

**AMENDMENT ONE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LEGAL AID SOCIETY**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LEGAL AID SOCIETY, 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, the parties entered into Agreement 68151 for the provision of a Clients' Rights Advocate Program, a Family Caregiver Support Program for Legal Assistance, a Kids in Crisis Program, and a Senior Legal Assistance Program on July 18, 2006;

WHEREAS, the parties wish to amend the Agreement increasing funding for the Family Caregiver Support Program for Legal Assistance and the Senior Legal Assistance Program by \$12,476 for a total of \$187,625; and

WHEREAS, the parties wish to further amend the Agreement to add Section 23. Grievance Procedures:

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

1. Section 3 of the Original Agreement is amended to read as follows:

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A (revised), County shall make payment to Contractor based on the rates and in the manner specified in Schedule B (revised). 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 EIGHTY-SEVEN THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$187,625).

2. Section 23 is added to the Original Agreement as follows:

23. Grievance Procedures

Consumers of services funded through Aging and Adult Services (AAS) shall

have the opportunity to file a written complaint against an AAS-funded program or an employee or volunteer of that program. All service providers must have a written grievance/complaint process for reviewing and attempting to resolve consumer complaints. Should the complaint not result in resolution at the provider level, the consumer or his/her representative may bring the complaint to AAS. The levels of resolution are as follows:

- First Level: The service provider (AAS subcontractor)
- Second Level: The Health Services Manager over the Commissions and Provider Services Unit
- Third Level: The AAS Director
- Final Level: The Health Department Director

A copy of the policy and procedures for handling complaints is available through Aging and Adult Services at 650-573-2700.

3. Schedule A and Schedule B of the Original Agreement are deleted and replaced and incorporated herein as Schedule A (revised) and Schedule B (revised) as attached.
4. **All other terms and conditions of the agreement dated July 18, 2006, between the County and Contractor shall remain in full force and effect.**

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

COUNTY OF SAN MATEO


By: _____
Rose Jacobs Gibson, President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

LEGAL AID SOCIETY



Contractor's Signature

Date: 2/22/07

SCHEDULE A – AMENDMENT ONE

LEGAL AID SOCIETY

FY 2006-2007 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Clients' Rights Advocate Program, the Family Caregiver Support Program for Legal Assistance, a Kids in Crisis Program, and a Senior Legal Assistance Program. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2006 through June 30, 2007. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations and the standards and requirements established by Aging and Adult Services of San Mateo County. A monitoring will be conducted annually and onsite, in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

I. CLIENTS' RIGHTS ADVOCATE PROGRAM

A. Units of Service

Contractor agrees to provide 300 unduplicated adults with disabilities, ages 18-60, a minimum of 900 units of clients' rights advocacy services and 30 units of community education.

B. Unit Definitions

Legal Assistance: To provide legal information, advice, counseling, administrative representation, and judicial representation to persons with disabilities or to a group by a member of the California State Bar or by a non-attorney under the supervision and control of a member of the State Bar.

Unit of Service: One hour

Workshops and Group Trainings (Community Education): To educate groups of adults with disabilities, their families, friends, and community organizations/facility staff of the rights, benefits, and entitlement for adults with disabilities.

Unit of Service: One hour

C. Program Requirements

Contractor agrees to:

1. Provide a staff attorney who will devote one-half time to providing legal representation, assistance, and advocacy to persons with disabilities, and

2. Provide clients' rights advocacy services by the staff attorney; services to include, but not be limited to:
 - a. Resource, referral, and phone advocacy services;
 - b. Direct legal representation, intervention, and advocacy services; and
 - c. Workshops and group trainings (community education).

II. FAMILY CAREGIVER SUPPORT PROGRAM (SUPPLEMENTAL SERVICES)

A. Units of Service

Contractor agrees to provide at least 60 unduplicated clients (informal family caregivers) a minimum of 372 units of legal assistance.

