



AGREEMENT BETWEEN
COUNTY OF SAN MATEO
DEPARTMENT OF HOUSING
AND
LEGAL AID SOCIETY OF SAN MATEO COUNTY
TO ASSIST WITH
EVICTON DEFENSE PROJECT
FOR THE PERIOD
JULY 1, 2018 THROUGH JUNE 30, 2019

Contact Person: Francisco Gomez Jr.
Email: fgomez@smchousing.org
Phone: 650-802-5002

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO DEPARTMENT OF HOUSING
AND
LEGAL AID SOCIETY OF SAN MATEO COUNTY**

THIS AGREEMENT, entered into this 1st day of July, 2018 by and between the COUNTY OF SAN MATEO DEPARTMENT OF HOUSING, ("County"), and LEGAL AID SOCIETY OF SAN MATEO COUNTY, a California nonprofit ("Contractor");

WITNESSETH:

WHEREAS, Measure K is a 20-year half cent sales tax extension passed by voters in November 2016; and

WHEREAS, on May 16, 2017, the County Board of Supervisors approved continuing and/or expanding initiatives that were part of the FY 2015-17 cycle, as well as new initiatives and projects for FY 2017-18 and FY 2018-19; and

WHEREAS, County has approved revisions to the Fiscal Year 2017-2019 Measure K Allocation Plan and Affordable Housing Plan to allocate a portion of these Measure K funds to support Tenant Assistance Programs, which would include funding to support its Eviction Defense Project; and

WHEREAS, Legal Aid Society of San Mateo County will begin a pilot program known as Eviction Defense Project where the project looks to ensure access to lawyers in high-priority civil cases in order to provide full legal representation to low-income individuals and families preventing displacement and providing comprehensive legal assistance; and

WHEREAS, it is proposed that the County enter into a contract with Legal Aid Society of San Mateo County to provide eviction defense and legal representation for low income residents, in furtherance of the Shared Vision 2025 outcome of Livable and Prosperous communities; and

WHEREAS, County defines a "contractor" as a legal entity with whom County has executed a legally binding agreement; and

WHEREAS, it is mutually understood that the term Contractor is used to refer to the party to this Agreement other than County, a party is considered a subrecipient; and

WHEREAS, it is necessary and desirable that Contractor receive Measure K funding assistance to support its Eviction Defense Project not to exceed the amount \$196,865, for the purpose of providing full legal representation and comprehensive legal assistance against illegal evictions for residents;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by reference:

- Exhibit A – Program/Project Description
- Exhibit B – Disbursement and Rates
- Exhibit C – § 504 Compliance
- Exhibit D – Jury Service Declaration
- Exhibit E – Program Budget

2. Services to be performed by Contractor

In consideration for the funding assistance set forth herein and in Exhibit B, Contractor shall perform the services (hereinafter referred to as the “services” or the “work”) necessary to implement the Project as described in Exhibit A.

3. Payment

Subject to Contractor's satisfactory performance of the terms and conditions set forth herein, including but not limited to Exhibit A, County shall disburse to Contractor in accordance with the rates and in the manner specified in Exhibit B. County reserves the right to withhold disbursements if County determines that Contractor's performance of applicable terms and conditions is unacceptable or documentation evidencing performance is unacceptable; provided County shall provide Contractor with 45 days' notice and opportunity to cure. In no event shall County's total fiscal obligation under this Agreement exceed Award Amount – year one **(\$196,865.00) One Hundred Ninety-Six Thousand Eight Hundred Sixty-Five Dollars** for the term of this Agreement.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2018, through June 30, 2019 unless otherwise modified in Exhibit A.

County may terminate this Agreement for cause after giving Contractor written notice of any breach or default under this Agreement and after the expiration of 30 days from the date of such notice to cure said breach or default, if Contractor fails to cure said breach or default to the satisfaction of County, in County's sole discretion; provided however, if the breach or default is curable but not of the nature which can be readily cured within 30 days, and Contractor has commenced to cure such breach or default within the 30 day period and is diligently pursuing such cure to completion, Contractor shall have such additional period of time as is reasonably necessary to cure the breach or default. If a default shall occur and be continuing (i.e. Contractor shall fail to cure or to commence to cure), County may pursue all rights and remedies available under this Agreement.

