

Carton 7:9

LEE BROWN :

SENIOR RIGHTS ORGANIZING:
LEGAL ASSISTANCE TO THE ELDERLY

Ca. 1991-1995

2017/193

BRIEFS VII

Name _____ Phone _____

Organization _____

Address _____

City _____ Zip _____

- I wish to be listed in the program as a major contributor for \$1,000 which entitles me to six tickets and admission of ticket bearers to pre-performance buffet plus the cast party afterwards.
- Please reserve _____ premium seats at \$150 each which also entitles the ticket bearer admission to pre-performance buffet plus the cast party afterwards.
- Please reserve _____ seats at \$50 which also entitles the bearer to admission to cast party afterwards.
- I am unable to attend, but wish to support Legal Assistance to the Elderly with a tax deductible contribution.
- Enclosed is my check to Legal Assistance to the Elderly for \$_____

**Performance date and time,
May 17th, 1990 at 8:00 p.m.**

A limited number of \$10 tickets are available to seniors and students. For more information call 861-4444. All contributions are tax deductible to the extent allowed by law.

LAE

Legal Assistance to the Elderly, Inc.,
1453 Mission Street, 5th floor,
San Francisco, CA 94103

April 24, 1991

Lee Brown
P.O. Box 1031
San Francisco, CA 94101

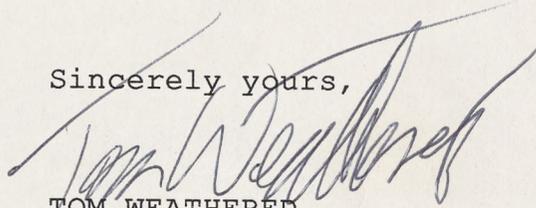
Dear Mr. Brown:

I need to speak with you concerning your case. Please call me at your earliest convenience.

If you do not reach me when you first call, please continue to call me until we speak.

Thank you!

Sincerely yours,



TOM WEATHERED
Managing Attorney

TW/bl

FROM: **ROSA LEED REED and LEE BROWN**
SECURITY PACIFIC NATIONAL BANK
Bank Check Accounting Services
Brea, California 92621-6398



T 609

FOR
JUNE 1, 1989

No. 03389065

DATE

MAY 26, 1989

16-4

1220

PAY TO THE ORDER OF

Central Towers

\$ 624.00

GOOD FOR NOT MORE THAN \$1,000.

SIX HUNDRED TWENTY FOUR DOLLARS

Personal Money Order

PURCHASER
SIGNATURE

Harriet C. R. Bergwell

ADDRESS

6432 FULTON ST., S.F. 94121

128306 9-88 (1)

⑈03389065⑈ ⑆122000043⑆928⑈91700⑈⑈

LAW OFFICES OF MARC JANOWITZ
2017 MISSION STREET
SUITE 300
SAN FRANCISCO, CA, 94110
(415) 621-0499

ATTORNEY'S EMPLOYMENT CONTRACT

The undersigned (hereinafter referred to as "client") retains and employs THE LAW OFFICES OF MARC JANOWITZ (hereinafter referred to as "attorney") to prosecute and or settle all claims arising from: the 1988 Wrongful eviction of LEE BROWN from 2502 3rd Street, San Francisco by AL and SUSAN BALDINI. Lawsuit to be filed in S.F. Superior Court.

ATTORNEY'S FEES:

Client agrees to pay attorney the sum of \$ -0- (zero) as a retainer fee in this matter. Thereafter, attorney shall be entitled to 33% of any settlement received in prosecuting the above-referenced matter prior to, or immediately subsequent to, the court mandated settlement conference in the event of a jury trial, or prior to the arbitration conference date in the event the matter is mandated to arbitration by the Court, or prior to the date preceding the trial date by 21 days in the event that the trier of fact in this matter is a judge. If this matter does not settle on or before any one of the above-mentioned dates, client agrees to pay attorney 45% of the amount received as a judgment or settlement in this matter.

Attorney's percentage shall be computed based on the amount of settlement or judgment less all necessary litigation costs incurred, and a deduction of \$750.00 for services rendered in defending the unlawful detainer filed against LEE BROWN.

The party who incurred said costs shall be reimbursed in full from the settlement or judgment prior to computing and dispersing attorney's fee.

Client agrees to pay all necessary litigation costs in this matter unless otherwise indicated in this or subsequent writings.

Client agrees to the above fee structure after having been advised by Attorney that the above fee is not set by law and is negotiable between the Attorney and Client.

