forced us to move most communications online.
- No, it has not impacted our ability to coordinate with the court. We have been communicating regularly with court staff. We have received regular updates from Kathleen Dixon, the Managing Self-Help Attorney at Stanley Mosk. We have also been in contact with various staff members at the court to make sure that we are up to date regarding current court hearing and filing procedures. Sal Jimenez, the court operations manager, has been able to answer questions we have regarding current court procedures in light of the pandemic.
- Since the court is closed and minimal staff is available (especially now that two staff members have been diagnosed with Covid-19 and the court has sent all employees home for the next few days), it has been difficult to communicate with court staff who are a part of this clinic project. Even before the most recent development, the probate office has operated with limited staffing. Another partner, the law library, is closed. Additionally, the probate department does not answer the telephone. Instead,

we get a message that says to call back at a later time.

- Yes. We informed the Court that we would still assist project participants while working remotely, however, the Court has restricted the public from entering the court building, make it difficult for the Court to assist with directing potential participants to the project
- The court is operating with limiting staffing but our partnership continues. The court had to scramble to get a drop box for pro-per filers in Lompoc.
- No, not significantly. We have been able to coordinate with each court as needed. We attend weekly meetings with the Placer Court remotely.
- No
- No, we have had fairly good communication with the court.
- No. The Self Help Managing Attorney, Legal Access Alameda Managing Attorney and I coordinate via email. Everyone is very responsive. Our probate court is also holding weekly virtual calls to update the Bar about emergency local rules and how to do proceed during this time. We have really appreciated how pro active our court has been. They are prioritizing guardianships and conservatorship in the probate court in recognition that peoples' lives are at issue.
- No. The Self Help Managing Attorney, Legal Access Alameda Managing Attorney and I coordinate via email. Everyone is very responsive. Our probate court is also holding weekly virtual calls to update the Bar about emergency local rules and how to do proceed during this time. We have really appreciated how pro active our court has been. They are prioritizing guardianships and conservatorship in the probate court in recognition that peoples' lives are at issue.
- We continue to have an excellent relationship and communication with our court.
- No.
- Not difficulty coordinating, just the reality of not being able to serve the public well remotely.
- Yes, this project generally provides services in-person at the courthouse, where staff are in continuous contact with court personnel and judges. The closure and suspension of in-person court services has reduced our ability to communicate through usual channels and forced us to move most communications online.
- No.
- No. LSNC has participated in weekly bench/bar meetings with the Court and staff has been in contact with the Self-Help Center attorney to discuss continuing our partnership grant project using phone and video conferencing. The Court has also posted information about reaching the Self-Help Center on its website, and LSNC is working with the Court to ensure self-help litigants can reach project staff to schedule appointments.
- I am still able to communicate with the Probate Attorney by email or telephone but we don't have person to person meetings at this time
- Since the court is closed and minimal staff is available (especially now that two staff members have been diagnosed with Covid-19 and the court has sent all employees home for the next few days), it has been difficult to communicate with court staff who are a part of this clinic project. However, as CCLS has closed its doors to the general public and is, for the most part, working at home, there has not been a pressing need to communicate with court staff.
- No, coordination with the partner court is ongoing and has been invaluable as we navigate how to continue to assist litigants remotely.
- Not really. We are able to community with the Court CEO by phone or email.
- No, the primary contact for the partner court is readily accessible. We therefore have a good ability to coordinate with our partner court.
- No; we remain in contact with Court Self-Help staff, but the Courthouse remains closed.
- No
- Yes, because the Self-Help Center is basically closed and we cannot hold our clinic in the courthouse.

