



**Grant Year:** 2023

**Due Date:** March 18, 2022 5:00pm PST

**Prepared by:** Ms. Nancy Bigelow

**Email:** [nmbigelow@icls.org](mailto:nmbigelow@icls.org)

**Contact Phone:** 951-368-2538

**Funding Opportunity:** Partnership Grants

**Project Title:** Consumer Rights Clinic EXPANSION

**Program Name:** Inland Counties Legal Services

**Applicant Title:** Grants & Compliance Manager

**Address:** 1040 Iowa Avenue Suite 106

**City:** Riverside

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

Respond to the questions as concisely and completely as possible. All responses must be self-contained and should only refer to materials uploaded with this proposal.

**1. Application Contact:** Nancy Munoz  
Bigelow

**Job Title:** Grants & Compliance  
Manager

**Email:** [nmbigelow@icls.org](mailto:nmbigelow@icls.org)

**Telephone:** 9513682538

**2. Total Amount** \$151,000  
**Requested:**

Request project amounts  
divisible evenly by \$1,000.

### 3. Partner Court(s)



Superior Court of California, County of San Bernardino (existing partner)  
Superior Court of California, County of Riverside (new partner)

**4. County(ies) Served by  
this Project:**

**County(ies) Served by this Project**

Riverside

San Bernardino

**5. Substantive Area(s)**

Consumer/Finance

**6. Is the project currently funded by a Partnership Grant?**

Yes

**a. Select Project for 2022 - Consumer Rights Clinic  
Refunding:**

**b. Number of years 2  
funded:**



c. For projects more than 5 years, does this project have any significant changes, such as change to location of host court or substantive focus that it should be considered new or not currently funded?:

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 significant change to its substantive focus.

**If yes, describe:** This project is less than 5 years however ICLS proposes to significantly expand the project. Currently the Consumer Rights Clinic operates in partnership with the San Bernardino Court. For 2023 ICLS wants to expand the project and include along with the San Bernardino Superior Court the Riverside Superior Court.

## 7. Project Abstract

Provide a brief summary of 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. Detailed information regarding these areas will be provided in Form B – Project Description. (250 word limit)



Currently the Consumer Rights Clinic (“CRC”) is a successful partnership between ICLS and the San Bernardino Superior Court providing legal assistance to unrepresented indigent consumers with debt collection lawsuits.

This application expands the project to the Riverside Superior Court.

The project will fund an attorney, a paralegal, and a legal secretary and builds upon a document automation application (created for the project with non Partnership funding) that allows consumers to respond, propound discovery, and attempt settlement with opposing counsel. All documents produced are reviewed by an attorney.

As public health restrictions allow, the San Bernardino Superior Court (at the Justice Center, Central District) and the Riverside Superior Court (at the Riverside Self Help Center) will provide space for ICLS to operate and make referrals to the Clinic.

Staff will serve pro se defendants in the courthouses or virtually on a regular schedule preparing responsive pleadings and settlement offers. Staff will attempt to settle/dismiss cases as soon as possible. The ICLS attorney will not represent the client on the record or appear in court on the clients behalf. Through counsel and advice and document preparation, the goal is to increase access to justice for clients and alleviate the demand on the court’s time by resolving cases expeditiously.

ICLS has mastered the process of working with clients and volunteer attorneys remotely and has the ability to operate remotely at any time when public health restrictions are in effect.

## Form B - Project Description

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### 1. Court Involvement

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A formal letter of support and memorandum of understanding must be uploaded to Form F. See Application Instructions for detailed information about these documents.

#### a. Court Coordination

Describe the current and planned coordination and collaboration on this project with existing court-based services. (250 word limit)



The San Bernardino Superior Court (SBSC) developed and posted on its website a public notice announcing the clinic to the public. SBSC prepared and distributed a press release about the clinic.

ICLS will work with the Riverside Superior Court (RSC) to do the same. As public health restrictions lift the courts the SBSC will offer publicly accessible space in the Justice Center, Central District courthouse for staff to meet with clients. The Riverside Court will offer publicly accessible space at the Riverside Self Help Center. Alternately when public health restrictions are in place clinics will be help virtually.

In 2021 ICLS provided virtual services successfully to SBSC court consumers using Zoom. ICLS has mastered the process of working with clients and volunteer attorneys remotely and has the ability to easily and efficiently operate virtually at any time when public health restrictions are in effect.

Court Name	Branch (If Applicable)	Address	On-Site Days/Hours	Total Hours/Month
Superior Court of California, County of San Bernardino	Justice Center, Central District	247 West Third St., San Bernardino, CA 92415-0210	M/W 9a-1p & 2p-4p	48 hr/mo
Superior Court of California, County of Riverside	Riverside Self Help Center	3535 10th St., Riverside CA 92501	Tu/Th 9a-1p & 2p-4p	48 hr/mo

## c. Facilities & Court Resources

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)

The San Bernardino Superior Court provided space at the Justice Center, Central District for ICLS in the publicly available research rooms in the Civil and Probate Clerks offices. The Court provides desks and electrical outlets. The Court distributes public notices informing consumers of the clinic and how to apply and the Court has posted the notice on its website.

The Riverside Court will provide space at the Riverside Self Help Center and provide desks and electrical outlets. ICLS will work with the court to develop public notices informing consumers of the clinic and how to apply and will also ask that the notice be posted on its website.

ICLS will work with the Riverside Superior Court to obtain use of similar space and resources.



#### d. 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 participate, and any issues currently to be resolved. (250 word limit)

The San Bernardino Superior Court's Chief Executive Officer, Court Counsel (or their designee) meets with ICLS's Consumer Practice Director, the Project Attorney and the Deputy Director of Litigation on a quarterly basis to review and evaluate the progress of the Consumer Rights Clinic. Meetings are scheduled on or about the last Friday of the end of each quarter this year and this will continue throughout 2022.

ICLS will initially meet more frequently and then establish a similar quarterly meeting schedule with the Riverside Superior Court.

#### e. 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)

Each court will provide both historical as well as current data regarding debt collection cases to help evaluate the effectiveness of the Consumer Rights Clinic. The Court may also survey court staff to see if they have any feedback regarding the impact of the clinic on court operations.

ICLS continues to work with Claire Johnson Raba, a research fellow at the University of California Irvine School of Law to collect consumer debt collection lawsuit data and to evaluate the implementation of document assembly services such as ICLS is providing here.

**f. Describe if there are other aspects of court involvement that distinguish this project from other self-help clinics, or any court partnership information not provided above. (250 word limit)**

N/A

## 2. Project Impact

#### a. Program's Qualifications



What is the applicant program's experience providing assistance to self-represented litigants, including court-based services? (250 word limit)

Inland Counties Legal Services ("ICLS") has served indigent and elderly consumers in Riverside and San Bernardino counties since 1958 and is a recipient of federal, state, county and private funds to provide free civil legal assistance to low-income individuals. Offices are located in Riverside, San Bernardino and Ontario.

Current staffing includes 51 attorneys. ICLS operates under a practice group model wherein attorneys work together to provide holistic legal services to clients. Practice groups include: Consumer, Family Law/Domestic Violence, Health Law, Immigration, Public Benefits, Housing, Systemic/Impact Litigation and Intake/Outreach. Client services include advice and counsel, document and pleading preparation, and representation at court and administrative hearings.

ICLS has a coordinated intake system to provide services for the vast geographic area covering the rural and metropolitan areas of San Bernardino and Riverside Counties. Intake is conducted with staff located in each office; via phone; at senior's centers, homeless encampments, domestic violence shelters and at Riverside Family Justice Centers.

ICLS has a long history of operating successful court-based partnership projects since 1999, including a Landlord/Tenant Assistance Project (TLAP) since October 2004 where attorneys conduct intake in court houses and represent eligible clients the same day the trial is held. Attorneys provide advice, settlement negotiation and trial representation. In 2008 TLAP expanded from Riverside County courts to include all San Bernardino courts hearing unlawful detainer cases. Past successful court partnerships have included the Family Law Access Partnership Project with the Riverside Courts (1999–2012) and Proyecto Ayuda Legal Project with the San Bernardino Courts (2003-2014).

## **b. 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)



According to the United States Census Bureau, San Bernardino County has a population of over 2.1 million people. 14.9% of the population in San Bernardino live in poverty. According to the 2021 Court Statistics Report, 21,197 non-unlawful detainer limited jurisdiction court cases were filed in the County of San Bernardino in fiscal year 2019-2020. 22,038 limited non-unlawful detainer limited cases were decided before trial.

Riverside County is a mixed urban/rural area exceeding 7,200 square miles in southern California. 12.5% of the population in Riverside County live in poverty. 23,737 non-unlawful detainer limited jurisdiction court cases were filed in Riverside County in the fiscal year 2019-2020. 24,115 non-unlawful detainer limited cases were decided before trial. Riverside and San Bernardino County are two of the top five most populous counties in California. Fewer than 2% of all Defendants sued in debt collections cases in California have attorney representation and 5% of all Defendants sued represent themselves. Even so most cases proceed by default. In California 2 out of 3 cases result in a default judgment against the Defendant. Furthermore, a ProPublica report shows that debt collection suits disproportionately affect black communities in United States because of the wealth gap between whites and blacks. Securing the advice of an attorney that can negotiate a dismissal of the case is essential to resolving a case in a defendant's favor and providing a source of protection to low-income households burdened by the cycle of poverty.

### c. 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)





ICLS assists pro se indigent consumers sued for debt collection in limited and unlimited civil cases. Legal issues in these cases include whether the client owes the debt, whether the debt collector has standing to collect the debt and whether the debt is time-barred and uncollectable. ICLS does not appear as the counsel of record nor does ICLS represent the client in their court proceedings.

ICLS provides comprehensive legal assistance including counsel and advice, preparation of responsive pleadings, discovery, and initial settlement communication.

These services are provided using document automation tools including HotDocs hosted on Law Help Interactive (LHI) and DocAssemble hosted on AfterPattern.

Consumers may access mobile friendly DocAssemble templates for intake purposes. ICLS staff use HotDocs templates in conjunction with the ICLS LegalServer database to produce responsive pleadings and discovery. ICLS staff attorneys as well as volunteer attorneys negotiate dismissals and settlements, however, attorneys do not appear on the record and do not represent any pro se court consumer in court as part of this project.

#### d. Coordination Efforts

Describe the current and planned coordination and collaboration on this project with other legal services providers, or other community organizations. (250 word limit)

Currently, the Legal Aid Society of San Bernardino (LASSB) refers all San Bernardino Court consumer debt collection cases to the Consumer Rights Clinic. ICLS provides LASSB with materials promoting and informing about the Clinic. ICLS works with the Bar Association Lawyer Referral Services in both San Bernardino and Riverside to ensure that they refer potentially eligible clients to the Consumer Rights Clinic.

Individual Services	Workshops		Self-Help Clinics	
Number of Individuals to be Served	Number of Services	Number of Individuals to be Served	Number of Services	Number of Individuals to be served



**Information on Legal Options**

200	0	0	180	200
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**Information on Court  
Procedures and  
Hearing Preparation**

200	0	0	180	200
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**Document Preparation and Review**

200	0	0	180	200
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**Filing or Service Assistance**

200	0	0	180	200
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**Supervised Settlement Services**

100	0	0	180	100
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**Post-hearing Assistance**

0	0	0	0	0
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<b>Other</b>				
0	0	0	0	0

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**1. Other: N/A**

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



**2. Total Number of 200  
Individual Services:**

Do not include family members and others impacted.

**3. Total Number of 0  
Workshops:**

**4. Total Number of Self- 180  
Help Clinics:**

**5. Format:** Workshops or clinics involve one on one interviews of consumers by ICLS staff paralegals and attorneys and private volunteer attorneys recruited by ICLS.

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)

Paralegals assist clients in completing intake for the clinic. This is done either remotely or in person depending on the client's needs and the courts accessibility. Paralegals use both the DocAssemble templates and ICLS's LegalServer database to complete intake. Paralegals then prepare responsive pleadings for the client using the DocAssemble or HotDocs automated systems, depending on accessibility of the systems for the users.

Attorneys review all documents for completeness, instruct clients in the limited civil litigation process and provide legal advice on how to proceed with their case. Attorneys also write up client circumstances in a Hardship meet and confer letter set to the opposing counsel to attempt dismissal or settlement of the case.

**f. Outreach & Community Engagement**

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**1. Outreach:** (1) The Courts will distribute informational flyers at court locations and on its website.

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

(2) ICLS will promote the Consumer Rights Clinic on its website and social media.

(3) Community partners such as Legal Aid Society of San Bernardino, Inland Empire Latino Lawyers Association and Community Action Partnership of San Bernardino County distribute informational flyers to consumers they serve.

(4) ICLS uses advertising media as funding permits, such as newspaper and radio.

**2. Language Access:** DocAssemble templates will be in both Spanish and English.

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

ICLS uses Boostlingo for all translation needs. This service provides translation in all major languages used in California including ASL.

**3. Outreach Resources:** ICLS is currently using informational notices developed with and distributed by both ICLS and the Court. ICLS is exploring and may develop informational materials for use on social media that might include YouTube videos explaining how the clinic works.

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](http://www.courts.ca.gov). (250 word limit)

### 3. Administration



### a. Grant Year Timetable

For existing and new projects, describe the proposed timetable for the implementation or continued administration of the project by quarter for the grant year. Indicate if any significant changes to existing operations are anticipated. (250 word limit)

- Q1 (January-March):** Set up quarterly meeting schedules with Riverside Superior Court and San Bernardino Superior Court.  
(250 word limit) Develop materials to publicize Consumer Rights Clinic with Riverside Superior Court.  
Meet with Riverside Superior Court staff to inform them about the project.  
Assist at least 50 consumers; approximately 4 consumers per week.
- Q2 (April-June):** Quarterly meetings with Riverside and San Bernardino courts.  
(250 word limit) Assist at least 50 consumers; approximately 4 consumers per week.  
Midyear evaluation of the outcomes of the project to date compared with each courts' data.
- Q3 (July-September):** Quarterly meetings with Riverside and San Bernardino courts.  
(250 word limit) Assist at least 50 consumers; approximately 4 consumers per week.
- Q4 (October-December):** Quarterly meetings with Riverside and San Bernardino courts.  
(250 word limit) Assist at least 50 consumers; approximately 4 consumers per week.  
2023 Year End evaluation of the project outcomes data compared with each courts' data.

### b. Staffing

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)

The clinic will be supervised by Greg Armstrong, Consumer Practice Group Director and Deputy Director of Litigation, Sang Banh.

Direct clinic operations and services will be provided by Nicolas Villa, Attorney II and served by one paralegal. Staff will be supported by a legal secretary.



### c. Supervision of Volunteers

Identify any volunteers to be utilized, their anticipated role, and how they will be trained and supervised. (250 word limit)

ICLS recruits volunteer attorneys through its Community Engagement team. Tori Praul Hedrick, Deputy Director of Community Engagement and Paulette Gran, Pro Bono Coordinator will supervise the selection and assignment of volunteer attorneys. Volunteer attorneys are added to ICLS's case management system (CMS). The project attorney, Nicholas Villa, will schedule volunteer attorneys with clients based on availability. Project managers, Greg Armstrong and Sang Banh, will supervise performance through volunteer onboarding.

### 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)

N/A

### e. Pro Se Document Review

How will the project ensure that documents are completed correctly? Who will conduct the review and when? (250 word limit)

Consumers do not prepare their own documents at this clinic. Rather, ICLS paralegals, attorneys and volunteer attorneys prepare all documents using the automated systems referenced above. All documents prepared are reviewed by an attorney.

Pleading content is largely standardized and was developed with an experienced consumer defense law firm in Temecula, California, Semnar and Hartman.

Final decisions on content in documents is made by attorneys and will is reviewed randomly and periodically by the project attorney and supervising attorneys.

### f. Eligibility for Services



**1. Identify all criteria and guidelines used to establish eligibility for services and how the project screens for eligibility for services.** All applicants for the Consumer Rights Clinic will first be processed by ICLS's Intake Team. The Intake Team will ensure that all applicants are income qualified or age or disability qualified in accordance with Equal Access Fund eligibility requirements under BPC §6213 et. seq. Services will only be provided to pro se applicants with a San Bernardino County or Riverside County Court consumer issue pending.

**(250 word limit):**

**2. Identify any resources or referrals to be provided to litigants who are not eligible for this project's services.** Applicants who do not qualify for services under this project are referred to ICLS's regular Consumer Law Team for relevant services or to the Lawyer Referral Services of San Bernardino and Riverside Counties as most appropriate and depending on resources.

**(250 word limit):**

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

#### **g. Attorney-Client Relationship**

**1. Will this project establish an attorney-client relationship?:** Yes





**2. 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.

#### **h. Impartiality of the Court**

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##### **1. Impartiality of the Court:**

Will this project serve only one party or side of a matter?



**2. 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):** WHICH SIDE AND WHY: Only defendants will be assisted because most plaintiffs are represented by attorneys in these cases and defendants are frequently unrepresented and need this assistance in order to balance the equities in these cases.

**SOCIAL IMPLICATIONS:** Consumer defendants typically lose or are defaulted in debt collection cases due to a lack of resources. This project bridges the access to justice gap by providing them with resources to empower them to resolve these cases on a more equitable basis.

**COURT IMPARTIALITY:** While both courts are supportive of the Consumer Rights Clinic availability to pro se litigants, they do not take any action in court to help the defendant resolve a case in their favor.

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

## 4. Project Budget

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**a. In addition to completing Forms C and D, describe how this project will ensure Partnership Grant funds will only be used to provide services to indigent individuals, as defined by Business & Professions Code Section 6213 (d). If services will be provided to non-indigent persons, identify the non-Partnership Grant funds that will cover this work (250 word limit)**

p/up from 2022

## 5. Continuity Planning

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Refer to RFP requirements regarding funding priorities. Partnership Grant funding is typically terminated after five consecutively funded grant years.

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



ICLS actively seeks additional funding to continue this project including but not limited to the following:

(1) Cy Pres awards. ICLS recently received two Cy Pres awards that specifically targeted consumer issues. ICLS continues to monitor Class Action cases for possible Cy Pres award opportunities.

(2) Federal, State and local funding to alleviate poverty, assist in reentry of former prisoners, homelessness assistance, veteran's assistance.

The Consumer Team will continue to foster relationships with private attorneys and local bar associations to obtain Cy Pres funds. Additionally the Consumer Team will investigate grants for veterans, prison reentry, legal support for individuals who are disabled.

**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)

ICLS will continue looking for additional funding streams in 2022 in addition to the LSC and IOLTA funding that is currently supplementing the project.

**c. Other Efforts**

Describe any other efforts to support continuity planning, such as recruitment of volunteers or pursuing in-kind support (250 word limit)

ICLS, the Consumer Practice Group and the Development Officer will continue exploring all potential funding resources including private donations. Additional support for this project comes from LSC and IOLTA funding. The Consumer Practice Group works with the Deputy Director of Community Involvement for volunteer recruitment.

## 6. 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



## a. Project Services

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### 1. Upload a copy of your most recent Partnership Grant Evaluation

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2021\_ICLS\_Consumer\_Rights\_Clinic\_Evaluation\_FINAL\_SUBMITTED.pdf  
113.8 KB - 03/17/2022 6:13PM

Total Files: 1

### 2. For existing projects, provide a brief summary of services provided 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 in the upcoming grant year?

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ICLS works with Claire Johnson Raba, a research fellow at UCI School of Law who is researching the effectiveness of document automation at increasing consumer's access to competent legal assistance. Ms. Johnson Raba will use law students to assist in evaluating the effectiveness of the document automation tools used in the clinic.

ICLS has conducted the clinic for just over one year and has served 80 clients to date. Benchmarks include: (1) ICLS completed all HotDocs templates prior to opening the clinic in 2021. (2) ICLS began to test and use the DocAssemble templates in January of 2022. (3) From the start of the clinic, ICLS successfully implemented remote services to clients due to COVID restrictions in the San Bernardino Court. (3) In February of 2022 Law Help Interactive (LHI), the service hosting the HotDocs interviews experienced a security breach and was offline for nearly one month. ICLS successfully processed all client templates either manually or using the DocAssemble system.

In the coming year ICLS sees the program growing to include a much higher volume of clients from both San Bernardino and Riverside counties. Also, we anticipate a much larger volume of volunteer attorneys assisting the project in the next year.

## b. Satisfaction Surveys

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

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**Consumer\_Rights\_Clinic\_Survey.pdf**

68.3 KB - 03/17/2022 6:14PM

Total Files: 1

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

- (1) Currently, the project paralegal conducts the survey over zoom with the consumer. ICLS collects applicant smart phone numbers and email addresses as part of the intake process.
- (2) Surveys will be emailed and texted to applicants who give their consent to be contacted in this way.
- (3) Additionally, at the end of the clinic, applicants seen in person will be provided with paper surveys and a postage paid return receipt envelope.
- (4) Ultimately, the survey questions will be incorporated into the Clinic Interview process so that the survey will be completed at the completion of the interview.

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

Outcomes of all Clinic cases are recorded in LegalServer, ICLS's CMS.

Outcomes data will be compared with historical and current data provided by the court to demonstrate the effectiveness of the clinic on positive outcomes for defendants and reduction in court dockets of collection cases.

UCI Law School Consumer Clinic will continue to participate in evaluation of the project and will analyze court data and ICLS data to assess impact.

## Form C - Project Budget

### Program Personnel

Account Title	Proposed Partnership Grant	Other State Bar Monies	Other Funding (Non-State Bar Monies)	Total
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1. Lawyers	\$49,970	\$26,700	\$26,400	\$103,070
2. Paralegals	\$30,400	\$16,900	\$20,300	\$67,600
3. Other Staff	\$2,590	\$1,000	\$1,000	\$4,590
4. SUBTOTAL	\$82,960	\$44,600	\$47,700	\$175,260
5. Employee Benefits	\$25,600	\$13,700	\$14,700	\$54,000
6. TOTAL PROGRAM PERSONNEL	\$108,560	\$58,300	\$62,400	\$229,260

## Program Non-Personnel

Account Title	Proposed Partnership Grant	Other State Bar Monies	Other Funding (Non-State Bar Monies)	Total
7. Space	\$7,310	\$3,910	\$4,270	\$15,490
8. Equipment Rental and Maintenance	\$40	\$20	\$30	\$90
9. Office Supplies	\$1,250	\$670	\$730	\$2,650
10. Printing and Postage	\$110	\$60	\$70	\$240
11. Telecommunications	\$360	\$190	\$210	\$760
12. Technology	\$3,250	\$1,740	\$1,900	\$6,890
13. Program Travel	\$900	\$480	\$530	\$1,910
14. Training	\$430	\$230	\$250	\$910
15. Library	\$290	\$160	\$170	\$620
16. Insurance	\$620	\$330	\$360	\$1,310
17. Evaluation	\$0	\$0	\$0	\$0
18. Contract Service to Clients	\$190	\$100	\$110	\$400
19. Other	\$1,130	\$660	\$720	\$2,510
20. TOTAL PROGRAM NON-PERSONNEL	\$15,880	\$8,550	\$9,350	\$33,780
TOTAL PROGRAM	\$124,440	\$66,850	\$71,750	\$263,040
<b>Administrative and Overhead</b>				
21. Admin Personnel	\$20,820	\$11,130	\$12,160	\$44,110
22. Admin Non-Personnel	\$5,740	\$3,070	\$3,350	\$12,160



TOTAL ADMINISTRATIVE	\$26,560	\$14,200	\$15,510	\$56,270
<b>TOTAL AMOUNT OF FUNDS</b>	\$151,000	\$81,050	\$87,260	\$319,310

## 1. Lawyers

Project Staff (Role)	FTEs - Partnership Grant	FTEs - Other State Bar Monies	FTEs - Other Funding (Non-State Bar Monies)	FTEs Total
Staff Attorney II	0.49	0.25	0.26	1.00
Practice Group Director	0.02	0.02	0.01	0.05
	0.00	0.00	0.00	0.00
TOTAL LAWYERS	0.51	0.27	0.27	1.05

## 2. Paralegals

Project Staff (Role)	FTEs - Partnership Grant	FTEs - Other State Bar Monies	FTEs - Other Funding (Non-State Bar Monies)	FTEs Total
Paralegal	0.45	0.25	0.30	1.00
	0.00	0.00	0.00	0.00
TOTAL PARALEGALS	0.45	0.25	0.30	1.00

## 3. Other Staff

Project Staff (Role)	FTEs - Partnership Grant	FTEs - Other State Bar Monies	FTEs - Other Funding (Non-State Bar Monies)	FTEs Total
Legal secretary	0.05	0.02	0.02	0.09
	0.00	0.00	0.00	0.00
TOTAL OTHER STAFF	0.05	0.02	0.02	0.09
<b>TOTAL PERSONNEL (in FTEs)</b>	1.01	0.54	0.59	2.14

## Form D - Budget Narrative

### Personnel

Account Title	Proposed Partnership Grant	Narrative
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1. Lawyers	49970	Salary for staff responsible for work directly related to the provision of Consumer Rights Clinic Expansion services. Time is charged based upon timekeeping reports and hours/time spent on each grant funding source.
2. Paralegals	30400	Salary for staff responsible for work directly related to the provision of Consumer Rights Clinic Expansion services. Time is charged based upon timekeeping reports and hours/time spent on each grant funding source.
3. Other Staff	2590	Legal Secretary staff assigned to support the attorneys and paralegals working on the Consumer Rights Clinic Expansion grant.
4. SUBTOTAL	<b>82960</b>	
5. Employee Benefits	25600	Pro rata share based upon total salaries of the above personnel for group health, life, dental and vision insurance; payroll taxes; worker's compensation insurance; unemployment insurance and 401(k) retirement contributions; total projected rate of 30.8%.
6. TOTAL PROGRAM PERSONNEL	<b>108560</b>	

## Non-Personnel

Account Title	Proposed Partnership Grant	Narrative
7. Space	7310	Cost of space, utilities and janitorial for the office space occupied by staff assigned to the Consumer Rights Clinic Expansion grant and allocated proportionately.
8. Equipment Rental and Maintenance	40	Cost of rented equipment and maintenance of equipment allocated proportionately to each grant.
9. Office Supplies	1250	Allocated costs related to supplies & equipment used by the advocates and staff funded on the program based upon total estimated costs of the organization.





10. Printing and Postage	110	Estimated direct cost for printing and publications and printed materials needed to complete the proposed project and allocated postage costs proportionately to each grant.
11. Telecommunications	360	Estimated allocation of costs for telephone and lines used to provide services by the FTE funded by the project.
12. Technology	3250	Estimated costs attributed to computer software purchases, subscriptions and updates, internet services and website hosting allocated to the Consumer Rights Clinic Expansion grant.
13. Program Travel	900	Estimated direct expenses for local travel needs of staff directly related to the Consumer Rights Clinic Expansion grant.
14. Training	430	Direct costs of specific training events for staff directly funded by the Consumer Rights Clinic Expansion grant.
15. Library	290	Library costs allocated proportionately to each grant or direct costs specific to the Consumer Rights Clinic Expansion grant.
16. Insurance	620	Costs to cover the liabilities of the FTE funded with the Consumer Rights Clinic Expansion grant. The amount will be allocated based upon total costs to the organization.
17. Evaluation	0	N/A
18. Contract Service to Clients	190	Costs for interpreter services.
19. Other	1130	A proportionate allocation of other expenses for Consumer Rights Clinic Expansion, including technology consulting, software subscriptions, other consulting, document management, security, dues, and advertising.
20. TOTAL PROGRAM NON-PERSONNEL	15880	
<b>Administrative</b>		
21. Admin Personnel	20820	An allocation of joint costs for the time spent by the executive office staff in relation to the Consumer Rights Clinic Expansion grant.



22. Admin Non-Personnel

5740

An allocable share of joint administrative costs based upon expected benefits to the Consumer Rights Clinic Expansion grant.

TOTAL ADMINISTRATIVE

26560

TOTAL AMOUNT OF FUNDS

151000

## Form E - Project Assurances

Download the Assurances document and upload a signed copy below.

Upload PDF Version of  
Signed Assurances  
Document:

**2023\_Project\_Assurance\_35\_Inland\_Counties\_Legal\_Services\_-\_signed.pdf**  
167.3 KB - 03/18/2022 3:44PM

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:

**Form\_F-\_Agreement\_of\_the\_Riverside\_Superior\_Court.pdf**  
68.9 KB - 03/18/2022 3:46PM

**Form\_F-\_Agreement\_of\_the\_San\_Bernardino\_Superior\_Court.pdf**  
70.1 KB - 03/18/2022 3:46PM

Total Files: 2



## 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 one - to - five word file description (note: any type of file may be uploaded).

## Staff Review

---

**Project Budget:** No Revision Required

# 2021 Partnership Grant Evaluation

Grant Type:	Partnership Grants		
Evaluation Year:	2021	Partnership Grant Project:	Consumer Rights Clinic
Partnership Grant Award Amount:	\$92,227		

## Form A - Expenditures

Account Title	Approved Budget	Expenses through 12/31	Unspent Funds
1. Lawyers	\$34,768	\$33,972	\$796
2. Paralegals	\$11,964	\$11,802	\$162
3. Other Staff	\$1,574	\$1,472	\$102
4. SUBTOTAL	\$48,306	\$47,246	\$1,060
5. Employee Benefits	\$14,699	\$14,399	\$300
6.TOTAL PERSONNEL	\$63,005	\$61,645	\$1,360

Account Title	Approved Budget	Expenses through 12/31	Unspent Funds
7. Space	\$5,642	\$4,879	\$763
8. Equipment Rental and Maintenance	\$46	\$59	(\$13)
9. Office Supplies	\$480	\$417	\$63
10. Printing and Postage	\$204	\$164	\$40
11. Telecommunications	\$1,382	\$342	\$1,040
12. Technology	\$2,681	\$2,221	\$460
13. Program Travel	\$160	\$136	\$24
14. Training	\$187	\$244	(\$57)
15. Library	\$650	\$171	\$479
16. Insurance	\$322	\$297	\$25
17. Evaluation	\$0	\$0	\$0
18. Contract Service to Clients	\$372	\$140	\$232
19. Other	\$869	\$2,188	(\$1,319)
20. TOTAL NON-PERSONNEL	\$12,995	\$11,258	\$1,737
ADMINISTRATIVE AND OVERHEAD			
21. Admin Personnel	\$0	\$14,862	(\$14,862)
22. Admin Non-Personnel	\$0	\$4,462	(\$4,462)
TOTAL ADMINISTRATIVE	\$0	\$19,324	(\$19,324)
TOTAL AMOUNT OF FUNDS	\$76,000	\$92,227	(\$16,227)

1.a. Provide an explanation for any discrepancies from your approved budget:

This includes whether you have any unspent funds or if any of the line items in the "Expenses through 12/31" column deviate from your "Approved Budget" column.