In the event of settlement by way of verdict, advance payment, annuity and/or other forms of periodic payment, Attorney's fees shall be based on the total projected recovery at the time of settlement and/or agreement. These fees shall be due in full immediately upon settlement, verdict or upon entering into periodic payment agreement. Client agrees that attorney shall not be required to recover his fees as a pro rata share of the periodic payments.

ADDITIONAL TERMS REGARDING FEES IN LANDLORD/TENANT MATTERS:

Attorney's percentage of settlement or judgment shall include a percentage of any waiver or any claimed obligation of client to pay rent or money damages associated with the real property which is the subject of the above referenced matter in addition to any other settlement or judgment as previously set forth herein. Such percentage of waiver of obligation will include, but is not limited

to, waiver of claimed obligation pursuant to settlement of any eviction matter associated with the real property which is the subject of the above-mentioned matter.

If client is not paying rent to his/her/their landlord, then client agrees to make regular monthly rental payments, in the same amounts and at such times as his/her/their rent regularly comes due. Such rental payments are to be made to attorney, who will deposit and hold said sums in attorney's trust account, until such time as this landlord/tenant dispute is resolved. Tenant also agrees to make a payment in the amount of \$ -0- (zero) , said sum to be deposited into attorney's trust account, to cover the amount of back due rent which as accrued to date. (This sum may be paid in n//a installments, each in the amount of \$ n/a). Upon resolution of this matter, all back rent held in trust will be dispersed amongst landlord, tenant and attorney, pursuant to the terms of any settlement or judgment and the terms of this agreement.

CONSENT TO SETTLE:

Client shall not attempt to negotiate a settlement without the consent of attorney and no settlement will be made by attorney without the consent of client. It is further understood that both client and attorney will fully communicate to the other any and all settlement offers made to or by any party or attorney for a party in the above referenced matter.

WITHDRAWAL/DISCHARGE:

Attorney, with written notice to client, and for good cause, may withdraw representation of client under this agreement. In such event, attorney shall be entitled to keep a reasonable fee plus reimbursement for any out-of-pocket expenses incurred. The client may at any time discharge attorney with or without cause, and attorney shall be entitled to the fees and reimbursements which are due.

COMMUNICATION BETWEEN CLIENTS AND ATTORNEYS:

Attorney and client agree to fully communicate with each other all information relevant to the above-referenced matter. Attorney further agrees to provide client, upon request and within the nature of such as well as costs and expenses incurred. Client recognizes that all information and communications made between attorney and client is protected by the attorney-client privilege, which privilege the client holds and controls.

ASSURANCE OF FEES AND DISPUTE RESOLUTION:

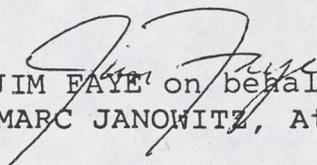
Client gives attorney an express and equitable lien upon any recovery obtained by judgment or settlement in this matter. Such lien is to assure payment of attorney's fees and costs of suit.

Attorney and client agree that all disputes arising out of this agreement are to be resolved through mediation, with Community Boards of San Francisco serving as mediator. Should a lawsuit be commenced to enforce the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees associated with such lawsuit.

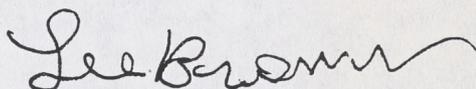
RESULT OF LAWSUIT

It is agreed and understood that attorney has made no guarantees, either express or implied, regarding the successful termination of the action, and that all expressions relative thereto are matters of attorney's opinion only.

DATED: May 31, 1989


JIM FAYE on behalf of
MARC JANOWITZ, Attorney at Law

DATED: 5/31/89


LEE BROWN, Client

Client LEE BROWN

Address: 350 Turk Street, #T609
San Francisco, CA 94102

Address:

Home Phone No: 441-3061

Work Phone No: NONE

(1)

COPY

Mr. Lee Brown
P.O. Box 1031
San Francisco, Ca.
94101
Phone: 695-0569

Mr. Al Baldini
Century 21 Baldini Realty
4977 Mission Street
San Francisco, Ca. 94112

Dear Mr. Al Baldini:

On Dec. 3, 1987, you and I were talking and you brought up the question that you intended to strip the apartments to repair them.

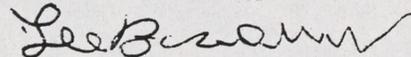
In my apartment, in the kitchen, there is only a slight bulge above the window which is in ~~any~~ need of repair. Also, in the bathroom, there is one slight problem also in need of repair: the plaster has fallen out in a small hole, caused by an overflow of water from the apartment above. Other than that, the apartment needs painting, i.e., the kitchen, the small dining-room, the bedroom and the small bathroom.

