

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

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and the LEGAL AID SOCIETY OF SAN MATEO COUNTY 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 an agreement for the purpose of providing
Legal Assistance, Family Caregiver Support, Clients' Rights Advocacy, and Kids in
Crisis program services on August 7, 2014.

WHEREAS, the parties wish to amend the agreement to increase funding by
\$116,082 to \$153,964.

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

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

Exhibits and Attachments

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

Exhibit A—FY 2014-15 Description of Services - Amendment One
Exhibit B—FY 2014-15 Fiscal Summary - Amendment One

2. Section 2 of the agreement is amended to read as follows:

Services to be Performed by Contractor

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

3. Section 3, paragraph 1, of the agreement is amended to read as follows:

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A – Amendment One, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit 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 FIFTY-THREE THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS (\$153,964).

4. Schedule A of the original agreement is deleted and replaced and incorporated herein as Schedule A – Amendment One as attached.
5. Schedule B of the original agreement is deleted and replaced and incorporated herein as Schedule B – Amendment One as attached.
6. **All other terms and conditions of the agreement dated August 7, 2014, 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.

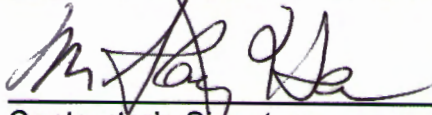
By: _____
President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors
San Mateo County

LEGAL AID SOCIETY OF SAN MATEO COUNTY



Contractor's Signature

Date: 9/24/14

EXHIBIT A – AMENDMENT ONE

LEGAL AID SOCIETY OF SAN MATEO

FY 2014-15 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) programs: a Family Caregiver Support Program and a Legal Assistance Program. Contractor shall also provide the following County sponsored programs: a Clients' Rights Advocate Program and a Kids in Crisis Program. Services described in this Exhibit A – Amendment One reflect program performance requirements (units of service) during fiscal year July 1, 2014 through June 30, 2015; Funding Period A, July 1, 2014 through September 30, 2014 and Funding Period B, October 1, 2014 through June 30, 2015. These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. A monitoring of nutrition programs will be conducted annually and onsite in accordance with the Area Agency on Aging (AAA) Contract Monitoring Procedures Manual. All other OAA programs will be monitored at least every other year. Program monitoring may occur more frequently if determined by AAS as beneficial to the integrity of program requirement compliance. Contractor agrees to provide requested programmatic and administrative documentation and the availability of key staff as part of the contract monitoring process.

Program Performance Measurement:

Contractor shall agree to distribute any County needs assessment or feedback surveys provided by the County. Surveys are to be returned to the County for data collection and analysis.

I. CLIENTS' RIGHTS ADVOCATE PROGRAM

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 225 units of clients' rights advocate services and 7 units of community education.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 675 units of clients' rights advocate services and 23 units of community education.

B. Unit Definitions

Legal Assistance means legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.

Unit of Service: One hour

C. Program Requirements

Program Requirements means Title III program requirements found in the (OAA 42 USC Section 3001-3058), Code of Federal Regulations (CFR)(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 (FCSP) CARING FOR THE ELDERLY**

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 74 contacts of FCSP Category 4: Access Assistance.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 261 contacts of FCSP Category 4: Access Assistance.

B. Unit Definitions

Category 4: Access Assistance – Caring for the Elderly
Unit of Service: One contact (a non-registered service)

Caregiver Outreach means an *FCSP Access Assistance* service involving interventions (one-on-one contacts with individuals) initiated by an agency or provider for the purpose of identifying caregivers and encouraging their use of existing caregiver support services (e.g., Caregiver InfoVan staff contacts outside of local market).

Caregiver Information and Assistance means an *FCSP Access Assistance* service that:

- a. Provides caregivers with information on services available within the communities, including caregiver information related to assistive technology and caring for older individuals at risk for institutional placement;
- b. Links caregivers to the services and opportunities that are available within the communities; and
- c. To the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).

Caregiver Interpretation/Translation means an *FCSP Access Assistance* service for the provision of bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities (e.g., staff interpreting dialogue between caregiver and care consultant staff translating an elder's prescription drug label for his caregiver).

Caregiver Legal Resources means an *FCSP Access Assistance* service involving one-to-one guidance provided by an attorney (or person under the supervision of an attorney) in the use of legal resources and services when assisting a caregiver with caregiver-related legal issues.

C. Program Requirements

Contractor agrees to:

1. **Program Requirements** means requirements found in the OAA, Title III, Part E, Sections 371 through 374; OAA 42 USC Section 3001-3058, Code of Federal Regulations (CFR) (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.
2. **Eligible Service Population** for Title III E means an adult family member, or other 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 [OAA 032(3)].
3. **Priority Services for Title III E** means services provided to caregivers who care for older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers, who care for children with severe disabilities. [OAA 372(b)(1)-(2)]
4. 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.

Older parents providing care to their adult child with disabilities can be served in FCSP if the adult child is 60 years of age or older.