Within the personnel category, attorney was \$11,972 over budget while paralegal was \$12,698 under budget. During the year, the project was mainly staffed by 1.0 FTE Attorney II running clinic via zoom.

2.a. Amount approved for carryover: \$0

Note: Grantees with approved carryovers are permitted to spend down their 2021 Partnership Grant awards through June 30, 2022. Additional reporting of these funds will be required in July 2022, which will be communicated to grantees under separate cover.

Form B - Activities

1. Identify the focus area(s) of the project:

Select all that apply.

Consumer/Finance, Income Maintenance

Explain "Other": N/A

2. Demographics

2.a. Did the project seek to serve a particular demographic group? If so, identify the group(s):

Select all that apply.

Low-Income Tenants, Low Wage Workers, Persons of Color, Persons with Physical or Mental Health Disabilities, Re-entry, Refugees & Asylum, Rural, Seniors, Veterans & Active Military

2.a.1. Explain "Other": N/A

2.b. Other than English, in what language(s) were services offered?

Select all that apply.

American Sign Language, Arabic, Eastern Armenian, Western Armenian, Cantonese, Farsi, Hmong, Japanese, Khmer, Korean, Mandarin, Portuguese, Punjabi, Russian, Spanish, Tagalog, Thai, Vietnamese, Other

2.b.1. Explain "Other": ICLS subscribes to a translation service, Boostlingo, which as bi-lingual staff in all of the above listed languages and uses deaf interpreters certified in ASL.

2.b.2. How are language services offered?

Select all that apply.

☒ Bi-lingual and/or multi-lingual staff ☒ Interpreters

☒ Translation Service ☐ Other

☐ N/A

2.b.3. Explain "Other": N/A

2.c. Was there a need for services in additional languages beyond those that the project was able to provide? If so, which ones?

No

### 3. Litigant Assistance

Include any assistance provided through this project to help litigants represent themselves in court, whether in individual or group settings. Totals may reflect overlap in the number of people served.

3.a. Goals and Actuals

For the goal numbers, calculate the total for each column in your 2021 Partnership Grant Application (Form B – Project Description, Question 4. Goals and Objectives).

3.b. Were all goals met?:

☐ Yes

☒ No

1. Goal for total number of workshops provided annually:

Actual total number of workshops provided annually: 0

2. Goal for total number of individuals

Actual total number of individuals served 0

served through workshops annually:

**3. Goal for total number of individuals who received one-on-one services annually (Not including family members and others impacted):**

through workshops annually:

**Actual total number of individuals who received one-on-one services annually:**

80

**3.c. If goals were not met, explain why:**

COVID restrictions that lasted the entire year made it impossible to meet clients at the San Bernardino County Courthouse.

Furthermore, attempts at public education using remote services such as Zoom were poorly attended.

COVID restrictions also impacted ICLS's own policies, restricting staff's ability to go into the community to educate the population about the clinic. All community partners were also impacted by COVID restrictions making in person community education events impossible. They would have been helpful in generating project clients. In the same vein, these restrictions hampered IC'S's ability to recruit volunteer attorneys to assist with the clinic.

Services Provided	Actual	
Group-Setting Services	# of Workshops/Annually	# of Individuals/Annually
Information on Substantive Legal Options	0	0
Information on General Court Processes and Procedure	0	0
Document Preparation or Review	0	0
Trial/Hearing Preparation	0	0
Other	0	0

Individually-Delivered (one-on-one) Services	# of Individuals/Annually
Information on Substantive Legal Options	1
Information on General Court Processes and Procedure	80
Document Preparation or Review	74
Filing Assistance	74
Mediation/Settlement Assistance	74
Trial/Hearing Preparation	74
Post-Trial/Hearing Assistance	80
Other	0

Explain "Other": N/A

#### 4. Referrals

Only report one referral per individual in the first appropriate category on the list. For example, if someone was referred to another legal services provider **and** to a social service agency, indicate the referral on the "Other Provider" line.

Referred To	Number of Individuals Referred
Another legal aid provider	0
Court-based provider of legal information, such as the Family Law Information Center	0
Private Bar (LRS of individual private lawyers not affiliated with program)	0
Provider of human or social services (non-legal)	1
Other source of assistance, none of the above	2
Total Number of Individuals Referred	3

#### 4.b. Why were individuals referred for service elsewhere?

Select all that apply.

Individual was ineligible for services, Individual needed extensive services beyond the scope of the project

Explain "Other": N/A

#### 5. Resource Materials

##### 5.a. Upload materials developed or substantially revised for this project during the grant year.

Include informational or substantive materials for litigants, administrative materials for staff who are assisting on this project, and evaluation or survey materials for use by either litigants or staff.

**220309\_CRC\_Client\_Survey\_Results.xlsx**

29.2 KB - 03/10/2022 3:19PM

**Consumer\_Rights\_Clinic\_Survey.pdf**

68.3 KB - 03/10/2022 3:00PM

Total Files: 2

##### 5.b. Briefly describe each resource material.



Indicate if materials are newly developed or revised, and how many of each were distributed.

The client survey was initially developed in 2020 in anticipation of the start of the clinic in 2021. The survey is distributed to all clients who finish the clinic electronically. It is sent as an email with a link to an Office 365 Form survey. Clients receive it by email and simply answer the questions. Answers are immediately received. All client responses are anonymous.

## 6. COVID-19

### 6.a. How were Partnership Grant project goals and deliverables impacted by COVID-19?

Select all that apply.

- |   |   |
|---|---|
| <input type="checkbox"/> Court/Agency backlog impacting time to obtain outcomes for clients | <input checked="" type="checkbox"/> Decrease in case volume           |
| <input checked="" type="checkbox"/> Decrease in call volume                                 | <input type="checkbox"/> Decrease in # of workshops                   |
| <input type="checkbox"/> Decrease in # of clinics   | <input checked="" type="checkbox"/> Decrease in # of in-person events |
| <input checked="" type="checkbox"/> Decrease in pro bono attorney availability              | <input type="checkbox"/> Increase time spent on cases/client hours    |
| <input checked="" type="checkbox"/> Limited client access to technology                     | <input type="checkbox"/> Offered services in a new substantive area   |
| <input type="checkbox"/> Staffing issues  | <input checked="" type="checkbox"/> Difficulty recruiting volunteers  |
| <input type="checkbox"/> No impact  | <input type="checkbox"/> Other  |

Explain "Other": N/A

## Form C - Evaluation

### 1. How was litigant feedback obtained as part of project evaluation? (Check all that apply)

Select all that apply.

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Case Outcomes | <input checked="" type="checkbox"/> Client Database | <input checked="" type="checkbox"/> Email Inquiries |
|---|---|---|

- ☒ Focus Groups      ☐ Interviews (Phone)      ☐ Interviews (Feedback)
- ☐ Informal Feedback      ☐ Surveys (Mail)      ☐ Surveys (Phone)
- ☐ Surveys (In-Person)      ☒ Surveys (Electronic)      ☐ Meetings (Taskforce/Coalition)
- ☐ Meetings (Court)      ☒ Volunteer Feedback      ☐ Other

Explain "Other": N/A

2. Identify any changes that have been made to the project from the description provided in the approved grant proposal. Describe changes to key project personnel or staff roles, why they were necessary, and the impact of those changes.

No changes have been made.

3. Did project evaluation indicate whether litigants who received services through the project were better able to pursue or conclude their litigation successfully and efficiently, compared to those who did not receive such services? If so, explain.

No

#### 4. Satisfaction Surveys

4.a. Upload a copy of the satisfaction survey used during the grant year.

**220309\_CRC\_Client\_Survey\_Results.xlsx**

29.2 KB - 03/10/2022 4:41PM

**Consumer\_Rights\_Clinic\_Survey.pdf**

68.3 KB - 03/10/2022 3:25PM

Total Files: 2

4.b. How many satisfaction surveys were sent to litigants?

74

4.c. How many satisfaction surveys were received from litigants?

24

4.d. What did the responses reveal about the overall satisfaction of litigants?

Surveys were sent to 74 clients served with a 32% response rate and average satisfaction rating of 9.8 (1 = dissatisfied and 10 = very satisfied).

## 5. Court Partnership

5.a. Explain how project and court staff coordinated services. Describe any operational changes made as a result of that coordination and any anecdotal information or feedback received.

Court staff at the San Bernardino Justice Center were extremely helpful and welcoming of having staff use the public records research room in the courthouse. However, due to COVID restrictions, there has not been a physical presence in the courthouse to date to help clients.

5.b. Briefly describe the court partner meetings. How many meetings were held, who attended them, what topics were generally discussed, and are there any pending issues yet to be resolved?

ICLS's Deputy Director of Litigation, the project manager and the project attorney meet on a quarterly basis with Court managing attorneys to evaluate how the clinic is performing. We review the numbers of clients served and the outcomes of the cases. We also review the court's policy regarding return of consumers to the court for in person service.

There have been four such meetings since the project began. The limited civil presiding judge attended two those meetings and offered support in terms of reaching out to the bar to help recruit volunteer attorneys. ICLS has not yet obtained any new volunteer attorneys from these efforts, however we are grateful for the full support that the court staff, attorneys, and judges have given the project.

## 6. Additional Evaluation Method

6.a. Describe the additional evaluation method that was implemented for this project (e.g. courtroom observations, focus groups, court/case file reviews, time/efficiency studies, economic impact analysis, etc.), the data that was collected and how it was analyzed, and any key findings or lessons learned.

This project borrows from the evaluation of a concurrent technology grant that developed the HotDocs templates used in the clinic. That evaluation included client focus groups. The grant evaluator, Komange, has conducted two focus groups to date. Their report is not due until September 2022, however, Claire Johnson Raba, the DocAssemble developer on this project, observed the focus groups and shares her comments below.

The EAF Partnership Evaluation focus groups held by teleconference on November 3, 2021 and January 31, 2022 consisted of 3-5 individuals who had received assistance from the Consumer Rights Clinic. The focus group evaluators led a guided discussion in which the participants provided feedback on the services received. Participants were generally pleased with the services provided and stated that they were confident in the quality of service received from ICLS. In particular, a number of participants commented on the quick turnaround in assistance when reaching out to ICLS and their satisfaction with the ICLS paralegal in following up by phone, conducting intake, and scheduling the CRC appointment to meet with an attorney. Participants relayed the importance of being able to communicate directly with an attorney or advocate about their case at multiple stages of the litigation process. A few participants commented that while they would have preferred full scope representation, the CRC model gave them confidence to go into court to represent themselves and that they appreciated the component of the clinic that gave them the opportunity to prepare for court appearances in pro per. In general, participants felt that they had good outcomes in their cases and that they would not have been able to obtain a dismissal or reasonable settlement in their cases without the assistance of the CRC in preparing paperwork and assisting with submitting hardship documents to the creditor plaintiff.

Feedback overall was that the unbundled services model of the CRC resulted in consumer satisfaction with the clinic model and with the ICLS staff.

ICLS does not have any materials from the focus groups yet, for the reasons stated above. Komange does not report on its evaluation until September of 2022.

6.b. Upload any materials used for this additional evaluation method.

#### Other Evaluation Materials (Optional)

##### 1. Demographics

In addition to income, which is required by this grant to determine eligibility, the collection of demographic data from litigants served by this project is encouraged to the degree possible, especially as to zip code, age, gender, ethnicity, and primary language including proficiency with English. Upload any materials related to the collection of demographic data and/or analysis of this data.

Application Type: RFP:

# Consumer Rights Clinic

Customer Satisfaction Survey:

NOT CONFIDENTIAL: Your answers are NOT CONFIDENTIAL. Evaluators will use your answers to make the Clinic better. Do not share information that you want to be kept confidential

\* Required

1. How did you learn about Consumer Rights Clinic? \*

☐

Court

☐

ICLS website

☐

Friend/Relative

☐

Other

2. On a scale of 1-10, how easy did ICLS make it to handle your issue? (1 hard, 10 easy) \*

1

☐

2

☐

3

☐

4

☐

5

☐

6

☐

7

☐

8

☐

9

☐

10

☐

3. On a scale of 1-10, did we resolve your issue completely? (1 not at all, 10 completely) \*

1

☐

2

☐

3

☐

4

☐

5

☐

6

☐

7

☐

8

☐

9

☐

10

☐

4. On a scale of 1-10, how would you rate your experience? (1 worst possible, 10 best possible) \*

1	2	3	4	5	6	7	8	9	10
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

5. If you could solve one problem with the clinic, what would it be? \*

6. Is there anything you would like to add? \*

## **PARTNERSHIP GRANTS 2023 PROJECT ASSURANCES**


**Program Name:** Inland Counties Legal Services, Inc.  
**Project Title:** Consumer Rights Clinic EXPANSION

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.


Signed:

  
\_\_\_\_\_  
Darrell Moore (Mar 18, 2022 09:23 PDT)

Executive Director  
Inland Counties Legal Services

Darrell K. Moore, Esq.  
\_\_\_\_\_  
Print Name

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

  
\_\_\_\_\_  
Marvin Powell, Jr. (Mar 17, 2022 18:25 PDT)

Chair (or other officer), Board of Directors  
Inland Counties Legal Services

Marvin Powell, Jr., Board President  
\_\_\_\_\_  
Print Name and Title

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











# 2023 Project Assurance 35 Inland Counties Legal Services

Final Audit Report

2022-03-18

Created:	2022-03-17
By:	Nancy Bigelow (nmbigelow@icls.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxYEHX4DuiqBt7sptrXMSHIqKmWtz9aGa

## "2023 Project Assurance 35 Inland Counties Legal Services" History

-  Document created by Nancy Bigelow (nmbigelow@icls.org)  
2022-03-17 - 9:33:41 PM GMT- IP address: 64.213.81.50
-  Document emailed to Marvin Powell, Jr. (marvinjr@gmail.com) for signature  
2022-03-17 - 9:34:11 PM GMT
-  Email viewed by Marvin Powell, Jr. (marvinjr@gmail.com)  
2022-03-17 - 9:39:47 PM GMT- IP address: 104.62.24.122
-  Document e-signed by Marvin Powell, Jr. (marvinjr@gmail.com)  
Signature Date: 2022-03-18 - 1:25:22 AM GMT - Time Source: server- IP address: 104.62.24.122
-  Document emailed to Darrell Moore (dmoore@icls.org) for signature  
2022-03-18 - 1:25:25 AM GMT
-  Email viewed by Darrell Moore (dmoore@icls.org)  
2022-03-18 - 4:23:28 PM GMT- IP address: 47.150.11.51
-  Document e-signed by Darrell Moore (dmoore@icls.org)  
Signature Date: 2022-03-18 - 4:23:47 PM GMT - Time Source: server- IP address: 47.150.11.51
-  Agreement completed.  
2022-03-18 - 4:23:47 PM GMT

Application Summary

Funding Opportunity: Partnership Grants  
Project Title: Consumer Rights Clinic EXPANSION  
Organization: Inland Counties Legal Services

Partner Court Information	
Presiding Judge	John Monterosso
Court Name	Riverside Superior Court
Address	4050 Main St.
City	Riverside
Country / Province	United States CA
Postal Code	92501
Court Phone	

My court has had an opportunity to review the applicant’s abstract describing proposed services to self-represented litigants in partnership with my court. I fully support the grant proposal as described below:

1. Project Abstract:

## Application Summary

### Funding Opportunity: Partnership Grants Project Title: Consumer Rights Clinic EXPANSION Organization: Inland Counties Legal Services

Currently the Consumer Rights Clinic (“CRC”) is a successful partnership between ICLS and the San Bernardino Superior Court providing legal assistance to unrepresented indigent consumers with debt collection lawsuits.

This application expands the project to the Riverside Superior Court.

The project will fund an attorney, a paralegal, and a legal secretary and builds upon a document automation application (created for the project with non Partnership funding) that allows consumers to respond, propound discovery, and attempt settlement with opposing counsel. All documents produced are reviewed by an attorney.

As public health restrictions allow, the San Bernardino Superior Court (at the Justice Center, Central District) and the Riverside Superior Court (at the Riverside Self Help Center) will provide space for ICLS to operate and make referrals to the Clinic.

Staff will serve pro se defendants in the courthouses or virtually on a regular schedule preparing responsive pleadings and settlement offers. Staff will attempt to settle/dismiss cases as soon as possible. The ICLS attorney will not represent the client on the record or appear in court on the clients behalf. Through counsel and advice and document preparation, the goal is to increase access to justice for clients and alleviate the demand on the court’s time by resolving cases expeditiously.

ICLS has mastered the process of working with clients and volunteer attorneys remotely and has the ability to operate remotely at any time when public health restrictions are in effect.

#### 2. Attorney-Client Relationship:

I understand the applicant plans to establish an attorney-client relationship and has provided the following protocol for conducting conflict checks: ICLS maintains a Case Management System (CMS) that included archival records of all prior clients. This CMS is checked at intake for conflicts of interest by the Intake Team. Suspected conflicts are immediately flagged and reviewed by supervising attorneys on the Intake Team to determine acceptance or rejection. .

#### 3. Impartiality of the court:

## Application Summary

### Funding Opportunity: Partnership Grants

### Project Title: Consumer Rights Clinic EXPANSION

### Organization: Inland Counties Legal Services

Applicant has advised the court of which side will be served and explained the reasons for this decision, the steps taken to explore all implications of the decisions, and to address any risk of impropriety on the court's part as follows: WHICH SIDE AND WHY: Only defendants will be assisted because most plaintiffs are represented by attorneys in these cases and defendants are frequently unrepresented and need this assistance in order to balance the equities in these cases.

SOCIAL IMPLICATIONS: Consumer defendants typically lose or are defaulted in debt collection cases due to a lack of resources. This project bridges the access to justice gap by providing them with resources to empower them to resolve these cases on a more equitable basis.

COURT IMPARTIALITY: While both courts are supportive of the Consumer Rights Clinic availability to pro se litigants, they do not take any action in court to help the defendant resolve a case in their favor.

4. Alternative Services: The applicant has described the methods to be used to screen for subject matter eligibility, and the information and referral options that will be available for litigants who are ineligible for services due to income, subject matter, or residency:

Applicants who do not qualify for services under this project are referred to ICLS's regular Consumer Law Team for relevant services or to the Lawyer Referral Services of San Bernardino and Riverside Counties as most appropriate and depending on resources.

5. Memorandum of Understanding: I understand that, if the project is funded, the court and the applicant will memorialize the details of the partnership in a Memorandum of Understanding(MOU), which will reflect the depth of the partnership, including the respective areas of responsibility of the Court and the applicant, as well as plans for regular coordination meetings.

Status of MOU:

A fully executed MOU will be provided to the State Bar of California before the beginning of the grant year.

6. Additional Comments, if any:

## Application Summary

**Funding Opportunity: Partnership Grants**

**Project Title: Consumer Rights Clinic EXPANSION**

**Organization: Inland Counties Legal Services**

Signature of Presiding Judge

---

Judge John Monterosso

---

Date

## Application Summary

**Funding Opportunity: Partnership Grants**

**Project Title: Consumer Rights Clinic EXPANSION**

**Organization: Inland Counties Legal Services**

### Partner Court Information

Presiding Judge	R. Glenn Yabuno
Court Name	Superior Court of San Bernardino County
Address	247 W. Third Street
City	San Bernardino
Country / Province	United States CA
Postal Code	92415
Court Phone	(909) 708-8678

**My court has had an opportunity to review the applicant's abstract describing proposed services to self-represented litigants in partnership with my court. I fully support the grant proposal as described below:**

1. Project Abstract:

## Application Summary

### Funding Opportunity: Partnership Grants Project Title: Consumer Rights Clinic EXPANSION Organization: Inland Counties Legal Services

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Staff will serve pro se defendants in the courthouses or virtually on a regular schedule preparing responsive pleadings and settlement offers. Staff will attempt to settle/dismiss cases as soon as possible. The ICLS attorney will not represent the client on the record or appear in court on the clients behalf. Through counsel and advice and document preparation, the goal is to increase access to justice for clients and alleviate the demand on the court’s time by resolving cases expeditiously.

ICLS has mastered the process of working with clients and volunteer attorneys remotely and has the ability to operate remotely at any time when public health restrictions are in effect.

#### 2. Attorney-Client Relationship:

I understand the applicant plans to establish an attorney-client relationship and has provided the following protocol for conducting conflict checks: ICLS maintains a Case Management System (CMS) that included archival records of all prior clients. This CMS is checked at intake for conflicts of interest by the Intake Team. Suspected conflicts are immediately flagged and reviewed by supervising attorneys on the Intake Team to determine acceptance or rejection. .

#### 3. Impartiality of the court:

## Application Summary

### Funding Opportunity: Partnership Grants

### Project Title: Consumer Rights Clinic EXPANSION

### Organization: Inland Counties Legal Services

Applicant has advised the court of which side will be served and explained the reasons for this decision, the steps taken to explore all implications of the decisions, and to address any risk of impropriety on the court's part as follows: WHICH SIDE AND WHY: Only defendants will be assisted because most plaintiffs are represented by attorneys in these cases and defendants are frequently unrepresented and need this assistance in order to balance the equities in these cases.

SOCIAL IMPLICATIONS: Consumer defendants typically lose or are defaulted in debt collection cases due to a lack of resources. This project bridges the access to justice gap by providing them with resources to empower them to resolve these cases on a more equitable basis.

COURT IMPARTIALITY: While both courts are supportive of the Consumer Rights Clinic availability to pro se litigants, they do not take any action in court to help the defendant resolve a case in their favor.

4. Alternative Services: The applicant has described the methods to be used to screen for subject matter eligibility, and the information and referral options that will be available for litigants who are ineligible for services due to income, subject matter, or residency:

Applicants who do not qualify for services under this project are referred to ICLS's regular Consumer Law Team for relevant services or to the Lawyer Referral Services of San Bernardino and Riverside Counties as most appropriate and depending on resources.

5. Memorandum of Understanding: I understand that, if the project is funded, the court and the applicant will memorialize the details of the partnership in a Memorandum of Understanding(MOU), which will reflect the depth of the partnership, including the respective areas of responsibility of the Court and the applicant, as well as plans for regular coordination meetings.

Status of MOU:

A fully executed MOU will be provided to the State Bar of California before the beginning of the grant year.

6. Additional Comments, if any:



## Application Summary

**Funding Opportunity: Partnership Grants**

**Project Title: Consumer Rights Clinic EXPANSION**

**Organization: Inland Counties Legal Services**

Signature of Presiding Judge

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Judge R. Glenn Yabuno

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Date



**Eligibility Category:** LSP

**Grant Year:** 2023

**Due Date:** March 18, 2022 5:00pm PST

**Prepared by:** Ms. Kris Jacobs

**Email:** krisj@lassd.org

**Contact Phone:** 877-534-2524

**Funding Opportunity:** Partnership Grants

**Project Title:** South Bay Restraining Order Project

**Program Name:** Legal Aid Society of San Diego

**Applicant Title:** Managing Attorney

**Address:** 110 South Euclid Avenue

**City:** San Diego

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

Respond to the questions as concisely and completely as possible. All responses must be self-contained and should only refer to materials uploaded with this proposal.

**1. Application Contact:** Christine I.P.  
Schumacher

**Job Title:** Pro Bono Program  
Manager/Senior Attorney

**Email:** ChristineS@lassd.  
org

**Telephone:** 6194712642



**2. Total Amount** \$120,000

**Requested:**

Request project amounts  
divisible evenly by \$1,000.

**3. Partner Court(s)**

San Diego Superior Court

**4. County(ies) Served by  
this Project:**

**County(ies) Served by this Project**

San Diego

**5. Substantive Area(s)**

Family/Domestic Violence, Other

**6. Is the project currently funded by a Partnership Grant?**

No

**7. Project Abstract**

Provide a brief summary of 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. Detailed information regarding these areas will be provided in Form B – Project Description. (250 word limit)



In partnership with the San Diego Superior Court, the Legal Aid Society of San Diego (LASSD) Pro Bono Program seeks to offer a full-time Domestic Violence/Civil Harassment/Elder Abuse Restraining Order Clinic at the South County branch of the San Diego Superior Court. The Court has expressed the need for daily full-time services to assist the rising number of South County residents seeking protection from violence, stalking, sexual assault, elder/dependent adult abuse, and severe harassment. The project would operate daily in the South County Regional Center branch court from 8:30 a.m. to 12:00 p.m. and 12:30 p.m. to 4:00 p.m., Monday through Friday, providing assistance with court forms, explanation of the law, options and alternatives, and referrals.

The program will be staffed with one staff attorney, one advocate, and volunteer attorneys and students. Ongoing communication with court personnel will create a collaborative program that benefits both the court and self-represented litigants in having appropriate paperwork processed efficiently.

The main goals of the program are to help self-represented litigants access and fully participate in the legal system, and educate litigants so they can make informed choices resulting in effective and efficient filings for the litigant and the Court. Helping litigants complete necessary paperwork ensures that the Court receives the information necessary to render a decision on a temporary restraining order that day. By providing these services, the program helps pro per petitioners protect themselves from dangerous situations, and helps pro per respondents protect their due process rights by properly responding to petitions.

## Form B - Project Description

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### 1. Court Involvement

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A formal letter of support and memorandum of understanding must be uploaded to Form F. See Application Instructions for detailed information about these documents.

#### a. Court Coordination

Describe the current and planned coordination and collaboration on this project with existing court-based services. (250 word limit)



LASSD operates several different self-help clinics at regional courthouses throughout San Diego County. Staff who operate those clinics will be informed of the services to be offered at the South County Restraining Order (SCRO) clinic and will refer individuals to this clinic who are in need of those services. LASSD will coordinate and collaborate with San Diego court-based legal clinics run by other organizations, court services such as the Family Law Facilitator, and the court's Business Office, who will refer people to receive assistance at the proposed SCRO Clinic. The Clinic in turn will refer people to other San Diego court-based services as appropriate. LASSD will provide legal service provider handouts to individuals with a legal issue that cannot be addressed at the Clinic.

Additional referrals come from court staff. LASSD communicates daily with the business office, ensuring continuity of services, an accurate explanation of legal procedures and next steps, and smooth clinic operations. LASSD also collaborates with the San Diego JusticeCorps program whose volunteers assist self-represented litigants in court-based self-help centers. LASSD clinics have hosted JusticeCorps members for the past 12 years. This partnership has been crucial in meeting the growing need to deliver services to an increasingly large number of self-represented litigants.

LASSD staff also attend stakeholder and provider meetings with other court-based Domestic Violence service providers. Project staff at the South County Clinic will attend these meetings to coordinate services and discuss any shared issues, as well as solutions in providing restraining order services to self-represented litigants.

Court Name	Branch (If Applicable)	Address	On-Site Days/Hours	Total Hours/Month
San Diego Superior Court	South County	500 3rd Ave, Chula Vista, CA 91910	MTuWThF/8:30-12:00 and 12:30-4:00	140

### c. Facilities & Court Resources

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)



The court provides:

1. A private office to LASSD where self-help services are provided during hours in which the courthouse is open.
2. Security for the clinic in connection with regular security provided at the courthouse.
3. Computers, copier, utilities, and some furniture.
4. Access to the courthouse to authorized LASSD personnel by providing a court badge. Additionally, the court provides badged access to the court mail room for LASSD personnel.
5. Telephones that will allow LASSD to make outgoing calls, both nationwide and long distance, to customer cell phones as well as internal court extension calls.
6. Plexiglass and other protective barriers for use inside of the clinic during the pandemic.

#### **d. 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 participate, and any issues currently to be resolved. (250 word limit)

The court's self-help coordinator Kara Blazier and Pro Bono Program Manager Christine I.P. Schumacher will schedule and attend quarterly meetings. Meetings with the court branch manager and/or judges/court staff will be held quarterly in March, June, September, and December. Invitees will be solicited for any items that need to be added to the agenda. LASSD staff will formally meet periodically in person and/or virtually with court clerks and judges. Informal meetings will occur more often as needed or desired by project staff or court partners in order to remain in close contact and resolve issues quickly.

Project staff will also meet with other court partners who provide Domestic Violence Restraining Order (DVRO) services at quarterly Domestic Violence (DV) Provider meetings. Expected participants include other LASSD staff, San Diego Volunteer Lawyer Program clinic staff, Center for Community Solutions, Your Safe Place and other Family Justice Centers, Family Law Facilitators, and any other restraining order service providers. Project staff will also attend bi-annual restraining order stakeholder meetings led by the supervising Family Court judicial officer. In addition to the aforementioned stakeholders, these meetings also include other partners such as the sheriff's department clerks, law enforcement agencies, district attorney, and city attorney to facilitate good working relationships among agencies and provide updates to each agency's services and procedures.

#### **e. 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)

The court provides statistical information in a timely manner when requested. Such information includes the number of case filings per year and other vital information. The court staff and judiciary also generously provide their time and feedback during formal interviews. These interviews often result in extremely valuable feedback and are key to evaluating project services.