County reserves the right to waive any and all breaches of this Agreement, and any such waiver will not be deemed a waiver of all previous or subsequent breaches. In the event County chooses to waive a particular breach of this Agreement, it may condition same on payment by Contractor of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.

5. Availability of Funds

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of such funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or loan disbursement made pursuant to this Agreement brought for, or on account of, any of the following:

- A) Injuries to or death of any person, including Contractor or its employees/officers/agents;
- B) Damage to any property of any kind whatsoever and to whomsoever belonging;
- C) Any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- D) Any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent will give County the right to automatically and immediately terminate this Agreement.

9. Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's

liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code,

- i. That it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and
- ii. That it will comply with such provisions before commencing the performance of work under this Agreement.

B) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

i.	Comprehensive General Liability	\$1,000,000
ii.	Motor Vehicle Liability Insurance	\$1,000,000
iii.	Professional Liability.	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that:

- A) The insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and
- B) If County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further disbursement of funding pursuant to this Agreement until the breach is cured.

10. Compliance With Laws; Payments of Permits / Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality

of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its sub-Contractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A) *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B) *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C) *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to Contractors who are providing services to members of the public under this Agreement.
- D) *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits Contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
 - ☐ Contractor complies with Chapter 2.84 by:
 - ☐ offering the same benefits to its employees with spouses and its employees with domestic partners.
 - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a

cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.

- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

E) *Discrimination Against Individuals with Disabilities.* Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F) *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☐ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G) *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

For all agreements with a total contract amount exceeding \$100,000 inclusive of amendments, Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a Contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

- A) Contractor shall maintain all required records for five (5) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.
- B) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.
- C) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Lobbying Prohibited

Federal funds will not be used by Contractor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government. Federal funds will not be used by Contractor to lobby or influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract.

15. Influencing Prohibited

- A) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract,

the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and
- C) The language of paragraphs 15A and 15B will be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

16. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreements, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both:

- A) Transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and
- B) Sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:	In the case of Contractor, to:
Ken Cole, Director County of San Mateo Department of Housing 264 Harbor Blvd., Bldg. A Belmont, CA 94002 Telephone: 650-802-5024 Email: kcole@smchousing.org	M. Stacey Hawver, Executive Director Legal Aid Society of San Mateo County 330 Twin Dolphin Drive, Suite 123 Redwood City, CA 94065-1455 Telephone: (650)558-0915 Email: mshawver@legalaidsmc.org

19. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

REST OF PAGE DELIBERATELY LEFT BLANK.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO DEPARTMENT OF HOUSING

By: _____
Director, Department of Housing

Date: _____

**CONTRACTOR:
LEGAL AID SOCIETY OF SAN MATEO COUNTY**

Contractor's Signature (use blue ink only)

Print Name: _____

Print Title: : _____

Date: _____

Exhibit A

Program/Project Description

1. The purpose of this Agreement Between County of San Mateo Department of Housing and Legal Aid Society of San Mateo County (LASSMC) is to work in conjunction with Community Legal Services in East Palo Alto (CLSEPA) to provide full legal representation to individuals and families facing evictions. This pilot project would be an initial effort to help in preventing displacement and preserving affordable housing in the County of San Mateo. The Eviction Defense project outlined in this Scope of Work is intended to:

- Ensure access to lawyers in high-priority civil cases in order to provide full legal representation to low-income individuals and families preventing displacement;
- Develop systems to increase collaboration between Legal Aid Society of San Mateo County and CLSEPA to more efficiently prioritize, allocate, and handle cases;
- Develop a secure data-sharing system that will increase efficiency of referrals between the organizations;
- Identify and implement reporting tools to effectively visualize and communicate data.

Year 1 Performance Goals: This program will serve 50 households in both the incorporated and unincorporated areas of San Mateo County. (Should funding be allocated for the second (2) year of the project, the program will serve 100 households in both the incorporated and unincorporated area of San Mateo County.)