And, as I told you before, I don't feel that I have to move out, so it can be repaired. Since I am disabled and going on 67 years of age, I feel I should not have to move out of my apartment and I feel that some way could be found to take care of these improvements without my removal. And I don't feel I should be punished on account of other peoples' problems.

And, finally, if there are any problems that you would like to discuss with me, I am ready and willing at your convenience. We would like to maintain our relationship as tenant and landlord.

Thank you very much for your cooperation,

Mr. Lee Brown



(1)

COPY

Mr. Lee Brown
P.O. Box 1031
San Francisco, CA 94101

Dear Mr. Brown,

I am writing you regarding your certified letter. Please be advised that it will be impossible for you to remain in the apartment when the rehabilitation of the building begins. The Department of Public Works has done a write-up on the entire building indicating the work that must be done. This work will require that the building be empty as it will be extremely dangerous as well as inconvenient for anyone to be living in apartments at the time. The water and electricity will be off for indeterminable lengths of time, just to mention one of the situations that will make it difficult to live in the building.

Thank you for your cooperation. When I have further information I will communicate with you immediately. If you have further questions, please do not hesitate to contact me.

Sincerely,

Al Baldini
Owner

AB:skg

COPY

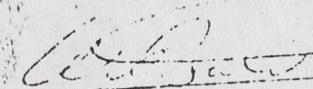
COPY

BALDINI PROPERTIES

January 2, 1985

TO WHOM IT MAY CONCERN:

Al Baldini, owner, hereby authorizes Mr. Lee Brown on a volunteer basis to be in charge of security for the building at 2502 3rd Street, San Francisco, CA.


Al Baldini

COPY

COPY

COPY

San Francisco, Calif
May 1, 1983

COPY

Mr. Al, Baldin
Walter Renner Realty
4961 Mission Street
San Francisco, California, 94112

Mr. Al, Baldin,
Tenants at 2502 Third Street, are bringing this needed matter again to your attention. Mr. Brown asked you to sent him a written statement preferring to Mr. Walter Vidosh responsibility, and duties at said address 2502 Third Street. It seem's as through things are getting out of hand.

Mr. Brown is our chairperson for the Committee for Fair Rent with AFL-CIO Community Service...

We propose a meeting with you to discuss these urgent problems that has occurred since Mr. Walter Vidosh been on said property. (Living in the basement)

apri 30, 1983 Mr. Walter Vidosh drew a gun on a tenant, Alfred Oliver who live's in apartment 2. We have a witness to his action.

Mr. Walter Vidosh has constantly engaged in dramatizing any situation in this bulding., against the tenants.

Mr. Walter Vidosh is causing unrest among the tenants. Tearing down wall that could has easy been repaired.

Harassment, End and out tenant apartment at any time of the night to repair, Carring gun where there is no cause.
Making a big power play where there is no cause.
Shooting in basement where gas pipes exist.
We as tenant would like to know if you sent Mr. Walter Vidosh around asking tenants if any thing needed to be repaired to let him know when he knew' from the pass what needed to be repaired.

Telling ly's about the kids in this bulding.

If in as much, Mr. Walter Vidosh was sent to represent you at 2502 Third Street. We as tenants propose a written statement to that effect.

Mr. Walter Vidosh from the start had ill feeling toward the tenant because of pass events, that happened when he was ower of this bulding.

Your cooperation will be greatly appreciated.

Sincerely,
Mr. Lee Brown

Lee Brown

Committee for fair rent
AFL-CIO Community Service

COPY

COPY

MR. LEE BROWN OUR REPRESENTATIVE.

San Francisco, Calif
April 17, 1983

TENANTS COMMITTEE

TENANTS AT 2502 THIRD STREET, APARTMENTS

COMMITTEE FOR FAIR RENT.

LEE BROWN Lee Brown apt 4

MARIAN LEWIS Marian Lewis apt 15

MATTIE WILLIAMS Mattie Williams apt 6

JERRY OLIVER Jerry Oliver apt. 3

GRACIE OLIVER Gracie Oliver apt 4.

ROBERT HULLIOTYRE Mr & Mrs Robert Hulliotyre apt. 10

TONJA GASKIA Tonja Gaskia apt. 9

VALERIE KNEPSHIELD Valerie Knepshield apt. 1

KURSE M. L. M. Kurse apt. 11

PAT. 70.12 REVISED TO SIGN.

Alfred Oliver
Carlos S. Stuggin

apt 13

INFORMATION FOR TENANTS ABOUT CAPITAL IMPROVEMENTS

I. INTRODUCTION

Beware! The rent you pay today may go up tomorrow if your landlord decides to charge you for "improving" the building you live in. This do-it-yourself guide will explain in detail how to understand and oppose capital improvement rent increases. Please note that this information is not a substitute for legal advice or the local rent law. If your situation is complicated or complex, you should seek legal assistance. We have included a list of some local agencies that can provide additional information.