The court branch manager will also receive monthly statistics and reports from the Clinic, including the number of participants assisted at the Clinic, demographic information on clinic participants, number and type of services provided, and satisfaction questionnaire survey results.

LASSD staff enjoy open and constant communication with court personnel. LASSD staff will meet periodically in person and/or virtually with Court clerks and judges quarterly. Informal meetings will occur more often on an as needed or desired basis. Project staff will solicit continuous feedback from the Court staff and judges as to assistance in the preparation of pleadings and services.

**f. Describe if there are other aspects of court involvement that distinguish this project from other self-help clinics, or any court partnership information not provided above. (250 word limit)**

Since the services provided by the project do not form an attorney-client relationship, there is no issue regarding the Court's impartiality and independence. The court and partners can refer all self-represented litigants (SRLs) seeking or responding to restraining orders to the Clinic. The Clinic is the only self-help clinic in the South County courthouse that assists with civil harassment and elder/dependent adult abuse restraining orders. Unlike client-based domestic violence restraining order clinics (operated by a different legal services agencies) in the county, the Clinic will provide legal information to everyone, have no conflicts of interest, and helps both petitioners and respondents with restraining orders. This alleviates the burden on the court's Family Law Facilitator's office by having the clinic assist all domestic violence self-represented litigants.

The Court has expressed the desire for the clinic to provide more assistance due to the increased number of litigants seeking restraining order services at the South County courthouse.

## 2. Project Impact

### a. Program's Qualifications



What is the applicant program's experience providing assistance to self-represented litigants, including court-based services? (250 word limit)

Legal Aid Society of San Diego (LASSD) was incorporated in 1953 and has been an LSC grantee since 1974. With a staff of 176 attorneys, advocates, and support staff, LASSD is committed to providing equal justice under the law by providing a variety of legal services and advice to low-income San Diego residents. LASSD's Pro Bono Program was created in 2000 and has been serving self-represented litigants since its inception, providing legal services to self-represented litigants at court-based clinics throughout San Diego County. These clinics include Unlawful Detainer (Landlord-Tenant), Name Change/Gender Marker Change, Civil Harassment and Elder Abuse Restraining Orders, Domestic Violence, and Conservatorship. In partnership with the 4th District Court of Appeal, the San Diego County Bar Association, and the San Diego Law Library, the Pro Bono Program also runs a Civil Appellate Self-Help Workshop via Zoom.

LASSD's Pro Bono Program assists approximately 10,000 people annually. The Program is a current Partnership grantee and has a long history of successful Partnership projects. The Program also engages over 100 volunteers each year to assist at LASSD legal clinics. Volunteers donate thousands of hours annually to the Program's clinics.

#### **b. 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)





The target community are residents living in the South County (SC) region of San Diego who need assistance with a Domestic Violence, Civil Harassment, or Elder Abuse Restraining Order (RO). Of the 502,243 residents of SC, 61% identify as Hispanic, 18% White, 4% Black, 14% Asian/Pacific Islander, and 3% Other. 39% of SC residents speak English, 51% Spanish, 7% Tagalog/Filipino, and 3% Other.

There has been an increase in DV incidents during the pandemic, emphasizing the critical need for the SC clinic's services. DV calls to the police in SC rose 9% in 2021. 2020 statistics reveal that there were extreme increases of DV in certain SC communities such as National City (74%). In 2019, the SC courthouse received 542 Civil Harassment, 94 Elder/Dependent Adult Abuse, and 1,055 DV RO cases. These already high numbers dramatically increased by 24% in 2021 to 2,090 ROs. With COVID protocols and higher demand, it has been difficult to meet the needs of this population. Many self-represented litigants (SRLs) are turned away or provided limited assistance due to lack of staff and long wait times.

SRLs, particularly monolingual Spanish speakers, have difficulty navigating the court website for needed forms or information. SRLs who attempt the RO process on their own find their filings rejected because of incomplete or missing forms. Some SRLs submit written statements or complete forms in Spanish. Many are confused about the process. When SRLs receive clinic assistance, they are afforded better access to the legal system to protect themselves.

### c. 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)



The Program will provide services on a walk-in basis to all SRLs in the areas of Domestic Violence (DV), Civil Harassment Restraining Orders (CHROs), and Elder Abuse Restraining Orders (EAROs), including completing relevant forms (petitions, responses, renewals, declarations, etc.) and fee waivers; providing legal information and options; and referrals. LASSD staff will prepare and disseminate written materials in multiple languages for restraining order information at the clinic. An attorney-client relationship will not be formed enabling the Program to reach a greater number of people. The Clinic will receive referrals from the San Diego County Superior Court Clerk's Office, community-based organizations, and others. Participants will sign a statement clearly informing them of the lack of attorney-client relationship.

The proposed project will provide in-person assistance to SRLs at the legal clinic during court business hours, five days per week. In order to meet the increased need for services, the current program will be expanded to include additional staff and remote volunteers. Remote volunteers and staff have not been used at this location due to lack of resources, but will increase capacity to assist the ever growing need. Remote volunteers are also able to review documents, help fill out forms, and give information to litigants that walk into the clinic. Using remote volunteers will also increase the availability of volunteers speaking other languages. An additional benefit, is that if a litigant is unable to travel to the Clinic due to illness, COVID-19, or transportation issues, virtual assistance by remote volunteers will be offered.

#### **d. Coordination Efforts**

Describe the current and planned coordination and collaboration on this project with other legal services providers, or other community organizations. (250 word limit)



LASSD works closely with court-based services such as the Family Law Facilitators (FLF) and self-help service providers including San Diego Volunteer Lawyer Program and Center for Community Solutions. These organizations are aware of and refer litigants to the project. LASSD's other court-based clinics also refer litigants. Program staff will attend regular meetings with service providers who assist with DVROs to better coordinate with entities providing similar or related services.

The Program will coordinate with regional organizations such as South Bay Community Services for cross referrals. Additionally, LASSD will provide project flyers to other nonprofit organizations and projects in both English and Spanish, with additional languages as needed.

LASSD will address the needs of elderly community members, remotely when necessary, with increased collaboration and referrals from Adult Protective Services. The Program plans to offer training to local APS staff to increase awareness of services. LASSD will also provide information about mediation options with the National Conflict Resolution Center.

The Program will reach out to minority bar collaborators (La Raza Lawyers Association of San Diego, Earl B. Gilliam Bar Association, Pan-Asian Lawyers Association of San Diego, and Filipino Lawyers Association of San Diego) to recruit volunteers, especially those with other language skills. Program staff will coordinate volunteers from local law schools California Western School of Law, University of San Diego (USD) School of Law, and Thomas Jefferson School of Law and their student organizations (such as Pro Bono Legal Advocates at USD), and continue to coordinate with JusticeCorps.

Individual Services	Workshops		Self-Help Clinics	
Number of Individuals to be Served	Number of Services	Number of Individuals to be Served	Number of Services	Number of Individuals to be served
Information on Legal Options				
0	0	0	480	3000



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**Information on Court Procedures and  
Hearing Preparation**

0	0	0	480	3000
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**Documentation Preparation and  
Review**

0	0	0	480	1000
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**Filing or Services Assistance**

0	0	0	480	1000
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**Supervised Settlement Services**

0	0	0	0	0
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**Post-hearing Assistance**

0	0	0	0	0
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**Other**  
0

0	0	0	0	0
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- 1. Other:** The main project goal is to assist low-income, self-represented litigants understand the court process and complete necessary court documents to succeed in meritorious Domestic Violence, Civil Harassment, and Elder Abuse Restraining Order actions.

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

A second goal is to see Program users have greater comfort in navigating the court system by assisting many in their own language with cultural competence. LASSD will utilize minority bar partners and volunteers to provide culturally appropriate assistance to those involved in restraining order actions in their own language.

A third goal for the program to measurably ease the burden on Family and Civil/Elder restraining order judges and court personnel handling SRLs.

A fourth goal is to provide meaningful referrals to free mediation services and other legal options. These other options can often provide a better result than a judge in a Civil Harassment restraining order case and can often settle tensions between litigants.

A fifth goal is to engage the greater legal community in a meaningful way with the use of new technology. With the use of technology such as Zoom, the Program will be able to utilize more volunteers and provide assistance to more litigants. Utilizing technology such as Zoom can also assist a greater number of people, especially the elderly and those who are unable to access in person services.

**2. Total Number of 3000  
Individual Services:**

Do not include family members and others impacted.

**3. Total Number of 0  
Workshops:**



**4. Total Number of Self- Help Clinics:** 240

**5. Format:** N/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)

**f. Outreach & Community Engagement**

- 1. Outreach:** Communication and continued partnerships with like-minded nonprofits throughout the County ensure that the community knows where to find the clinic and what services are offered. LASSD's Intake staff who answer almost 100,000 calls a year on LASSD's toll free numbers are trained to identify candidates for Self-Help Clinic services and will direct persons to the appropriate clinic on a case-by-case basis. The Court relies on clinic staff and volunteers to lighten their load and refers as many walk-ins as the clinic can handle each day, often encouraging litigants to come back another day if the clinic does not have time to assist them. LASSD also prints and distributes marketing materials on at least a quarterly basis, and provides information on clinic services on its website and 211 (San Diego County's resource and information hotline and website for community services). LASSD staff members also attend community events and participate in seminars and panels, devoted to serving this community and ensuring services are well-known and well-respected throughout San Diego County.

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



- 2. Language Access:** LASSD's Pro Bono Program has staff members with multi-lingual capacity for languages such as Spanish, Tagalog, and Arabic who are available as needed. The Program will seek staff who ideally speak the languages spoken by many South County residents, particularly Spanish and Tagalog. LASSD also maintains partnerships with local specialty bars such as Pan Asian Lawyers of San Diego and San Diego La Raza Lawyers Association, resulting in a multi-lingual volunteer force. In the event that no staff or volunteer is available in the pro per litigant's language, Program staff and volunteers are able to call LASSD's Voiance, an interpreter service over the phone, to provide translation services.

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

All of our resource materials are available in English and Spanish. If needed, LASSD has the internal capacity to translate to other threshold languages as well.

- 3. Outreach Resources:** Program staff and volunteers will create new, substantive educational handouts for litigant users. Materials will be updated based on feedback from evaluation measures. Aftercare instructions and sample forms are continually updated to reflect new forms and procedures (including instructions on any new technology used by the courts for hearings), incorporating feedback from judicial officers and court clerks. Many pro per litigants are unaware of other legal options such as small claims or evictions that may better address their issues, as well as local resources to assist with these other filings and remedies. Pro per litigants come seeking a restraining order because it is the only legal remedy that had been suggested to them. These resource materials will include alternatives to civil restraining orders as well as alternatives to appealing. This would differ from materials already posted that mainly address what a restraining order does, the process, and additional resources for victims of abuse or those who are accused of abuse.

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](http://www.courts.ca.gov). (250 word limit)

## 3. Administration

### a. Grant Year Timetable





For existing and new projects, describe the proposed timetable for the implementation or continued administration of the project by quarter for the grant year. Indicate if any significant changes to existing operations are anticipated. (250 word limit)

- Q1 (January-March):** Provide self-help services related to Domestic Violence Restraining Orders, Civil Harassment Restraining Orders, and Elder Abuse Restraining Orders. Provide statistics to Court Staff on a monthly basis. Offer optional satisfaction surveys to Clinic Participants. Outreach to regional organizations providing assistance to victims of violence. Recruit volunteers for in-person and virtual services. Create or update resource material and referral lists.  
(250 word limit)
- Q2 (April-June):** Continue to provide self-help services related to Domestic Violence Restraining Orders, Civil Harassment Restraining Orders, and Elder Abuse Restraining Orders. Provide statistics to Court Staff on a monthly basis. Offer optional satisfaction surveys to Clinic Participants. Meet with Court Staff to obtain feedback on ongoing Project services. Conduct a formal interview with Court Staff and/or Judiciary who hear TRO calendars to obtain feedback and evaluate the effectiveness and success of the project. Update resource material and delivery of services as needed/where appropriate.  
(250 word limit)
- Q3 (July-September):** Continue to provide self-help services related to Domestic Violence Restraining Orders, Civil Harassment Restraining Orders, and Elder Abuse Restraining Orders. Provide statistics to Court Staff on a monthly basis. Offer optional satisfaction surveys to Clinic Participants. Perform additional evaluation measure (e.g., court file review, voluntary focus groups, court observation, etc.). Recruit volunteers. Update resource material and delivery of services as needed/where appropriate.  
(250 word limit)
- Q4 (October-December):** Continue to provide self-help services related to Domestic Violence Restraining Orders, Civil Harassment Restraining Orders, and Elder Abuse Restraining Orders. Provide statistics to Court Staff on a monthly basis. Offer optional satisfaction surveys to Clinic Participants. Conduct a formal interview with Court Staff and Judiciary who hear the TRO calendars to obtain feedback and evaluate the effectiveness and success of the project. Update resource material and delivery of services as needed/where appropriate.  
(250 word limit)



## b. Staffing

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)

The Project Staff Attorney manages the day-to-day operations of the project and is on-site full-time. An Advocate will provide project support to coordinate in-person participants and remote volunteers. Staff will have experience in and be trained in temporary restraining orders and family law. The Staff Attorney will provide coordination, training, and will be available for questions and reviewing volunteer work. LASSD also engages contract attorneys to assist with one-on-one services and supervision of volunteers. Volunteer attorneys, law students, and JusticeCorps students assist the majority of self-represented litigants under the supervision of the Staff Attorney.

The Senior and Lead attorneys for LASSD's Pro Bono Team will be responsible for supervision of the clinic staff and will be onsite periodically to supervise the program. They are available by phone should any questions from staff or volunteers arise. Christine Schumacher is the Senior Attorney and has been practicing law since 2003. She has worked in self-help clinics for 16 years both as a volunteer attorney for over a year and then as a staff attorney clinic supervisor. She has been with LASSD for 13 years.

Elizabeth Sbranti Gray is the Lead Attorney on the Pro Bono Team and has been practicing law since 2012. As a law student, she volunteered weekly at LASSD's self-help clinic in South County. She joined LASSD as a contract attorney in 2019 and began as a staff attorney supervising the Hall of Justice Clinic in 2020. In 2021, she became the lead attorney for the Pro Bono Team.

## c. Supervision of Volunteers

Identify any volunteers to be utilized, their anticipated role, and how they will be trained and supervised. (250 word limit)



Volunteers and interns will be trained by the Program Manager/Senior Attorney, Lead Attorney, and/or program Staff Attorney. The onsite Staff Attorney will review all work done by the Advocate and volunteers (in-person or volunteers on Zoom) prior to sending the pro per litigant to the business office for filing. Volunteer attorneys, law students, and JusticeCorps undergraduate students will assist self-represented litigants by providing education and options, as well as filling out relevant restraining order paperwork, all under the supervision of the Staff Attorney. Any remote volunteers on Zoom will discuss situations with the Staff Attorney by phone or Zoom as they work on forms on the web-based platform Lawyaw. The Staff Attorney or Advocate will be able to view and print out work prepared by virtual volunteers.

#### **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)

N/A

#### **e. Pro Se Document Review**

How will the project ensure that documents are completed correctly? Who will conduct the review and when? (250 word limit)

The clinic Staff Attorney is responsible for reviewing all documents that are prepared for clinic participants. The Staff Attorney will be onsite to supervise all meetings with SRLs and all information that is given by clinic staff and volunteers. All documents will be reviewed by the Staff Attorney before the SRL leaves the clinic to file their paperwork. The Staff Attorney will also be responsible for answering questions and reviewing the work product of the volunteers who are assisting SRLs virtually using Zoom.

The program Advocate will send a daily scan of the participant sign-in sheet, volunteer sign-in sheet, and intakes with notes and any completed documents attached. These will be reviewed on a weekly basis by Senior Attorney Christine I.P. Schumacher or Lead Attorney Elizabeth Gray to ensure that the clinic is running smoothly. Both the Senior and Lead have extensive experience with restraining orders (over 10 years) and with supervising legal clinics.

#### **f. Eligibility for Services**



- 1. Identify all criteria and guidelines used to establish eligibility for services and how the project screens for eligibility for services. (250 word limit):** Participants will be required to complete an application (intake form) before utilizing clinic services. These applications will be reviewed by staff prior to providing assistance to verify eligibility as to income, subject matter, and appropriate venue. Participants will also be screened to see if they have already retained counsel through questions on the intake form. If the individual indicates representation, the program staff or volunteers would further inquire as to the nature of representation and/or review the Register of Actions. If it is representation on another matter, the Program would be able to assist. If it is on the same/related matter, the Program would refer the individual back to their attorney of record.
- 2. Identify any resources or referrals to be provided to litigants who are not eligible for this project's services. (250 word limit):** A litigant who is not eligible for project services would be referred to the San Diego County Bar Association's Lawyer Referral and Information System (LRIS) and the San Diego Law Library. Any litigants seeking different services outside of the project's scope, such as assistance with family law custody/visitation orders or divorce, would be referred to the Family Law Facilitator. Litigants seeking legal advice or representation will be referred to LRIS, LASSD's main line for client screening, and other organizations who provide legal advice and representation in restraining orders such as the San Diego Volunteer Lawyer Program, Center for Community Solutions, and Your Safe Place (formerly Family Justice Center). Litigants seeking additional family violence and support services would be referred to partner organizations such as South Bay Community Services.

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

#### g. Attorney-Client Relationship

- 1. Will this project establish an attorney-client relationship?:** No



**3. 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):** clinic

A disclosure statement signed by the participant clearly informs the participant of the lack of an attorney-client relationship, that there is no expectation of confidentiality, that the scope of the clinic will be information only, and that the clinic will not provide legal advice. Further, all informational flyers regarding the project and project notices posted at the courthouse will also include this disclosure. Finally, clinic signage clearly states that no attorney-client relationship is created by receiving assistance at the self-help clinic

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

#### h. Impartiality of the Court

##### 1. Impartiality of the No Court:

Will this project serve only one party or side of a matter?

#### 4. Project Budget

**a. In addition to completing Forms C and D, describe how this project will ensure Partnership Grant funds will only be used to provide services to indigent individuals, as defined by Business & Professions Code Section 6213 (d). If services will be provided to non-indigent persons, identify the non-Partnership Grant funds that will cover this work (250 word limit)**

All participants will be screened for eligibility when they sign in at the clinic. Those who do not meet Partnership eligibility standards will be assisted using court self-help funds and/or LSC funds. LASSD also has contract attorneys paid by court self-help funds who can help those who are not eligible for services due to income and who can supervise volunteers to assist those individuals.



## 5. Continuity Planning

Refer to RFP requirements regarding funding priorities. Partnership Grant funding is typically terminated after five consecutively funded grant years.

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

As an experienced fundraising organization, LASSD's track history illustrates our ability to continue projects beyond the typical cycle. LASSD is committed to this project and all our self-help projects. The Court is also committed to this project, providing space and equipment as well as being a funding resource to LASSD for years.

### **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)

LASSD has not identified or applied for additional funding to support this project. The Court has provided limited annual funds that supplement all LASSD clinic operations when needed.

### **c. Other Efforts**

Describe any other efforts to support continuity planning, such as recruitment of volunteers or pursuing in-kind support (250 word limit)

Volunteer recruitment for all clinics and pro bono programs includes outreach at local law schools and law schools throughout the country with public interest programs, outreach at local bar associations, the LASSD website providing volunteer opportunities, and joint efforts with other legal aid organizations to launch a statewide pro bono portal. LASSD's Development Director also solicits support from various sources of fundraising, legacy, law firms, foundations, and individual supporters.

## 6. 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

#### a. Project Services

##### 1. Upload a copy of your most recent Partnership Grant Evaluation

2. For existing projects, provide a brief summary of services provided 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 in the upcoming grant year?

N/A

#### b. Satisfaction Surveys

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

2023\_South\_County\_Feedback\_Form.pdf  
123.8 KB - 03/17/2022 8:44PM

Total Files: 1

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

Surveys will be distributed to each clinic participant once they submit an intake application requesting services. This optional survey could be filled out by the clinic participant and submitted directly to the Clinic or mailed to the LASSD office. LASSD staff would collect the information on the surveys to generate monthly reports showing the number of results for each response, as well as record all open-ended responses. Monthly results would be shared with staff and volunteers. Responses would be reviewed by the Senior Attorney and Clinic staff to see if clinic participants were satisfied with services or had suggestions that clinic staff should address.





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

Individual telephone or virtual interviews would be conducted with a randomly selected sample of clinic participants after services are provided. A standardized interview would be used and responses recorded on a form. Responses will be used evaluate the value of the project to individuals seeking or responding to restraining orders, and whether they were able to obtain desired results at their hearings. Following up directly with clinic participants, ideally after their court hearings, would show actual results such as clinic participant's view of case presentation, preparedness, and understanding of potential outcomes/procedures.

Case file reviews would be another evaluation method for determining the outcome of cases by self-represented litigants assisted by the Clinic compared with those not assisted by the Clinic. Court files in a random sampling of weeks would be reviewed to determine if self-represented litigants followed through with their hearings, submitted appropriate paperwork, and were successful in court. Case file review could provide a means of evaluating whether people were able to represent themselves effectively after being assisted by the Clinic.

Interviews with the judiciary and court personnel will also provide valuable information on any differences between those assisted by the clinic and those who completed paperwork on their own. Feedback from these interviews will reveal the impact of the project and any areas that need improvement.

## Form C - Project Budget

### Program Personnel

Account Title	Proposed Partnership Grant	Other State Bar Monies	Other Funding (Non-State Bar Monies)	Total
1. Lawyers	\$62,830	\$0	\$30,904	\$93,734
2. Paralegals	\$23,427	\$0	\$0	\$23,427
3. Other Staff	\$0	\$0	\$0	\$0
4. SUBTOTAL	\$86,257	\$0	\$30,904	\$117,161
5. Employee Benefits	\$17,454	\$0	\$7,963	\$25,417
6. TOTAL PROGRAM PERSONNEL	\$103,711	\$0	\$38,867	\$142,578





## Program Non-Personnel

Account Title	Proposed Partnership Grant	Other State Bar Monies	Other Funding (Non-State Bar Monies)	Total
7. Space	\$0	\$0	\$3,423	\$3,423
8. Equipment Rental and Maintenance	\$0	\$0	\$237	\$237
9. Office Supplies	\$0	\$0	\$767	\$767
10. Printing and Postage	\$0	\$0	\$2,091	\$2,091
11. Telecommunications	\$0	\$0	\$1,068	\$1,068
12. Technology	\$0	\$0	\$0	\$0
13. Program Travel	\$0	\$0	\$0	\$0
14. Training	\$0	\$0	\$0	\$0
15. Library	\$0	\$0	\$0	\$0
16. Insurance	\$0	\$0	\$233	\$233
17. Evaluation	\$0	\$0	\$734	\$734
18. Contract Service to Clients	\$0	\$0	\$0	\$0
19. Other	\$0	\$0	\$1,938	\$1,938
20. TOTAL PROGRAM NON-PERSONNEL	\$0	\$0	\$10,491	\$10,491
TOTAL PROGRAM	\$103,711	\$0	\$49,358	\$153,069
<b>Administrative and Overhead</b>				
21. Admin Personnel	\$16,289	\$0	\$6,181	\$22,470
22. Admin Non-Personnel	\$0	\$0	\$0	\$0
TOTAL ADMINISTRATIVE	\$16,289	\$0	\$6,181	\$22,470
<b>TOTAL AMOUNT OF FUNDS</b>	\$120,000	\$0	\$55,539	\$175,539

## 1. Lawyers

Project Staff (Role)	FTEs - Partnership Grant	FTEs - Other State Bar Monies	FTEs - Other Funding (Non-State Bar Monies)	FTEs Total
Staff Attorney	0.75	0.00	0.25	1.00



	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
TOTAL LAWYERS	0.75	0.00	0.25	1.00

## 2. Paralegals

Project Staff (Role)	FTEs - Partnership Grant	FTEs - Other State Bar Monies	FTEs - Other Funding (Non-State Bar Monies)	FTEs Total
Advocate	0.57	0.00	0.00	0.57
	0.00	0.00	0.00	0.00
TOTAL PARALEGALS	0.57	0.00	0.00	0.57

## 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
<b>TOTAL PERSONNEL (in FTEs)</b>	1.32	0.00	0.25	1.57

## Form D - Budget Narrative

### Personnel

Account Title	Proposed Partnership Grant	Narrative
1. Lawyers	62830	1 FTE Staff Attorney to supervise the clinic, .7459 FTE covered by Partnership Grant and .2541 covered by other grants.
2. Paralegals	23427	.5714 FTE on an advocate which equals to 20 hours per week to be covered by the Partnership Grant.
3. Other Staff	0	
4. SUBTOTAL	<b>86257</b>	
5. Employee Benefits	17454	Actual cost of fringe benefits such as FICA, workers compensation, health, vision and dental insurance premiums for the staff under this grant.



6. TOTAL PROGRAM PERSONNEL	103711
----------------------------	--------

## Non-Personnel

Account Title	Proposed Partnership Grant	Narrative
7. Space	0	The court provides a large office to LASSD where self-help services are provided. The court also provides access to the courthouse to authorized LASSD personnel by providing a court badge.
8. Equipment Rental and Maintenance	0	The court provides computers, printer/copiers, utilities, telephone services, and internet access with IT infrastructure to support secure, third party internet access
9. Office Supplies	0	
10. Printing and Postage	0	
11. Telecommunications	0	
12. Technology	0	
13. Program Travel	0	
14. Training	0	
15. Library	0	
16. Insurance	0	
17. Evaluation	0	
18. Contract Service to Clients	0	
19. Other	0	The court has provided protective barriers for use inside of the clinic during the pandemic.
20. TOTAL PROGRAM NON-PERSONNEL	0	
<b>Administrative</b>		
21. Admin Personnel	16289	.0120 FTE of 10 administrative staff such as Executive Director, Managing Attorneys, and Accounting Staff for a total of .12 FTE, this includes salaries and benefits.
22. Admin Non-Personnel	0	
TOTAL ADMINISTRATIVE	16289	
TOTAL AMOUNT OF FUNDS	120000	

## Form E - Project Assurances



Download the Assurances document and upload a signed copy below.

Upload PDF Version of  
Signed Assurances  
Document:

**2023ProjectAssurancesSB.pdf**  
62.3 KB - 03/16/2022 12:23PM

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:

**2023PartnershipSupportLetterLASSD\_SBRO.pdf**  
1 MB - 03/16/2022 3:49PM

Total Files: 1

2. Upload MOU(s):

Refer to application  
instructions for MOU  
requirements.

**2023\_San\_Diego\_South\_Bay\_Restraining\_Order\_LASSD\_Project\_MOU.pdf**  
2.3 MB - 03/16/2022 3:50PM

Total Files: 1

MOU Expiration Date or  
Continuing:

Supporting Documents (Optional)



When naming optional supporting documents, please include the Organization's acronym (or short name) and a one - to - five word file description (note: any type of file may be uploaded).

## Staff Review

---

**Project Budget:** No Revision Required

**Signed Assurances  
Document:**

**Court Letter(s) on File:**

**MOU(s) Approved:**

**MOU Expiration Date or  
Continuing:**

**All Services at Pending  
Courthouse:**

**Application Review No  
Complete:**

**Second Cycle:**



Legal Aid Society of San Diego, Inc.  
South Bay Restraining Order Clinic  
2023 Litigant Feedback Form

1. Legal problem(s) you asked for help with today:

- ☐ Domestic Violence    ☐ Civil Harassment    ☐ Elder Abuse  
☐ Petitioner    ☐ Respondent

2. Please rate the following after receiving assistance today:

Definitely    Somewhat    Not at all

a. You better understand the legal process for obtaining and/or respondent to a TRO.

☐☐☐

b. You feel better prepared to proceed with your petition for/response to a TRO.

☐☐☐

c. The information and/or assistance you received today was helpful to you.

☐☐☐

3. Please rate the services you received today from staff/volunteers:

- ☐ Excellent    ☐ Good    ☐ Satisfactory    ☐ Poor

4. Do you think you would have been able to complete the legal process on your own without the clinic's help?

- ☐ Not at all, I need help.    ☐ Maybe.    ☐ Definitely, I could do this myself.

5. How long did you wait to get helped today? \_\_\_\_\_

6. How did you feel about the wait time?

- ☐ Very good    ☐ Okay    ☐ Not sure    ☐ Unhappy

7. May we contact you for a brief follow-up phone survey?    Y    N

Preferred Phone Number: \_\_\_\_\_

8. Comments/Suggestions : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Thank you for your feedback!



Legal Aid Society of San Diego, Inc.  
South Bay Restraining Order Clinic  
2023 Litigant Feedback Form

1. Legal problem(s) you asked for help with today:

- ☐ Domestic Violence    ☐ Civil Harassment    ☐ Elder Abuse  
☐ Petitioner    ☐ Respondent

2. Please rate the following after receiving assistance today:

Definitely    Somewhat    Not at all

a. You better understand the legal process for obtaining and/or respondent to a TRO.

☐☐☐

b. You feel better prepared to proceed with your petition for/response to a TRO.

☐☐☐

c. The information and/or assistance you received today was helpful to you.

☐☐☐

3. Please rate the services you received today from staff/volunteers:

- ☐ Excellent    ☐ Good    ☐ Satisfactory    ☐ Poor

4. Do you think you would have been able to complete the legal process on your own without the clinic's help?

- ☐ Not at all, I need help.    ☐ Maybe.    ☐ Definitely, I could do this myself.

