

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
TAMMY DAWSON, ESQ.**

THIS AGREEMENT is entered into this \_\_\_\_ day of October, 2006, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Tammy Dawson, Esq., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing immigration legal services to, among other things, assist foster care children in obtaining legal residence by applying for Special Immigrant Juvenile Status.

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **One Hundred and Thirty-Six Thousand dollars (\$136,000.00)**

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2006 through June 30, 2008.

This Agreement may be terminated by Contractor or the County Counsel (or his/her designee), on behalf of the County, at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of Funds**

The 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 the county learns of said unavailability of outside 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
  
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability .....	\$1,000,000
(b) Motor Vehicle Liability Insurance .....	\$300,000
(c) 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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 work pursuant to this Agreement.

**10. Compliance with laws; payment 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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

**11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, 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.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the 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;
  - 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 paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract 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 Fair Employment and Housing Commission 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.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

**12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

**13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the 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 the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to the addresses below. In addition to transmittal via mail, such communication shall also be sent via facsimile at the numbers below:

**In the case of County, to:**

Mark Lane  
Director, Children and Family Services  
Human Services Agency  
400 Harbor Boulevard, Building B  
Belmont, CA 94002  
(650) 802-5001 (facsimile)

**In the case of Contractor, to:**

Tammy M. Dawson, Esq.  
2350 43rd Avenue  
San Francisco, CA 94116  
(415) 731-3927 (facsimile)

[Signature Page Follows]

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Tammy M. Dawson, Attorney at Law

  
\_\_\_\_\_  
Contractor's Signature

Date: 9.12.06



## Exhibit A

### **I. Description of Services**

In consideration for the County's agreement to pay Contractor pursuant to the flat-rate structure set forth in Exhibit A for her services and the County's agreement to fulfill its obligations as set forth in this Agreement and all exhibits thereto, including but not limited to its obligations set forth in Exhibit A, Contractor agrees to provide the following services and fulfill the obligations set forth below:

#### **A. Contractor Services/Obligations**

1. Contractor agrees to provide immigration legal services to those juveniles referred to Contractor by the County for the purposes of preparing and filing applications for permanent residence, identifying potential problems with cases, monitoring cases, providing the County with a duplicate file, preparing the juvenile for CIS interviews, representing the juvenile at CIS interviews, keeping County officials abreast of changes in the Special Immigrant Juvenile Status Act and other applicable laws, and any other legal services reasonably requested by the County in connection with the Contractor's provision of the above-referenced services.
2. Prior to performing any "Substantial Work" on a new matter, the Contractor will refer all such new matters to County's immigration coordinator. The parties agree that the County shall not be responsible for the payment of any fees or other expenses (including any consultation fee) for any such new matters unless the County has authorized, in writing, the Contractor to commence work on such matters.
3. After receipt of new cases that Contractor agrees to accept, and prior to performing any "Substantial Work" on the case, Contractor will notify the County of the applicable flat-rate for services in writing within 10 business days. County will either authorize or dispute the applicable flat rate in writing within 10 business days of receipt of Contractor notification. If authorization is not received within 10 business days, Contractor shall be deemed to have rejected the case and shall be entitled to the above-referenced \$100 consultation fee as compensation for Contractor's initial review of records.
4. Contractor shall promptly inform the County of the appropriate CIS application fees in writing.
5. Contractor services will include assisting the County in obtaining delayed green cards after a case has been granted.
6. In the event that, in the course of a case, the juvenile has left his/her placement with his/her whereabouts unknown to the County (*i.e.*, the juvenile runs away or is otherwise "AWOL"), the Contractor agrees that the County shall only be liable for fees associated with work completed prior to Contractor's receipt of the

County's written instructions to cease further work on the case. The parties acknowledge that Contractor may continue her representation of the juvenile but that any payment for further legal services must be specially negotiated between the Contractor and the juvenile with no expectation of any further County payments for the same.

B. Miscellaneous

1. Nothing in this Contract shall obligate the Contractor to accept any case for representation.
2. The parties agree that the above-referenced flat rate payment structure shall apply to all cases referred to Contractor on or after February 1, 2006. Any cases referred to Contractor prior to February 1, 2006 shall continue to be billed pursuant to the parties' Third Amendment to Agreement between the County of San Mateo and Tammy Dawson, Esq. dated June 27, 2006.

## Exhibit B

### **I. Amount and Method of Payment -- Flat Rate Payment Structure**

In consideration of the services rendered by Contractor in accordance with the terms of this Agreement and all exhibits thereto, the County shall pay the Contractor pursuant to the following flat rate payment structure and shall fulfill the obligations set forth below. The following flat rates include the Contractor's cost of work as well as an administrative fee (which fee shall fully compensate Contractor for any and all business or other expenses including, but not limited to, copying, mailing (all mail to CIS and mailing of applications to CIS, which will be sent via certified mail), telephone calls, faxes, parking, and transportation expenses (including mileage), but shall not include any filing or application fees that may, by mutual agreement of the parties, be advanced by Contractor under limited circumstances.