II. WHAT ARE CAPITAL IMPROVEMENTS?

Unfortunately improvement work does not come clearly labeled "this is a capital improvement" or "this is NOT a capital improvement." The best way to determine what is and is not a "capital improvement" is to understand how the Rent Board regards this kind of work.

In *real estate-ese*, a "capital improvement" is work that supposedly substantially adds to the useful life of a building. The Rent Board allows the landlord to pass through the costs of capital improvement work (plus interest) to tenants in most circumstances, as long as the landlord complies with the Rent Board procedures for passing-through these costs.

A new roof, seismic upgrades and a remodeled kitchen are a few examples of typical capital improvements. Generally, routine repairs and maintenance do not qualify as capital improvements. For instance, if a landlord replaces a broken dishwasher with a new one during the process of remodeling the whole kitchen, the dishwasher would also be considered a capital improvement, not simply a necessary repair. Conversely, the replacement of a broken dishwasher alone is not a capital improvement - it is an ordinary repair. Further, if the tenant did not have a dishwasher to begin

with, installation of a dishwasher may be a capital improvement, subject to tenant objection.

III. HOW MUCH CAN MY RENT BE RAISED FOR CAPITAL IMPROVEMENT WORK?

The San Francisco Rent Ordinance separates capital improvements into 7 year and 10 year categories. The cost for the work plus an allowable 10% interest is amortized over the appropriate number of years and is then divided by the number of units benefitted by the improvement to arrive at the monthly per-unit rent increase amount.

"7 YEAR" CAPITAL IMPROVEMENTS

Appliances: new stoves, refrigerators, dishwashers, disposals, washers, dryers; **Fixtures:** garage door openers, locks, light fixtures, water heaters & blankets, shower heads, time clocks & hot water pumps; **Other improvements:** carpeting, linoleum, exterior & interior painting of common areas. (This is a partial list.)

"10 YEAR" CAPITAL IMPROVEMENTS

Major improvements to the structure of the building: new foundation, new floor structure, new ceiling or walls, new sheetrock, new plumbing (fixtures or piping), weatherstripping, ceiling insulation, seals & caulking, new furnaces & heaters, new wiring, new stairs, new roof structure or cover, new windows, fire escapes, central smoke detection or sprinkler systems, new wood or tile floor, boiler replacement, air-conditioning, exterior siding or stucco, elevators, additions of decks or patios, central security system, new doors, mail boxes, kitchen cabinets & sinks. (This is a partial list.)

No matter how much money a landlord spends on capital improvements, he or she can presently charge a tenant a maximum of 10% of the tenant's base monthly rent or \$30, whichever is greater, with any leftover balance payable each year at the same rate. Capital improvement rent increases can be imposed

anytime (not just on a tenant's rent anniversary date), but they do not become part of the tenant's base rent for the purposes of future annual rent increases, nor do they change a tenant's rent anniversary date. The increase expires when the work is paid off.

For example, if your monthly base rent is \$500, your maximum capital improvement rent increase would be \$50, thus bringing your rent up to \$550. Your next 4% annual increase (\$20) will bring the total rent up to \$570, however, your new base rent would only be \$520 (\$500+4%).

IV. THE RENT BOARD CAPITAL IMPROVEMENT PETITION PROCESS

Before rent increases can be passed through to tenants, capital improvement work must be approved and certified by the Rent Board. The certification process requires a landlord petition and a Rent Board hearing.

The landlord begins the process by filing a petition for certification of capital improvement expenses on a Rent Board form. The landlord has to provide accurate data concerning the building's rent history for each unit, such as names, phone numbers and move-in dates of each tenant involved; prior annual rent increases, prior capital improvement increases and PG&E increases for all the units involved; and a schedule amortizing the current capital improvement costs allocated to each unit. The landlord must provide the Rent Board with enough copies of the petition and stamped envelopes to send to each tenant involved.

The landlord's petition packet must also include substantial support documentation, including copies of work contracts, invoices, bills; canceled checks and/or credit card receipts to prove that payment was made; a schedule showing who did the work, exactly what work was done, when the work was finished, how much it cost and how and when it was paid for; copies of permits; and before &

after photos if available. The Rent Board also requires that the landlord pay an estimator fee in advance, even if a report is not ordered.