5. How long did you wait to get helped today? \_\_\_\_\_

6. How did you feel about the wait time?

- ☐ Very good    ☐ Okay    ☐ Not sure    ☐ Unhappy

7. May we contact you for a brief follow-up phone survey?    Y    N

Preferred Phone Number: \_\_\_\_\_

8. Comments/Suggestions : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Thank you for your feedback!

## **PARTNERSHIP GRANTS 2023 PROJECT ASSURANCES**

**Program Name:** Legal Aid Society of San Diego, Inc.

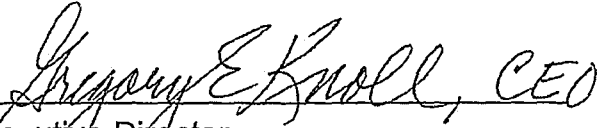
**Project Title:** South Bay Restraining Order Project

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.

Signed:

  
Executive Director  
Legal Aid Society of San Diego

GREGORY E. KNOLL, CEO  
Print Name

Date: 03/15/2022

  
Chair (or other officer), Board of Directors  
Legal Aid Society of San Diego

Mark Rackers, Chair  
Print Name and Title

Date: 3/15/22



## Application Summary

### Funding Opportunity: Partnership Grants

**Project Title: South Bay Restraining Order Project**

**Organization: Legal Aid Society of San Diego**

#### Partner Court Information

Presiding Judge	Michael T. Smyth
Court Name	San Diego County Superior Court
Address	1100 Union Street
City	San Diego
Country / Province	United States CA
Postal Code	92101
Court Phone	619-844-2500

**My court has had an opportunity to review the applicant's abstract describing proposed services to self-represented litigants in partnership with my court. I fully support the grant proposal as described below:**

1. Project Abstract:

## Application Summary

### Funding Opportunity: Partnership Grants

#### Project Title: South Bay Restraining Order Project

#### Organization: Legal Aid Society of San Diego

In partnership with the San Diego Superior Court, the Legal Aid Society of San Diego (LASSD) Pro Bono Program seeks to offer a full-time Domestic Violence/Civil Harassment/Elder Abuse Restraining Order Clinic at the South County branch of the San Diego Superior Court. The Court has expressed the need for daily full-time services to assist the rising number of South County residents seeking protection from violence, stalking, sexual assault, elder/dependent adult abuse, and severe harassment. The project would operate daily in the South County Regional Center branch court from 8:30 a.m. to 12:00 p.m. and 12:30 p.m. to 4:00 p.m., Monday through Friday, providing assistance with court forms, explanation of the law, options and alternatives, and referrals.

The program will be staffed with one staff attorney, one advocate, and volunteer attorneys and students. Ongoing communication with court personnel will create a collaborative program that benefits both the court and self-represented litigants in having appropriate paperwork processed efficiently.

The main goals of the program are to help self-represented litigants access and fully participate in the legal system, and educate litigants so they can make informed choices resulting in effective and efficient filings for the litigant and the Court. Helping litigants complete necessary paperwork ensures that the Court receives the information necessary to render a decision on a temporary restraining order that day. By providing these services, the program helps pro per petitioners protect themselves from dangerous situations, and helps pro per respondents protect their due process rights by properly responding to petitions.

#### 2. Attorney-Client Relationship:

I understand the applicant does not plan to establish an attorney-client relationship and that customers will be made aware of the scope of services, as follows: A disclosure statement signed by the participant clearly informs the participant of the lack of an attorney-client relationship, that there is no expectation of confidentiality, that the scope of the clinic will be information only, and that the clinic will not provide legal advice. Further, all informational flyers regarding the project and project notices posted at the courthouse will also include this disclosure. Finally, clinic signage clearly states that no attorney-client relationship is created by receiving assistance at the self-help clinic .

#### 3. Impartiality of the court:

Applicant has advised the court that services will be provided to both parties or sides of a matter.

4. Alternative Services: The applicant has described the methods to be used to screen for subject matter eligibility, and the information and referral options that will be available for litigants who are ineligible for services due to income, subject matter, or residency:

## Application Summary

### Funding Opportunity: Partnership Grants

### Project Title: South Bay Restraining Order Project

### Organization: Legal Aid Society of San Diego

A litigant who is not eligible for project services would be referred to the San Diego County Bar Association's Lawyer Referral and Information System (LRIS) and the San Diego Law Library. Any litigants seeking different services outside of the project's scope, such as assistance with family law custody/visitation orders or divorce, would be referred to the Family Law Facilitator. Litigants seeking legal advice or representation will be referred to LRIS, LASSD's main line for client screening, and other organizations who provide legal advice and representation in restraining orders such as the San Diego Volunteer Lawyer Program, Center for Community Solutions, and Your Safe Place (formerly Family Justice Center). Litigants seeking additional family violence and support services would be referred to partner organizations such as South Bay Community Services.

5. Memorandum of Understanding: I understand that, if the project is funded, the court and the applicant will memorialize the details of the partnership in a Memorandum of Understanding(MOU), which will reflect the depth of the partnership, including the respective areas of responsibility of the Court and the applicant, as well as plans for regular coordination meetings.

Status of MOU:

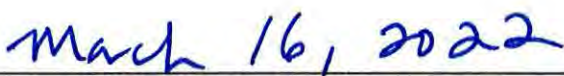
Continuing MOU is enclosed and will be effective during the grant term.

6. Additional Comments, if any:

Signature of Presiding Judge



Judge Michael T. Smyth



Date



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO  
**STANDARD AGREEMENT** rev July 2018

AGREEMENT NUMBER <b>VO0016-21</b>	AMENDMENT NUMBER <b>002</b>
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1. All capitalized terms not defined in this Amendment ("Amendment"), have the meanings given to them in the Agreement referenced above ("Agreement"). As set forth in the Agreement, the term "Contractor" refers to **Legal Aid Society of San Diego, Inc. ("LASSD")**, and the term "Court" refers to the **Superior Court of California, County of San Diego**.
2. This Amendment becomes effective on 1/1/2022 and expires 12/31/2023 with two one-year options to extend through 12/31/2025.
3. The maximum amount the Court may pay Contractor under this Agreement is **\$237,802.00.00** for year 1/1/2022 through 12/31/2022 and **\$237,802.00** for year 1/1/2023 through 12/31/2023 (the "Contract Amount").
4. The parties agree to amend the Agreement as follows:

The purpose of this Amendment is to extend the Initial Term of 1/1/2022 through 12/31/2023. All other terms and conditions set forth in Agreement VO0016-21, Appendix A – Statement of Work, Appendix B – General Terms and Conditions, Appendix C – Payment Provisions and Amendment 001 remain unchanged.

*The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*

5. Except as provided for in this Amendment, all terms and conditions of the original Agreement shall remain in full effect.

Approved as to legal form by: <i>Susanne C. Koski, General Counsel</i> <i>Carmela E. Duke, Litigation Attorney</i>	
SIGNATURE OF REVIEWING ATTORNEY <i>Susanne Kos</i>	DATE <i>2-25-22</i>
<b>COURT'S SIGNATURE</b>	<b>CONTRACTOR'S SIGNATURE</b>
Superior Court of California, County of San Diego	Legal Aid Society of San Diego, Inc.
BY (Authorized Signature) <i>Michael Roddy</i>	BY (Authorized Signature) <i>Gregory E. Knoll</i>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michael Roddy</b> Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Gregory E. Knoll</b> Executive Director/Chief Counsel
DATE EXECUTED <i>2-25-22</i>	DATE EXECUTED <i>02/24/22</i>
ADDRESS 1100 Union Street Executive Office San Diego, CA 92101	ADDRESS 1764 San Diego Avenue, Suite 200 San Diego, CA 92110

## APPENDIX A

### STATEMENT OF WORK

Services	Provides one-on-one assistance to self-represented litigants in matters involving Domestic Violence (DV) Restraining Order, Conservatorship, UD (landlord-tenant), Elder & Civil Harassment Temporary Restraining Orders, and Name and Gender Change. May include filling out forms, declarations, or responses to actions, and providing legal/procedural information and community education. Clinic does not provide direct representation or make court appearances on behalf of litigants. No legal advice or counseling.
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Location	Hall of Justice 330 W Broadway San Diego, CA 92101 (UD, Elder & Civil TRO, Name and Gender Change)	Central Courthouse 1100 Union Street San Diego, CA 92101 (Conservatorship)
	East County Regional Center 250 E. Main Street El Cajon, CA 92020 (Elder & Civil TRO)	South County Regional Center 500 3rd Avenue Chula Vista, CA 91910 (DV, Elder & Civil TRO)

Responsibilities	<p>The Court will:</p> <ol style="list-style-type: none"> <li>1. Provide private space in the aforementioned locations in which LASSD may operate designated clinics during hours in which the courthouse is open.</li> <li>2. Provide security for the clinic in connection with regular security provided with the courthouse.</li> <li>3. Provide utilities and some furniture as agreed by the parties.</li> <li>4. Provide internet access in locations with IT infrastructure necessary to support secure third-party internet access.</li> <li>5. Refer persons to the various clinics, where appropriate.</li> <li>6. Allow authorized LASSD personnel access to the appropriate Court facility.</li> <li>7. Provide telephones that will allow LASSD to make outgoing calls, both nationwide and long distance, to customer cell phones. A total of nine (9) telephones are installed at the Hall of Justice Clinic and tracked via Serial Number.</li> </ol> <p>LASSD will:</p> <ol style="list-style-type: none"> <li>1. Operate various clinics during hours as established, when the courthouse is open. The clinic will be staffed by an attorney and volunteers (attorneys, law students and others). Services provided</li> </ol>
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## APPENDIX A

	<p>at the clinics to all members of the public on an information-only basis.</p> <ol style="list-style-type: none"><li>2. Provide the Court with any statistical information concerning clinic clients requested by the Court, to include entering information about the persons served and types of services, in an online tool provided by the Judicial Council.</li><li>3. Provide LASSD-owned computers and software, supplies and other equipment as necessary, except for one-time court-provided equipment described in Appendix D.</li><li>4. The attorney and non-attorney staff and volunteers working within the clinics are aware of and comply with the requirements of California Rule of Court, rule 10.960, Court Self-Help Centers and the Appendix to California Courts' Self-Help Centers, California Rules of Court Division V, Guidelines for Operation of Family Law Information Centers and Family Law Facilitators Office, as applicable.</li><li>5. Individuals and volunteers working in the various clinics for LASSD are subject to immediate removal at the Court's request with or without cause. Additionally, those individuals or volunteers are subject to background checks conducted by the Court. All expenses other than those mentioned in the agreement will be borne by LASSD.</li></ol> <p>Additionally, both parties agree to participate in regular coordination meetings, which may be held on a quarterly basis or as agreed to by the parties.</p>
Staffing	<p>The current legal services provider staffs with one attorney and one volunteer attorney, paralegal, and/or law student. Must have at least one provider agency attorney supervising on-site.</p>
Current funding/cost	<p>Self-help funds estimated annual \$223,302.00. The same level of court funding is anticipated in FY 2023, FY 2024 and FY 2025.</p> <p>Additional outside funds are used by the current provider to supplement court funding, which may include some or all of the following sources: Legal Services Corporation (LSC), state IOLTA, state Equal Access, state Equal Access Partnership funds, private/foundation grants and donations.</p>

## APPENDIX A

<p>One-Time Furnishings and Equipment</p>	<p>In recognition of the need to improve self-help clinic spaces and the availability of grant funding, the parties hereby agree to the one-time provision of the furnishings and equipment described in Appendix D, as follows:</p> <p>The Court will:</p> <ol style="list-style-type: none"><li>1. On a one-time basis, provide furnishings and equipment for use by LASSD in Court-based clinics. The furnishings and equipment will remain in the ownership of the Court for the duration of their useful life, and will not be subject to replacement by the Court.</li></ol> <p>LASSD will:</p> <ol style="list-style-type: none"><li>2. Specify furnishings and equipment which improve services to the public and do not constitute routine replacement of office equipment, furnishings or technology.</li><li>3. Properly maintain furnishings and equipment and provide for assembly, configuration, software, maintenance, and supplies, as needed, with the exception of Toshiba copiers, for which equipment maintenance agreements (EMA) will be covered by the Court.</li><li>4. Report to the Court any Court owned damaged items within three (3) business days upon receiving the item or upon the item being damaged. The Court may request reimbursement on items that were damaged during LASSD's use of said items.</li><li>5. Ensure that the goods remain at all times inside of the designated court-based clinic. Should LASSD wish to relocate any items listed in Appendix D to any other clinic location, then LASSD must first request and obtain authorization from the Court for the relocation, prior to LASSD relocating any of items in Appendix D.</li><li>6. Allow authorized Court staff to access clinic spaces for performance of routine asset management and inventory activities.</li></ol>
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**APPENDIX B**  
**GENERAL TERMS AND CONDITIONS**

1. **Accounting.** Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).
2. **Audit; Retention of Records**
  - A. **Audit.** Upon reasonable notice, Contractor will provide to Court, to any federal or state entity with monitoring or reviewing authority, or to Court's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide Court with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. This Agreement is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor (or any subcontractor) shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor (or any subcontractor) has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor (or any subcontractor) must reimburse the Court in an amount equal to the cost of such audit.
  - B. **Retention of Records.** Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.
3. **Certifications and Representations.** Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue. Contractor represents and warrants as follows:
  - A. **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
  - B. **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.
  - C. **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Court Personnel



## APPENDIX B

with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

- D. No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Court.
- E. No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- F. Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- G. No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- H. Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- I. No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- J. Non-Infringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- K. Non-discrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
- L. National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

## APPENDIX B

- M. Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

The Court may withdraw its approval of a subcontractor if the Court determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the Court rejects any proposed subcontractor in writing, Contractor will assume the proposed subcontractor's responsibilities. No subcontracting shall release Contractor from its responsibility for performance of its obligations under this Agreement. Contractor shall remain fully responsible for the performance of Subcontractors hereunder, including, without limitation, all work and activities of Subcontractors providing services to Contractor in connection with the Work. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations. Contractor shall be the sole point of contact with Subcontractors under this Agreement, and Contractor shall be solely responsible for Subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract. The Court's consent to any subcontracting or delegation of Contractor's obligations will take effect only if there is a written agreement with the Subcontractor, stating that the Contractor and Subcontractor: (i) are jointly and severally liable to the Court for performing the duties in this Agreement; (ii) affirm the rights granted in this Agreement to the Court; (iii) make the representations and warranties made by the Contractor in this Agreement; (iv) appoint the Court an intended third party beneficiary under Contractor's written agreement with the Subcontractor; and (v) shall comply with and be subject to the terms of this Agreement.

- N. Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.

- O. INTENTIONALLY OMITTED.**

- P. Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the Court ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Court.

- Q. Choice of Law; Jurisdiction and Venue**

- Choice of Law.** This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

## **APPENDIX B**

2. **Jurisdiction and Venue.** Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal Courts located in San Diego, California in any legal action concerning or relating to this Agreement.

### **4. Statement of Work; Acceptance**

- A. **Statement of Work.** Contractor will perform and complete all Work described in Appendix A, the Statement of Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.

- B. **Acceptance.**

1. All Work provided by Contractor under this Agreement is subject to written acknowledgement and acceptance by the Court. The Court will apply the acceptance criteria set forth in the Statement of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work.
2. If the Work is not acceptable, the Court shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of email to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Court shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 5 until Contractor's receipt of Court's written acceptance of such corrected Work; provided, however, that if Court rejects any Work on at least two (2) occasions, Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to Court.

- C. **Non-Exclusivity.** This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

### **5. Changes in Work; Stop Work**

- A. **Changes in Work.**

1. Court reserves the right to require Contractor to make changes in the Work, as set forth in the Statement of Work, which may include additions, deletions, or modifications to the Work, like changes in the timing or level of effort for the Work.
2. For any change proposed by Court or Contractor, Contractor will submit in writing:
  - a) a description of the proposed change and the reasons for the change;

## **APPENDIX B**

- b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
  - c) a statement of the expected impact on schedule.
- 3. If Court and Contractor agree on a change, Court will issue an Amendment documenting the change, for the parties' execution.
  - 4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by Court, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving a written directive or Amendment from Court. All costs for changes performed by Contractor without Court's prior written approval will be at Contractor's sole risk and expense.

### **B. Stop Work.**

- 1. Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.
- 2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to Court during the applicable Stop Work period. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, Court will either cancel the Stop Work Order or terminate the Work, as provided in Section 19 (Termination).
- 3. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. Court may make an equitable adjustment in the delivery schedule, the Contract Amount, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the applicable Stop Work period.
- 4. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Court may allow reasonable costs resulting from the Stop Work Order.
- 5. Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

## **6. Standard of Performance; Warranties**

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- A. Standard of Performance.** Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.
- B. Warranties.**
1. Contractor warrants and represents that the Work and all Deliverables furnished will conform to the requirements of this Agreement and such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by Court, free from defects in design. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.
  2. **Non-Infringement.** Contractor represents and warrants to Court that it does and will either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.
  3. All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.
  4. Unless otherwise specified, the warranties set forth in this Section 6 commence after Work has been approved and accepted by the Court.
- C. Personnel Requirements.**
1. Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.
  2. Court reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the Court.
  3. Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Court, Court may terminate this Agreement for cause.

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- D. Background Checks.** For Contractor's employees, Subcontractors, or agents performing work, and with access to Court's systems (on-site or remotely) in the performance of their Work under this Agreement, Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time. Contractor will cooperate with Court in performing any background checks, will provide prompt Notice to Court of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by Court. Contractor will obtain all releases, waivers, or permissions required for the release of such information to Court. Any additional costs will be borne by Contractor.

## 7. Confidential Information

- A. Requirements of Strict Confidence.** While performing Work under this Agreement, Contractor and its subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, Court users, or other government entity. Confidential Information includes, but is not limited to, recordings, transcripts and information relating to confidential hearings, confidential and/or sealed court records, and Court personnel interviews, as well as: (i) any information related to the business or operations of the Court, including information relating to the Court's personnel and users; and (ii) all information and data which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the Court's satisfaction that: (a) Contractor lawfully knew prior to the Court's first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

During the term of this Agreement and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning

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of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

- B. Permissible Disclosures.** Contractor may disclose Court's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of Court that are working on the project. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.
- 8. Consideration.** The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided.
- A. Payment Does Not Imply Acceptance of Work.** Court's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to Court.
- B. Disallowance.** If Contractor receives payment from Court for a service or reimbursement that is later disallowed or rejected by the Court, Contractor will promptly refund the disallowed amount to Court upon Court's request. At its option, Court may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.
- 9. Contractor Status**
- A. Independent Contractor.**
1. Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as

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expressly provided in the Statement of Work, Contractor has no authority or responsibility to exercise any rights or power vested in Court.

2. This Agreement will not be considered under any circumstance to create a joint-venture relationship.
3. If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

### **B. Contractor's Employees.**

1. Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.
2. Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.
3. If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.
4. Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between Court and any Contractor or Subcontractor personnel.

### **C. Exclusive Control of Means and Method of Performance.** Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement and more particularly as set forth in the Statement of Work, and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

### **D. Permits, Laws, and Regulations.**



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1. Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to Court, upon request.
2. Contractor will promptly provide Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

**E. Signature Authority.** Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement.

### 10. Public Works

- A. If work orders or projects fall within California Labor Code section 1720, the Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 - 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages can be found at <http://www.dir.ca.gov/OPRL/PWD/index.htm#Journeyman>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- B. The Contractor and all subcontractors shall pay all workers on work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, and the Prevailing wage rates are available on the internet at <http://www.dir.ca.gov/OPRL/PWD/index.htm#Journeyman>.

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- C.** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:
- "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."
- D.** Contractor shall, and shall ensure that all "subcontractors" (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. Contractor represents to the Court that all "subcontractors" (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies.
- E.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the project.
- F.** Unless otherwise provided in this Agreement, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Materials, articles and equipment furnished by the Contractor for incorporation into the work shall be new unless otherwise specified in the Agreement.
- G.** Workers are limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week except that pursuant to Labor Code Section 1815, any work performed in excess of 8 hours per day and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay. The Contractor shall pay the Court One Hundred Dollars (\$100) as a penalty for each worker for each calendar day worked in violation of the above limitations and restrictions.

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- H.** The Contractor shall comply with the provisions of the Labor Code including sections 1770 to 1780, inclusive and specifically Section 1775. In accordance with Section 1775, the Contractor shall forfeit to the Court the statutory amount, (currently not to exceed two hundred dollars (\$200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as determined by the Court, for the work or craft in which that worker is employed for any work done under contract by Contractor or by any subcontractor.
1. The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of Contractor or subcontractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.
  2. The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if Contractor or subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
  3. The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Contractor or subcontractor willfully violated Labor Code section 1775.
  4. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or subcontractor.
- I.** Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation whatsoever will be allowed by the Court due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing its bid.
- J.** If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as listed inside the booklet or access on the Internet. The rates thus determined shall be applicable as minimum from the time of initial employment.
- K.** The Contractor and each subcontractor shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as

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those forms. Upon written request by the Court, the Contractor's and subcontractor's certified payroll records (CPRs) shall be furnished within ten (10) days. The Contractor's and subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor. Upon written request by the Court, the Contractor's and subcontractor's certified payroll records (CPRs) shall be furnished within ten (10) days. The Contractor's and subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor.

- L.** Contractor shall pay travel and subsistence payments to persons required to execute the work as travel and subsistence payments are defined in applicable collective bargaining agreements filed with the Department of Industrial Relations, pursuant to Labor Code, Sections 1773.1 and 1773.9.
  - M.** Contractor acknowledges and agrees that, if this Agreement involves a dollar amount or a number of working days greater than those specified in Labor Code section 1777.5, then this Agreement is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance Labor Code section 1777.5 for all apprenticeship occupations.
    - 1. Contractor shall only employ properly registered apprentices in the execution of the Work. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered.
    - 2. All contractors and subcontractors with a contract value on the project of two hundred and fifty thousand dollars (\$250,000) or more, must employ workers in an apprenticeable craft and have agreements with registered apprenticeship programs, approved by the California Apprenticeship Council, that have graduated apprentices in that craft in each of the immediately preceding five (5) years. This graduation requirement does not apply to programs providing apprenticeship training for any craft that has not been deemed by the Department of Industrial Relations to be an apprenticeable craft for the five years prior.
- 11. Dispute Resolution.** Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.
- A. Escalation.**
    - 1. If a dispute remains unresolved following Notice by either party, each party's Chief Executive Officer ("CEO") or designated representative will meet to exchange information and attempt resolution within fifteen days of the effective date of the Notice.

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2. If the matter is not resolved as set forth in previous section 11.A.1, the aggrieved party will submit a second Notice which will:
  - a) Provide detailed factual information;
  - b) Identify the specific provisions in this Agreement on which any demand is based;
  - c) Advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
  - d) Attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.
3. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

**B. Confidentiality During Dispute Resolution.**

1. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.
2. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

**12. Force Majeure**

**A.** Force Majeure events include, but are not limited to:

1. Catastrophic acts of nature, or public enemy;
2. Civil disorder;
3. Fire or other casualty for which a party is not responsible; and
4. Quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to

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continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

**B.** Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

- 13. Indemnity.** Contractor will defend (with counsel satisfactory to the Court or its designee), indemnify and hold harmless the Court and the Court Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

- 14. Notices.** Notices must be sent to the following address and recipient:

<b>If to Contractor:</b>	<b>If to the Court:</b>
Legal Aid Society of San Diego, Inc. Gregory E. Knoll Executive Director/Chief Counsel 1764 San Diego Avenue, Suite 200 San Diego, CA 92110 <u>With a copy to:</u>	Superior Court of California, County of San Diego Michael Roddy, Executive Officer 1100 Union St. San Diego, CA 92101 <u>With a copy to:</u> Vanessa Okada, Sr. Procurement & Contract Specialist

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

## **15. Insurance**

- A. General Insurance Requirements.** Contractor will obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such

## **APPENDIX B**

minimum insurance, Court will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of completion of the Work.

### **B. Minimum Scope & Limits of Coverage.**

Contractor will maintain the following coverages:

1. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability “occurrence” form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.
2. *Workers Compensation and Employer’s Liability.* The policy is required only if Contractor has employees. The policy must include workers’ compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer’s liability bodily injury at minimum limits of \$500,000 per accident or disease.
3. *Professional Liability.* This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor’s performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a “claims made” form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date that activities commence pursuant to this Agreement.
4. *Automobile Liability.* This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor’s performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
5. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.

## APPENDIX B

- C. Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- D. Deductibles and Self-Insured Retentions.** Contractor shall declare to the Court all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the Court's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- E. Endorsements; Additional Insureds.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Superior Court of California, County of San Diego, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.
- F. Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Court certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the Court.
- G. Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- H. Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and non-contributory with any insurance or self-insurance maintained by Court and Court Personnel, and the basic coverage insurer waives any and all rights of subrogation against Court and Court Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Superior Court of California, County of San Diego, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- I. Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.



## APPENDIX B

- J. Consequence of Lapse.** If required insurance lapses during the Term, the Court is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 16. Limitation of Liability.** Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under this Agreement.
- 17. Modification.** No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes to the Statement of Work.
- 18. Amendments.** No amendment or change to this Agreement will be valid without written approval by Court, in the form of an Amendment signed by the Court's Executive Officer, including any changes to the Statement of Work and Deliverables.
- 19. Termination**
- A. Termination for Convenience.** The Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Court, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
- B. Termination for Cause.** The Court may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
- C. Termination for Changes in Budget or Law.** The Court's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Court may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Court if: (i)

## APPENDIX B

expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Court determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.

### D. Rights and Remedies of the Court.

1. **Nonexclusive Remedies.** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Court immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Court may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Court and Contractor; (ii) require Contractor to enter into non-binding mediation; (iii) exercise, following Notice, the Court's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
2. **Replacement.** If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue any Services not terminated hereunder.
3. **Delivery of Materials.** In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Court with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Court-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Court's termination is not for cause, the Court shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Court's termination Notice.
20. **Union Activities Restrictions.** If the Contract Amount is over \$50,000, this section is applicable. Contractor agrees that no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
21. **Domestic Partners, Spouses, and Gender Discrimination.** If the Contract Amount is \$100,000 or more, this section is applicable. Contractor is in compliance with, and

## APPENDIX B

throughout the Term will remain in compliance with, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

22. **Child Support Compliance Act.** If the Contract Amount is \$100,000 or more, this section is applicable. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
23. **Priority Hiring.** If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable. Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
24. **Iran Contracting Act.** If the Contract Amount is \$1,000,000 or more and Contractor did not provide to Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable. Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).
25. **Loss Leader Prohibition.** If this Agreement involves the purchase of goods, this section is applicable. Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.
26. **Recycling.** If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable. Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

## APPENDIX B

- 27. Sweatshop Labor.** If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable. Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the Court.
- 28. Federal Funding Requirements.** If this Agreement is funded in whole or in part by the federal government, this section is applicable. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the Court by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Court may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
- 29. Tax Delinquency.** Contractor must provide notice to the Court immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Court may terminate this Agreement immediately "for cause" pursuant to Section 19 - Termination if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
- 30. DVBE Participation.** If Contractor made a commitment to achieve disabled veteran business enterprise ("DVBE") participation in connection with this Agreement, this section is applicable. Contractor shall within sixty (60) days of receiving final payment under this Agreement certify in a report to the Court: (i) the total amount the prime Contractor received under this Agreement; (ii) the name and address of any DVBE that participated

## APPENDIX B

in the performance of this Agreement; (iii) the amount each DVBE received from Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

31. **Good Standing.** Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
32. **Unruh and FEHA.** Contractor certifies, under penalty of perjury, that it: (i) is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code); (ii) is in compliance with the California Fair Employment and Housing Act (FEHA) (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); and (iii) does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act or the California Fair Employment and Housing Act.
33. **Antitrust Claims.** If this Agreement resulted from a competitive solicitation, this section is applicable. Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.
34. **Legal Services.** If this Agreement is for legal services, this section is applicable. Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Court; (ii) adhere to litigation plans designated by the Court, if applicable; (iii) adhere to case phasing of activities designated by the Court, if applicable; (iv) submit and adhere to legal budgets as designated by the Court; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Court; and (vi) submit to legal bill audits and law firm audits if so requested by the Court, whether conducted by employees or designees of the Court or by any legal cost-control provider retained by the Court for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Court. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours

## APPENDIX B

of pro bono legal services during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.

35. **Small Business Preference.** This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.
36. **Equipment Purchases.** If this Agreement includes the purchase of equipment, this section is applicable. The Court may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the Court, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Court at no expense to the Court. If a theft occurs, Contractor must file a police report immediately.
37. **Four-Digit Date Compliance.** If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable. Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the Court. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.
38. **Janitorial Services or Building Maintenance Services.** If this Agreement is for janitorial or building maintenance services, this section is applicable. If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
39. **Time is of the Essence.** Time of performance is of the essence in the performance of services by Contractor under this Agreement.

## APPENDIX B

### 40. **Waiver; Severability.**

- A. **Waiver of Rights.** Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.
- B. **Severability.** The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

### 41. **Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties.

### 42. **Entire Agreement.**

- A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.
- B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.
- C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter.

### 43. **Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

## APPENDIX C

### PAYMENT PROVISIONS

**1. General.** Subject to the terms of this Agreement, Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in this Appendix C. The amounts specified in the Coversheet shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.

**2. Compensation for Services.**

**A. Amount.** Contractor will invoice the following amounts for Services or Deliverables that the Court has accepted: quarterly in arrears for work completed and accepted with the annual total not exceeding estimated total \$223,302.00 without Court written approval.

**B. No Advance Payment.** The Court will not make any advance payment for Services.

**3. Invoicing and Payment.**

**A. Invoicing.** Contractor shall submit invoices to the Court in arrears no more frequently than quarterly. Contractor's invoices must be sent to the email inbox or address below:

Court.AP@sdcourt.ca.gov

San Diego Superior Court  
330 W. Broadway Room 357  
San Diego, CA 92101

**B. Payment.** The court will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Services, or Deliverables, in accordance with the terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary, payments to the Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.