#### **A. SIJS/AOS before CIS**

1. Flat Rate for "Standard" SIJS/AOS applications before the CIS: \$2,400
2. Flat Rate for "Standard" sibling SIJS/AOS applications before the CIS: \$2,200
3. Flat Rate for "Non-Standard" SIJS/AOS applications before the CIS: \$3,400  
(“Non-Standard” cases are those where the child in question has some issue in his or her case which requires extra preparation by Attorney to present a strong case, such as when a child has been arrested or has had juvenile charges sustained, when there are fraud issues, etc. A waiver need not be filed with CIS to be a Non-Standard case. The procedure for designating a case as “Standard” or “Non-Standard” is set forth below.)

#### **B. SIJS/AOS before EOIR**

1. Flat Rate for SIJS/AOS applications where the child is in a removal proceeding before an immigration law judge: \$5,200
2. Flat Rate for filing motions to reopen an EOIR proceeding: \$1,000

#### **C. Consultations**

1. Flat Rate for consultations where cases are not accepted: \$100
2. Flat Rate for appeals filed on all denial of SIJS/AOS applications: \$3,000

D. Payment and Billing Procedures

Services will be billed as follows:

1. One-half of the flat rate payment is payable upon the filing of an application in a case and the invoicing of the same as set forth below. This “initial payment” reflects the fact that, as of the time of the filing of an application, the attorney has performed “substantial work” on the case. “Substantial Work” refers to work performed by the Attorney in excess of the initial review of the case, such as preparing forms or meeting with clients. In the event that the attorney has performed Substantial Work but an application is not filed as a result of the County’s decision to stop the same, or because the Client runs away or is otherwise “AWOL,” the County agrees that it shall still pay the aforementioned Initial Payment following its communication to the Attorney that all work should cease on a case and the Attorney’s invoicing of the same as set forth below.
2. In cases where a Notice to Appear has been issued and the Client is in proceedings before the Immigration Court only, one-quarter of the flat rate payment is payable upon attendance of the hearing regarding the SIJS petition. These fees accumulate once the Attorney has performed “substantial work” after submission of the application. “Substantial work” includes preparing for a client meeting, attending a client meeting, or preparing written work to be submitted in the case. In the event that the Attorney has performed substantial work, but the Client does not attend the hearing, the County agrees that it shall still pay the aforementioned Second Payment following its communication to the Attorney that all work should cease on a case and the Attorney’s invoicing of the same as set forth below.
3. The balance of the flat rate payment (the “Balance Payment”) is due upon the earlier of (a) a final decision on the application in the case, or (b) communication from the County to the Attorney to cease all work on the case (after the filing of an application), followed by the Attorney’s invoicing of the same, as set forth below. These fees accumulate once the Attorney has performed “substantial work” after submission of the application. “Substantial work” includes preparing for a client meeting, attending a client meeting, or preparing written work to be submitted in the case. In the event that the Attorney has performed substantial work, but the Client does not attend the hearing, the County agrees that it shall still pay the aforementioned Balance Payment following its communication to the Attorney that all work should cease on a case and the Attorney’s invoicing of the same as set forth below.

E. County Obligations

1. The County will provide Attorney with a packet of materials in order to initiate the case, under procedures already in place. This includes, but is not limited to, providing Attorney with a copy of the medical examination before it is sealed, as well as all arrest records and records where juvenile charges are sustained.

2. The County will cover the cost of CIS application fees separately. Attorney will not advance CIS application fees; provided, that in limited circumstances to expedite a case, the parties may agree that Attorney may advance CIS application fees and, the parties hereby confirm that such application fees shall not count toward the flat rate payments outlined in Paragraphs A-C above, nor shall these fees be reimbursed out of funds authorized under this contract.
3. The County will arrange appointments with clients for Attorney. The County will endeavor to arrange multiple appointments at the same time, if requested by Attorney. The County will arrange for appointments with clients in their Daly City or South San Francisco offices, unless Attorney consents to another location.
4. The County will allow Attorney to work directly with the social worker assigned to the child when responding to requests for evidence, or when otherwise appropriate. Attorney acknowledges and agrees, however, that the County's social workers are not authorized to bind the County, or to make representations on the County's behalf with respect to billing and payment-related issues.
5. The County will respond promptly to requests by Attorney for information or documentation, and keep Attorney informed of changes that could affect Clients' eligibility, such as changes in dependency, delinquency or probation status, or changes in marital status.
6. The County shall postmark payments for services no later than sixty (60) days from the date of the Attorney's invoice. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate of one percent (1%) per month.
7. The County shall notify Attorney in writing as soon as an invoice is paid which renders less than \$4,000 available in the Contract. Upon receipt of notification, Attorney will provide the County with a projection of costs to complete existing cases. At that time, no new representation will be accepted without an amendment to the Contract unless the Attorney determines funds are available to complete the case without an amendment.
8. In the event Attorney terminates representation, by reason of non-cooperation by the County, upon the end of the Contract, or for any other reason authorized under the Contract, the County agrees to provide legal representation for the individual clients or to promptly retain another attorney as Attorney of Record as soon as Attorney has provided information to County Counsel regarding such cases.

**ATTACHMENT I**

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "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 regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The 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 the 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).

The 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.

Tammy M. Dawson  
Name of 504 Person - Type or Print

Tammy M. Dawson, Attorney at Law  
Name of Contractor(s) - Type or Print

2350 43rd Ave.  
Street Address or P.O. Box

San Francisco CA 94116  
City, State, Zip Code

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

T. M. A.  
Signature

Attorney  
Title of Authorized Official

9.12.06  
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."