B. Unit Definitions

Legal Assistance (Supplemental Services): To provide legal information, advice, counseling, administrative representation, and judicial representation to an older adult or to a group by a member of the California State Bar or by a non-attorney under the supervision and control of a member of the California State Bar.

Unit of Service: One hour

Translation Services: To provide "A Guide : How to Complain About Your Medical or Dental Care" into three languages.

C. Program Requirements

Contractor agrees to:

1. Provide this service in accordance with the guidelines set forth in the Aging and Adult Services Request for Proposals, the Title III E Older Americans Act guidelines, and any other applicable rules and regulations as adopted by San Mateo County Aging and Adult Services;
2. **Program Requirements** means requirements found in the Older Americans Act (OAA), Title III, Part E, Sections 371 through 374;
3. **Eligible Service Population** for Title III E means:
 - a. A Family Caregiver

- b. A Grandparent or Older Individual Who is a Relative Caregiver;
4. **A Family Caregiver** is defined in Title III, Part E, Sections 372(2) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual. "Family caregiver" is used interchangeably with "informal caregiver". "Informal" means that the care is not provided as part of a public or private formal service program;

A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver;

5. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood or marriage, who is 60 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA.
- a. Lives with a child;
 - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 - c. Has legal relationship with child, as such legal custody or guardianship, or is raising the child informally;
6. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older [Title III, Part E, Section 373(2); Part A, Section 102(35)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 7 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, continence, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment;
7. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(1) of the OAA as an individual who is not more than 18 years of age; and
8. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part

E, Section 373(b) as support services that include (1) information to caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III, Part E, Section 373(e)(1), the Department has established for the five support service categories additional service standards that must be met documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

The following apply to the Respite service category above:

- a. "Respite" can be in the form of respite provided in the home (and may include the provision of personal, homemaker, and chore services to the care receiver), respite provided by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and respite provided by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).
- b. "Temporarily" means a brief period of relief or rest from a caregivers responsibilities during a limited time period.
- c. Title III E funds cannot be used to support the following activities:
 - (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
 - (2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly; and
 - (3) To supplement the service unit cost of "a participant day" at an adult day care program.

III. KIDS IN CRISIS PROGRAM

A. Units of Service

Contractor agrees to provide 120 unduplicated clients (children with disabilities and their families) a minimum of 900 units of clients' rights advocacy services, and 30 units of community education.

B. Unit Definitions

Legal Assistance: To provide legal information, advice, counseling, administrative representation, and judicial representation to children with disabilities and their families or to a group by a member of the California State Bar or by a non-attorney under the supervision and control of a member of the State Bar.

Unit of Service: One hour

Workshops and Group Trainings (Community Education): To educate groups of children with disabilities, their families, friends, and community organizations/facility staff of the rights, benefits, and entitlement for children with disabilities.

Unit of Service: One hour

C. Program Requirements

Contractor agrees to:

1. Provide a staff attorney who will provide legal representation, assistance, and advocacy to children with disabilities and their families.
2. Provide kids in crisis program services by the staff attorney; services to include, but not be limited to:
 - a. Resource, referral, and phone advocacy services;
 - b. Direct legal representation, intervention, and advocacy services; and
 - c. Workshops and group trainings (community education).

IV. **SENIOR LEGAL ASSISTANCE PROGRAM**

A. Units of Service

Contractor agrees to provide at least 720 unduplicated senior clients with a minimum of 6,750 units of legal assistance.

B. Unit Definitions

Legal Assistance: To provide legal information, advice, counseling, administrative representation, and judicial representation to an older adult or to a group of older adults by a member of the California State Bar or by a non-attorney under the supervision and control of a member of the State Bar.

Unit of Service: One hour

Legal Assistance (One-Time-Only Special Project): To provide outreach to immigrant seniors and hard to reach clients regarding specific legal needs and development of outreach presentation and materials.

C. Program Requirements

Contractor agrees to provide legal assistance in accordance with the Area Agency on Aging program standards and California Department of Aging regulations.