Scope of Work: LASSMC and CLSEPA will work together to define case prioritization and allocation criteria and referral protocols for eviction cases; research collaborative systems developed in other counties to handle eviction cases and identify best practices; translate those best practices to San Mateo County's specific needs and circumstances; and build infrastructure to maximize the project's impact on preventing displacement. During the project definition, research, and infrastructure building stages, LASSMC and CLSEPA will test program design by representing San Mateo County households, in both the unincorporated and incorporated areas of the county, in eviction actions and tracking and reporting on results. Program will provide comprehensive legal assistance including referrals, options counseling, legal advice and counsel, brief services, and legal representation to residents and families. To help with reporting, a data visualization component will be developed to provide information for reporting back to the County on the impact of services provided.

2. Monitoring. Consistent with paragraph 13 of this Agreement, *Retention of Records*, during the contract term, County may undertake monitoring of Contractor's records and premises for program compliance in accordance with County's Subrecipient Monitoring Manual. Contractor shall be given notice of any monitoring undertaken by County. Contractor shall maintain all required records for a period of five (5) years after the end of the contract term.
3. Quarterly Performance Reporting. During the contract term, Contractor shall submit a written quarterly performance report within 30 days after the end of each quarter. The report should be in the form of both a narrative description of activities performed and a

statistical enumeration of beneficiaries. These reports are formatted in accordance with the type of services being provided and may change from time to time to accommodate County reporting needs. **Such reporting must be prepared and submitted undertaken through the CDS on-line data management system.**

4. Project Completion Reporting. No later than 30 days from the end of each fiscal year of the contract term, Contractor shall provide the following reports: (1) a beneficiary summary, which summarizes the number of clients served by ethnicity and income; and (2) final program funding sources and uses, which show the total of all funds expended for the program. As with the quarterly performance reports, these reports are formatted in accordance with the type of services provided. **Such reporting should be done through the CDS on-line data management system.**
5. Contract Number. All correspondence, invoices, payments, and reports must include the County contract number.

Exhibit B- Disbursement and Rates

Amount and Method of Payment

Funding provided in this Agreement is to be used by County to reimburse Contractor for performing program service activities and program delivery costs enumerated in Exhibit A. None of the funding shall be used to support Contractor's general administration costs. In consideration of the services described in Exhibit A and subject to the terms of the Agreement, County shall reimburse Contractor in accordance with the procedures below.

Contractor shall enter billing data into the City Data Services ("CDS") web-based system for purposes of obtaining reimbursement under the Agreement. Upon receipt, review and approval of invoice, County will reimburse Contractor for actual costs incurred for services rendered/incurred, provided Contractor provides DOH with documentation and assurances described below that the costs were appropriate to the request for reimbursement and consistent with the budget described in Exhibit A.

When using the CDS system for reimbursement, all back-up invoice documentation should be uploaded into the on-line system. DOH reserves the right to request hard copies of invoice documentation or a summary of documentation plus scanned/emailed support materials as a condition of County review and approval. In all cases, Contractor shall make documentation records available for DOH review upon request.

In no event shall County reimburse Contractor for any payments exceeding the total amount stated in Paragraph 3 "Payment" of this Agreement. Contractor's requests for reimbursement/payment submitted through CDS must be from an authorized representative of Contractor. By submitting request for reimbursement/payment, Contractor certifies that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper and that all funds to be expended are exclusively for the activity or services described in Exhibit A. County reserves the right to verify such completion either prior to or after reimbursement/payment has been made to Contractor.

Questionable Reimbursement Request: In the event of a questionable payment request, County will state in writing the specific nature of its objections to Contractor's work. County will also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 calendar days of receipt of such objections. The parties shall meet to discuss such objections at the request of either party. County will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved.

Reimbursement Request and Documentation in CDS:

Contractor's "actual costs incurred for services rendered" (as referenced above) for which the County may be invoiced under this Agreement include direct and indirect costs of service delivery within the scope of this Agreement. Quarterly invoices shall be submitted through CDS, with back-up invoice documentation consisting of:

- A narrative report describing progress toward project goals and metrics on specific deliverables; and

- A “budget vs. actual” report reflecting actual expenditures to date in support of the project activities.