Q10: Has this project been impacted by Covid-19 in other ways besides courthouse-related issues? If yes, explain:

- Yes, numbers are down. Also, people who seek help often are not available again if they must get off the initial call. Some do not have cell phones or another way to be reached again. It is very difficult to advise and prepare people over the phone. Completing Restr Orders takes triple the time versus in-person assistance; and some people do not have the time, or the patience, or the understanding to go through with the process, although it is evident that they need the RO.
- No.
- Currently it has mostly been impacted by the Court closures, filing moratorium, and remote work.
- We anticipate a surge in client volume once shelter-in-place is lifted and the Court fully re-opens.. However, fewer clients are seeking consumer debt services at this time.
- Yes; the Court's moratorium on filings for consumer debt have impacted the workshop.
- No, because the dependency courtrooms are still open and social workers are still working with families, we have not seen Covid-19-related impact. Additionally, because the clinic just started January 2020 and it took time to get the word out to interested community partners, we are actually providing more services now than we did previously. We believe this increase is a function of community engagement, rather than a result of Covid-19.
- Currently it has mostly been impacted by the Court closures, filing moratorium, and remote work.
- The DVP has had to quickly adapt to providing services in a different way. Expenses have been incurred which were not in the original budget. Hotlines, fax lines, and new equipment was purchased in order to continue to provide services to victims of domestic violence.
- Yes, all staff is now telecommuting under the Alameda County shelter in place order. Additionally, we expect some litigants will not appear for hearings when the court does reopen or expands virtual court appearances for a number of reasons: many people may have moved, had their phones disconnected, do not have the technological capability for a remote hearing, or have ongoing childcare needs that do allow for court appearances.
- No.
- Yes, all staff is now telecommuting under the Alameda County shelter in place order. Additionally, we expect some litigants will not appear for hearings when the court does reopen or expands virtual court appearances for a number of reasons: many people may have moved, had their phones disconnected, do not have the technological capability for a remote hearing, or have ongoing childcare needs that do allow for court appearances.
- No, the impact on services has been entirely related to the ACCESS Center's refusal to open at all to the public, not just for appointments, but also for phone calls and emails.
- Yes, as all our staff is now working from home, often without access to printers, we have had to think creatively about how to prepare pleadings. We have incorporated technology, using e-signatures and email, far more than previously with great success.
- CCLS is not receiving any one-to-one client referrals from the court clerk, which is the predominant method of obtaining such referrals (95% of CCLS's referrals before Covid-19). Further, all hearings have been continued, except for emergency hearings. This has impacted the number of people needing services since their documents will not be filed unless there is an emergency. Without an emergency, people do not feel compelled to handle matters presently.
- Yes. With evictions on hold in California, we have seen a drop in potential participants seeking assistance. However, we expect a substantial surget in demand once the Court reopens and unlawful detainer cases are accepted for filing.
- We are reimbursing staff for expenses related to home office use (cell phones/home computers etc). Also, we had budget for training that will likely not be fully spent.

- No.
- No
- We are receiving significantly less interest in services, but the cause is likely due to a number of factors: no physical presence at courthouse, courthouse hearings continued, courthouse only accepting ex parte matters, litigants have other concerns in their lives to address, etc.
- We are working to determine how we can properly supervise volunteers remotely. Many of our volunteers have been busy trying to adjust their own practices during this period. Moving forward, we may need to change our in-person training to a webinar and have to figure out how to virtually supervise them.
- We are working to determine how we can properly supervise volunteers remotely. This is a new program so we do not have seasoned volunteers who we have worked with before. Many of our volunteers have been busy trying to adjust their own practices during this period. Moving forward, we may need to change our in-person training to a webinar and have to figure out how to virtually supervise them.
- GBLA advocates have been working remotely from home. Telephone consultation has been provided, but no in person services at either the court or the office.
- Yes, limited UD filings based on Los Angeles Superior Court's orders under Covid.
- Not particularly.
- No, the impact on services has been entirely related to the ACCESS Center's refusal to open at all to the public, not just for appointments, but also for phone calls and emails.
- While SSH continues to make full scope referrals to our Shriver partners, there has been some reduction in the number of callers requesting assistance with an Answer which has resulted in a lower number of cases that can be referred for representation at their hearings. For example during this period, we have observed an increased number of pro per litigants seeking assistance with illegal lockouts, unscrupulous practices by landlords, defaults and misinformation about tenant's options if they are unable to pay their rent as a result of COVID-19. To address these concerns, we intend to temporarily modify our eligibility guidelines to assist all litigants who contact Shriver regarding their housing matter, regardless of whether or not the opposing party is represented.
- LSNC is not utilizing volunteer attorneys while working remotely.
- Delayed filings, delays in court rulings. Probate accounting classes are not being held but potential clients who sign up for them are being individually contacted and services provided, mostly by the class instructor. Zoom conferences are being considered for those as well. However clients who attend these classes usually bring a great deal of paperwork to fill out which the instructor reviews and helps with. This would be difficult in a Zoom type setting.
- CCLS has implemented its own SIP policy and has also suspended all in-person clinics. This has not been an issue since the Judicial Council issued emergency orders directing that a summons not be issued except of limited circumstances. As responses to unlawful detainers are not necessary until 90 days after the state of emergency is lifted, the need for UD assistance for landlords and tenants is minimal at this time.
- Yes, as the State Courts stepped in to provide relief to tenants by not allowing summonses to be issued and different types of moratoriums when there is a COVID-19 reason for not paying rent, the number of unlawful detainer litigants has dropped. Additionally, court orders are only allowing a limited number of cases and/or hearing to take place in the family law area so we are seeing unable to assist litigants who may have custody issues unrelated to restraining orders. These issues have impacted the number of litigants seeking assistance from our self help staff remotely.
- The shelter-in-place order has significantly impacted the project as work basically came to a halt once we had to work remotely. Our project primarily operates in a face-to-face, very public format-dependent on the court being open.

