

Copy I.D.:

Grant Number

4000009514-05

PENNSYLVANIA DEPARTMENT OF PUBLIC WELFARE

PENNSYLVANIA LEGAL AID NETWORK, INC.

AMENDMENT

PURPOSE OF GRANT AMENDMENT:

To increase funds to pay for employment representation by PA Legal Aid Network, Inc., (PLAN), for an eighteen-month period retroactive to January 1, 2010 through June 30, 2010. The total funding for this Project will be \$ 648,750.00

AWARD TO:

Pennsylvania Legal Aid Network, Inc
118 Locust Street
Harrisburg, PA 17101-1414

Contact Person:

Samuel W. Milkes, Esq. – Smilkes@palegalaid.net
Executive Director
PA Legal Aid Network, Inc.
717-236-9486 – Ext. 208
800-322-7572 – Ext. 208

FEDERAL I.D. NUMBER: 23-1892464

SAP VENDOR NO: 121154

Amendment No #5: Pennsylvania Legal Aid Network (PLAN)
No. 4000009514-05

This Amendment to the above grant is made this day of , 2010, by and between the Commonwealth of Pennsylvania, Department of Public Welfare, hereinafter referred to as "Department" and the Pennsylvania Legal Aid Network (PLAN), hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the parties hereto have entered into a grant agreement, Department of Public Welfare and the Pennsylvania Legal Aid Network, Inc. (PLAN), No. 4000009514, and

WHEREAS, in said Grant, PLAN agrees to provide certain legal services to low income persons; and

WHEREAS, the Department is charged with assisting families receiving Temporary Assistance for Needy Families (TANF) into employment and self sufficiency, and

WHEREAS, TANF recipients who have criminal backgrounds are hindered in their ability to secure employment and leave public assistance and PLAN has the experience and ability to provide legal services to TANF recipients with criminal backgrounds to assist them to secure employment, and

WHEREAS, this amendment # 5 provides for the extension of the Employment Pilot Program included as part of grant amendment # 2, with no changes to services that were provided or to the agencies that provided the services as dictated in Amendment #3.

,

NOW, THEREFORE, the parties intending to be legally bound hereby mutually agree as follows:

1. The Pilot Program described in Section 1 of Amendment No. 3 and in Amendment 2 is amended as follows:
 - a. The Employment Pilot Program is extended from January 1, 2010 through June 30, 2011.
 - b. Subject to the availability of state and federal funding, the Department will pay the Grantee in accordance with the Grant Agreement, as amended, as soon as practical after the Grant Agreement has received final approval from all necessary parties. The total amount for the Employment Pilot Program for the period of January 1, 2010 through June 30, 2011 is \$648,750, and no payments shall be made under this Amendment in excess of this amount.

- c. The Budget and Payment Provisions for the Employment Pilot Program is amended as follows:

For the period of 01/01/10 – 03/30/10 for services provided under the Pilot Program, the Department will pay Grantee an all inclusive fee of \$750.00 for each client served for a maximum of 65 clients and up to the maximum payment amount of \$48,750.00.

For the period of 04/01/10 – 06/30/11, the Department will pay Grantee the maximum amount of \$600,000 for Pilot Program services as follows:

- For each sub grantee listed below, the Department will pay a fee of \$70,000 for services provided under the Pilot Program up to the amount of \$420,000. Grantee will invoice the Department for this fee on a quarterly basis.

| | |
|--|-----------|
| Sub grantees: | |
| Community Legal Services: | \$70,000 |
| Legal Aid of Southeastern Pennsylvania | \$70,000 |
| North Penn Legal Services: | \$70,000 |
| Northwestern Legal Services: | \$70,000 |
| Mid Penn Legal Services: | \$70,000 |
| Southwestern Consortium: | \$70,000 |
| Laurel Legal Services | |
| Neighborhood Legal Services Association | |
| Southwestern Pennsylvania Legal Services | |
| Subtotal: | \$420,000 |

- The Department will pay Grantee on a fee for services basis up to the maximum amount of \$150,000 for billable outcomes as provided in **Attachment A** to this Amendment. Grantee will invoice for the billable outcomes on a quarterly basis.
- The Department will pay Grantee up to the maximum amount of \$30,000 for administration, oversight and support of the Employment Project on a quarterly basis as provided in **Attachment B**.