**4. Taxes.** Unless otherwise required by law, the Court is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The Court shall only pay for any state or local sales, service, use or similar taxes imposed on the Services rendered or equipment, parts or software supplies to the Court pursuant to this Agreement.



## **APPENDIX D**

### **ASSET INVENTORY**

## APPENDIX D ASSET INVENTORY

### Asset Inventory

Quantity	Description	Vendor	Asset Tag Number(s)	Recipient	Courthouse	Clinic	Floor	Room No.
1	Wall Art, "Family First", w/Owl, Black Frame, 16"x16"	Art.com	5053911	Legal Aid Society of San Diego	Central Courthouse	Conservatorship Clinic	5th Floor	Room 541
1	4-Tiered Acrylic Literature Stand for floor	Displays2Go	Not Applicable	Legal Aid Society of San Diego	Central Courthouse	Conservatorship Clinic	5th Floor	Room 541
1	Wall Art, "Be Kind/Brave/Thankful/Yourself", Brushstroke, Black	Art.com	5053914	Legal Aid Society of San Diego	East County Regional Center	Civil Harassment TRO	1st Floor	by Dept. 1
1	Paper Shredder	Uline	5053924	Legal Aid Society of San Diego	East County Regional Center	Civil Harassment TRO	1st Floor	by Dept. 1
1	Wall Art, "Be Kind/Brave/Thankful/Yourself", Brushstroke, Black	Art.com	5053913	Legal Aid Society of San Diego	Hall of Justice	UD/TRO/Name Change	2nd Floor	Room 251
1	Wall Art, "Diversity", Gramercy Frame, 34 x 46	Art.com	5053915	Legal Aid Society of San Diego	Hall of Justice	UD/TRO/Name Change	2nd Floor	Room 251
2	4-Tiered Acrylic Literature Stand for floor	Displays2Go	Not Applicable	Legal Aid Society of San Diego	Hall of Justice	UD/TRO/Name Change	2nd Floor	Room 251
3	Sign Holder, Silver, 8.5 x 11	Displays2Go	Not Applicable	Legal Aid Society of San Diego	Hall of Justice	UD/TRO/Name Change	2nd Floor	Room 251
1	Wall Art, "Hope", red print, black frame, 16"x16"	iCanvas	5053918	Legal Aid Society of San Diego	Hall of Justice	UD/TRO/Name Change	2nd Floor	Room 251
13	Floor Mat	Staples	Not Applicable	Legal Aid Society of San Diego	Hall of Justice	UD/TRO/Name Change	2nd Floor	Room 251
1	Automatic Stapler	Uline	5053922	Legal Aid Society of San Diego	Hall of Justice	UD/TRO/Name Change	2nd Floor	Room 251
1	Paper Shredder	Uline	5053925	Legal Aid Society of San Diego	Hall of Justice	UD/TRO/Name Change	2nd Floor	Room 251
1	AV Cart	Wal-Mart	5053929	Legal Aid Society of San Diego	Hall of Justice	UD/TRO/Name Change	2nd Floor	Room 251
1	Wall Art, "Be Brave Today", Blue Circle, Black Frame, 21 x 26	Art.com	5053917	Legal Aid Society of San Diego	South County Regional Center	DV/CH TRO Clinic	1st Floor	Room 158
1	Wall Art, "Diversity", Gramercy Frame, 34 x 46	Art.com	5053916	Legal Aid Society of San Diego	South County Regional Center	DV/CH TRO Clinic	1st Floor	Room 158
1	Wall Art, "Family First", w/Owl, Black Frame, 16"x16"	Art.com	5053912	Legal Aid Society of San Diego	South County Regional Center	DV/CH TRO Clinic	1st Floor	Room 158
3	4-Tiered Acrylic Literature Stand for floor	Displays2Go	Not Applicable	Legal Aid Society of San Diego	South County Regional Center	DV/CH TRO Clinic	1st Floor	Room 158
2	Sign Holder, Silver, 8.5 x 11	Displays2Go	Not Applicable	Legal Aid Society of San Diego	South County Regional Center	DV/CH TRO Clinic	1st Floor	Room 158
7	Floor Mat	Staples	Not Applicable	Legal Aid Society of San Diego	South County Regional Center	DV/CH TRO Clinic	1st Floor	Room 158
1	Automatic Stapler	Uline	5053923	Legal Aid Society of San Diego	South County Regional Center	DV/CH TRO Clinic	1st Floor	Room 158
1	Paper Shredder	Uline	5053926	Legal Aid Society of San Diego	South County Regional Center	DV/CH TRO Clinic	1st Floor	Room 158
4	Sneeze Guard Barriers	Various	TBD	Legal Aid Society of San Diego	Hall of Justice	UD/TRO/Name Change	2nd Floor	Room 251
1	Hand Sanitizer Station	Amazon	TBD	Legal Aid Society of San Diego	Hall of Justice	UD/TRO/Name Change	2nd Floor	Room 251
1	Hand Sanitizer Station	Amazon	TBD	Legal Aid Society of San Diego	Central Courthouse	Conservatorship Clinic	5th Floor	Room 541
1	Hand Sanitizer Station	Amazon	TBD	Legal Aid Society of San Diego	East County Regional Center	Civil Harassment TRO	1st Floor	by Dept. 1
1	Hand Sanitizer Station	Amazon	TBD	Legal Aid Society of San Diego	South County Regional Center	DV/CH TRO Clinic	1st Floor	Room 158
2	Sneeze Guard Barriers	Various	TBD	Legal Aid Society of San Diego	South County Regional Center	DV/CH TRO Clinic	1st Floor	Room 158
3	Tables	The Webstaurant	TBD	Legal Aid Society of San Diego	South County Regional Center	DV/CH TRO Clinic	1st Floor	Room 158
8	Chairs	The Webstaurant	TBD	Legal Aid Society of San Diego	South County Regional Center	DV/CH TRO Clinic	1st Floor	Room 158
1	Floor Standing Sneeze Shield with Counter and Slot/ Wheels	Displays2Go	TBD	Legal Aid Society of San Diego	Central Courthouse	Conservatorship Clinic	5th Floor	541
1	Phone Headset	Staples	TBD	Legal Aid Society of San Diego	East County Regional Center	Civil Harassment TRO	1st Floor	by Dept. 1
1	Floor Standing Sneeze Shield with Counter and Slot/ Wheels	Displays2Go	TBD	Legal Aid Society of San Diego	East County Regional Center	Civil Harassment TRO	1st Floor	by Dept. 1

# APPENDIX D ASSET INVENTORY



Asset Tag	Serial Number	Serv Tag	HW Type	Mfr	Model	Related Workstation Asset Tag	Site	Floor	Room#	Group/Clinic Name	Primary User	Note
1013281	N/A	GRG1RV2	Laptop	Dell	7490	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1013282	N/A	DB91RV2	Laptop	Dell	7490	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1013262	N/A	DTJ5FW2	Desktop	Dell	Optiplex 3060	N/A	ECRC	1	by Dept 1	Civil Harassment and Elder Abuse TRO Clinic	Legal Aid Society of San Diego	
1013263	N/A	DTK37X2	Desktop	Dell	Optiplex 3060	N/A	ECRC	1	by Dept 1	Civil Harassment and Elder Abuse TRO Clinic	Legal Aid Society of San Diego	
1013264	N/A	DTH17X2	Desktop	Dell	Optiplex 3060	N/A	ECRC	1	by Dept 1	Civil Harassment and Elder Abuse TRO Clinic	Legal Aid Society of San Diego	
1013265	N/A	DTH5FW2	Desktop	Dell	Optiplex 3060	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	
1013266	N/A	DTJ37X2	Desktop	Dell	Optiplex 3060	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	
1013267	N/A	DTK5FW2	Desktop	Dell	Optiplex 3060	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	
1013268	N/A	DTJ7FW2	Desktop	Dell	Optiplex 3060	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	
1013269	N/A	DTK27X2	Desktop	Dell	Optiplex 3060	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	
1013270	N/A	DTH37X2	Desktop	Dell	Optiplex 3060	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	
1013271	N/A	DTH27X2	Desktop	Dell	Optiplex 3060	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	
1013272	N/A	DTK7FW2	Desktop	Dell	Optiplex 3060	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1013273	N/A	DTJ27X2	Desktop	Dell	Optiplex 3060	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1013274	N/A	DTK17X2	Desktop	Dell	Optiplex 3060	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1013275	N/A	DTH6FW2	Desktop	Dell	Optiplex 3060	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1013276	N/A	DTK6FW2	Desktop	Dell	Optiplex 3060	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1013277	N/A	DTJ6FW2	Desktop	Dell	Optiplex 3060	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1013278	N/A	DTH7FW2	Desktop	Dell	Optiplex 3060	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1013279	N/A	DTG7FW2	Desktop	Dell	Optiplex 3060	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1013280	N/A	DTJ17X2	Desktop	Dell	Optiplex 3060	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1013010	CN04TD4GWS2008ACALGY	CM8M6R2	Monitor	Dell	U2419DC	N/A	ECRC	1	by Dept 1	Civil Harassment and Elder Abuse TRO Clinic	Legal Aid Society of San Diego	
1014011	CN04TD4GWS2008ACALCY	7M8M6R2	Monitor	Dell	U2419DC	N/A	ECRC	1	by Dept 1	Civil Harassment and Elder Abuse TRO Clinic	Legal Aid Society of San Diego	
1014012	CN04TD4GWS2008ACALEY	9M8M6R2	Monitor	Dell	U2419DC	N/A	ECRC	1	by Dept 1	Civil Harassment and Elder Abuse TRO Clinic	Legal Aid Society of San Diego	
1014013	CN04TD4GWS2008ACAKLY	FK8M6R2	Monitor	Dell	U2419DC	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	
1014014	CN04TD4GWS2008ACALRY	4N8M6R2	Monitor	Dell	U2419DC	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	
1014015	CN04TD4GWS2008B3A3UW	21545R2	Monitor	Dell	U2419DC	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	
1014016	CN04TD4GWS2008ACALLY	HM8M6R2	Monitor	Dell	U2419DC	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	
1014017	CN04TD4GWS2008ACAK9Y	2K8M6R2	Monitor	Dell	U2419DC	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	
1014018	CN04TD4GWS2008ACALQY	3N8M6R2	Monitor	Dell	U2419DC	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	
1014019	CN04TD4GWS2008ACAKSY	3L8M6R2	Monitor	Dell	U2419DC	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	

# APPENDIX D ASSET INVENTORY



Asset Tag	Serial Number	Serv Tag	HW Type	Mfr	Model	Related Workstation Asset Tag	Site	Floor	Room#	Group/Clinic Name	Primary User	Note
1014020	CN04TD4GWS2008B3 A3GW	60545R2	Monitor	Dell	U2419DC	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1014021	CN04TD4GWS2008AC AKTY	4L8M6R2	Monitor	Dell	U2419DC	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1014022	CN04TD4GWS2008AC AKBY	4K8M6R2	Monitor	Dell	U2419DC	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1014023	CN04TD4GWS2008AC AKFY	8K8M6R2	Monitor	Dell	U2419DC	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1014024	CN04TD4GWS2008AC ALKY	GM8M6R2	Monitor	Dell	U2419DC	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1014025	CN04TD4GWS2008AC ALMY	JM8M6R2	Monitor	Dell	U2419DC	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1014026	CN04TD4GWS2008B3 A2XW	3Z445R2	Monitor	Dell	U2419DC	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1014027	CN04TD4GWS2008AC ALPY	2N8M6R2	Monitor	Dell	U2419DC	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1014028	CN04TD4GWS2008AC AKNY	HK8M6R2	Monitor	Dell	U2419DC	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	
1013283	LINUXUAV1110599		Smart TV	Vizio	D50X - G9	N/A	HOJ	2	251	UD/TRO/Name Change	Legal Aid Society of San Diego	Damaged
1013259	PHBV704687	N/A	Stand Alone Printer	HP	M402dw	N/A	ECRC	1	by Dept 1	Civil Harassment and Elder Abuse TRO Clinic	Legal Aid Society of San Diego	
1013260	PHBVD48722	N/A	Stand Alone Printer	HP	M402dw	N/A	SCRC	1	158	TRO Clinic	Legal Aid Society of San Diego	

**APPENDIX D  
ASSET INVENTORY**

**IT Asset Inventory- LASSD Telephone List**

<b>Extension</b>	<b>Serial Number</b>	<b>Manufacturer</b>	<b>Model</b>
X7191	00SP54070975	Avaya/Lucent	6408D+
X7164	00SP54070548	Avaya/Lucent	6408D+
X7154	01A765307858	Avaya/Lucent	6408D+
X7155	00SP54051720	Avaya/Lucent	6408D+
X7157	00SP54058575	Avaya/Lucent	6408D+
X7168	00SP54071339	Avaya/Lucent	6408D+
X7177	01A747303384	Avaya/Lucent	6408D+
X7189	00SP54069993	Avaya/Lucent	6408D+
X7184	00SP54070545	Avaya/Lucent	6408D+



**Eligibility Category:** LSP

**Grant Year:** 2023

**Due Date:** March 18, 2022 5:00pm PST

**Prepared by:** Alysa Meyer

**Email:** ameyer@lsnc.net

**Contact Phone:** 530-662-1065

**Funding Opportunity:** Partnership Grants

**Project Title:** Yolo Consumer Clinic

**Program Name:** Legal Services of Northern California

**Applicant Title:** Managing Attorney

**Address:** 517 12th Street

**City:** Sacramento

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

Respond to the questions as concisely and completely as possible. All responses must be self-contained and should only refer to materials uploaded with this proposal.

**1. Application Contact:** Alysa Meyer

**Job Title:** Managing Attorney

**Email:** ameyer@lsnc.net

**Telephone:** 530-207-4235

**2. Total Amount** \$39,000

**Requested:**

Request project amounts  
divisible evenly by \$1,000.



**3. Partner Court(s)**

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Yolo Superior Court

**4. County(ies) Served by  
this Project:**

**County(ies) Served by this Project**

Yolo

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**5. Substantive Area(s)**

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Consumer/Finance, Income Maintenance

**6. Is the project currently funded by a Partnership Grant?**

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Yes

**a. Select Project for 2022 - Yolo Consumer Clinic  
Refunding:**

**b. Number of years 1  
funded:**



**c. For projects more than 5 years, does this project have any significant changes, such as change to location of host court or substantive focus that it should be considered new or not currently funded?:**

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 significant change to its substantive focus.

**If yes, describe:**

## **7. Project Abstract**

Provide a brief summary of 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. Detailed information regarding these areas will be provided in Form B – Project Description. (250 word limit)





Legal Services of Northern California's Yolo County office (LSNC) and the Yolo County Superior Court propose to provide a free Consumer Clinic for low income people to address the rise in consumer lawsuits exacerbated by the pandemic. The Clinic is targeted at the 48,465 Yolo County residents living below 125 percent of the federal poverty level, with a focus on serving low-income litigants with language, literacy, or technology barriers. These groups need free legal assistance in consumer cases because they have difficulty accessing the Court and have been hardest hit by the economic crisis caused by the pandemic. Of the estimated 220,500 people who live in Yolo County, 38 percent speak English less than "very well," 20.8 percent speak only Spanish, and 7.7 percent lack basic literacy skills. 2,638 people in Yolo County reside in rural areas with limited internet services and broadband speed rates substantially below the California standard. The project is unique to the region and will ensure that all consumer litigants have equal access to the Court.

LSNC's Yolo staff attorneys will rotate providing twice-a-week one-on-one legal assistance in consumer law cases through a 20 percent full time equivalent position. LSNC will also offer mediation during the small claims court calendar, with a focus on pandemic rental debt and collection cases. The project will assist with the unmet need for pro per legal assistance in consumer law cases, reduce court clerk time spent with self-represented litigants, and promote judicial economy.

## Form B - Project Description

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### 1. Court Involvement

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A formal letter of support and memorandum of understanding must be uploaded to Form F. See Application Instructions for detailed information about these documents.

#### a. Court Coordination

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Describe the current and planned coordination and collaboration on this project with existing court-based services. (250 word limit)



The Yolo County Superior Court, through its Family Law Facilitator and Self Help Center (FLF-SHC), have collaborated with LSNC-Yolo to provide self-help services to unrepresented litigants at the Court since 2010. In 2022, the partners collaborate on the Sargent Shriver Civil Counsel Act Housing Court Pilot Project and the Partnership grant-funded Yolo Consumer Clinic. Prior to the pandemic, LSNC staff provided self-help services to unrepresented litigants at the courthouse's Self Help Center. The Court provided meeting space for LSNC's staff for one-on-one appointments and group workshops. While operating remotely, the partners have a mutual referral system for self-represented litigants. The FLF-SHC field telephone calls from self-represented litigants who need assistance with consumer law and housing matters and refer those litigants to LSNC, and LSNC refers applicants who are not eligible for assistance from LSNC to the FLF-SHC. The partners plan to integrate services with the Self-Help Center in 2023, with LSNC providing one-on-one appointments and mediation either at the courthouse or on referral from the Self-Help Center staff, depending on the status of the Court's operations in 2023.

Court Name	Branch (If Applicable)	Address	On-Site Days/Hours	Total Hours/Month
Yolo Superior Court		1000 Main Street, Woodland, CA	M 8:30-10:30 & 1:30-3:30-mediation/TTh 8:30-12:00-one-on-one appointments	50

#### c. Facilities & Court Resources

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)

If the Court's Self-Help Center is open for in-person services by partner agencies in 2023, the Court will provide in-kind space in the workshop room for project services, in-kind security services, in-kind use of the copier and workshop room computers, general oversight of project staff while they are at the courthouse site, and an in-kind waiting area for project clients and participants. The Court will also provide data, as needed and available, to the managing attorney for use in assessing the quality and impact of the project's services.

#### d. 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 participate, and any issues currently to be resolved. (250 word limit)



The partners will meet quarterly to discuss progress toward project goals, to resolve any issues that arise, and to plan for future needs. The partners will meet in February, April, July, and late September or early October. Meeting participants will include LSNC-Yolo's managing attorney, project attorneys, the Court's Self-Help attorney, and Court Executive staff. The partners may also elicit feedback from the judicial officer who hears small claims cases to coordinate mediation services.

The partners will also have the opportunity to meet more informally when LSNC staff are on site at the Self-Help Center to resolve any issues related to client services, referrals, trends, and logistics.

#### **e. 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)

Court staff will participate in evaluating the project by providing Court data about the project and informal feedback about the impact of the project's services on the Court. Court staff will also provide feedback when project staff are on site at the Self Help Center. The managing attorney, project attorneys, and Court partners review quarterly data from the formal and informal evaluations to assess performance in meeting project goals and design and implement changes as needed.

#### **f. Describe if there are other aspects of court involvement that distinguish this project from other self-help clinics, or any court partnership information not provided above. (250 word limit)**

The Self-Help Center will post flyers and provide information to both litigants and the Superior Court personnel about the Consumer Clinic to ensure that both groups are aware of the project. Project staff are embedded at the Self-Help Center to ensure project participants have low barriers in filing court documents following Clinic appointments.

## **2. Project Impact**

#### **a. Program's Qualifications**

What is the applicant program's experience providing assistance to self-represented litigants, including court-based services? (250 word limit)



Founded in Sacramento in 1956, Legal Services of Northern California (LSNC) is a private non-profit legal aid organization covering twenty-three counties in Northern California. LSNC's Yolo County Office was founded in 1967. LSNC provides quality legal services to empower the poor to identify and defeat the causes and effects of poverty within their community. LSNC is nationally recognized for its pioneering efforts in legal service delivery to unrepresented litigants through "assisted self-representation" models using legal counseling and advice, unbundled legal services, web-based and printed self-help materials, clinics, and community outreach and education.

LSNC-Yolo has been assisting self-represented litigants from its inception. LSNC-Yolo staff closed over 1,100 cases last year. LSNC-Yolo also has significant experience providing court-based services for self-represented litigants. LSNC has collaborated with the Yolo Superior Court on projects for self-represented litigants based at the Self Help Center for twelve years. LSNC's court-based self-help services have expanded the Court's capacity to serve the County's numerous self-represented litigants. LSNC and the Court currently collaborate on the Sargent Shriver Civil Counsel Act Housing Court Pilot Project and the Partnership Grant-funded Yolo Consumer Clinic. LSNC's Shriver attorney has been providing court-based services to self-represented litigants in unlawful detainer cases since 2011. The Yolo Consumer Clinic has been operational since 2021, although LSNC and the Court have collaborated on other Partnership Grant projects for more than eleven years.

#### **b. 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)



Yolo County is a mixed urban-rural community of 220,500, including 39,709 people age 60+, 16,022 people who are limited-English proficient, 17,174 people with literacy barriers, and 30,173 rural residents. (data.census.gov) 48,465 people have incomes below 125% FPL and 69,867 have incomes below 200% FPL. (data.census.gov) 33.1 percent identify as Hispanic or Latinx, 14 percent identify as Asian, 2.8 percent identify as Black, and 15.7 percent identify as two or more races. (data.census.gov). 11.7 percent of the population does not have broadband access. (data.census.gov)

Low-income, rural, low literate and limited-English-speaking persons in Yolo County are particularly in need of legal assistance in consumer law because the pandemic has had a disproportionate impact on these groups and they experience language and technology barriers in trying to navigate the courthouse without assistance. Low-income households have experienced higher rates of coronavirus-related job or pay cuts than middle or high-income households. (<https://www.pewresearch.org/social-trends/2021/03/05/a-year-into-the-pandemic-long-term-financial-impact-weighs-heavily-on-many-americans/>.) They have had to rely on credit and loans to pay for necessities during the pandemic, including food and rent. 3,231 Yolo County households applied for the California COVID-19 Rent Relief program as of March 15, 2022, but less than half—only 1,566 households—were served. Nearly all households assisted were very low-income. Renters whose primary language is not English appear to be underrepresented in the program. (<https://nationalequityatlas.org/CARentalAssistance>.) The partners therefore expect consumer debt lawsuits brought by debt collectors seeking to collect unpaid rent and other bills in limited civil and small claims court to rise in 2023.

### c. 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)



Legal Advice and Forms Preparation - The Yolo Consumer Clinic will offer information, advice, forms preparation, and referral to individuals facing consumer-related legal problems, targeting services to low income people impacted by the pandemic. The topics will cover a broad range of consumer issues related to the pandemic, including consumer debt lawsuits, lawsuits for unpaid rent, automobile repossession, medical debt, pandemic scams and fraud, door-to-door sales fraud, identity theft, consumer loans, and fair debt collection practices. The Clinic will also assist with claims of exemption.

Small Claims Mediation: The project will offer in person or Zoom mediation for small claims litigants on Mondays during the small claims calendar, with an emphasis on pandemic debt cases. The partners anticipate that rental debt case filings and debt collection in small claims cases will ramp up in the spring of 2022 when most tenant protections expire. Those cases are likely to be filed in small claims court, increasing the burden on the small claims calendar. Mediation will divert some of those cases from the trial calendar, thus preserving judicial economy.

#### d. Coordination Efforts

Describe the current and planned coordination and collaboration on this project with other legal services providers, or other community organizations. (250 word limit)

In 2020, litigants filed only six (6) breach of contract cases in Yolo Superior Court. In 2021, litigants filed more than one-thousand (1,000) breach of contract cases. Project staff communicates the availability the Yolo Consumer Clinic to the Court staff, who interact most frequently with self-represented litigants. Project staff will also distribute bilingual (English/Spanish) flyers at the kiosk at the Self-Help Center, at the law library, and at community-based organizations that serve the target population. LSNC staff also attends numerous meetings throughout the county with other service providers, where staff have the opportunity to share information about LSNC's services, including the project. Project staff will also attend outreach events, either remotely or in person, like the annual Yolo County Fraud Fair, Senior Resource Fairs, and farmworker outreach events, where staff are able to distribute flyers concerning the project.

Individual Services		Workshops		Self-Help Clinics	
Number of Individuals to be Served	Number of Services	Number of Individuals to be Served	Number of Services	Number of Individuals to be served	Number of Services



**Information on  
Legal Options**

144	0	0	0	0
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**Information on Court  
Procedures and Hearing  
Preparation**

144	0	0	0	0
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**Document Preparation and  
Review**

85	0	0	0	0
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**Filing or Service  
Assistance**

40	0	0	0	0
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**Supervised Settlement  
Services**

0	0	0	0	0
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**Post-hearing Assistance**

25	0	0	0	0
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**Other**

52	0	0	0	0
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Identify any further or additional project goals, not identified above. (250 word limit)

- 1. Other:** The "other" individual services represents mediation in 52 cases during the small claims court calendar, focusing on pandemic rental debt and collection cases. The goals for mediation are to ensure that the parties reach a mutually acceptable resolution and to preserve judicial economy by diverting cases from the trial calendar.

The overall goals of one-on-one assistance are to ensure that self-represented litigants in consumer cases related to the pandemic file the correct paperwork, understand the court procedures and substantive area of the law, receive information about their legal options, are prepared to represent themselves at court, and receive appropriate referrals.

**2. Total Number of Individual Services:** 196

Do not include family members and others impacted.

**3. Total Number of Workshops:** 0

**4. Total Number of Self-Help Clinics:** 0

**5. Format:** N/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)

**f. Outreach & Community Engagement**



**1. Outreach:** Project staff will provide flyers to Court Clerks describing the availability of services. Project staff will also distribute bilingual (English/Spanish) flyers at the kiosk at the Self-Help Center, at the law library, and at community-based organizations that serve the target population. LSNC staff also attends numerous meetings throughout the county with other service providers, where staff have the opportunity to share information about LSNC's services, including the project. Project staff will also attend outreach events, either remotely or in person, like the annual Yolo County Fraud Fair, Senior Resource Fairs, and farmworker outreach events, where staff are able to distribute flyers concerning the project.

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

**2. Language Access:** The service population includes a significant number of people who speak English less than "very well." Of that population, 12,483 identify Spanish as the language spoken at home. (data.census.gov) LSNC-Yolo has in-house capability of translating for clients who speak Spanish. LSNC-Yolo employs three administrative professionals and four staff attorneys who are bilingual (Spanish/English). The project mediator is also bilingual (English/Spanish). LSNC-Yolo may utilize staff in other field offices to interpret in additional languages. LSNC uses a language line for accessing other languages, which is available to project staff at LSNC-Yolo and the courthouse site. LSNC also contracts with a company that translates documents to languages spoken by the client population for which in house services are not available.

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

**3. Outreach Resources:** LSNC will update its handout on answering consumer debt lawsuits in Yolo County, prepared by the project staff attorneys and edited by the managing attorney in 2022. The handout guides litigants through the process of answering a debt collection lawsuit in the local courthouse. The project will also explore using animated videos from PowToon to provide information to self-represented litigants about consumer debt lawsuits. LSNC used this format for disseminating information about COVID-19 renter protections and found it to be accessible to people with literacy barriers.

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](http://www.courts.ca.gov). (250 word limit)

### 3. Administration



### a. Grant Year Timetable

For existing and new projects, describe the proposed timetable for the implementation or continued administration of the project by quarter for the grant year. Indicate if any significant changes to existing operations are anticipated. (250 word limit)

**Q1 (January-March):** Provide court-based one-on-one appointments on Tuesdays and Thursdays, or remotely if the courthouse is closed for in person services by Court partners. Begin mediating small claims cases during the small claims calendar. Train volunteer attorneys and law students interested in participating in the project. Disseminate satisfaction surveys to project clients. Meet with collaborating partners to discuss project.

**Q2 (April-June):** Provide court-based one-on-one appointments. Train volunteer attorneys and law students. Update/prepare the handout on answering consumer debt lawsuits in Yolo County. Mediate small claims cases during the small claims calendar. Meet with collaborating partners to discuss project success and necessary changes to meet project goals. Disseminate satisfaction surveys to project clients. Research potential funding streams for continuation of the project.

**Q3 (July-September):** Provide court-based one-on-one appointments. Train volunteer attorneys and law students. Mediate small claims cases during the small claims calendar. Meet with collaborating partners to discuss project success and necessary changes to meet project goals. Disseminate satisfaction surveys to project clients.

**Q4 (October-December):** Provide court-based one-on-one appointments. Train volunteer attorneys and law students. Mediate small claims cases during the small claims calendar. Meet with collaborating partners to discuss project success and necessary changes to meet project goals. Disseminate satisfaction surveys to project clients. Evaluate the project using evaluation toolkit measures, including client follow up surveys. Meet with collaborating partners to discuss project outcomes.

### b. Staffing



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)

The collaborative partners propose to offer its services through a 30 percent FTE staff attorney position supervised by LSNC-Yolo's Managing Attorney. Staff attorneys from LSNC's Yolo office will rotate providing one-on-one consumer clinic appointments at the courthouse on Tuesdays and Thursdays from 8:30-12:00 (20% FTE). Debbie Benci-Woodward, who has served as the self-help attorney and mediator for the Shriver project for eight years, will mediate small claims consumer debt cases on Mondays (10% FTE). LSNC-Yolo's Managing Attorney, Alysa Meyer, provides overall supervision and training for project staff. She has more than twenty-seven years of experience in civil litigation, including fourteen years managing LSNC's Yolo County office and more than six years running legal clinics for self-represented litigants at LSNC's Voluntary Legal Services Program (now Capital Pro Bono) in Sacramento. The managing attorney reviews all project cases at weekly case review meetings with the project attorneys. She also reviews all closed cases for quality control. She will make site visits when services resume in person. The Family Law Facilitator/Family Court Services Manager, who also has many years of self-help experience, provides overall supervision of the Court's Self-Help services. She will be available for questions by LSNC staff and volunteers working on the project. She will not work directly with project patrons; rather, she will be a resource for clinic staff.

### c. Supervision of Volunteers

Identify any volunteers to be utilized, their anticipated role, and how they will be trained and supervised. (250 word limit)

The project will utilize volunteer attorneys and law students when available. LSNC's program-wide pro bono coordinator recruits volunteers and provides general training. LSNC has an on-boarding process for all volunteers that involves an overview of the program, substantive training, and rules and procedures governing the program. LSNC's Managing Attorney and project attorneys will provide training specific to the project.