- CCLS has implemented its own SIP policy and has also suspended all in-person clinics. This has not been an issue since the Tulare County Superior Court issued orders directing that non-emergency hearing and trials be postponed, except of exceptional circumstances. As responses to unlawful detainers are not necessary until 90 days after the state of emergency is lifted and UD trials are not being heard presently, the need for UD assistance for parties to prepare for a UD trial is minimal to non-existent at the present time.
- Yes, the various city, state, county and Court moratoria on filing and processing of UDs has definitely impacted this workshop.
- No

Q11: For the rest of 2020, do you anticipate or want to change your project's program model? If yes, explain:

- We would like to continue a combination of remote assistance and in-person assistance, once we are allowed back into the courthouse. We might be able to get more volunteers to assist remotely (as they are doing now) after the court opens. Parking near the courthouse is extremely expensive and is a barrier to getting volunteers downtown; and this could be avoided if they could continue to help remotely.
- We may possibly revise our program model pending further instructions from state and county officials regarding safety standards.
- Yes. We have been in touch with the Court's manager, and will check back in June as to how the workshop will move forward.
- We will need to change the project program model if the Self-Help Center does not fully re-open soon. Once open, we may need to adjust client service numbers to align with social distancing protocols and health and safety requirements.
- We do anticipate a change, but have not yet solidified plans with Court staff.
- It is anticipated that we will continue providing remote services at least through June, in lieu of a physical presence at the courthouse.
- Yes. We are working with the OC Court's Self-Help Manager to develop remote workshop models that will likely be in place for the foreseeable future if they are successful.
- Because we are unsure as to when the Superior Court will be back to functioning at full capacity, the DVP is preparing to continue to offer services in the way we have been doing for the past two months. An ideal situation would be to have the option to be in the courthouse and provide services remotely. We find that many of our victims are unable to use technology which is why we must continue to offer some form of in person services whether at the courthouse or at a nearby location with the continuing partnership of the court.
- Anticipated changes for the rest of 2020- When the Court reopens, we anticipate that it will likely not resume its pre-closure capacity of six Pro Per calendars per week because the Court will want to maintain safe social distancing guidelines. If hearings by telephone or videoconference are successful and in use more regularly for SRLs, Legal Access is ready to assist litigants and the Court consistent with the Court's re-opening plans. Legal Access staff is working with our court partners to craft a new (possibly temporary) model to provide services to litigants remotely and within the new systems the Superior Court is permitting.
- As it appears that in-person, court-based legal information will not be useful in the near future, LACLI would be open to formally changing the Project service model in order to provide assistance to the litigants and the court in a way that best suits the court's needs.
- Yes. When the Court reopens, we anticipate that the court will likely not resume its pre-closure calendar sizes to adhere to safe social distancing practices. Previously all service were provided in person with staff and volunteers meeting one-on-one with self-represented litigants, and found attempts to assist litigants over CourtCall were inefficient and not effective. Legal Access staff is working with our court partners to craft a new (possibly temporary) model to provide services to litigants remotely and within the new systems the Superior Court is permitting.
- No, we expect the San Francisco Superior Court to resume normal operations by the end of May 2020, at which point JDC's project services will also resume.
- Yes. As of right now, we do not know when and in what form we will be reopening the physical guardianship clinic. We plan to keep at least some part of the clinic operating remotely for the foreseeable future since it will be difficult to provide for appropriate social distancing in our small clinic space at the courthouse. If some of the Covid-related court restrictions are eased, we plan to start a gradual reopening by providing a dropbox at the physical clinic for litigants to leave copies of their