2. Except as modified by this Amendment No. 5, all other terms and conditions of the Grant Agreement remain unchanged.

BILLABLE OUTCOMES FOR LEGAL SERVICES EMPLOYMENT PROJECT

Expungements:

1. Advice to clients as to options, likelihood of success and how the process works, this includes individual review of client circumstances: 438 X \$50
2. Representation of client in the expungement process, which may include filing of petition, obtaining concurrence of DA to the expungement, actual representation in the administrative process and court hearing: 200 X \$300
3. Obtaining Expungement Order: 190 X \$250

Pardons:

1. Advice to client as to options, likelihood of success and how the process works, this includes individual review of client circumstances: 49 X \$50
2. Representation of client in the pardon process, which may include assistance with the actual steps they must take in the process, helping client secure necessary documentation, assisting client with advice on temporary solutions during the pardon process, such as through the bonding procedure, and actual representation of the client before the Pardon's Board: 22 X \$300
3. Obtaining Pardon: quantified in second year of funding

Correcting Errors in Police Records:

1. Advice to client as to options, likelihood of success and how the process works, this includes individual review of client circumstances: 14 X \$50
2. Representation of client by a range of activities which can include contact with court offices, police departments and state police officials to secure necessary records and to advocate for correction of records, advice to client when records are determined to be correct or to inform client of realistic options at that point if they are not, or if appropriate to the circumstances, formally petitioning for correction of records: 11 X \$250
3. Securing correction of police records: 3 X \$200

Correcting Criminal Identity Theft in Police Records:

1. Advice to client as to options, likelihood of success and how the process works, this includes individual review of client circumstances: 11 X \$50
2. Representation of client by a range of activities which can include contact with court officials to secure records, contact with police departments to reach agreement to correct records, advice to client when records are determined to be correct or if they are not, to inform client of realistic options at that point, or if appropriate to the circumstances, formally petitioning for correction of the records: 6 X \$300
3. Securing formal correction of state police records: 3 X \$200

ATTACHMENT A - CONTINUED

Assisting Clients Where Employers/Job Trainers Over-apply Legal Restrictions on Jobs:

1. Advice to client as to options, likelihood of success and how the process works, this includes individual review of client circumstances: 13 X \$50
2. Follow-up on behalf of client, which may include further discussion with client as to types of employment the client remains eligible for, or contact with job trainer or employer to advocate for client's interests, where restrictions are improperly applied: 11 X \$300
3. Success at having client enter training for or considered for employment where the client had previously been rejected for such efforts: 3 X \$200

**Pennsylvania Legal Aid Network (PLAN), Inc.
Employment Project Administrative Budget for the
period of April 1, 2010 through March 31, 2011**

| | | |
|-------------------------|-----------------|-------------|
| Salaries | \$12,798 | 2% of total |
| PLAN Salaries | | |
| Benefits | \$3,765 | |
| Consultants | \$2,326 | |
| Travel | \$1,146 | |
| Space Costs | \$1,009 | |
| Consumables | \$243 | |
| Furniture & Equipment | \$342 | |
| Law Groups | \$731 | |
| Other Operational Costs | \$7,640 | |
| TOTAL | \$30,000 | |

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement Amendment to be executed by its duly authorized officials.

GRANTEE

SIGNATURE
PRINT OR TYPE NAME AND TITLE

SIGNATURE
PRINT OR TYPE NAME AND TITLE

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE**

Program Deputy Secretary

Secretary

SIGNATURE Date

SIGNATURE Date

COMPTROLLER OPERATIONS

I hereby certify that funds in the amount shown are available under the Appropriation Symbols shown

| AMOUNT | SOURCE | APPROPRIATION SYMBOL | PROGRAM |
|--------|--------|----------------------|---------|
| | | | |
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| | | | |

SIGNATURE COMPTROLLER OPERATIONS

Approved as to Legality and Form:

OFFICE OF LEGAL COUNSEL
DEPARTMENT OF PUBLIC
WELFARE

DEPUTY ATTORNEY GENERAL
OFFICE OF ATTORNEY
GENERAL
(when required)

DEPUTY GENERAL COUNSEL
OFFICE OF GENERAL
COUNSEL
(when required)