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. **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(40)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 8 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 (22), which requires that the Care Receiver is unable to perform at least two activities of daily living [i.e., human assistance is needed for eating, toileting, walking, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.
6. **A Grandparent or Older Individual Who is a Relative Caregiver** [OAA 372(a)(2)] means 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:
 - a. Lives with the 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, such as legal custody or guardianship, or is raising the child informally.

7. **A Child** means an individual who is not more than 18 years of age or is an individual with a severe disability.
8. **Individual with Severe Disabilities** means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more of major life activities:
 - a. Self-care
 - b. Receptive and language
 - c. Learning
 - d. Mobility
 - e. Self-direction
 - f. Capacity Independent Living
 - g. Economic self-sufficiency
 - h. Cognitive functioning
 - i. Emotional adjustment
9. **Title III E (FCSP)** 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 CDA 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 CDA publishes periodically, as necessary.

The following apply to the respite care (2) or supplemental services (3) categories:

- 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 caregiver’s 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; and
- (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);
- (3) To supplement the service unit cost of “a participant day” at an adult day care program;
- (4) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
- (5) Providing ongoing assistance to a care receiver living alone;
- (6) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
- (7) One-time, end-of-the-year assistance without an identified individual caregiver need

- 10. In providing FCSP services to a family caregiver, or a grandparent or older individual who is a relative caregiver, priority shall be given for services under OAA, Sections 372(b) and 373(c)(2) to:

- a. Family Caregivers of older individuals 60 years of age or older [as defined in OAA, Section 102(a)(40)] with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction;
- b. Grandparents or other older relatives 55 years of age or older caring for children with severe disabilities; and
- c. Family Caregivers and Grandparents or relative caregivers 60 years of age or older [as defined in OAA, Section 102(40)] with

greatest social need, with greatest economic need, and with particular attention to low- income individuals.

11. Contractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with Title III, Part E, Section 373(d) of the OAA.
12. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.
13. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in Title III, Part E, Section 373(b) of the OAA; and distinguished between "caregiver" and "grandparent" support services, as required for National Aging Programs Information Systems (NAPIS).
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental Services Regional Centers, Department of Mental Health Caregiver Resource Centers and other Title III funded providers.
15. Contractor agrees to:

Comply with the data standards of CDA that will be reported through the California Aging Reporting System (CARS)

Registered Services means data collection and reporting requirement including unduplicated client counts by characteristic, units of service, including in some cases ADLs/IADLs (see Service Categories and Data Dictionary document). Registered Services are client specific data using participant identification numbers for each client.

Non-Registered Services are services where it is not practical to collect client specific information or where requiring the client to register may serve as a barrier to receiving a service (see Service Categories and Data Dictionary document).

Contractors will be required to collect and document specific caregiver

and care receiver data elements required for AAS.

CARS is the web-based system that is capable of providing the State with client-level data of services provided. The system allows the State to compare service utilization patterns. Providers of the FCSP will not be required to submit data directly into the CARS system. AAS will submit data from the AAS Q system to the State via CARS. Providers will be required to collect and document the specific client—level data elements required for AAS. Attachment F is the current data element requirements from the State. Data elements that are identified as required for FCSP in the column titled “Required/Optional for Reporting” will be required for FCSP.

16. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
 - a. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
 - b. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
 - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
 - d. Each service provider will:
 - (1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - (2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - (3) Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution;
 - (4) Establish appropriate procedures to safeguard and account for all contributions;
 - (5) Donation letters may not resemble a bill or a statement [OAA §315(b)];
 - (6) Individual client’s donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)];
17. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
18. Proof of age or citizenship shall not be required as a condition of receiving services; and
19. An individual’s receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.

III. KIDS IN CRISIS PROGRAM

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 225 units of legal services for children with disabilities and their families and 7 units of community education.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 675 units of legal services for children with disabilities and their families and 23 units of community education.

B. Unit Definitions

Legal Assistance means legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.

Unit of Service: One hour

C. Program Requirements

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. LEGAL ASSISTANCE PROGRAM

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 890 hours of legal assistance.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 2,671 hours of legal assistance.

B. Unit Definitions

Legal Assistance means legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.

Unit of Service: One hour (reported in increments of 15 minutes) (a registered service)

C. Program Requirements

Program Requirements means Title III program requirements found in the OAA 42, USC Section 3001-3058; 45 CFR XIII, 1321; Title 22, CCR, Section 7000 et seq.; and CDA Program Memoranda.

Title IIIB (Supportive Services) means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA 321(a)]

Eligible Service Population for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

Priority Services means those services associated with access to services (transportation, outreach, information and assistance, and case management); in- home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

D. Assurances Specific to Legal Services Providers (LSPs) in accordance with OAA 731.

Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance;
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate;
3. Where both legal and ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to

4. protect the integrity, resources, and confidentiality of both programs;
5. LSPs may assist the State in providing legal representation to the ombudsman program when an ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the ombudsman;
6. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program;
7. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, LTC ombudsman, Health Insurance Counseling and Advocacy Program, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points;
8. LSPs are to coordinate legal assistance activities with the statewide Hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis; and
9. LSPs are to use the Uniform Reporting System revised by the CDA in July 2013 to collect data on legal services provided.

E. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)].

1. Means tests shall not be used by any contractor for any Title III or Title VII Services;
2. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
4. Each service provider will:
 - a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
 - d. Establish appropriate procedures to safeguard and account for all contributions;
 - e. Donation letters may not resemble a bill or a statement [OAA §315(b)];
 - f. Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)];

F. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;

- G. Proof of age or citizenship shall not be required as a condition of receiving services; and
- H. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.

EXHIBIT B – AMENDMENT ONE
LEGAL AID SOCIETY OF SAN MATEO
FY 2014-15 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) programs: a Family Caregiver Support Program and a Legal Assistance Program. Contractor shall also provide the following County sponsored programs: a Clients' Rights Advocate Program and a Kids in Crisis Program. Services described in this Exhibit B – Amendment One reflect program funding and payment method during fiscal year July 1, 2014 through June 30, 2015; Funding Period A, July 1, 2014 through September 30, 2014 and Funding Period B, October 1, 2014 through June 30, 2015. These programs shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a "Comprehensive Basic Daily Rate" of reimbursement is being applied.

I. CLIENTS' RIGHTS ADVOCATE PROGRAM

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Clients' Rights Advocate Program services rendered \$5,500 in County General Funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Clients' Rights Advocate Program services rendered \$16,500 in County General Funds.

The maximum reimbursement for the Clients' Rights Advocate Program in County General Funds during the contract term July 1, 2014 through June 30, 2015, shall not exceed TWENTY-TWO THOUSAND DOLLARS (\$22,000).

II. FAMILY CAREGIVER SUPPORT PROGRAM (FCSP) CARING FOR THE ELDERLY

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of FCSP Category 4: Access Assistance services rendered \$3,920 in OAA funding.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of FCSP Category 4: Access Assistance services rendered \$13,930 in OAA funding.

The maximum reimbursement for the FCSP in Title IIIE OAA funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed SEVENTEEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$17,850).

III. KIDS IN CRISIS PROGRAM

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Kids in Crisis Program services rendered \$8,250 in County General funding.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Kids in Crisis Program services rendered \$24,750 in County General funding.

The maximum reimbursement for the Kids in Crisis Program in County General Funds during the contract term July 1, 2014 through June 30, 2015, shall not exceed THIRTY-THREE THOUSAND DOLLARS (\$33,000).

IV. LEGAL ASSISTANCE PROGRAM

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Legal Assistance Program services rendered \$16,027 in OAA funding.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Legal Assistance Program services rendered \$48,080 in OAA funding.

The maximum reimbursement for the Legal Assistance Program in Title IIIB OAA funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed SIXTY-FOUR THOUSAND ONE HUNDRED SEVEN DOLLARS (\$64,107).

V. COUNTY GENERAL FUNDS FOR GENERAL PROGRAM SUPPORT

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of general program support \$4,185 in County General Funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of general program support \$12,822 in County General Funds.

The maximum reimbursement for general program support in County General Funds during the contract term July 1, 2014 through June 30, 2015, shall not exceed SEVENTEEN THOUSAND SEVEN DOLLARS (\$17,007).

Contractor agrees to the following:

- A. Contractor shall expend all funds received hereunder in accordance with this Agreement;

Funding Period A funds unspent by September 30, 2014 will be available throughout the remaining fiscal year. Funding Period B funds will only be available starting October 1, 2014 through June 30, 2015.

- B. 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;
- C. The final date to submit a budget revision is April 15 of the contract period unless otherwise specified by the County;
- D. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). All Contractors agree to work toward meeting the service unit targets each month throughout the entire year;

- E. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
- Mileage -
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
 - Per Diem (meals and incidentals) -
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
 - Lodging -
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- F. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- G. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget [2 CFR, Part 200], Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- H. Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
 - Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- I. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- J. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
 - Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars.
- 1. The required minimum program matching contributions for Title III B, III C, and III D is 10.53 percent;

Legal Aid Society of San Mateo – Schedule B – Amendment One

2. The required minimum program matching contributions for Title III E is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
 5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E;
- K. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- L. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- M. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
 5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
 6. Must be used to expand baseline services; and
 7. May not be used to meet the matching requirement of this Agreement;
- N. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;
- The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and
- Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;
- O. A mid-year review, scheduled for January 2015, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- P. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2015 will be due by July 7, 2015, to facilitate timely payment;
- Q. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- R. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period; and

- S. Submit a single closing report of expenses with supporting documentation for each program by **July 23, 2015 for Funding Periods A and B.**

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and the Legal Aid Society of San Mateo County is \$81,957 in Title III E OAA funds, \$55,000 in County General Funds for Programs, and \$17,007 in County General Funds for General Program Support for a total amount of ONE HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS (\$153,964) for the term July 1, 2014 through June 30, 2015.