D. Assurances Specific to Legal Assistance Providers

Contractor shall assure that the following conditions are met:

1. The contract between the Contractor or its subcontractor, a Long-Term Care Ombudsman Program, and a Legal Services Assistance Provider shall contain a provision for support of the Ombudsman Program staff and volunteers by the Legal Services Assistance Provider. The Contractor further assures that the subcontract shall require the Legal Services Assistance Provider enter into a Memorandum of Understanding with the Ombudsman Program wherein the Legal Assistance Provider shall provide advice to Ombudsman Program staff and volunteers.

SCHEDULE B – AMENDMENT ONE

LEGAL AID SOCIETY

FY 2006-2007 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) and/or Community-Based Services (CBSP) program(s): a Clients' Rights Advocate Program, the Family Caregiver Support Program for Legal Assistance, a Kids in Crisis Program, and a Senior Legal Assistance Program. Services described in this Schedule B reflect program funding and payment methods during fiscal year July 1, 2006 through June 30, 2007. These programs shall operate in accordance with the California Department of Aging and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services of San Mateo County.

I. CLIENTS' RIGHTS ADVOCATE PROGRAM

Aging and Adult Services will pay the contractor in consideration of Clients' Rights Advocate Program services rendered through County General funds, the rate of one-twelfth of the total reimbursement for this program per month, as long as this amount does not exceed the total cost of Clients' Rights Advocate Program services rendered.

The maximum reimbursement for the Clients' Rights Advocate Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed TWENTY-TWO THOUSAND DOLLARS (\$22,000).

II. FAMILY CAREGIVER SUPPORT PROGRAM (LEGAL ASSISTANCE)

Aging and Adult Services (AAS) will pay the contractor in consideration of Family Caregiver Support Program services rendered through OAA funds, the rate of one-twelfth of the total reimbursement for this program per month, as long as this amount does not exceed the total cost of Family Caregiver Support Program services rendered.

AAS will pay the contractor a total of \$6,476 for translation of "A Guide: How to Complain About Your Medical or Dental Care" into three languages.

The maximum reimbursement for the Family Caregiver Support Program for Legal Assistance during the contract term July 1, 2006 through June 30, 2007 shall not exceed TWENTY-SIX THOUSAND FOUR HUNDRED SEVENTY-SIX DOLLARS (\$26,476).

III. KIDS IN CRISIS PROGRAM

Aging and Adult Services will pay the contractor in consideration of Kids in Crisis

Program services rendered through County General funds, the rate of one-twelfth of the total reimbursement for this program per month, as long as this amount does not exceed the total cost of Kids in Crisis Program services rendered.

The maximum reimbursement for the Kids in Crisis Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed THIRTY-THREE THOUSAND DOLLARS (\$33,000).

IV. SENIOR LEGAL ASSISTANCE PROGRAM

Aging and Adult Services will pay the contractor in consideration of Senior Legal Assistance Program services rendered through OAA funds, the rate of one-twelfth of the total reimbursement for this program per month, as long as this amount does not exceed the total cost of Senior Legal Assistance Program services rendered.

The maximum reimbursement for the Senior Legal Assistance Program during the contract term July 1, 2006 through June 30, 2007 shall not exceed NINETY-FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$94,450).

Contractor agrees to the following:

- A. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- B. A mid-year review, scheduled for January, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- C. Submit client intake forms as appropriate, monthly program reports and invoices by the tenth (10th) of each month. (Invoices submitted more than two months past the month of service may not be reimbursed. Statistical reports submitted more than one month past the month of service may result in withholding of payments until reports are brought current.);
- D. Offer services throughout the twelve-month contract period, unless prior written approval is received from Aging and Adult Services;
- E. Submit a closing report by July 31, 2007;
- F. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated; and

- G. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

The maximum reimbursement for contracted services between San Mateo County Aging and Adult Services and Legal Aid Society is \$120,926 in OAA funds and \$66,699 in County General Funds for general program support for a total amount of ONE HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$187,625) for the contract term July 1, 2006 through June 30, 2007.