The volunteers will assist with interviewing clients and preparing forms for Consumer Clinic cases during the one-on-one appointments at the courthouse site under the supervision of the project attorneys.

### 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)



N/A

#### e. Pro Se Document Review

How will the project ensure that documents are completed correctly? Who will conduct the review and when? (250 word limit)

The project attorneys review all court forms prepared during one-on-one appointments to ensure that self-represented litigants complete them correctly and accurately before they file. The managing attorney also reviews the forms during spot reviews of closed Consumer Clinic cases to ensure quality control.

#### f. Eligibility for Services

- 1. Identify all criteria and guidelines used to establish eligibility for services and how the project screens for eligibility for services. (250 word limit):** The project attorneys are ultimately responsible for screening potential project clients. LSNC deems litigants ineligible for services if they do not meet the indigency requirements outlined in Business and Professions Code Section 6213(d), if they need assistance in a subject matter that the Consumer Clinic does not cover, and/or if they do not meet residency requirements. The project's administrative staff conduct an initial screening for eligibility for the one-on-one appointments. Potential clients self-report income, assets, age, and if they have a developmental disability, which staff note on the intake sheet. LSNC uses Justice Server, a secure, web-based Salesforce platform, for capturing data and screening for eligibility. The project attorneys then review the intake information in Justice Server to determine whether the potential client is eligible for project services. Project staff will screen people referred for small claims mediation using either a sign in sheet through which participants self-report eligibility information at the courthouse or through a link via Zoom, if the Court is not holding in person small claims trials in 2023.



**2. Identify any resources or referrals to be provided to litigants who are not eligible for the project's services. (250 word limit):** Project staff will provide any handouts generated by the project, including the handout on answering consumer debt lawsuits in Yolo County, to litigants who are not eligible for the project's services. Staff will also refer ineligible individuals to the Court's Self-Help Center, co-located with the project staff at the Courthouse site (when services are in person), and to the Yolo County Bar Association's web site listing attorneys by practice area.

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

#### g. Attorney-Client Relationship

**1. Will this project establish an attorney-client relationship?:** Yes

**2. 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):** a. LSNC will establish an attorney-client relationship with participants who receive one-on-one legal assistance. LSNC-Yolo uses a secure, web-based case management system, Justice Server. Staff will enter potential clients' names into Justice Server to check for conflicts before the potential client receives one-on-one services from the project. If a conflict arises, project staff will refer the conflicted-out person to the Yolo County Bar Association web site, which lists attorneys by practice area. Project staff will also refer individuals for whom a conflict is identified to the Court's Self Help Center. It is expected that conflicts will be unusual because the Consumer Clinic assists low-income litigants with consumer issues that are typically brought by corporate entities, which must be represented by counsel.

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

#### h. Impartiality of the Court



**1. Impartiality of the No  
Court:**

Will this project serve only  
one party or side of a  
matter?

## 4. Project Budget

---

**a. In addition to completing Forms C and D, describe how this project will ensure Partnership Grant funds will only be used to provide services to indigent individuals, as defined by Business & Professions Code Section 6213 (d). If services will be provided to non-indigent persons, identify the non-Partnership Grant funds that will cover this work (250 word limit)**

---

Potential clients self-report income, assets, age, and if they have a developmental disability, which staff note on the intake sheet. LSNC uses Justice Server, a secure, web-based Salesforce platform, for capturing data and screening for eligibility. The project attorneys then review the intake information in Justice Server to determine whether the potential client is eligible for project services. Project attorneys track their time spent providing project services using a unique funding code assigned to the Partnership grant. Mediation participants provide similar information for screening purposes at the time of trial. The mediator enters data and tracks her time using the funding code assigned to the Partnership grant.

## 5. Continuity Planning

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Refer to RFP requirements regarding funding priorities. Partnership Grant funding is typically terminated after five consecutively funded grant years.

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

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The project is at a significant disadvantage in seeking continued funding streams because of its geographic location. Yolo County lacks large corporations or foundations that financially support community based organizations. Most of the local nonprofit organizations rely on private, individual donors or federal, state, and local government funds. Yolo County also has mostly sole practitioners and only a limited number of law firms, none of which have financially supported self-help legal assistance. The bar association is similarly small and does not provide financial support for legal assistance projects.

LSNC intends to leverage in-kind support through volunteers to cover some Consumer Clinic services after Partnership Grant funds are exhausted. LSNC does not expect that the services will be as robust as those anticipated to be provided through the Partnership grant, nor will LSNC be able to sustain the same level of services without Partnership Grant funds.

**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)





LSNC-Yolo's managing attorney has been monitoring potential funding streams for civil legal services projects for fourteen years and has applied for funding to support the office's work when available. Unfortunately, consumer law, combined with the geographic location of the project, have excluded LSNC from applying for any grants to provide project services, other than the Partnership grant.

LSNC's Yolo office applied for and received Sargent Shriver Civil Counsel Act funds for 2020-2023 to provide representation to tenants in unlawful detainer cases where the opposing party is represented. The funds also pay for an unlawful detainer mediator and unlawful detainer self-help services. Partnership grant funds covered part of the unlawful detainer self-help services in 2020, but LSNC successfully pursued Shriver funding for all of the self-help attorney's hours for 2020-2023. The Shriver grant does not cover consumer-related matters.

LSNC also explored grant opportunities through Yocha Dehe Wintun Nation, the largest private stream of funding in Yolo County. The Tribe's giving categories, however, exclude the project. The Tribe's most recent projects involved capital contributions to a private school and construction of a new building for a program that trains beginning farmers.

On March 2, 2022, LSNC's managing attorney explored applying for American Recovery Act funds for the Clinic by attending a grant workshop sponsored by the Yolo Community Foundation. The local jurisdictions, however, do not have legal services as a funding priority and thus the project's activities are excluded from this funding opportunity.

### c. Other Efforts

Describe any other efforts to support continuity planning, such as recruitment of volunteers or pursuing in-kind support (250 word limit)

## 6. 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

### a. Project Services



## 1. Upload a copy of your most recent Partnership Grant Evaluation

Partnership\_Grant\_Evaluation\_Report\_2021.pdf  
811.5 KB - 03/17/2022 1:32PM

Total Files: 1

## 2. For existing projects, provide a brief summary of services provided 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 in the upcoming grant year?

The Yolo Consumer Clinic is a new grant project for 2022. Implementing the project has been challenging because of the ongoing disruption to services caused by the pandemic. Project staff have provided services remotely because the Court's Self Help Center was closed for walk in services for the public during the first two months of 2022 because of COVID-19 safety protocols. Partners were similarly unable to provide in person services at the Self Help Center. Consequently, LSNC has not met its project goals for the first two months of this grant year. LSNC-Yolo provided one-on-one legal assistance for 16 individuals in January and February of 2022 and mediated 3 small claims court cases. LSNC expects to serve greater numbers of self-represented litigants beginning in March because the Court's Self Help Center reopened to the public two mornings a week and project staff will be at the courthouse site. For 2023, LSNC reduced the total staff hours to 7.5 per week to correspond to the Court's anticipated in person hours, with a corresponding reduction in one-on-one individual services to match.

Beginning in March, small claims trials will also be held in person in most cases instead of Zoom. The mediator will be at the courthouse to offer in person mediation instead of mediation via Zoom, which we expect will increase participation in mediation.

The partners are implementing the workshops on consumer debt lawsuits this month. Because the Self Help Center is only open two mornings a week, the partners will use Zoom to reach self-represented litigants with consumer debt legal problems. In 2023, the partners did not include workshops because the Court anticipates maintaining limited Self Help Center in person hours long term.

### b. Satisfaction Surveys



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

**Yolo\_Consumer\_Clinic\_Client\_Satisfaction\_Survey\_-\_English\_-\_Google\_Forms.pdf**  
105.4 KB - 03/17/2022 1:34PM

Total Files: 1

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

LSNC-Yolo project staff will provide project participants with bilingual, written satisfaction surveys (English/Spanish) immediately following the receipt of project services. Project staff will provide a private space for participants to fill out the short survey. Participation will be voluntary and identification will be optional. Staff will enter the survey data into google forms, which tallies the data into summary form. If project services are provided remotely, project staff will call clients to conduct the survey. The project attorneys will review and assess the survey responses to determine whether changes should be made to the delivery of services. At the end of the grant year, the managing attorney will include the summary data in the annual evaluation report.

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

Project staff will obtain qualitative data through in-depth telephone surveys of at least 10 percent of project participants receiving one-on-one individual services once or twice a year. The survey is designed to determine the project client's receipt of and satisfaction with project services, including forms assistance, translation, post-hearing assistance, information on legal topics and court procedures, help preparing for court, resource materials, and referrals. Staff will also conduct a similar survey for mediation participants to determine if self-represented litigants who participated in mediation were satisfied with the services. The survey will compare and analyze the satisfaction of litigants who settled versus litigants who were not able to settle during mediation.

## Form C - Project Budget

### Program Personnel



Account Title	Proposed Partnership Grant	Other State Bar Monies	Other Funding (Non-State Bar Monies)	Total
1. Lawyers	\$27,938	\$0	\$0	\$27,938
2. Paralegals	\$0	\$0	\$0	\$0
3. Other Staff	\$0	\$0	\$0	\$0
4. SUBTOTAL	\$27,938	\$0	\$0	\$27,938
5. Employee Benefits	\$8,312	\$0	\$0	\$8,312
6. TOTAL PROGRAM PERSONNEL	\$36,250	\$0	\$0	\$36,250

## Program Non-Personnel

Account Title	Proposed Partnership Grant	Other State Bar Monies	Other Funding (Non-State Bar Monies)	Total
7. Space	\$725	\$0	\$0	\$725
8. Equipment Rental and Maintenance	\$250	\$0	\$0	\$250
9. Office Supplies	\$125	\$0	\$0	\$125
10. Printing and Postage	\$300	\$0	\$0	\$300
11. Telecommunications	\$275	\$0	\$0	\$275
12. Technology	\$250	\$0	\$0	\$250
13. Program Travel	\$0	\$0	\$0	\$0
14. Training	\$250	\$0	\$0	\$250
15. Library	\$325	\$0	\$0	\$325
16. Insurance	\$250	\$0	\$0	\$250
17. Evaluation	\$0	\$0	\$0	\$0
18. Contract Service to Clients	\$0	\$0	\$0	\$0
19. Other	\$0	\$0	\$0	\$0
20. TOTAL PROGRAM NON-PERSONNEL	\$2,750	\$0	\$0	\$2,750
TOTAL PROGRAM	\$39,000	\$0	\$0	\$39,000
<b>Administrative and Overhead</b>				
21. Admin Personnel	\$0	\$0	\$0	\$0



22. Admin Non-Personnel	\$0	\$0	\$0	\$0
TOTAL ADMINISTRATIVE	\$0	\$0	\$0	\$0
<b>TOTAL AMOUNT OF FUNDS</b>	\$39,000	\$0	\$0	\$39,000

## 1. Lawyers

Project Staff (Role)	FTEs - Partnership Grant	FTEs - Other State Bar Monies	FTEs - Other Funding (Non-State Bar Monies)	FTEs Total
Managing Attorney	0.03	0.00	0.00	0.03
Staff Attorney	0.30	0.00	0.00	0.30
	0.00	0.00	0.00	0.00
TOTAL LAWYERS	0.33	0.00	0.00	0.33

## 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
<b>TOTAL PERSONNEL (in FTEs)</b>	0.33	0.00	0.00	0.33

## Form D - Budget Narrative

### Personnel

Account Title	Proposed Partnership Grant	Narrative
---------------	----------------------------	-----------



1. Lawyers	27938	Salary for a 20% FTE project attorney (7.5 hours/week) handling one on-one appointments and one attorney working 10% FTE (4 hours/week) handling small claims mediation for a total of \$24,137 per year. This line item also includes the salary of LSNC-Yolo's managing attorney at 3% FTE (1.125 hours/week) at \$3,802 to provide oversight of the project, serve on the evaluation team, write grant reports, assess progress toward goals, meet with court partners, oversee the work of project staff and volunteers, and review cases for quality control.
2. Paralegals	0	
3. Other Staff	0	
4. SUBTOTAL	<b>27938</b>	
5. Employee Benefits	8312	This line item is for mandatory withholdings (FICA, SUI, Worker's Compensation) and benefits under the Collective Bargaining Agreement at \$8,212, calculated by multiplying the base salaries of the staff by 29.4%.
6. TOTAL PROGRAM PERSONNEL	<b>36250</b>	

## Non-Personnel

Account Title	Proposed Partnership Grant	Narrative
7. Space	725	LSNC-Yolo estimates the cost for space used by the project staff for handling administrative tasks at LSNC's offices following Clinics and mediation to be \$725. The total represents a proportionate share of space costs for the staff when they are onsite at LSNC's offices.
8. Equipment Rental and Maintenance	250	The Court donates the use of computers located at the Self-Help Center for users of the project's services when the Self-Help Center is open for in person services. The contribution amounts to \$3000. LSNC-Yolo estimates the cost of maintaining laptops and the printer used by project staff to be \$250, which represents a proportionate share of equipment rental and maintenance costs for the staff positions funded through the grant.



9. Office Supplies	125	LSNC-Yolo estimates the cost for office supplies used by the project staff to be \$125, which represents a proportionate share of office supplies for the staff positions funded through the grant.
10. Printing and Postage	300	LSNC-Yolo estimates the cost for printing and postage used by the project staff to be \$300, which represents a proportionate share of printing and postage for the staff positions funded through the grant. The cost also covers printing resource materials.
11. Telecommunications	275	LSNC-Yolo estimates the cost for telecommunications/phone service used by the project staff to be \$275, which represents a proportionate share of telecommunications for the staff positions funded through the grant.
12. Technology	250	LSNC-Yolo estimates the cost for technology used by the project staff to be \$250, which represents a proportionate share of technology for the staff positions funded through the grant.
13. Program Travel	0	
14. Training	250	LSNC-Yolo estimates the registration cost to send project staff to training to be \$250.
15. Library	325	LSNC-Yolo will purchase updated library materials on consumer law, estimated to cost \$325.
16. Insurance	250	LSNC-Yolo estimates the cost for professional liability insurance for the staff positions covered by the project to be \$250, which is a proportionate share of the positions covered by the grant.
17. Evaluation	0	
18. Contract Service to Clients	0	The Court will provide an in-kind donation of the Family Law Facilitator/Family Court Services Manager's salary for supervising project staff while at the courthouse site for a total of \$6,675, calculated by estimating she will donate 4 hours per week.



19. Other

0

The Court will provide security through an in-kind donation to the project. The Court's contribution is calculated to be \$11,136, representing one officer's salary at \$29/hour for 32 hours per month.

20. TOTAL PROGRAM NON-PERSONNEL

2750

**Administrative**

21. Admin Personnel

0

22. Admin Non-Personnel

0

TOTAL ADMINISTRATIVE

0

**TOTAL AMOUNT OF FUNDS**

**39000**

## Form E - Project Assurances

Download the Assurances document and upload a signed copy below.

Upload PDF Version of  
Signed Assurances  
Document:

**LSNC-Yolo\_Form\_E\_Project\_Assurances.pdf**  
193.6 KB - 03/17/2022 4:21PM

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:

**2023\_Yolo\_Consumer\_Clinic\_Letter\_of\_Support.pdf**  
66.5 KB - 03/17/2022 1:49PM

**2023\_Yolo\_Consumer\_Clinic\_Letter\_of\_Support\_V\_001.pdf**  
158 KB - 03/17/2022 1:54PM

Total Files: 2

2. Upload MOU(s):

Refer to application instructions for MOU requirements.

**MOU\_2023-Partnership\_Grant\_LSNc\_and\_Yolo\_Superior\_Court.pdf**  
126.1 KB - 03/17/2022 1:49PM

**MOU\_2023-Partnership\_Grant\_LSNc\_and\_Yolo\_Superior\_Court\_V\_001.pdf**  
117.4 KB - 03/17/2022 1:56PM

Total Files: 2

MOU Expiration Date or Continuing:

Supporting Documents (Optional)

When naming optional supporting documents, please include the Organization's acronym (or short name) and a one - to - five word file description (note: any type of file may be uploaded).

**LSNC-Yolo\_Consumer\_Clinic\_Follow\_Up\_Survey\_(Services)\_-\_Google\_Forms.pdf**  
102.4 KB - 03/17/2022 1:59PM

**LSNC-Yolo\_Consumer\_Mediation\_Satisfaction\_Survey\_-\_English\_-\_Google\_Forms.pdf**  
151.9 KB - 03/17/2022 1:59PM

Total Files: 2

Staff Review

**Project Budget:** No Revision Required



**Signed Assurances  
Document:**

**Court Letter(s) on File:**

**MOU(s) Approved:**

**MOU Expiration Date or  
Continuing:**

**All Services at  
Courthouse:**

**Application Review  
Complete:**

**Second Cycle:**

# 2021 Partnership Grant Evaluation

Grant Type:	Partnership Grants		
Evaluation Year:	2021	Partnership Grant Project:	Small Claims and Guardianship Self-Help Project
Partnership Grant Award Amount:	\$60,831		

## Form A - Expenditures

Account Title	Approved Budget	Expenses through 12/31	Unspent Funds
1. Lawyers	\$41,000	\$42,175	(\$1,175)
2. Paralegals	\$0	\$0	\$0
3. Other Staff	\$0	\$0	\$0
4. SUBTOTAL	\$41,000	\$42,175	(\$1,175)
5. Employee Benefits	\$11,000	\$10,239	\$761
6.TOTAL PERSONNEL	\$52,000	\$52,414	(\$414)

Account Title	Approved Budget	Expenses through 12/31	Unspent Funds
7. Space	\$2,000	\$1,164	\$836
8. Equipment Rental and Maintenance	\$1,000	\$334	\$666
9. Office Supplies	\$1,000	\$185	\$815
10. Printing and Postage	\$1,000	\$7	\$993
11. Telecommunications	\$800	\$382	\$418
12. Technology	\$881	\$623	\$258
13. Program Travel	\$0	\$0	\$0
14. Training	\$500	\$0	\$500
15. Library	\$650	\$844	(\$194)
16. Insurance	\$1,000	\$340	\$660
17. Evaluation	\$0	\$0	\$0
18. Contract Service to Clients	\$0	\$0	\$0
19. Other	\$0	\$18	(\$18)
20. TOTAL NON-PERSONNEL	\$8,831	\$3,897	\$4,934
ADMINISTRATIVE AND OVERHEAD			
21. Admin Personnel	\$0	\$0	\$0
22. Admin Non-Personnel	\$0	\$0	\$0
TOTAL ADMINISTRATIVE	\$0	\$0	\$0
TOTAL AMOUNT OF FUNDS	\$60,831	\$56,311	\$4,520

1.a. Provide an explanation for any discrepancies from your approved budget:

This includes whether you have any unspent funds or if any of the line items in the "Expenses through 12/31" column deviate from your "Approved Budget" column.

LSNC spent slightly more than anticipated on personnel salaries due to mid-year salary increases. LSNC's employee benefits costs were lower than expected, resulting in a slight cost savings. LSNC also experienced minor cost savings in space, equipment rental and maintenance, office supplies, printing & postage, telecommunications, technology, and insurance because staff worked remotely. LSNC spent more than projected on library costs because of an increase in costs for the updates to the books project staff use. Overall, LSNC carried over \$4,520 into 2022, less than 10 percent of the total grant.

2.a. Amount approved for carryover:

Note: Grantees with approved carryovers are permitted to spend down their 2021 Partnership Grant awards through June 30, 2022. Additional reporting of these funds will be required in July 2022, which will be communicated to grantees under separate cover.

Form B - Activities

1. Identify the focus area(s) of the project:

Select all that apply.

Guardianship, Other

Explain "Other": Small Claims

2. Demographics

2.a. Did the project seek to serve a particular demographic group? If so, identify the group(s):

Select all that apply.

Limited English Proficiency, Low-Income Tenants, Persons with Physical or Mental Health Disabilities, Rural, Seniors

2.a.1. Explain "Other":

2.b. Other than English, in what language(s) were services offered?

Select all that apply.

## Legal Services of Northern California - 03/17/2022

American Sign Language, Arabic, Eastern Armenian, Western Armenian, Cantonese, Farsi, Hmong, Japanese, Khmer, Korean, Mandarin, Portuguese, Punjabi, Russian, Spanish, Tagalog, Thai, Vietnamese

2.b.1. Explain "Other":

2.b.2. How are language services offered?

Select all that apply.

☒ Bi-lingual and/or multi-lingual staff ☒ Interpreters

☒ Translation Service ☐ Other

☐ N/A

2.b.3. Explain "Other":

2.c. Was there a need for services in additional languages beyond those that the project was able to provide? If so, which ones?

No.

### 3. Litigant Assistance

Include any assistance provided through this project to help litigants represent themselves in court, whether in individual or group settings. Totals may reflect overlap in the number of people served.

#### 3.a. Goals and Actuals

For the goal numbers, calculate the total for each column in your 2021 Partnership Grant Application (Form B – Project Description, Question 4. Goals and Objectives).

3.b. Were all goals met?:

☐ Yes

☒ No

1. Goal for total number of workshops provided annually:

Actual total number of workshops provided annually: 50

**2. Goal for total number of individuals served through workshops annually:**

**Actual total number of individuals served through workshops annually:**

270

**3. Goal for total number of individuals who received one-on-one services annually (Not including family members and others impacted):**

**Actual total number of individuals who received one-on-one services annually:**

122

**3.c. If goals were not met, explain why:**

The Court's Self-Help Center remained closed for nearly all of 2021 for in person services. The Self-Help Center offered some limited in person appointments during the summer of 2021, but community partners did not resume Court-based services. Consequently, LSNC offered small claims clinics and one-on-one appointments remotely. The Court referred all self-represented litigants who sought assistance in small claims and guardianship cases to LSNC, but the request for assistance for guardianship assistance remained very low in 2021, similar to 2020. LSNC anticipated assisting 96 people with guardianship cases, but the total number of people who sought and received assistance was 17. LSNC decided to serve those individuals through one-on-one appointments instead of Clinics/Workshops, which resulted in 24 fewer Clinics/Workshops during the year. LSNC met its goal for total number of Small Claims Clinics/Workshops (50). The Small Claims Clinics/Workshops were well attended and LSNC exceeded its goal of serving 150 people through the Clinics/Workshops, serving nearly double that number.

LSNC's goal for one-on-one assistance in small claims cases was impacted by appointment cancellations or "no shows," although the overall demand for one-on-one assistance was also lower than expected. We anticipate this was caused, in part, by the unavailability of walk-in services at the Court's Self-Help Center due to the pandemic.

Services Provided	Actual	
Group-Setting Services	# of Workshops/Annually	# of Individuals/Annually
Information on Substantive Legal Options	0	0
Information on General Court Processes and Procedure	50	270
Document Preparation or Review	50	270
Trial/Hearing Preparation	50	270
Other	0	0

Individually-Delivered (one-on-one) Services	# of Individuals/Annually
Information on Substantive Legal Options	122
Information on General Court Processes and Procedure	122

## Legal Services of Northern California - 03/17/2022

Document Preparation or Review	17
Filing Assistance	17
Mediation/Settlement Assistance	0
Trial/Hearing Preparation	122
Post-Trial/Hearing Assistance	12
Other	0

Explain "Other":

### 4. Referrals

Only report one referral per individual in the first appropriate category on the list. For example, if someone was referred to another legal services provider **and** to a social service agency, indicate the referral on the "Other Provider" line.

Referred To	Number of Individuals Referred
Another legal aid provider	0
Court-based provider of legal information, such as the Family Law Information Center	0
Private Bar (LRS of individual private lawyers not affiliated with program)	15
Provider of human or social services (non-legal)	12
Other source of assistance, none of the above	0
Total Number of Individuals Referred	27

#### 4.b. Why were individuals referred for service elsewhere?

Select all that apply.

Individual needed assistance in a substantive area of law beyond the scope of the project, Individual needed extensive services beyond the scope of the project, Individual needed supplemental services

Explain "Other":

### 5. Resource Materials

#### 5.a. Upload materials developed or substantially revised for this project during the grant year.

Include informational or substantive materials for litigants, administrative materials for staff who are assisting on this project, and evaluation or survey materials for use by either litigants or staff.

Small\_Claims\_Packet\_Full\_Updated\_11-08-2021.pdf

**Small\_Claims\_Packet\_Full\_Updated\_11-08-2021.pdf**

2.8 MB - 03/08/2022 6:37PM

Total Files: 1

**5.b. Briefly describe each resource material.**

Indicate if materials are newly developed or revised, and how many of each were distributed.

LSNC updated its small claims packet to reflect the change to small claims court forms implemented on 11/01/2021. LSNC distributed approximately 70 of the previous version of the small claims packet and approximately 20 of the updated packet.

**6. COVID-19**

**6.a. How were Partnership Grant project goals and deliverables impacted by COVID-19?**

Select all that apply.

- |   |   |
|---|---|
| <input type="checkbox"/> Court/Agency backlog impacting time to obtain outcomes for clients | <input checked="" type="checkbox"/> Decrease in case volume                   |
| <input checked="" type="checkbox"/> Decrease in call volume                                 | <input checked="" type="checkbox"/> Decrease in # of workshops                |
| <input checked="" type="checkbox"/> Decrease in # of clinics                                | <input checked="" type="checkbox"/> Decrease in # of in-person events         |
| <input type="checkbox"/> Decrease in pro bono attorney availability                         | <input checked="" type="checkbox"/> Increase time spent on cases/client hours |
| <input type="checkbox"/> Limited client access to technology                                | <input type="checkbox"/> Offered services in a new substantive area           |
| <input type="checkbox"/> Staffing issues  | <input type="checkbox"/> Difficulty recruiting volunteers                     |
| <input type="checkbox"/> No impact  | <input type="checkbox"/> Other  |

Explain "Other":



1. How was litigant feedback obtained as part of project evaluation? (Check all that apply)

Select all that apply.

- ☒ Case Outcomes    ☒ Client Database    ☐ Email Inquiries
- ☐ Focus Groups    ☐ Interviews (Phone)    ☐ Interviews (Feedback)
- ☐ Informal Feedback    ☐ Surveys (Mail)    ☒ Surveys (Phone)
- ☐ Surveys (In-Person)    ☒ Surveys (Electronic)    ☐ Meetings (Taskforce/Coalition)
- ☒ Meetings (Court)    ☐ Volunteer Feedback    ☐ Other

Explain "Other":

2. Identify any changes that have been made to the project from the description provided in the approved grant proposal. Describe changes to key project personnel or staff roles, why they were necessary, and the impact of those changes.

LSNC provided guardianship assistance through one-on-one appointments instead of Clinics/Workshops because the Court's Self-Help Center remained mostly closed for in person services in 2021 and only 17 individuals requested assistance in guardianship cases. Rather than asking individuals to wait two weeks for a Clinic/Workshop that we anticipated would be sparsely attended, LSNC decided that offering one-on-one assistance was a better option for the self-represented guardianship litigants. LSNC also changed the format of its Small Claims Clinics/Workshops due to the pandemic. LSNC had anticipated offering Small Claims Clinics/Workshops in person at the courthouse, but due to changes in the availability of the courthouse site, LSNC offered those Clinics/Workshops remotely via Zoom.

3. Did project evaluation indicate whether litigants who received services through the project were better able to pursue or conclude their litigation successfully and efficiently, compared to those who did not receive such services? If so, explain.

Staff observed small claims court via Zoom once each quarter during the grant year. Staff were able to determine if the litigant had attended the Small Claims Clinic/Workshop or received one-on-one assistance. Staff then completed a Small Claims Court Observation Form that elicited information like whether the litigants showed up to their court date, were able to effectively present their case, and the case outcome.

4. Satisfaction Surveys

4.a. Upload a copy of the satisfaction survey used during the grant year.

**Small\_Claims\_Client\_Satisfaction\_Survey\_2021.pdf**  
132.7 KB - 03/08/2022 12:32PM

**4.b. How many satisfaction surveys were sent to litigants?**

105

**4.c. How many satisfaction surveys were received from litigants?**

27

**4.d. What did the responses reveal about the overall satisfaction of litigants?**

A strong majority (73.7%) of the litigants surveyed were very satisfied with the one-on-one self-help services. Almost all of the litigants reported that the information they received helped them understand their situation better and they know what they need to do next (95%). Litigants unanimously agreed that staff seemed knowledgeable and a strong majority reported that staff listened to what they had to say (78.9%), explained things clearly to them (84.2%), and treated them with respect (89.5%). 89.5% of the litigants strongly agree that they would recommend the project to a friend with a legal problem. 89.5% of the litigants felt the information on legal options was very helpful, while 10.5% reported it was somewhat helpful. 95% of litigants felt the information on court procedures was helpful.

Litigants' comments about the project's services include:

"Thank you so much for your service! [Staff] was so helpful and knowledgeable!"

"The attorney was very nice and helpful!"

"I am glad this service exists!"

"You guys were very helpful. Thank you for the service!"

**5. Court Partnership****5.a. Explain how project and court staff coordinated services. Describe any operational changes made as a result of that coordination and any anecdotal information or feedback received.**

LSNC and the court staff coordinated services by meeting over Zoom during the grant year. Self-Help Center staff referred litigants with small claims and guardianship cases to LSNC for self-help assistance. Project staff provided telephone assistance to one-on-one project participants, and offered Zoom small claims clinics/workshops weekly on Fridays.