The Rent Board may request that an estimator review the work claimed as capital improvements and prepare a report on the estimated value of the work. The report compares the estimated value with the amounts claimed by the landlord. An estimator's report was ordered by the Rent Board in the current Stonestown capital improvement petition. You may review the file at the Rent Board office.

The Rent Board will review the petition packet, examining it for technical compliance and to determine whether an estimator is required. The petition may be dismissed administratively if it fails to clearly itemize or allocate costs; if the documentation is unclear or disorganized; or if there are insufficient copies of the petition or supporting documentation.

After the estimator's report is submitted the case is scheduled for hearing. All parties are notified by mail at least 10 days before the hearing date.

The whole petition process, from filing to decision, takes about three months, unless an estimator's report is required --then it takes about four months total.

IMPORTANT: Landlords cannot legally serve tenants with notices of proposed capital improvement rent increases until after they have filed their petition with the Rent Board.

V. SHOULD I PAY NOW OR WAIT FOR THE RENT BOARD DECISION?

A tenant who has been properly served with a written notice of a capital improvement increase can elect to either pay the proposed increase amount with his or her next rent check or wait until the Rent Board officially approves the increase which can take up to three to four months.

If the latter option is chosen and the Board certifies the work, the tenant will have to pay the landlord retroactively for the rent increase amount that has accrued since the effective date of the notice. On the other hand, if a tenant pays the proposed rent increase before the Rent Board certifies the work and the Board decides not to certify all or part of the work, the landlord will owe the tenant a refund for the increased amount paid. It's up to the tenant to decide whether or not to pay the increase before the Rent Board approves it. Either way, it's probably best to put aside money to cover the proposed increased amount in the event the Board does certify the work and approve the increase.

VI. HOW DO I PROTEST CAPITAL IMPROVEMENT RENT INCREASES?

All tenants who will receive rent increases as a result of their landlord's capital improvement work are entitled to notice of the landlord's petition and may participate in the Rent Board arbitration hearing on the petition. At the hearing, tenants may present their defenses to the pass-through. What defenses are available? It depends on the landlord's petition. Tenants can review the landlord's petition and all related supporting documents and photographs at the Rent Board office anytime prior to the hearing.

Any tenant who wishes to file an objection to the rent increase may do so prior to or at the hearing. Tenants are not required to appear at the hearing but they may appear if they wish. No advance notice to the Rent Board or landlord is necessary. Any tenant who objects

to a capital improvement pass through and does not wish to attend the hearing can submit a written statement to the Rent Board prior to the hearing. Keep in mind, however, that the Rent Board hearing officer will not be aware of your objections unless you make them known.

VII. WHAT IS A VALID TENANT OBJECTION TO CAPITAL IMPROVEMENT WORK?

PERMISSABLE TENANT DEFENSES TO CAPITAL IMPROVEMENT RENT INCREASES INCLUDE:

1) The work was made necessary by the landlord's deferred maintenance of the building; or the work was done to correct code violations due to deferred maintenance; i.e., repairs that the landlord was required to make and has neglected. If the building is in disrepair due to landlord negligence, you may try to argue that the landlord should not benefit from his/her wrongdoing.

2) The replacements, renovations, or repairs are not related to the tenant's health and safety.

3) The improvements are luxury items and are excessive, elaborate and unnecessarily expensive for the building and the socio-economic status of its current tenants.

4) The work benefits only select tenants and not all tenants charged with the rent increase.

THE FOLLOWING OBJECTIONS ARE MORE TECHNICAL IN NATURE:

5) The work the landlord claims to have done was not actually done, was not finished, was done without the appropriate permits, or does not comply with the applicable codes.

6) The landlord did not pay as much for the work as he or she claimed in the petition; or he or she received insurance money to cover the cost.

7) The landlord miscalculated the amortization of the rent increase.

8) The landlord served the notice to the tenant before filing his or her petition with the Rent Board.

9) The tenant moved into the building less than six months after the completion of the capital improvement work.

VIII. PREPARING FOR THE HEARING

Tenants who wish to protest a capital improvement pass-through should use the following guidelines to build a case against their landlords' proposed rent increases.

1) When your landlord gives you a notice of rent increase for capital improvements check to see that it is technically correct (in writing, dated & signed by the landlord or landlord's agent, effective 30 days after service).

2) Call or visit the Rent Board to inquire whether or not your landlord has filed a capital improvement petition.

a. If your landlord has not yet filed a petition requesting a rent increase for capital improvements you don't have to pay the increase at this time. Inform your landlord in writing why you are not paying it.

b. If your landlord has filed a petition, ask to see the case file (plan to spend enough time at the Rent Board to thoroughly review the file. Take notes.)

i. Jot down the case number for future reference.

ii. Read the file cover to cover (you can't take it with you but the Rent Board will make copies of any part of it for .25/pg).

iii. Make notes on all items you disagree with.