notice documents so that we can help them to prepare their forms. We also plan to engage with the court to see if there are opportunities to make a physical clinic workable, either by obtaining a larger space for the clinic or by installing a window with a barrier so that we may assist clients without them coming into the small clinic space.

- Changes to the model will likely mirror recommendations issued by health officials. There will likely need to be social distancing and fewer people in clinic sessions as the clinic room is small. CCLS is currently exploring how this project can be done remotely by Zoom, Microsoft Teams or some other form of remote service. There may also be a need to implement appointments to keep the number of people at the clinics to a minimal number. CCLS is also exploring the increased use of social media to connect with eligible clients in need of guardianship assistance.
- Possibly. Depending on whether social distancing restrictions remain in force, we could offer the Clinic more days per week, with fewer hours each day to stagger participants. Other options may become necessary depending on the Court and other factors.
- We will continue service by phone as long as remote work is in the best interest of our staff and customer safety.
- No. Our remote service model has been successful, and we hope to return to the court houses when they reopen.
- Yes. The clinic, when possible and safe, will open for on-site services at the courthouse with special procedures for social distancing to keep both project staff and litigants safe. However, the clinic will also continue to provide remote services to litigants with age or other vulnerabilities that cannot or should not access services on-site. In this way, the program model will shift from only in-person services to a hybrid model.
- It is anticipated that we will continue providing remote services at least through June, in lieu of a physical presence at the courthouse.
- Yes, we will continue to work together to adapt to the changing landscape. We will provide remote services via phone or the self-help's new LiveChat option. We will continue to create templates to adapt to the court's changing requirements. We will mail more documents out to litigants who do not have computer access. We continue to work on the volunteer piece and will be curious to hear how others are adapting.
- Yes, we will continue to work together to adapt to the changing landscape. We will provide remote services via phone or the self-help's new LiveChat option. We will continue to create templates to adapt to the court's changing requirements. We will mail more documents out to litigants who do not have computer access. We continue to work on the volunteer piece and will be curious to hear how others are adapting.
- We are not able to fully respond to this question until we know when the court will open to the public. At this time the main change is that services are being provided by telephone rather than in person and not at the courthouse.
- We will continue remote operations and anticipate getting access to court to resume operations.
- If it appears the stay at home requirement will be extended significantly beyond May, then the court and HERA will need to work together to change the program model.
- No, we expect the San Francisco Superior Court to resume normal operations by the end of May 2020, at which point JDC's project services will also resume.
- Yes. We would like to continue to provide services through this revised model at least through the end of 2020 to ensure we are able to expand our capacity to meet what we expect will be an increased number of pro per litigants that need housing assistance pre and post litigation (i.e. notices, default, UD's etc)
- Yes. The Court will begin hearing regular civil matters again on May 4, but only by Zoom remote appearances except in exigent circumstances. The Court has not re-opened the Self-Help Center, and

we are in communication with the Court about continuing to offer the Partnership Grant project services remotely through phone and video conferencing through the end of 2020. LSNC will still offer individual appointments to small claims litigants twice a week and small claims litigants may also call LSNC 's self-help attorney on Fridays during the regularly scheduled small claims clinic. LSNC will explore offering Guardianship Clinics remotely twice a month, but LSNC may reduce the Clinic offerings to once a month, depending on the demand. LSNC will continue to offer Shriver housing court self-help hours via telephone instead of in person.

