

**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, by Resolution 068920 the parties entered into an Agreement for Clients' Rights Advocate Program, the Family Caregiver Support Program for Legal Assistance, Kids in Crisis Program, and Senior Legal Assistance Program services on August 14, 2007; and

WHEREAS, the parties wish to amend the Agreement to increase funding for the Family Caregiver Support Program for Legal Assistance and Senior Legal Assistance Program by \$13,350 for a total of \$193,754:

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B Amendment One. 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 NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS (\$193,754).

2. Schedule A and Schedule B of the Agreement are deleted and replaced and incorporated here in as Schedule A Amendment One and Schedule B Amendment One as attached.
3. **All other terms and conditions of the Agreement dated August 14, 2007, 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: \_\_\_\_\_  
Adrienne Tissier, President,  
Board of Supervisors, San Mateo County

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

ATTEST:

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

LEGAL AID SOCIETY

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

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

## SCHEDULE A – AMENDMENT ONE

### LEGAL AID SOCIETY

#### FY 2007-2008 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, 2007 through June 30, 2008. 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

**Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.

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.

Contractor also agrees to hire a legal consultant to train at least 20 pro-bono attorneys with two-hours of conservatorship training to provide at least 20 clients with legal representation in conservatorship cases.

### 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**

### C. Program Requirements

Contractor agrees to:

1. **Program Requirements** means requirements found in the Older Americans Act (OAA), Title III, Part E, Sections 371 through 374;
2. **Eligible Service Population** for Title III E means:
  - a. A Family Caregiver
  - b. A Grandparent or Older Individual Who is a Relative Caregiver;
3. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) 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 or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. "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.

The broader term "Caregiver" as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

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, marriage, or adoption, who is 55 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 (but is not the older adult parent of the child or individual of any age with a disability);
  - 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, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part, A Section 302(3); Title I, Section 102(22)]. 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(a)(1) of the OAA as an individual who is not more than 18 years of age or is an individual (of any age) with a disability.
8. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in 3 or more of the following areas of major life activity:
  - a. Self-care,
  - b. Receptive and expressive language,
  - c. Learning,
  - d. Mobility,
  - e. Self-direction,
  - f. Capacity for Independent Living,
  - g. Economic self-sufficiency,
  - h. Cognitive functioning, and
  - i. Emotional adjustment
9. **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, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and 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. These standards are documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

The following apply to the Respite service category above:

- a. "Respite Care" is the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) 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, and could be provided on the following basis:
  - (1) Intermittent—Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;
  - (2) Occasional—Time off for the caregiver to attend a special event;
  - (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.
- 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.

d. Title III E funds cannot be used to support the following activities:

- (1) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
  - (a) Providing ongoing assistance to a care receiver living alone;
  - (b) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
  - (c) One-time, end-of-the-year assistance without an identified individual caregiver need

### 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**

##### 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 2007-2008 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, 2007 through June 30, 2008. 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, 2007 through June 30, 2008 shall not exceed TWENTY-TWO THOUSAND DOLLARS (\$22,000).

#### **II. FAMILY CAREGIVER SUPPORT PROGRAM (LEGAL ASSISTANCE)**

Aging and Adult Services 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.

The maximum reimbursement for the Family Caregiver Support Program for Legal Assistance during the contract term July 1, 2007 through June 30, 2008 shall not exceed TWENTY-NINE THOUSAND FOUR HUNDRED TWELVE DOLLARS (\$29,412).

#### **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, 2007 through June 30, 2008 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.

AAS will pay the contractor a total of \$2,079 for supplies and equipment for the Senior Legal Assistance Program.

AAS will pay contractor \$1,859 for development and purchase of written materials for a financial elder abuse prevention campaign to be distributed by Meals on Wheels providers to their participants.

The maximum reimbursement for the Senior Legal Assistance Program during the contract term July 1, 2007 through June 30, 2008 shall not exceed NINETY-TWO THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$92,388).

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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 (10<sup>th</sup>) 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, 2008;
- 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 \$176,800 in OAA funds and \$16,954 in County General Funds for general program support for a total amount of ONE HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS (\$193,754) for the contract term July 1, 2007 through June 30, 2008.