3) If you disagree with all or part of your landlord's petition you must be able to prove

to the Rent Board that the work does not meet the requirements set forth in the Rent Ordinance and Rent Board Rules & Regulations. These requirements are briefly discussed in sections IV through VII, above. You may want to read Section 37.7 or the Rent Ordinance and Part 7 of the Rules & Regs yourself to get a first-hand idea of what is and isn't legitimate. The Rent Board counselors can also be quite helpful in making sense of a complicated case.

REMEMBER

Assemble a defense based on factual evidence.

- Write a statement challenging each point that you disagree with in your landlord's petition and/or supporting documents. Be specific, detailed and as brief as possible (the hearing officer isn't going to want to read it if its illegible or too lengthy or disorganized).

If you have cause to question your landlord's math calculations, ask a Rent Board counselor to verify them for accuracy.

Provide your own before and after photos.

Get written testimony from anyone who has knowledge of your situation: friends, family, neighbors, roommates and workers: anyone who was a witness and can support your claim.

Neatly assemble the above into an easily readable, organized packet for the Rent Board.

- If you plan to appear at the hearing yourself, or are sending someone to represent you, give the originals to the hearing officer and bring a copy for yourself and one for the landlord.

- If you submit your statement-packet to the Rent Board prior to the hearing, file the original in the case file and have them date stamp an extra copy for you.

IMPORTANT: If, based on permissible tenant defenses, you strongly believe that your landlord is not entitled to collect more rent from you for capital improvements, then you

should discuss your objections with the Rent Board as soon as possible - DON'T wait for the hearing to voice your opinion. Instead, as soon as you receive the notice of rent increase from your landlord, or the notice from the Rent Board stating that your landlord has filed a capital improvement petition, get to work! You may be able to convince the Board to require an estimator's report. An estimator's report can delay the hearing up to a month or more and it insures that the expenses claimed conform to industry standards.

4) **Attend the hearing.** If it is not possible for you to attend, at least have someone attend on your behalf. Unless an estimator's report is required, normally a hearing will be scheduled 45 days after the petition is filed. You should receive notice of the hearing about 10 days in advance. You can also call the Rent Board with the case number and ask for the hearing date and time if it's been scheduled, they'll tell you.

Rent Board arbitration hearings are informal and usually last about an hour. Parties are not required to have attorney representation, although you may if you prefer. The hearing will be held in a conference room at the Rent Board office. A hearing officer conducts the meeting, which is recorded on tape. The hearing officer will allow all parties to speak and ask questions of each other. The hearing officer will also question the parties.

TIPS ON RENT BOARD HEARING ETIQUETTE

- a. Come prepared and be on time.
- b. Bring your statement-packet (with copies if necessary), a pen and paper, witnesses if you have them, and pictures or other evidence you wish to present. You may bring a friend or observer for moral support.
- c. Be as relaxed as possible and avoid emotional responses to questions asked during the hearing. Try to stick to the facts. Don't interrupt when the landlord or hearing officer

is speaking, even if you strongly disagree with what is being said. You will have several opportunities during the hearing to state your case. Jot down your thoughts and wait your turn to speak. Your self-control will be even more effective if your landlord acts emotional or is disruptive.

d. Try not to be intimidated by your landlord or the landlord's attorney. The Rent Board hearing process exists to protect tenants from uninformed and/or unscrupulous landlords and illegal practices.

IMPORTANT: At the hearing you may be tempted bring up problems with your unit that your landlord has failed to fix. Unless you have already filed a tenant petition for arbitration, a capital improvement hearing is neither the time or place to raise issues unrelated to the petition at hand - no matter how legitimate they are. If you have other complaints about your unit you should file a tenant petition for arbitration for a decrease in services or failure to repair and maintain. A Rent Board counselor can advise you on which petition is appropriate for your particular complaint.

IX. AFTER THE HEARING - THE RENT BOARD DECISION & APPEAL PROCESS

The hearing officer will end the hearing when he or she is satisfied that enough information and testimony has been obtained from both parties. The hearing officer will close the record at the end of the hearing, unless further documentation has been requested. The Hearing Officer will not issue the decision in the case immediately. Thus you will not know whether the rent increase has been approved, modified or denied for about a month. The decision is issued in the form of a written statement of facts and findings. The Rent Board will mail both parties a copy of the hearing officer's decision.

After the decision, parties have 15 days to file an appeal to the decision with the Rent Board.

The Rent Board provides an Appeal form for parties to use. Copies of the Appeal form may be obtained from the Rent Board.