- We anticipate that even if we are able to reopen clinics inside the courthouse with social distancing rules, we will continue the current model as well providing telephonic and computer based services to clients.
- Changes to the model will likely mirror recommendations issued by health officials. There will likely need to be social distancing and fewer people in clinic sessions as the clinic room is small. CCLS is currently exploring how this project can be done remotely by Zoom, Microsoft Teams or some other form of remote service. There may also be a need to implement appointments to keep the number of people at the clinics to a minimal number.
- Yes, as courts re-open with social distancing requirements, we expect to return to providing in-person services at a reduced capacity, but hope to compensate through technological alternatives where feasible. We expect to continue providing telephone based services. Workshops will continue to be postponed.
- It is too early to tell yet but we anticipate having to rethink procedural changes in regards to social distancing/having protective equipment etc. in order to ensure the safety of our staff and clients. We will not know what that looks like until the court opens back up and what requirements will be after the SIP.
- Changes to the model will likely mirror recommendations issued by health officials. There will likely need to be social distancing and fewer people in clinic sessions as the clinic room is small. CCLS is currently exploring how this project can be done remotely by Zoom, Microsoft Teams or some other form of remote service. There may also be a need to implement appointments to keep the number of people at the clinics to a minimal number.
- We do anticipate a change, but have not yet solidified plans with Court staff. We are working to schedule a quarterly meeting with Court staff to chart a course forward upon the Court's opening and as we move forward.
- Yes. Once the court allows for civil filings, the project will be returning to offer services in connection with UD answers and complaints. The project will provide services both remotely (to those with age or other vulnerabilities) and in-person with special procedures for social distancing to keep both project staff and litigants safe.
- It depends on when we can have a clinic in the courthouse again.

Q12: Do you anticipate that this project will still have unspent Partnership Grant funds at the end of 2020?

No	15
Yes, we anticipate that less than 10% of the grant will be unspent	6
Yes, we anticipate that between 10% and 25% of the grant will be unspent	9
Yes, we anticipate that between 25% and 50% of the grant will be unspent	3
Yes, we anticipate that more than 50% of the grant will be unspent	2

Q13: Did this project apply for continuation Partnership Grant funding for 2021?

Yes	30
No	6

Q14: Please provide any additional comments that will help the Judicial Council and State Bar determine how best to support the Partnership Grants community through this time of crisis and closures.

- We are so fortunate in San Diego to have such a wonderful Court and courthouse staff; they WANT to solve problems, and that makes things so much easier.
- We anticipate that demand for these services will increase given the widespread economic impacts of Covid-19. This project will be essential to serving the community.
- We appreciate any flexibility that the Judicial Council and State Bar can provide due to COVID-19. If we physically return to the Community Court, we anticipate that there will be a significant reduction in numbers of litigants served by the end of the year due to county, state and Court social distancing rules.
- Difficult to respond to question 12. Our staff is available for the weekly clinic, receiving referrals from the Self Help Center, and offering the consumer services remotely (albeit with a reduced number of clients). At present, we are continuing the work in a manner we believe is acceptable to the Partnership Grant Fund.
- We appreciate any flexibility that the Judicial Council and State Bar can provide due to COVID-19. We anticipate a return to the Court in late June or early July based on the Court's representation that it will reopen on June 22, but have not yet finalized plans. We also anticipate that there will be a significant reduction in numbers of litigants served by the end of the year due to county, state and Court social distancing rules.
- Assistance informing litigants that clinic services are still available on a remote basis would be helpful.
- We appreciate any flexibility that the Judicial Council and State Bar can provide due to COVID-19. We will be charting new territory with online workshops, and while the task is daunting to develop these quickly and remotely, we are excited about the innovation - but will need guidance from the State Bar as to how we evaluate and report in this new ecosystem. If we return to the Central Justice Center, we anticipate that there will be a significant reduction in numbers of litigants served by the end of the year due to county, state and Court social distancing rules.
- LACBA DVP continues to function with the funding provided by the Partnership Grant. This year will bring challenges as we all begin to adapt. Domestic Violence is increasing and victims need to be aware there is assistance for them. We anticipate greater expenses as we take on this new "normal." We have already seen an increase in expenses as we begin to offer remote services while still assisting victims of violence at the same level as we did before. At the current time, we are the only court based agency (to our knowledge) still providing some form of in person services (at a nearby offsite location), while still maintaining social distance guidelines. This is a valuable tool since many of our victims cannot use the technology that others have become accustomed to and assisting them remotely becomes a challenge. We continue to offer potentially lifesaving assistance to those in need.
- N/A
- Not presently.
- Flexibility may be needed for the rest of 2020, and into 2021 if Elder Law & Advocacy is allowed to continue the project into a sixth year. Many clients are elderly, and special considerations and accommodations may need to be made for an age group which is particularly susceptible to COVID-19. For example, this group may need to come to the clinic on special days and times to reduce their exposure. This in turn, could reduce the number of clients overall that the Clinic is able to serve.
- We may benefit from flexibility in amending our budget and service projections.
- We anticipate that there will be a need ongoing to provide both in person and remote services due to social distancing requirements, limited space at the courthouses to accommodate these requirements, and those who are more vulnerable to the coronavirus who do not want to expose themselves to more

