

**Legal Aid of Sonoma County**  
**Amendment Number 2**  
to the Agreement to Provide  
**ELDER LAW CLINIC LEGAL AID**

Funding Amount: **\$263,333**

Term: 01/01/2024 to 6/30/2025

Agreement Number: AA-LASC-ECLSS-2424

Funding Source: Realignment and Sonoma County General Funds

This Amendment Number 2 ("Amendment") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Legal Aid of Sonoma County, a California non-profit Corporation (hereinafter "Contractor").

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement. The parties mutually desire to amend said Agreement to make the following changes:

1. Revise Article 2, Payment, to increase the Agreement amount by Two Hundred Thousand Dollars (\$200,000) for a new total of Two Hundred Sixty-Three Thousand, Three Hundred Thirty-Three Dollars (\$263,333);
2. Revise Article 3, Term of Agreement, to extend the term;
3. Replace Exhibit A: Scope of Work; and
4. Replace Provision 5. Budget in Exhibit B: Fiscal Provisions/Budget.

RECITALS

WHEREAS, County and Contractor entered into that certain Agreement, dated January 1, 2024, for crime victim assistance for elder and dependent adults; and

WHEREAS, County and Contractor desire to amend the Agreement to provide additional funding from the Sonoma County Board of Supervisors to support the work described in the Board of Supervisors Budget Request, submitted to and approved by the Board of Supervisors during the FY2023-24 Budget Hearings, and attached hereto as Exhibit A;

WHEREAS, County's Board of Supervisors has determined this use of funds complies with Government Code section 26227 which allows the Board of Supervisors to fund programs deemed by the Board to meet the social needs of the population of the county, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education and the needs of physically, mentally and financially handicapped persons and aged persons; and;

NOW, THEREFORE, the parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein and hereto agree as follows:

## SPECIFIC PROVISIONS

### 2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Two Hundred Sixty-Three Thousand, Three Hundred Thirty-Three Dollars (\$263,333), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

### 3. Term of Agreement.

The term of this Agreement shall be from 01/01/2024 to 06/30/2025 unless terminated earlier in accordance with the provisions of Article 4 below.

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### **Exhibit A: Scope of Work**

*Effective Date: 12/10/24*

#### 1. Program Overview:

Contractor's role in the Elder Victims of Crime Program consists of two full-time licensed Elder Law Attorneys and a full-time Elder Legal Caseworker that will provide comprehensive legal services to older adults aged 60 and over and dependent adults ages 18 to 59 years old who are victims of crime. The program will also be supported by a part-time Intake/Hotline Caseworker and a part-time Intake Program Manager. Contractor and the Council on Aging are partnering with the Sonoma County Human Services Department (HSD) on this program.

#### 2. Program Requirements:

The Contractor's staff will provide legal services to elder and dependent adult victims of crime. Contractor will receive referrals through Council on Aging's Elder Advocate, the Family Justice Center of Sonoma County (FJCS), Adult Protective Services (APS), Ombudsman and appropriate community-based organizations for services for older and dependent adult victims of crime. These services will be available in Spanish for monolingual Spanish speakers.

#### 3. Services to be Provided: Under this Agreement, Contractor is responsible for providing the following services:

- Providing individual civil legal assistance in obtaining restraining orders.
- Providing other emergency justice-related assistance, including assisting with housing-related legal issues where the client's safety or security in the home has been impacted by crime.
- Providing other legal advice and/or counsel.

- Providing administrative support services for the work of the Elder Law Attorney.
- Providing clients with referrals to other victim service programs and other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.).
- Identifying, to the extent feasible, a pool of private pro bono attorneys who will provide victim services in the event of a conflict of interest.
- In collaboration with the Elder Advocate from Council on Aging, ensuring the client receives necessary legal assistance by conducting home visits, when necessary, to isolated disabled and elderly individuals in rural and urban areas of Sonoma County.

4. Units of Service Requirements for Contracted Services:

The Licensed Elder Law Attorneys and Legal Caseworker collectively will assist clients with elder and dependent adult crime-related issues.

- Elder Law Team will collectively assist approximately 450 clients with elder and dependent adult legal issues, with priority given to
  - Elder abuse
  - Housing stability
  - Advanced care directives and simple estate planning
  - Income maintenance and consumer finance
  - Assistance with removing barriers in accessing health and long-term care

5. Service Provider Meeting Requirements:

- 5.1 Attend monthly meetings of the Sonoma County Elder and Dependent Adult Multi-Disciplinary Team (MDT).
- 5.2 Participate in regular contract monitoring meetings with representatives from the Human Services Department, Adult & Aging Services Division, as needed.
- 5.3 Provide on-going case consultation with the APS Housing and Stabilization Team Social Worker, Social Work Assistant, Supervisor, and/or Program Manager as appropriate.
- 5.4 Attend regular case conferences as well as ad-hoc meetings for APS Housing Stabilization Clients who need legal assistance or advocacy.

6. Service Provider Reporting Requirements:

- 6.1 Submit monthly fiscal reports that include the number of service hours provided by the Elder Law Attorneys and the Legal Caseworker.
- 6.2 Submit quarterly program reports, due on the 10<sup>th</sup> of each quarter, of client metrics that include the number of elder and dependent adults served.

Contractor may be required to submit additional reports and attain performance targets as required by the County.

**Exhibit B: Fiscal Provisions/Budget**

*Effective Date: 12/10/24*

5. Budget. As compensation for services as defined in Exhibit A of this Agreement, funding shall be allocated according to the following:

<b>EXPENSES</b>	<b>Total</b>
<b>Personnel:</b>	
Elder Law Attorneys	\$173,533.00
Elder Law Caseworker	\$35,200.00
Elder Intake/Hotline Caseworkers	\$30,600.00
Intake Program Manager	\$8,000.00
<b>Non-Personnel:</b>	
10% de minimus indirect charge	\$16,000.00
<b>Total Contract Amount Not to Exceed</b>	<b>\$263,333.00</b>

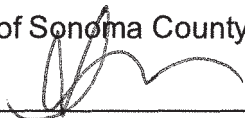
Except as expressly modified in this Amendment, the terms and conditions of Agreement Number AA-LASC-ECLSS-2424 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as of the date of the last signature.

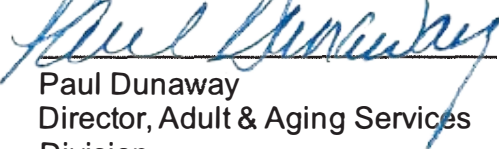
CONTRACTOR  
Legal Aid of Sonoma County

COUNTY OF SONOMA

By:   
Name: Sunny Noh  
Title: Interim Executive Director  
Date: 10/30/2024

By: \_\_\_\_\_  
Name: Angela Struckmann  
Title: Director, Human Services Department  
Date: \_\_\_\_\_

APPROVED AS TO SUBSTANCE FOR COUNTY

By:   
Name: Paul Dunaway  
Title: Director, Adult & Aging Services Division

EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY

By: Sharmalee Rajakumaran  
County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

INSURANCE REQUIREMENT CHANGES APPROVED, WAIVED, OR EXEMPTED BY RISK MANAGEMENT

By: Amanda Jayda