Contractor is not obligated to upload to CDS quarterly back-up invoice documentation beyond those items designated herein, but shall maintain support documentation of all actual expenditures (such as employee timecards, payroll, supply invoices, equipment leases) to be available for inspection at the County's request.

Exhibit C- § 504 Compliance

ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulations, and all guidelines and interpretations issued pursuant thereto.

Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. § 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: M. Stacey Hawver

Name of Contractor(s): Legal Aid Society of San Mateo County

Street Address or P.O. Box: 330 Twin Dolphin Drive, Suite 123

City, State, Zip Code: Redwood City, CA 94065

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official:

Date:

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Exhibit D
Jury Service Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	LEGAL AID SOCIETY OF SAN MATEO COUNTY	Phone:	(650)558-0915
Contact Person:	M. Stacey Hawver	Fax:	(650)517-8973
Address:	330 Twin Dolphin Drive, Suite 123		

EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☐ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
 - ☐ The Agreement is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on __ (date) and expires on __ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title

Exhibit E
Program Budget

[Please see Attached Budget]

BUDGET NARRATIVE:

- FTE – Full Time Employee Rate;
- Attorney/Project Manager – Responsible for the day-to-day running of the data sharing collaborative; helps develop referral protocols; provides legal representation and counseling services for low-income clients.
- Supervision of Attorney – Senior-level attorneys who will oversee the data sharing collaborative and supervise legal work at each organization.
- Support Staff – Provide logistical support for the data sharing project; provide support to attorneys working directly with low-income clients
- In-House Data Support – 2 Days per Month will provide reporting, analysis, and visualization data;

- Benefits – Fringe benefits such as health insurance, payroll tax, etc...charged at a rate of 31%.

- Shared Costs – 12% of personnel (calculated as salary + benefits) costs; include costs related to occupancy, technology, printing, translation services, phone, etc.

- Indirect Costs – 10% of direct costs to cover other administrative costs to run the program;

- Monthly Cloud Computing & Data Storage Fees - Fees linked to the installation and maintenance of a data-sharing system between Legal Aid Society of San Mateo County and Community Legal Services in East Palo Alto;

- Database Consultant – A consultant will be contracted in order to assist with the development of data-sharing infrastructure that would allow for collaboration between Legal Aid Society of San Mateo County and Community Legal Services in East Palo Alto. Will have a one-time system set-up fee in year 1. If the project were to be funded for a second year, the consultant will move to a maintenance role and provide any needed updates to the data-sharing system to ensure its integrity and security;

[Attached Budget]

Legal Aid Society of San Mateo County
Community Legal Services in East Palo Alto
Proposed Eviction Defense Expansion Budget 2018-2019

		Total		LASSMC		CLSEPA		
	Rate	Number	Expense	FTE	Expense	FTE	Expense	Notes
Personnel:								
Attorney/Project Manager	\$ 71,000	0.70	\$ 49,700	0.20	\$ 14,200	0.50	\$ 35,500	Oversee data sharing collaborative project; develop referral protocols
Supervision of Attorney	\$ 96,000	0.30	\$ 28,800	0.15	\$ 14,400	0.15	\$ 14,400	
Support Staff	\$ 35,000	0.50	\$ 17,500	0.50	\$ 17,500			
In-House Data Support	\$ 71,000	0.10	\$ 7,100	0.10	\$ 7,100			2 days/month reporting, analysis and visualization of data
Total Salaries:			\$ 103,100		\$ 53,200		\$ 49,900	
Benefits	31% of salaries		\$ 31,961		\$ 16,492		\$ 15,469	
Direct Costs:								
Shared Costs	12% of personnel		\$ 16,207		\$ 8,363		\$ 7,844	Personnel costs include salaries and benefits
Monthly Cloud Compute and Data Storage Fees	\$ 225	12	\$ 2,700		\$ 2,700			
Contractual:								
Database Consultant			\$ 25,000		\$ 25,000			One-time system set-up (secure data sharing, case management, and reporting)
Total Direct Costs:			\$ 178,968		\$ 105,755		\$ 73,213	
Indirect Costs:	10% of direct costs		\$ 17,897		\$ 10,576		\$ 7,321	
Total			\$ 196,865	0.95	\$ 116,331	0.65	\$ 80,535	