risk in a public clinic setting wanting services to be provided remotely. Increased Partnership funding will be needed to help provide more supervision and technology to help coordinate volunteers and staff in providing these services remotely.

- Assistance informing litigants that clinic services are still available on a remote basis would be very helpful.
- While our court has been extremely pro active trying to adapt to the new situation, many of the solutions envision litigants have access to technology. This grant allows us to reach low-income litigants through phone calls and mailings who would otherwise be unable to navigate the system. These grants are even more important at a time like this and we appreciate your support!
- These grants are even more critical during this time as they allow us to assist low income litigants who would otherwise not have access to assistance. Many of the court's adaptations anticipate access to technology that low income litigants may not have. We appreciate this support!
- We anticipate an unusually high demand for UD services in the latter half of the year given the orders by the court and the Judicial Council. These funds will be critical to address the needs of the community.
- N/A
- We are continuing to talk with the Court about how to safely provide self-help services for our grant-funded projects.
- The challenge of this crisis is to use maximum flexibility and new ideas to be able to continue to provide maximum if not more service. I find as executive director that many of those ideas come from employees. Likewise I would request all parties listen to all potential fixes and new ideas for old business models. With a little ingenuity and the will to continue I believe we all can succeed in continuing to provide high quality legal services considering our physical handicaps. Perhaps we can even move forward with better ideas for the future. At RLA we are constantly updating our service/business model and those updates have accelerated into hyperdrive out of necessity in the current pandemic
- CCLS asks that the Fresno County Superior Court be encouraged to implement the usage of video conferencing and/or remote accessing for this clinic project.
- We expect to spend the funds since our staff member funded by the Partnership Grant has continued to work remotely. The Center anticipates that many litigants have largely delayed seeking legal assistance due to COVID-19 and the stay at home orders. We expect a high volume of need in the initial weeks after the court opens, as there will be a backlog of litigants that will require assistance as courts resume operations.
- It is really difficult to predict what will occur once the SIP is lifted. Once the court opens back up, we do anticipate there will be a flood of cases that will be scheduled and a high volume of need initially. However, we will need to balance that with ensuring the safety of our front-line staff and clients. I think it's critical to support organizations in developing plans that prioritize staff safety.
- None currently.
- We appreciate any flexibility that the Judicial Council and State Bar can provide, given not only the unprecedented closures, but also the rapid changes in rules governing landlord-tenant law and uncertainty about future operations. We anticipate a return to the Court in late June or early July based on the Court's representation that it will reopen on June 22, but have not yet finalized plans. We also anticipate that there will be a significant reduction in numbers of litigants served due to county, state and Court social distancing rules.
- We anticipate that there will be a need ongoing to provide both in person and remote services due to social distancing requirements, limited space at the courthouses to accommodate these requirements, and those who are more vulnerable to the coronavirus who do not want to expose themselves to more risk in a public clinic setting wanting services to be provided remotely. Increased Partnership funding

will be needed to help provide more supervision and technology to help coordinate volunteers and staff in providing these services remotely.

- It is impossible to say at this point whether we will have unspent funds.