Filing an appeal will postpone the decision until the Rent Board Commissioners consider the appeal. Appeals of Rent Board decisions are usually considered 30 days after the appeal is filed. If the hearing officer ruled in favor of the landlord and if no appeal is filed, or if the tenant's appeal is denied, the tenant must begin to pay the approved rent increase amount with their following rent check.

HARDSHIP

Low-income tenants who are on verifiably fixed incomes may be able to plead hardship as a defense against capital improvement rent increases. This defense is best utilized as a last resort, after the tenant exhausts every other permissible challenge to the landlord's petition. A tenant will need to prove, through bank accounts, income tax records and income verification, that he or she really does not earn enough money to pay the proposed increase and pay rent, keep the heat and lights on and buy food.

REFERRAL INFORMATION

The following is a partial list of San Francisco agencies that can help tenants deal with capital improvement rent increases.

The San Francisco Rent Board
tel. 554-9550
25 Van Ness Avenue, #320 (at Market Street)

Legal Assistance to the Elderly
tel. 861-4444
1453 Mission Street, 5th Fl. (at 11th Street)

Requirements: over 60 years of age and a San Francisco Resident. Call for an appointment - NO DROP-INS

San Francisco Tenants Union
tel. 282-6622
558 Capp Street

Old St. Mary's Housing Committee
tel. 398-0724
660 California Street

St. Peter's Housing Committee
tel. 282-8877
2915 - 24th Street

Mission Community Legal Defense
tel. 552-3910
2940 - 16th Street

Asian Law Caucus
tel. 391-1655
468 Bush Street, 3rd Fl.

LAE

Legal Assistance to the Elderly, Inc.
1453 Mission Street, 5th floor
San Francisco, CA 94103
(415) 861-4444

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TENANTS' RIGHTS

I. CONDITIONS OF YOUR APARTMENT

California Civil Code Section 1941.1 requires every dwelling to have:

1. Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.

2. Plumbing or gas facilities which conformed to applicable law in effect at the time of installation, maintained in good working order.

3. A water supply approved under applicable law, which is under the control of the tenant, capable of producing hot and cold running water, or a system which is under the control of the landlord, which produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.

4. Heating facilities which conformed with applicable law at the time of installation, maintained in good working order.

5. Electrical lighting, with wiring and electrical equipment which conformed with applicable law at the time of installation, maintained in good working order.

6. Building, grounds and appurtenances at the time of the commencement of the lease or rental agreement in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of the landlord kept in every part clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin.

7. An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or rental agreement, with the landlord providing appropriate serviceable receptacles thereafter, and being responsible for the clean condition and good repair of such receptacles under his control

8. Floors, stairways, and railings maintained in good repair.

II. RENT INCREASES

1. Written lease: no rent increases unless specified in lease.
2. Written or oral month to month rental agreement: rent increase requires 30 days prior notice in writing.
3. San Francisco Rent Control Ordinance:
 - a) annual rent increases limited to 7% until March 1, 1984;
 - b) annual rent increases limited to 4% from March 1, 1984-March 1, 1985;
 - c) landlord may petition rent board for higher rent increase to cover increased costs or improvements;
 - d) landlord may pass on increases in PG&E bills.

III. EVICTIONS

San Francisco Administrative Code Section 37.9(a) allows evictions only in the following cases:

1. non-payment or habitual late payment of rent; frequently bounced checks for rent;
2. violation of lease or rental agreement;
3. nuisance;
4. illegal use;
5. refusal to sign written extension of rental agreement;
6. refused access to landlord;
7. unapproved subtenant;
8. landlord or relative move-in;
9. approved condominium conversion;
10. approved demolition;
11. rehabilitation with right to reoccupy;
12. substantial rehabilitation.



U.S. Department of Housing and Urban Development
San Francisco Regional Office, Region IX
450 Golden Gate Avenue
San Francisco, California 94102-3448

THE SECTION 203(K) PROGRAM

The purpose of the Section 203(k) program is to assist in the financing of rehabilitation of one- to four-family residential properties. A 203(k) mortgage can finance a purchase/rehabilitation transaction, a refinance/rehabilitation transaction or it can be used solely to finance rehabilitation.

203(K) IS AN FHA MORTGAGE

Section 203(k) is an FHA insured mortgage. This means that the role of the U.S. Department of Housing and Urban Development (HUD/FHA) is to provide mortgage insurance to FHA-approved lenders which fund the loan. Any mortgage lender which is eligible to originate an FHA single-family mortgage (such as Sections 203(b), 245, 234(c) is automatically eligible to participate in the Section 203(k) program. However, Section 203(k) may not be processed under Direct Endorsement procedures.