**5.b. Briefly describe the court partner meetings. How many meetings were held, who attended them, what topics were generally discussed, and are there any pending issues yet to be resolved?**

LSNC-Yolo and the Court met four times during 2021 to address project operations and plan for future needs. LSNC-Yolo's managing attorney and the Self-Help Center attorney met on February 19, 2021 and discussed the project's goals for 2021 and coordination of services during the Court's closure for in person services. The partners held their second meeting via telephone on March 3, 2021. Attendees included LSNC-Yolo's managing attorney, the Court's Senior Analyst, and the Self-Help Center attorney. The group discussed project continuity, virtual clinics and services, and referrals. The third meeting was held on September 1, 2021. LSNC Yolo's managing attorney, project staff, and the Self-Help attorney participated. The topic for discussion was the effectiveness of referrals and service delivery during the pandemic. The partners also discussed the drop in guardianship cases. The partners held their fourth meeting by Zoom on October 27, 2021. The attendees included the project attorneys and the Court's Self-Help Center staff attorney. The topics discussed included guardianship assistance and referrals

and small claims one-on-one referrals. The partners also discussed continued virtual clinics/workshops and appointments for 2022. There are no pending issues yet to be resolved.

## 6. Additional Evaluation Method

6.a. Describe the additional evaluation method that was implemented for this project (e.g. courtroom observations, focus groups, court/case file reviews, time/efficiency studies, economic impact analysis, etc.), the data that was collected and how it was analyzed, and any key findings or lessons learned.

LSNC used courtroom observation as the primary evaluation tool for 2021 due to low response rates from the satisfaction surveys, likely due to the remote delivery of services during the pandemic. Project staff observed 74 small claims trials involving participants who received one-on-one small claims assistance in January, February, August, and October of 2021. Project staff completed a court observation form designed to assess the preparedness of project litigants for Zoom Court and the project's overall impact. The project pivoted to include Zoom court preparation when the court scheduled small claims court solely by Zoom.

Project staff reported that 40 percent of participants appeared for their court date. 50 percent appeared by Zoom and 50 percent appeared in person. 50 percent of participants successfully served the opposing party. The court continued the trial date for 100 percent of the litigants who were unsuccessful with service. 50 percent of the litigants had submitted evidence to the court before trial and the court acknowledged receipt of the evidence in 100 percent of those cases. None of the litigants submitted documents electronically. 50 percent of the litigants showed up on time and 100 percent introduced themselves. In 50 percent of the cases, the litigants were able to clearly, understandably, and effectively present their cases. There were no irregularities in the proceedings in 100 percent of the cases.

The courtroom observations illuminated some key issues that the project staff tried to resolve during the grant year. Based on the observations, project staff informed litigants about the importance of showing up on time, assisted with service instructions, and advised on how to submit evidence. Project staff also advised litigants on how to effectively present their cases.

6.b. Upload any materials used for this additional evaluation method.

**2021\_Small\_Claims\_Court\_Observation\_Form\_-\_Google\_Forms.pdf**

122.1 KB - 03/08/2022 12:29PM

Total Files: 1

## Other Evaluation Materials (Optional)

### 1. Demographics

In addition to income, which is required by this grant to determine eligibility, the collection of demographic data from litigants served by this project is encouraged to the degree possible, especially as to zip code, age, gender, ethnicity, and primary language including proficiency with English. Upload any materials related to the collection of demographic data and/or analysis of this data.

**Partnership\_Grant\_2021\_Data\_\_\_Demographics\_Report.pdf**

474.8 KB - 03/08/2022 1:43PM

**Partnership\_Grant\_Demographic\_Data\_Analysis\_2021.pdf**

220.1 KB - 03/08/2022 2:49PM

Total Files: 2

Application Type: RFP:

Legal Case Number	Office	Primary Funding Code	Non Primary Funding Codes	Problem Code (JS)	Contact: City	Contact: Zip/Postal Code	Contact: Primary Language	Contact: Gender	Contact: Age	Contact: English Proficiency	Contact: Ethnicity	Contact: Disability	Number of Household Members	Poverty Level	Final Level of Service
20-21-00156	20	2008 - Yolo EAP Partnership	2003, 9801	Contracts / Warranties	Woodland	95776	English	Female	77	No	Other	No	1	85.83%	Counsel and advice
20-20-11223	20	9801 - LSC	2008	Private Landlord/Tenant	Winters	95694	English	Female	31	No	White	No	2	121.90%	Counsel and advice
20-20-11903	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	Woodland	95776	Spanish/Spanish Creole	Male	40	Yes	Other	No	5	66.52%	Counsel and advice
20-20-09104	20	2003 - A4AA - Yolo	2008, 9801	Private Landlord/Tenant	Davis	95616	English	Male	64	No	White	No	1	83.44%	Limited action
20-21-00015	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	Woodland	95776	English	Male	55	No	White; Hispanic	No	5	85.00%	Counsel and advice
20-21-26261	20	2008 - Yolo EAP Partnership	2003, 2008	Torts	West Sacramento	95691	English	Female	72	No	White	Yes	1	0.00%	Counsel and advice
20-21-26362	20	2008 - Yolo EAP Partnership	9801	Other Consumer / Finance	West Sacramento	95691	English	Female	54	No	White	Yes	1	83.71%	Counsel and advice
20-21-30274	20	2003 - A4AA - Yolo	2008	Contracts / Warranties	Woodland	95695	English	Female	69	No	White	No	1	139.60%	Counsel and advice
20-21-34641	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	Woodland	95776	Spanish/Spanish Creole	Male	38	Yes	Hispanic	No	1	66.23%	Counsel and advice
20-21-29901	20	2008 - Yolo EAP Partnership	9801, 2025	Minor Guardianship Conservatorship	Woodland	95695	English	Female	47	No	White	No	1	0.00%	Counsel and advice
20-21-32071	20	2008 - Yolo EAP Partnership	9801, 2003	Torts	West Sacramento	95605	English	Male	63	No	White	Yes	1	17.66%	Limited action
20-21-32072	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	Winters	95694	English	Female	44	No	Hispanic	No	1	52.98%	Counsel and advice
20-21-28313	20	2008 - Yolo EAP Partnership	9801	Other Consumer / Finance	Dunnigan	95937	Spanish/Spanish Creole	Female	52	Yes	Hispanic	No	2	0.00%	Counsel and advice
20-21-26888	20	2008 - Yolo EAP Partnership	9801	Other Consumer / Finance	Davis	95618	English	Female	42	No	White	Yes	1	0.00%	Counsel and advice
20-21-30829	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	Woodland	95695	English	Female	55	No	White	Yes	1	74.61%	Counsel and advice
20-21-28747	20	2008 - Yolo EAP Partnership	9801	Minor Guardianship Conservatorship	Sacramento	95826	English	Female	40	No	White	No	2	33.10%	Counsel and advice
20-21-34982	20	2008 - Yolo EAP Partnership	2001, 9801	Fed. Subsidized Housing	Woodland	95776	English	Female	26	No	Hispanic	No	2	57.02%	Counsel and advice
20-21-30881	20	2003 - A4AA - Yolo	9801, 2008	Minor Guardianship Conservatorship	Woodland	95695	English	Female	63	No	White	Yes	3	67.74%	Counsel and advice
20-21-00045	20	2008 - Yolo EAP Partnership	2003, 9801	Contracts / Warranties	West Sacramento	95691	English	Male	79	No	White	Yes	1	84.77%	Limited action
20-21-00379	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	West Sacramento	95605	English	Female	29	No	White; Native American	No	2	111.41%	Limited action
20-21-21427	20	2008 - Yolo EAP Partnership		Torts	Woodland	95695	English	Male	24	No	White	No	1	114.79%	Counsel and advice
20-21-26596	20	2008 - Yolo EAP Partnership	9801	Other Consumer / Finance	Woodland	95695	Spanish/Spanish Creole	Male	62	Yes	Hispanic	Yes	1	78.23%	Counsel and advice
20-21-26633	20	2008 - Yolo EAP Partnership	9801	Fed. Subsidized Housing	Woodland	95695	English	Male	48	No	Hispanic	Yes	2	54.79%	Counsel and advice
20-21-27043	20	2008 - Yolo EAP Partnership	2003	Minor Guardianship Conservatorship	Davis	95616	English	Female	68	No	Hispanic	Yes	4	116.76%	Counsel and advice
20-21-27344	20	9801 - LSC	2008	Private Landlord/Tenant	Capay	95607	English	Female	41	No	White	No	3	22.15%	Counsel and advice
20-21-26997	20	9801 - LSC	2008	Collect (Inc Repo/Deficiency/Garnish)	Woodland	95776	English	Female	77	No	Other	No	1	43.53%	Counsel and advice
20-21-27817	20	2003 - A4AA - Yolo	9801, 2008	Private Landlord/Tenant	Davis	95618	English	Female	83	No	Other	Yes	1	114.79%	Counsel and advice
20-21-32293	20	2008 - Yolo EAP Partnership	9801, 2003	Contracts / Warranties	West Sacramento	95691	American Sign Language and oth	Male	68	No	White	Yes	1	147.64%	Limited action
20-21-32348	20	9801 - LSC	2003, 2008	Contracts / Warranties	Davis	95618	English	Female	64	No	White	Yes	2	113.05%	Counsel and advice
20-21-27018	20	2008 - Yolo EAP Partnership	9801	Minor Guardianship Conservatorship	West Sacramento	95691	English	Female	41	No	Other	No	6	107.02%	Counsel and advice
20-21-32230	20	2008 - Yolo EAP Partnership	9801, 2003	Contracts / Warranties	Woodland	95695	English	Female	72	No	White	No	1	118.23%	Counsel and advice
20-21-29367	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	West Sacramento	95691	English	Female	39	No	Hispanic	No	4	52.37%	Counsel and advice
20-21-28425	20	2008 - Yolo EAP Partnership	9801, 2003	Torts	Davis	95618	English	Female	71	No	White	No	1	109.64%	Counsel and advice
20-21-28141	20	2008 - Yolo EAP Partnership	9801	Fed. Subsidized Housing	Davis	95618	English	Female	42	No	White	No	3	88.58%	Counsel and advice
20-21-30533	20	2008 - Yolo EAP Partnership	9801	Fed. Subsidized Housing	Woodland	95695	English	Female	45	No	Native American	Yes	3	0.00%	Counsel and advice
20-21-30428	20	2003 - A4AA - Yolo	2008	Wage Claims & FLSA	Woodland	95776	English	Male	62	No	White	No	3	0.00%	Counsel and advice
20-21-29128	20	2008 - Yolo EAP Partnership	9801, 2003, 9803	Fed. Subsidized Housing	West Sacramento	95691	English	Female	65	No	White	Yes	4	44.79%	Counsel and advice
20-21-29157	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	Davis	95616	English	Male	95	No	Hispanic	Yes	1	0.00%	Limited action
20-21-29119	20	2008 - Yolo EAP Partnership	9801	Minor Guardianship Conservatorship	Woodland	95776	English	Female	28	No	White; Hispanic; Asian/Paci	No	2	0.00%	Counsel and advice
20-21-29302	20	2008 - Yolo EAP Partnership	9801	Minor Guardianship Conservatorship	Woodland	95776	English	Female	25	No	White	No	3	80.24%	Counsel and advice
20-21-29463	20	2003 - A4AA - Yolo	9801, 2008	Minor Guardianship Conservatorship	Madison	95653	Spanish/Spanish Creole	Female	62	Yes	Hispanic	No	8	34.74%	Limited action
20-21-29030	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	West Sacramento	95691	English	Female	45	No	Unknown	Yes	1	103.31%	Counsel and advice
20-21-31797	20	2002 - Yolo County Housing Aut	2008	Public Housing	Woodland	95695	Spanish/Spanish Creole	Female	32	Yes	Hispanic	No	3	33.87%	Counsel and advice
20-20-09374	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	Woodland	95695	Spanish/Spanish Creole	Female	38	Yes	Other	No	3	114.63%	Limited action
20-21-30295	20	9801 - LSC	2008	Other Consumer / Finance	Winters	95694	English	Female	34	No	Hispanic	No	5	59.93%	Counsel and advice
20-21-34639	20	2008 - Yolo EAP Partnership	9801	Collect (Inc Repo/Deficiency/Garnish)	Woodland	95695	Spanish/Spanish Creole	Male	60	No	Hispanic	No	2	49.28%	Counsel and advice
20-21-29747	20	2003 - A4AA - Yolo	2008	Contracts / Warranties	Davis	95618	English	Male	74	No	White	No	2	471.87%	Counsel and advice
20-21-30031	20	9801 - LSC	2008	Private Landlord/Tenant	Esparto	95627	English	Female	46	No	White	Yes	3	7.82%	Limited action
20-21-29998	20	2003 - A4AA - Yolo	9801, 2008	Mobile Homes	West Sacramento	95691	English	Female	73	No	White	No	1	22.43%	Counsel and advice
20-21-34785	20	2008 - Yolo EAP Partnership	9801, 2001	Fed. Subsidized Housing	Woodland	95776	English	Female	38	No	Hispanic	No	4	86.49%	Counsel and advice
20-21-31421	20	2008 - Yolo EAP Partnership	9801	Other Consumer / Finance	Woodland	95695	English	Female	39	No	Unknown	No	1	0.00%	Counsel and advice
20-21-32482	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	West Sacramento	95691	Spanish/Spanish Creole	Male	55	Yes	Hispanic	No	2	86.84%	Counsel and advice
20-21-29400	20	2008 - Yolo EAP Partnership	9801	Torts	Woodland	95695	English	Female	47	No	Black	Yes	1	84.24%	Counsel and advice
20-21-28311	20	2008 - Yolo EAP Partnership	9801	Other Consumer / Finance	Dunnigan	95937	Spanish/Spanish Creole	Female	52	Yes	Hispanic	No	2	0.00%	Counsel and advice

20-21-31267	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	Woodland	95695	English	Female	50	No	Black	No	1	32.32%	Counsel and advice
20-21-31266	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	Davis	95618	English	Female	43	No	White	Yes	4	13.45%	Limited action
20-21-31263	20	2003 - A4AA - Yolo	2008, 2022	Torts	Knights Landing	95645	English	Male	71	No	Hispanic	Yes	1	48.57%	Limited action
20-21-30743	20	2008 - Yolo EAP Partnership	9801, 2003	Fed. Subsidized Housing	Woodland	95695	English	Female	67	No	White	Yes	1	0.00%	Counsel and advice
20-21-26718	20	9801 - LSC	2008	Collect (Inc Repo/Deficiency/Garnish)	Woodland	95695	English	Male	51	No	White	No	1	22.52%	Counsel and advice
20-21-30857	20	2003 - A4AA - Yolo	9801, 2008, 2022	Private Landlord/Tenant	West Sacramento	95691	Russian	Female	71	Yes	White	Yes	1	66.58%	Limited action
20-21-30485	20	2008 - Yolo EAP Partnership	9810	Private Landlord/Tenant	West Sacramento	95691	English	Male	43	No	White	No	1	0.00%	Counsel and advice
20-21-26916	20	2008 - Yolo EAP Partnership	9801	Minor Guardianship Conservatorship	Woodland	95695	English	Male	49	No	White	Yes	1	0.00%	Counsel and advice
20-21-28744	20	2008 - Yolo EAP Partnership	2003	Other Employment	Davis	95616	English	Something	67	No	Unknown	Yes	1	200.44%	Counsel and advice
20-21-26911	20	2008 - Yolo EAP Partnership	9801	Torts	Davis	95618	English	Female	42	No	White	Yes	1	0.00%	Counsel and advice
20-21-27386	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	Woodland	95695	Spanish/Spanish Creole	Female	49	Yes	Other	No	2	69.01%	Limited action
20-21-32276	20	2008 - Yolo EAP Partnership	9801, 2003	Contracts / Warranties	Davis	95616	Spanish/Spanish Creole	Female	72	Yes	Hispanic	Yes	1	71.17%	Counsel and advice
20-21-27496	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	West Sacramento	95691	English	Female	29	No	Black	No	1	34.05%	Counsel and advice
20-21-27518	20	2008 - Yolo EAP Partnership	9801, 2001	Private Landlord/Tenant	Woodland	95776	English	Female	48	No	White	Yes	1	84.86%	Counsel and advice
20-21-29373	20	2008 - Yolo EAP Partnership	9801	Minor Guardianship Conservatorship	West Sacramento	95691	English	Female	54	No	Asian/Pacific Islander	Yes	1	106.93%	Counsel and advice
20-21-29362	20	2008 - Yolo EAP Partnership	9801	Torts	West Sacramento	95691	English	Female	54	No	Asian/Pacific Islander	Yes	1	0.00%	Counsel and advice
20-21-27599	20	2008 - Yolo EAP Partnership	9801, 2003	Minor Guardianship Conservatorship	Davis	95618	English	Female	81	No	Native American	No	2	79.89%	Counsel and advice
20-21-27750	20	2008 - Yolo EAP Partnership	9801	Civil Rights	Woodland	95695	Spanish/Spanish Creole	Female	55	Yes	Hispanic	Yes	2	0.00%	Counsel and advice
20-21-28144	20	2008 - Yolo EAP Partnership		Torts	Esparto	95627	English	Female	75	No	Native American	No	1	120.71%	Counsel and advice
20-21-30417	20	9801 - LSC	2008	Wage Claims & FLSA	Woodland	95776	Spanish/Spanish Creole	Female	52	Yes	Hispanic	No	6	41.04%	Counsel and advice
20-21-28671	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	Woodland	95776	English	Male	74	Yes	Hispanic	Yes	2	67.50%	Counsel and advice
20-21-29267	20	2003 - A4AA - Yolo	9801, 2002, 2008	Fed. Subsidized Housing	Winters	95694	English	Male	70	No	White	No	2	22.94%	Counsel and advice
20-21-29458	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	West Sacramento	95691	English	Male	49	No	Hispanic	No	2	15.73%	Limited action
20-21-29502	20	2008 - Yolo EAP Partnership	9801	Minor Guardianship Conservatorship	Davis	95616	English	Female	38	No	Hispanic	No	1	52.98%	Counsel and advice
20-21-26339	20	9801 - LSC	2003, 2008	Torts	Davis	95616	English	Female	61	No	White	Yes	1	51.66%	Counsel and advice
20-21-26344	20	2008 - Yolo EAP Partnership		Private Landlord/Tenant	Woodland	95695	Spanish/Spanish Creole	Male	58	Yes	Other	No	2	84.92%	Counsel and advice
20-21-31695	20	2023 - ESG-CV1	9801, 2001, 2008	Private Landlord/Tenant	Woodland	95695	English	Female	69	No	White	No	1	49.45%	Counsel and advice
20-21-31635	20	2008 - Yolo EAP Partnership	2003	Contracts / Warranties	Davis	95618	English	Female	70	No	White	Yes	1	52.36%	Counsel and advice
20-21-31619	20	2003 - A4AA - Yolo	9801, 2008	Contracts / Warranties	Woodland	95695	English	Female	74	No	White	Yes	1	182.69%	Counsel and advice
20-21-33085	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	West Sacramento	95691	English	Female	51	No	Black	No	3	67.74%	Counsel and advice
20-21-32606	20	9829 - Shriver Act	9801, 2008	Private Landlord/Tenant	West Sacramento	95691	English	Male	36	No	Unknown	No	2	85.20%	Counsel and advice
20-21-32689	20	2008 - Yolo EAP Partnership	9801	Education Other	West Sacramento	95691	English	Male	16	No	Black	Yes	7	36.05%	Counsel and advice
20-21-32986	20	9801 - LSC	2008	Private Landlord/Tenant	Davis	95616	English	Male	57	No	White	Yes	1	0.00%	Counsel and advice
20-21-33220	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	Davis	95616	English	Female	64	No	White	Yes	1	118.47%	Counsel and advice
20-21-33656	20	2008 - Yolo EAP Partnership	9801	Minor Guardianship Conservatorship	Winters	95694	English	Female	40	No	Hispanic	No	7	19.38%	Counsel and advice
20-21-33650	20	2003 - A4AA - Yolo	9801, 2008	Torts	Woodland	95695	English	Male	61	No	Hispanic	Yes	2	17.96%	Counsel and advice
20-21-33658	20	2008 - Yolo EAP Partnership	9801, 2023	Private Landlord/Tenant	West Sacramento	95605	English	Something	41	No	Unknown	No	1	0.00%	Counsel and advice
20-21-33859	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	Davis	95616	English	Female	28	No	White	No	3	0.00%	Counsel and advice
20-21-33855	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	Winters	95694	English	Male	61	No	White; Native American	Yes	1	9.71%	Counsel and advice
20-21-33911	20	2008 - Yolo EAP Partnership	9801	Minor Guardianship Conservatorship	Esparto	95627	English	Female	45	No	White	No	1	61.81%	Counsel and advice
20-21-34484	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	Davis	95617	English	Male	58	No	Asian/Pacific Islander	No	1	75.06%	Counsel and advice
20-21-31726	20	2008 - Yolo EAP Partnership	9801, 2023	Private Landlord/Tenant	Davis	95616	English	Female	32	No	Hispanic	No	1	15.45%	Counsel and advice
20-21-29700	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	Woodland	95695	English	Male	57	No	White	No	1	105.96%	Counsel and advice
20-21-00787	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	West Sacramento	95691	English	Female	34	No	Hispanic	No	3	118.98%	Counsel and advice
20-21-00917	20	2008 - Yolo EAP Partnership		Fed. Subsidized Housing	Davis	95616	English	Female	82	No	White	Yes	1	92.72%	Counsel and advice
20-21-01040	20	2008 - Yolo EAP Partnership	9801	Minor Guardianship Conservatorship	West Sacramento	95691	Chinese	Male	47	Yes	Unknown	No	2	104.86%	Counsel and advice
20-21-00637	20	2008 - Yolo EAP Partnership	9801	Collect (Inc Repo/Deficiency/Garnish)	West Sacramento	95691	Russian	Female	60	Yes	White	No	4	96.16%	Limited action
20-21-00781	20	2008 - Yolo EAP Partnership	9801	Minor Guardianship Conservatorship	Woodland	95695	English	Female	60	No	Other	Yes	1	83.89%	Counsel and advice
20-21-00327	20	2003 - A4AA - Yolo	2001, 2008, 9801	Private Landlord/Tenant	Woodland	95776	Spanish/Spanish Creole	Female	83	Yes	Other	Yes	1	84.30%	Limited action
20-21-00360	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	Davis	95616	English	Male	25	No	White	Yes	1	124.45%	Counsel and advice
20-21-00386	20	2008 - Yolo EAP Partnership	9801	Torts	West Sacramento	95691	English	Female	49	No	Other	No	3	93.79%	Counsel and advice
20-21-00375	20	2003 - A4AA - Yolo	2008, 9801	Collect (Inc Repo/Deficiency/Garnish)	Woodland	95776	Spanish/Spanish Creole	Male	66	Yes	Other	Yes	4	36.76%	Counsel and advice
20-21-00485	20	2008 - Yolo EAP Partnership	2001	Private Landlord/Tenant	Woodland	95695	Spanish/Spanish Creole	Male	58	Yes	Other	No	2	84.92%	Counsel and advice
20-21-00553	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	Woodland	95695	Spanish/Spanish Creole	Female	44	Yes	Other	No	5	63.27%	Counsel and advice
20-21-00066	20	2008 - Yolo EAP Partnership	9801, 2001	Private Landlord/Tenant	Woodland	95695	English	Male	48	No	Hispanic	Yes	2	45.16%	Limited action
20-21-30648	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	Woodland	95695	English	Female	41	No	Hispanic	No	1	91.83%	Counsel and advice
20-21-31620	20	2008 - Yolo EAP Partnership	9801	Contracts / Warranties	Davis	95618	English	Female	49	No	Black	No	1	67.46%	Counsel and advice
20-21-31804	20	2008 - Yolo EAP Partnership	9801	Private Landlord/Tenant	West Sacramento	95691	English	Female	41	No	Other	Yes	4	113.46%	Counsel and advice
20-21-31832	20	2008 - Yolo EAP Partnership	2001	Fed. Subsidized Housing	Woodland	95776	English	Female	54	No	Hispanic	Yes	2	37.62%	Counsel and advice
20-21-32855	20	2008 - Yolo EAP Partnership	9801	Minor Guardianship Conservatorship	Davis	95616	English	Female	22	No	Other	No	3	80.09%	Counsel and advice
20-21-33409	20	2008 - Yolo EAP Partnership		Private Landlord/Tenant	Woodland	95695	English	Female	33	No	White; Hispanic	No	2	0.00%	Counsel and advice
20-21-33404	20	2008 - Yolo EAP Partnership		Private Landlord/Tenant	Davis	95616	English	Female	82	No	Hispanic	No	2	78.65%	Counsel and advice
20-21-33391	20	2008 - Yolo EAP Partnership		Homeownership/Real Prop.	Esparto	95627	English	Male	67	No	White	No	2	22.94%	Counsel and advice
20-21-33392	20	2008 - Yolo EAP Partnership		Unfair Sales Practices (Not Real prop)	Woodland	95695	English	Male	63	No	White	Yes	1	63.66%	Counsel and advice
20-21-33999	20	2008 - Yolo EAP Partnership	9801	Other Consumer / Finance	Winters	95694	English	Female	56	No	White	Yes	2	48.17%	Counsel and advice
20-21-34000	20	2003 - A4AA - Yolo	9801, 2008	Other Consumer / Finance	Woodland	95695	English	Female	63	No	Hispanic	Yes	1	66.23%	Counsel and advice
20-21-34003	20	2008 - Yolo EAP Partnership	9801	Other Consumer / Finance	Woodland	95695	Spanish/Spanish Creole	Male	49	Yes	Hispanic	No	1	0.00%	Counsel and advice
20-21-34191	20	2008 - Yolo EAP Partnership	9801	Wage Claims & FLSA	Woodland	95776	Spanish/Spanish Creole	Male	49	Yes	Hispanic	No	6	50.32%	Counsel and advice
		2440											253		
122															



**2021 End of Year Evaluation Report  
Partnership Grant  
Analysis of Demographic Data**

**Small Claims and Guardianship One-On-One Assistance**

The target population for the small claims one-on-one appointments and drop in clinics was people living below 125 percent of the federal poverty level in Yolo County who have vulnerability factors that impedes their ability to access self-help services without assistance. These populations include people who speak a language other than English at home, people with disabilities, rural residents, and older adults. Data collected by the project indicates 20 percent of individuals spoke a primary language other than English. 38 percent of project clients were 60 or older. 42 percent identified as disabled. 18 percent resided in a rural area. All project clients were low income, 60+, or individuals with developmental disabilities. 60 percent of project participants at the weekly small claims clinic were low income. 31 percent were age 60 or older. 9 percent identified as having a developmental disability.

Individuals identified legal problems in small claims cases ranging from breach of contract to wage claims. 29 percent of participants were interested in information about collections, contracts and warranties, 44 percent were interested in suing their landlords related to housing disputes over breach of the warranty of habitability and security deposit issues, 11 percent were seeking assistance with torts, and the remaining cases were a mix of miscellaneous consumer disputes, education claims, and wage claims. In practice, many people needed advice that spanned more than one category. 83 percent were counsel and advice cases while 17 percent were limited action cases.

**Guardianship Clinic (One-on-One Services)**

The target population for the guardianship clinic was low-income individuals with language or literacy barriers and older adults who have difficulty navigating the courthouse. As mentioned previously, the project provided one-on-one services instead of clinics because the demand was low and it did not make sense to serve participants in a group format. The project assisted 17 individuals with guardianship petitions. 29 percent of participants were 60 or older and 29 percent identified as having a disability. 5 percent of the project participants spoke a language other than English. 100 percent of clinic participants were low income.



# Legal Services of Northern California-Consumer Clinic Client Satisfaction Survey

The Yolo Consumer Clinic is funded by the Equal Access Fund Partnership Grant

\* Required

1. Date you received assistance: \*

*Example: January 7, 2019*

## Satisfaction Questions

After each question, please check the box that comes closest to how you feel about your interactions with our staff.

2. Overall, I am \_\_\_\_\_ with the service I received today. \*

*Mark only one oval.*

- ☐ very satisfied  
☐ satisfied  
☐ very unsatisfied

3. The information I received today helped me to understand my situation better. \*

*Mark only one oval.*

- ☐ Strongly Agree  
☐ Agree  
☐ Disagree  
☐ Strongly Disagree

4. I know what I need to do next. \*

*Mark only one oval.*

- ☐ Strongly Agree  
☐ Agree  
☐ Disagree  
☐ Strongly Disagree

5. The staff seemed knowledgeable. \*

*Mark only one oval.*

- ☐ Strongly Agree  
☐ Agree  
☐ Disagree  
☐ Strongly Disagree

6. The staff listened to what I had to say. \*

*Mark only one oval.*

- ☐ Strongly agree  
☐ Agree  
☐ Disagree  
☐ Strongly Disagree

7. The staff explained things to me clearly. \*

*Mark only one oval.*

- ☐ Strongly Agree  
☐ Agree  
☐ Disagree  
☐ Strongly Disagree

8. The staff treated me with respect. \*

*Mark only one oval.*

- ☐ Strongly Agree
- ☐ Agree
- ☐ Disagree
- ☐ Strongly Disagree

9. I would recommend the project to a friend with a legal problem. \*

*Mark only one oval.*

- ☐ Strongly Agree
- ☐ Agree
- ☐ Disagree
- ☐ Strongly Disagree

10. In using the project today, I \_\_\_\_\_ have a language problem. \*

*Mark only one oval.*

- ☐ did
- ☐ did not

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This content is neither created nor endorsed by Google.

Google Forms

## **PARTNERSHIP GRANTS 2023 PROJECT ASSURANCES**

**Program Name:** Legal Services of Northern California, Inc.

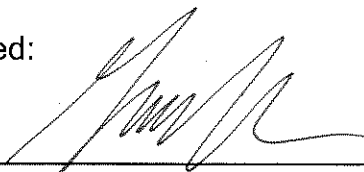
**Project Title:** Yolo Consumer Clinic

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.

Signed:



Executive Director  
Legal Services of Northern California

Gary F. Smith

Print Name

Date:

3-16-22

DocuSigned by:

Jane Kroesche

4060GEBGCD0A4BC...

Chair (or other officer), Board of Directors  
Legal Services of Northern California

Jane Kroesche

Print Name and Title

Date:

3/17/2022 | 1:01:14 PM PDT

## Application Summary

### Funding Opportunity: Partnership Grants

### Project Title: Yolo Consumer Clinic

### Organization: Legal Services of Northern California

#### Partner Court Information

Presiding Judge	Daniel Maguire
Court Name	Yolo County Superior Court
Address	1000 Main Street
City	Woodland
Country / Province	United States CA
Postal Code	95695
Court Phone	530-406-6792

**My court has had an opportunity to review the applicant's abstract describing proposed services to self-represented litigants in partnership with my court. I fully support the grant proposal as described below:**

#### 1. Project Abstract:

Legal Services of Northern California's Yolo County office (LSNC) and the Yolo County Superior Court propose to provide a free Consumer Clinic for low income people to address the rise in consumer lawsuits exacerbated by the pandemic. The Clinic is targeted at the 48,465 Yolo County residents living below 125 percent of the federal poverty level, with a focus on serving low-income litigants with language, literacy, or technology barriers. These groups need free legal assistance in consumer cases because they have difficulty accessing the Court and have been hardest hit by the economic crisis caused by the pandemic. Of the estimated 220,500 people who live in Yolo County, 38 percent speak English less than "very well," 20.8 percent speak only Spanish, and 7.7 percent lack basic literacy skills. 2,638 people in Yolo County reside in rural areas with limited internet services and broadband speed rates substantially below the California standard. The project is unique to the region and will ensure that all consumer litigants have equal access to the Court.

LSNC's Yolo staff attorneys will rotate providing twice-a-week one-on-one legal assistance in consumer law cases through a 20 percent full time equivalent position. LSNC will also offer mediation during the small claims court calendar, with a focus on pandemic rental debt and collection cases. The project will assist with the unmet need for pro per legal assistance in consumer law cases, reduce court clerk time spent with self-represented litigants, and promote judicial economy.

#### 2. Attorney-Client Relationship:

## Application Summary

### Funding Opportunity: Partnership Grants

### Project Title: Yolo Consumer Clinic

### Organization: Legal Services of Northern California

I understand the applicant plans to establish an attorney-client relationship and has provided the following protocol for conducting conflict checks: a. LSNC will establish an attorney-client relationship with participants who receive one-on-one legal assistance. LSNC-Yolo uses a secure, web-based case management system, Justice Server. Staff will enter potential clients' names into Justice Server to check for conflicts before the potential client receives one-on-one services from the project. If a conflict arises, project staff will refer the conflicted-out person to the Yolo County Bar Association web site, which lists attorneys by practice area. Project staff will also refer individuals for whom a conflict is identified to the Court's Self Help Center. It is expected that conflicts will be unusual because the Consumer Clinic assists low-income litigants with consumer issues that are typically brought by corporate entities, which must be represented by counsel. .

#### 3. Impartiality of the court:

Applicant has advised the court that services will be provided to both parties or sides of a matter.

#### 4. Alternative Services: The applicant has described the methods to be used to screen for subject matter eligibility, and the information and referral options that will be available for litigants who are ineligible for services due to income, subject matter, or residency:

Project staff will provide any handouts generated by the project, including the handout on answering consumer debt lawsuits in Yolo County, to litigants who are not eligible for the project's services. Staff will also refer ineligible individuals to the Court's Self-Help Center, co-located with the project staff at the Courthouse site (when services are in person), and to the Yolo County Bar Association's web site listing attorneys by practice area.

#### 5. Memorandum of Understanding: I understand that, if the project is funded, the court and the applicant will memorialize the details of the partnership in a Memorandum of Understanding(MOU), which will reflect the depth of the partnership, including the respective areas of responsibility of the Court and the applicant, as well as plans for regular coordination meetings.

#### Status of MOU:

A new, fully executed MOU is enclosed.

#### 6. Additional Comments, if any:

**Application Summary**

**Funding Opportunity: Partnership Grants**  
**Project Title: Yolo Consumer Clinic**  
**Organization: Legal Services of Northern California**

Signature of Presiding Judge

Judge Daniel Maguire

Date



## Application Summary

### Funding Opportunity: Partnership Grants

**Project Title:** Yolo Consumer Clinic

**Organization:** Legal Services of Northern California

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## Application Summary

**Funding Opportunity: Partnership Grants**

**Project Title: Yolo Consumer Clinic**

**Organization: Legal Services of Northern California**

Signature of Presiding Judge

*Daniel P. Maguire*

---

Judge Daniel Maguire

*3/16/22*

---

Date

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made as of March 15, 2022 between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF YOLO (“Court”) and LEGAL SERVICES OF NORTHERN CALIFORNIA (“LSNC”) regarding the operation of the Yolo Consumer Clinic (“Project”).

WHEREAS, many civil litigants are unable to afford legal representation or obtain free or low cost representation from a legal aid provider or from pro bono counsel, and therefore, they are forced to proceed in pro per or forgo pursuing or defending their civil actions; and

WHEREAS, it would greatly benefit pro per litigants to present their cases and assist the Courts to efficiently and accurately process the pro per cases, if the pro per litigants received independent legal advice and assistance concerning the processing of their cases; and

WHEREAS, pursuant to its application for funding, which was endorsed by this Court, LSNC has applied to become a recipient of an Equal Access Fund Partnership Grant from the State Bar of California, administered by the Legal Services Trust Fund Program, whereby LSNC agrees to operate a program called the Yolo Consumer Clinic to provide legal assistance to indigent pro per litigants in consumer cases, targeting services to people impacted by the pandemic;

NOW, THEREFORE, this MOU is made for the purpose of detailing the terms of the Project as between the Court and LSNC, as follows:

### **AGREEMENTS**

#### **A. LSNC SHALL:**

1. Assist qualifying indigent pro per litigants by providing information, referrals, and legal forms and assisting with the preparation of litigation forms and documents. Services will be provided without charge by qualified staff, volunteer attorneys and volunteer law clerks working under the direct supervision of attorneys. Services will be provided on a regularly scheduled basis.
2. Meet with the Judges, Court Clerks, Court Executive Officer, Senior Court Analyst, Family Court Services Manager, and other Court and county officials, as needed, to implement the project and to coordinate and evaluate the delivery of services.
3. Provide the Court with copies of all progress reports and evaluations sent to the State Bar, as required by the grant terms.

4. Coordinate services and referrals with the Family Court Services Manager, to avoid the duplication of services and maximize access of services to litigants.
5. Advertise and promote the availability of the Yolo Consumer Clinic services to the public and relevant government and social service agencies.
6. Provide assisted litigants with appropriate disclaimers and notices concerning the Courts' independence from the Project services.

**B. COURT SHALL:**

1. When the Court's Self Help Center reopens to partner agencies and the public, the Court will make space available at the Court in Woodland, California for LSNC's Staff Attorneys to handle administration of the Clinic and to conduct private consultations. Specifically, the Court will provide at least one interview room, a lobby waiting room, and security services. The Court will also provide access to a computer station with software for preparing court forms and a printer. The Court will also provide access to the telephone if needed by Project staff. All of these provisions are contingent upon the Court's funding and budgetary limitations, and Emergency Orders related to the pandemic.
2. Provide oversight of the Project's staff attorneys as needed while on-site at the Courthouse through the Family Court Services Manager.
3. Assist in the evaluation of the project at the conclusion of the grant term. The precise terms of the evaluation process will be determined at a later date, however, it is anticipated that the evaluation will include completion of an evaluation survey and the following:
  - a. Data on the number of Project cases filed with the court.
  - b. Sampling review of Project work product and case outcomes.
  - c. Ongoing feedback as to benefits or problems with the Project services.
  - d. Quarterly meetings between the Family Court Services Manager and LSNC-Yolo's Managing Attorney to discuss the success in meeting project goals.
  - e. At least one meeting with Court staff to review findings from the evaluation.
4. Assist in the referral of litigants to the Project. If the Self Help Center is closed to partner agencies and the public in 2023, Self Help Center staff will refer self-represented litigants with consumer-related legal problems to the Yolo Consumer Clinic for assistance. The Court will also announce the availability of mediation in small claims cases at the time of trial.
5. Provide necessary information on Court procedures, e.g. court rules, schedules, fees, etc.
6. To the extent possible and necessary for the efficient delivery of assistance to litigants,

assist in making Court files or information regarding the status of pending cases available to Project staff or pro per litigants seeking service.

### C. GENERAL PROVISIONS:

1. This MOU will terminate on December 31, 2023, or sooner upon 30 days' written notice by either of the parties.
2. The delivery of services pursuant to this MOU is subject to the continuation of and availability of grant funding.
3. The delivery of services by the Yolo Consumer Clinic is subject to all conditions, rules and regulations governing LSNC set forth by the grant conditions, Legal Services Trust Fund Programs, and the Legal Services Corporation.
4. LSNC is independent of the Courts and is solely responsible for the delivery of the Yolo Consumer Clinic services.
5. LSNC shall provide and maintain in full force and effect while providing services pursuant to this agreement an errors and omissions liability policy (also variously known as professional liability or malpractice liability insurance) with minimum limits of \$1,000,000.
6. All notices required to be given in writing pursuant to the terms of this MOU shall be sent first class mail to the following addresses:

If to Court: Court Executive Officer  
Superior Court of California,  
County of Yolo  
1000 Main Street  
Woodland, CA 95695

If to LSNC: Executive Director  
Legal Services of Northern California  
517 12<sup>th</sup> Street  
Sacramento, CA 95814

Date:

Date:

Shawn C. Landry, Court Executive Officer  
Superior Court of California, County of Yolo

Gary F. Smith, Executive Director  
Legal Services of Northern California

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2. Meet with the Judges, Court Clerks, Court Executive Officer, Senior Court Analyst, Family Court Services Manager, and other Court and county officials, as needed, to implement the project and to coordinate and evaluate the delivery of services.
3. Provide the Court with copies of all progress reports and evaluations sent to the State Bar, as required by the grant terms.

4. Coordinate services and referrals with the Family Court Services Manager, to avoid the duplication of services and maximize access of services to litigants.
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2. Provide oversight of the Project's staff attorneys as needed while on-site at the Courthouse through the Family Court Services Manager.
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  - b. Sampling review of Project work product and case outcomes.
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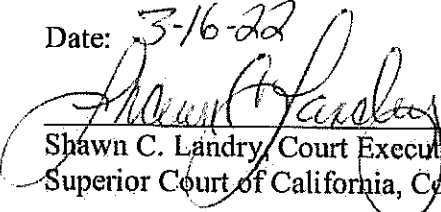
If to Court:

Court Executive Officer  
Superior Court of California,  
County of Yolo  
1000 Main Street  
Woodland, CA 95695

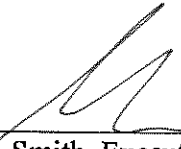
If to LSNC:

Executive Director  
Legal Services of Northern California  
517 12<sup>th</sup> Street  
Sacramento, CA 95814

Date: 3-16-22

  
Shawn C. Landry, Court Executive Officer  
Superior Court of California, County of Yolo

Date: 3-16-22

  
Gary F. Smith, Executive Director  
Legal Services of Northern California

**PARTNERSHIP GRANTS  
PROJECT PROFILE**

<b>Organization Name</b>	Inland Counties Legal Services			
<b>Project Name</b>	Consumer Rights Clinic EXPANSION			
<b>Grant Year</b>	<b>Total Budget</b>	<b>Amount Requested</b>	<b>Amount Awarded</b>	
2023	\$319,310.00	\$151,000		
<b>Currently Funded Partnership Grant</b>	<b>Court Letter(s) on File</b>	<b>Memorandum of Understanding(s) Reviewed</b>	<b>All Services at Courthouse</b>	
No				
<b>Project Abstract</b>	<p>Currently the Consumer Rights Clinic ("CRC") is a successful partnership between ICLS and the San Bernardino Superior Court providing legal assistance to unrepresented indigent consumers with debt collection lawsuits.</p> <p>This application expands the project to the Riverside Superior Court.</p> <p>The project will fund an attorney, a paralegal, and a legal secretary and builds upon a document automation application (created for the project with non Partnership funding) that allows consumers to respond, propound discovery, and attempt settlement with opposing counsel. All documents produced are reviewed by an attorney.</p> <p>As public health restrictions allow, the San Bernardino Superior Court (at the Justice Center, Central District) and the Riverside Superior Court (at the Riverside Self Help Center) will provide space for ICLS to operate and make referrals to the Clinic.</p> <p>Staff will serve pro se defendants in the courthouses or virtually on a regular schedule preparing responsive pleadings and settlement offers. Staff will attempt to settle/dismiss cases as soon as possible. The ICLS attorney will not represent the client on the record or appear in court on the clients behalf. Through counsel and advice and document preparation, the goal is to increase access to justice for clients and alleviate the demand on the court's time by resolving cases expeditiously.</p> <p>ICLS has mastered the process of working with clients and volunteer attorneys remotely and has the ability to operate remotely at any time when public health restrictions are in effect.</p>			
<b>Court Name</b>	<b>Branch (If Applicable)</b>	<b>Address</b>	<b>On-Site Days/Hours</b>	<b>Total Hours/Month</b>
Superior Court of California, County of San Bernardino	Justice Center, Central District	247 West Third St., San Bernardino, CA 92415-0210	M/W 9a-1p & 2p-4p	48 hr/mo
Superior Court of California, County of Riverside	Riverside Self Help Center	3535 10th St., Riverside CA 92501	Tu/Th 9a-1p & 2p-4p	48 hr/mo

Personnel Categories	Project Staff	Total Project FTEs	PG Share of FTEs
Lawyers	Staff Attorney II	1	0.49
	Practice Group Director	0.05	0.02
		0	0
	Lawyers Total	1.05	0.51

<b>Paralegals</b>	<b>Paralegal</b>	1	0.45
		0	0
	<b>Paralegals Total</b>	1	0.45
<b>Other</b>	<b>Legal secretary</b>	0.09	0.05
		0	0
	<b>Other Total</b>	0.09	0.05

<b>Goals and Objectives</b>			
	<b>Number of Individual Services</b>	<b>Number of Workshops</b>	<b>Individuals to be Served at Workshops/Group Activities</b>
Information on Legal Options	0	0	0
Information on Court Procedures and Hearing Preparation	200	0	0
Document Preparation and Review	200	0	0
Filing or Services Assistance	200	0	0
Supervised Settlement Services	200	0	0
Post-hearing Assistance	100	0	0
Other	0	0	0
Explain Other			N/A

<b>Community Engagement – Outreach</b>	<p>(1) The Courts will distribute informational flyers at court locations and on its website.</p> <p>(2) ICLS will promote the Consumer Rights Clinic on its website and social media.</p> <p>(3) Community partners such as Legal Aid Society of San Bernardino, Inland Empire Latino Lawyers Association and Community Action Partnership of San Bernardino County distribute informational flyers to consumers they serve.</p> <p>(4) ICLS uses advertising media as funding permits, such as newspaper and radio.</p>
<b>Attorney-Client Relationship</b>	Yes
<b>Conflict of Interest Protocols</b>	ICLS maintains a Case Management System (CMS) that included archival records of all prior clients. This CMS is checked at intake for conflicts of interest by the Intake Team. Suspected conflicts are immediately flagged and reviewed by supervising attorneys on the Intake Team to determine acceptance or rejection.
<b>Income Eligibility Guidelines</b>	All applicants for the Consumer Rights Clinic will first be processed by ICLS's Intake Team. The Intake Team will ensure that all applicants are income qualified or age or disability qualified in accordance with Equal Access Fund eligibility requirements under BPC §6213 et. seq. Services will only be provided to pro se applicants with a San Bernardino County or Riverside County Court consumer issue pending.

<b>Alternative Services</b>	Applicants who do not qualify for services under this project are referred to ICLS's regular Consumer Law Team for relevant services or to the Lawyer Referral Services of San Bernardino and Riverside Counties as most appropriate and depending on resources.
<b>Court's Role</b>	<p>The San Bernardino Superior Court provided space at the Justice Center, Central District for ICLS in the publicly available research rooms in the Civil and Probate Clerks offices. The Court provides desks and electrical outlets. The Court distributes public notices informing consumers of the clinic and how to apply and the Court has posted the notice on its website.</p> <p>The Riverside Court will provide space at the Riverside Self Help Center and provide desks and electrical outlets. ICLS will work with the court to develop public notices informing consumers of the clinic and how to apply and will also ask that the notice be posted on its website.</p> <p>ICLS will work with the Riverside Superior Court to obtain use of similar space and resources.</p>

**PARTNERSHIP GRANTS  
PROJECT PROFILE**

<b>Organization Name</b>	Legal Aid Society of San Diego			
<b>Project Name</b>	South Bay Restraining Order Project			
<b>Grant Year</b>	<b>Total Budget</b>	<b>Amount Requested</b>	<b>Amount Awarded</b>	
2023	\$175,539.00	\$120,000		
<b>Currently Funded Partnership Grant</b>	<b>Court Letter(s) on File</b>	<b>Memorandum of Understanding(s) Reviewed</b>	<b>All Services at Courthouse</b>	
No			Pending	
<b>Project Abstract</b>	<p>In partnership with the San Diego Superior Court, the Legal Aid Society of San Diego (LASSD) Pro Bono Program seeks to offer a full-time Domestic Violence/Civil Harassment/Elder Abuse Restraining Order Clinic at the South County branch of the San Diego Superior Court. The Court has expressed the need for daily full-time services to assist the rising number of South County residents seeking protection from violence, stalking, sexual assault, elder/dependent adult abuse, and severe harassment. The project would operate daily in the South County Regional Center branch court from 8:30 a.m. to 12:00 p.m. and 12:30 p.m. to 4:00 p.m., Monday through Friday, providing assistance with court forms, explanation of the law, options and alternatives, and referrals.</p> <p>The program will be staffed with one staff attorney, one advocate, and volunteer attorneys and students. Ongoing communication with court personnel will create a collaborative program that benefits both the court and self-represented litigants in having appropriate paperwork processed efficiently.</p> <p>The main goals of the program are to help self-represented litigants access and fully participate in the legal system, and educate litigants so they can make informed choices resulting in effective and efficient filings for the litigant and the Court. Helping litigants complete necessary paperwork ensures that the Court receives the information necessary to render a decision on a temporary restraining order that day. By providing these services, the program helps pro per petitioners protect themselves from dangerous situations, and helps pro per respondents protect their due process rights by properly responding to petitions.</p>			
<b>Court Name</b>	<b>Branch (If Applicable)</b>	<b>Address</b>	<b>On-Site Days/Hours</b>	<b>Total Hours/Month</b>
San Diego Superior Court	South County	500 3rd Ave, Chula Vista, CA 91910	MTuWThF/8:30-12:00 and 12:30-4:00	140

Personnel Categories	Project Staff	Total Project FTEs	PG Share of FTEs
Lawyers	Staff Attorney	1	0.75
		0	0
		0	0
	Lawyers Total	1	0.75
Paralegals	Advocate	0.57	0.57
		0	0
	Paralegals Total	0.57	0.57
Other		0	0

		0	0
	<b>Other Total</b>	0	0

<b>Goals and Objectives</b>				
		<b>Number of Individual Services</b>	<b>Number of Workshops</b>	<b>Individuals to be Served at Workshops/Group Activities</b>
Information on Legal Options		0	0	0
Information on Court Procedures and Hearing Preparation		0	0	0
Document Preparation and Review		0	0	0
Filing or Services Assistance		0	0	0
Supervised Settlement Services		0	0	0
Post-hearing Assistance		0	0	0
Other		0	0	0
Explain Other	<p>The main project goal is to assist low-income, self-represented litigants understand the court process and complete necessary court documents to succeed in meritorious Domestic Violence, Civil Harassment, and Elder Abuse Restraining Order actions. A second goal is to see Program users have greater comfort in navigating the court system by assisting many in their own language with cultural competence. LASSD will utilize minority bar partners and volunteers to provide culturally appropriate assistance to those involved in restraining order actions in their own language. A third goal for the program to measurably ease the burden on Family and Civil/Elder restraining order judges and court personnel handling SRLs. A fourth goal is to provide meaningful referrals to free mediation services and other legal options. These other options can often provide a better result than a judge in a Civil Harassment restraining order case and can often settle tensions between litigants. A fifth goal is to engage the greater legal community in a meaningful way with the use of new technology. With the use of technology such as Zoom, the Program will be able to utilize more volunteers and provide assistance to more litigants. Utilizing technology such as Zoom can also assist a greater number of people, especially the elderly and those who are unable to access in person services.</p>			

<b>Community Engagement – Outreach</b>	Communication and continued partnerships with like-minded nonprofits throughout the County ensure that the community knows where to find the clinic and what services are offered. LASSD's Intake staff who answer almost 100,000 calls a year on LASSD's toll free numbers are trained to identify candidates for Self-Help Clinic services and will direct persons to the appropriate clinic on a case-by-case basis. The Court relies on clinic staff and volunteers to lighten their load and refers as many walk-ins as the clinic can handle each day, often encouraging litigants to come back another day if the clinic does not have time to assist them. LASSD also prints and distributes marketing materials on at least a quarterly basis, and provides information on clinic services on its website and 211 (San Diego County's resource and information hotline and website for community services). LASSD staff members also attend community events and participate in seminars and panels, devoted to serving this community and ensuring services are well-known and well-respected throughout San Diego County.
<b>Attorney-Client Relationship</b>	No
<b>Conflict of Interest Protocols</b>	N/A

<b>Income Eligibility Guidelines</b>	Participants will be required to complete an application (intake form) before utilizing clinic services. These applications will be reviewed by staff prior to providing assistance to verify eligibility as to income, subject matter, and appropriate venue. Participants will also be screened to see if they have already retained counsel through questions on the intake form. If the individual indicates representation, the program staff or volunteers would further inquire as to the nature of representation and/or review the Register of Actions. If it is representation on another matter, the Program would be able to assist. If it is on the same/related matter, the Program would refer the individual back to their attorney of record.
<b>Alternative Services</b>	A litigant who is not eligible for project services would be referred to the San Diego County Bar Association's Lawyer Referral and Information System (LRIS) and the San Diego Law Library. Any litigants seeking different services outside of the project's scope, such as assistance with family law custody/visitation orders or divorce, would be referred to the Family Law Facilitator. Litigants seeking legal advice or representation will be referred to LRIS, LASSD's main line for client screening, and other organizations who provide legal advice and representation in restraining orders such as the San Diego Volunteer Lawyer Program, Center for Community Solutions, and Your Safe Place (formerly Family Justice Center). Litigants seeking additional family violence and support services would be referred to partner organizations such as South Bay Community Services.
<b>Court's Role</b>	<p>The court provides:</p> <ol style="list-style-type: none"> <li>1. A private office to LASSD where self-help services are provided during hours in which the courthouse is open.</li> <li>2. Security for the clinic in connection with regular security provided at the courthouse.</li> <li>3. Computers, copier, utilities, and some furniture.</li> <li>4. Access to the courthouse to authorized LASSD personnel by providing a court badge. Additionally, the court provides badged access to the court mail room for LASSD personnel.</li> <li>5. Telephones that will allow LASSD to make outgoing calls, both nationwide and long distance, to customer cell phones as well as internal court extension calls.</li> <li>6. Plexiglass and other protective barriers for use inside of the clinic during the pandemic.</li> </ol>

**PARTNERSHIP GRANTS  
PROJECT PROFILE**

<b>Organization Name</b>	Legal Services of Northern California			
<b>Project Name</b>	Yolo Consumer Clinic			
<b>Grant Year</b>	<b>Total Budget</b>	<b>Amount Requested</b>	<b>Amount Awarded</b>	
2023	\$39,000.00	\$39,000		
<b>Currently Funded Partnership Grant</b>	<b>Court Letter(s) on File</b>	<b>Memorandum of Understanding(s) Reviewed</b>	<b>All Services at Courthouse</b>	
No				
<b>Project Abstract</b>	<p>Legal Services of Northern California's Yolo County office (LSNC) and the Yolo County Superior Court propose to provide a free Consumer Clinic for low income people to address the rise in consumer lawsuits exacerbated by the pandemic. The Clinic is targeted at the 48,465 Yolo County residents living below 125 percent of the federal poverty level, with a focus on serving low-income litigants with language, literacy, or technology barriers. These groups need free legal assistance in consumer cases because they have difficulty accessing the Court and have been hardest hit by the economic crisis caused by the pandemic. Of the estimated 220,500 people who live in Yolo County, 38 percent speak English less than "very well," 20.8 percent speak only Spanish, and 7.7 percent lack basic literacy skills. 2,638 people in Yolo County reside in rural areas with limited internet services and broadband speed rates substantially below the California standard. The project is unique to the region and will ensure that all consumer litigants have equal access to the Court.</p> <p>LSNC's Yolo staff attorneys will rotate providing twice-a-week one-on-one legal assistance in consumer law cases through a 20 percent full time equivalent position. LSNC will also offer mediation during the small claims court calendar, with a focus on pandemic rental debt and collection cases. The project will assist with the unmet need for pro per legal assistance in consumer law cases, reduce court clerk time spent with self-represented litigants, and promote judicial economy.</p>			
<b>Court Name</b>	<b>Branch (If Applicable)</b>	<b>Address</b>	<b>On-Site Days/Hours</b>	<b>Total Hours/Month</b>
Yolo Superior Court		1000 Main Street, Woodland, CA	M 8:30-10:30 & 1:30-3:30-mediation/TTh 8:30-12:00-one-on-one appointments	50

Personnel Categories	Project Staff	Total Project FTEs	PG Share of FTEs
Lawyers	Managing Attorney	0.03	0.03
	Staff Attorney	0.3	0.3
		0	0
	Lawyers Total	0.33	0.33
Paralegals		0	0
		0	0
	Paralegals Total	0	0
Other		0	0
		0	0
	Other Total	0	0



Goals and Objectives				
		Number of Individual Services	Number of Workshops	Individuals to be Served at Workshops/Group Activities
Information on Legal Options		0	0	0
Information on Court Procedures and Hearing Preparation		144	0	0
Document Preparation and Review		144	0	0
Filing or Services Assistance		85	0	0
Supervised Settlement Services		40	0	0
Post-hearing Assistance		0	0	0
Other		25	0	0
Explain Other	The "other" individual services represents mediation in 52 cases during the small claims court calendar, focusing on pandemic rental debt and collection cases. The goals for mediation are to ensure that the parties reach a mutually acceptable resolution and to preserve judicial economy by diverting cases from the trial calendar. The overall goals of one-on-one assistance are to ensure that self-represented litigants in consumer cases related to the pandemic file the correct paperwork, understand the court procedures and substantive area of the law, receive information about their legal options, are prepared to represent themselves at court, and receive appropriate referrals.			

<b>Community Engagement – Outreach</b>	Project staff will provide flyers to Court Clerks describing the availability of services. Project staff will also distribute bilingual (English/Spanish) flyers at the kiosk at the Self-Help Center, at the law library, and at community-based organizations that serve the target population. LSNC staff also attends numerous meetings throughout the county with other service providers, where staff have the opportunity to share information about LSNC's services, including the project. Project staff will also attend outreach events, either remotely or in person, like the annual Yolo County Fraud Fair, Senior Resource Fairs, and farmworker outreach events, where staff are able to distribute flyers concerning the project.
<b>Attorney-Client Relationship</b>	Yes
<b>Conflict of Interest Protocols</b>	a. LSNC will establish an attorney-client relationship with participants who receive one-on-one legal assistance. LSNC-Yolo uses a secure, web-based case management system, Justice Server. Staff will enter potential clients' names into Justice Server to check for conflicts before the potential client receives one-on-one services from the project. If a conflict arises, project staff will refer the conflicted-out person to the Yolo County Bar Association web site, which lists attorneys by practice area. Project staff will also refer individuals for whom a conflict is identified to the Court's Self Help Center. It is expected that conflicts will be unusual because the Consumer Clinic assists low-income litigants with consumer issues that are typically brought by corporate entities, which must be represented by counsel.

<b>Income Eligibility Guidelines</b>	<p>The project attorneys are ultimately responsible for screening potential project clients. LSNC deems litigants ineligible for services if they do not meet the indigency requirements outlined in Business and Professions Code Section 6213(d), if they need assistance in a subject matter that the Consumer Clinic does not cover, and/or if they do not meet residency requirements. The project's administrative staff conduct an initial screening for eligibility for the one-on-one appointments. Potential clients self-report income, assets, age, and if they have a developmental disability, which staff note on the intake sheet. LSNC uses Justice Server, a secure, web-based Salesforce platform, for capturing data and screening for eligibility. The project attorneys then review the intake information in Justice Server to determine whether the potential client is eligible for project services. Project staff will screen people referred for small claims mediation using either a sign in sheet through which participants self-report eligibility information at the courthouse or through a link via Zoom, if the Court is not holding in person small claims trials in 2023.</p>
<b>Alternative Services</b>	<p>Project staff will provide any handouts generated by the project, including the handout on answering consumer debt lawsuits in Yolo County, to litigants who are not eligible for the project's services. Staff will also refer ineligible individuals to the Court's Self-Help Center, co-located with the project staff at the Courthouse site (when services are in person), and to the Yolo County Bar Association's web site listing attorneys by practice area.</p>
<b>Court's Role</b>	<p>If the Court's Self-Help Center is open for in-person services by partner agencies in 2023, the Court will provide in-kind space in the workshop room for project services, in-kind security services, in-kind use of the copier and workshop room computers, general oversight of project staff while they are at the courthouse site, and an in-kind waiting area for project clients and participants. The Court will also provide data, as needed and available, to the managing attorney for use in assessing the quality and impact of the project's services.</p>