203(K) - HOW IT IS DIFFERENT

Most mortgage financing plans are designed to provide only permanent financing. That is, the lender will not usually close the loan and release the mortgage proceeds unless the condition and value of the property provide adequate loan security. When rehabilitation is involved, this means a lender typically requires the improvements to be finished before a long-term mortgage is made. When a homebuyer wants to purchase a house in need of repair or modernization, the homebuyer usually has to obtain financing first to purchase the dwelling, again to start the rehabilitation construction, and once again when the work is completed to pay off the interim loans with a permanent mortgage. Often the interim financing (the acquisition and construction loans) may involve low loan-to-value ratios and relatively high (and possibly floating) interest rates. The Section 203(k) program was designed to address this situation. With 203(k), the borrower can get just one mortgage loan, at long-term fixed rate, to finance both the acquisition and the rehabilitation construction. To provide funds for the rehabilitation, the mortgage amount is based on the expected value

of the property with the work completed, taking into account the cost of the work as well. To minimize the risk to the mortgage lender, the mortgage loan (the entire amount) is eligible for endorsement by HUD/FHA as soon as the mortgage proceeds are disbursed and a rehabilitation escrow account is established. At this point, the lender has a fully-insured mortgage loan.

HOW IT CAN BE USED

As indicated above, Section 203(k) can be used as a combination purchase and rehabilitation mortgage. It can also be used as a combination re-finance and rehabilitation mortgage. And it can be used just for rehabilitation in either a first or second mortgage position. In order to make the loan proceeds available before the rehabilitation begins, the 203(k) must be a first mortgage. A 203(k) second mortgage is not eligible for insurance endorsement (and therefore the lender will not close the loan) until the work has been satisfactorily completed.

SECONDARY MARKET

The Government National Mortgage Association (GNMA) permits the Section 203(k) mortgage to be placed in both GNMA I and GNMA II pools with Section 203(b) mortgages (for level payment 203(k)s and with Section 245(a) mortgages (graduated payment 203(k)s. GNMA accepts the 203(k) once they have been endorsed by HUD/FHA. The Federal National Mortgage Association (FNMA) will purchase a Section 203(k) first mortgage only when all the work has been completed and all funds have been disbursed from the rehabilitation escrow account. The Federal National Mortgage Association will not purchase Section 203(k) second mortgages.

ELIGIBLE IMPROVEMENTS

Eligible improvements include the following: all repairs to, or replacement of present elements of an existing building, such as windows, stairs, walls, floors, roof, plumbing, wiring, heating or other equipment, including the installation of solar energy equipment; the rearrangement of rooms by the relocation of partitions or by the installation of new kitchens and bathrooms; additions to the dwelling or enlargements such as an expanded or finished attic; improvements for accessibility to the handicapped. Non-realty items such as swimming pools and additions or alterations to provide for commercial use are not eligible. Section 203(k) can be used to convert non-residential buildings to one-to four-family residential use and also to convert a one-family dwelling to a two-, three-, or four-family dwelling.

SECTION 203(K) APPRAISED VALUES

In order to determine the mortgage amount HUD will insure on a particular property, the underwriting involves two calculations, or approaches to value. For Section 203(k) underwriting purposes, the value we use is the lesser of two calculations: (1) the "as-is" (before rehab) appraised value of the property plus the estimated cost of the rehabilitation, and (2) 110 per cent of the expected market value of the property with the improvements completed.

MAXIMUM MORTGAGE AMOUNT

The maximum mortgage amount for any particular property is determined by taking the value of the property (lesser of two calculations above), adding the appropriate amount from the schedule of closing costs, and then applying the loan-to-value ratios (97 percent of the first \$25,000, 95 percent of the balance, up to maximum dollar limitation in area). In those situations when the borrower's acquisition cost (purchase price plus cost of rehabilitation, plus closing costs) is less than the appraised value plus closing costs, the maximum mortgage is determined by applying the loan-to-value ratios, to the acquisition cost. For an investor, the maximum mortgage amount is 85 percent of the appropriate amount.

The maximum dollar limitations vary from area to area around the country.

INTEREST RATE-TERM AMORTIZATION

Most HUD/FHA mortgages have a negotiated interest rate. Section 203(k) mortgage terms usually cannot exceed 30 years. For owner-occupants, the mortgage can be either a level payment or a graduated payment plan. For investors, it must be a level payment amortization plan. Section 203(k) is available for an Adjustable Rate Mortgage (ARM).

INVESTORS

Investors are eligible to use Section 203(k) financing. An investor who intends to hold the property after the rehabilitation is completed is eligible for a loan amount of up to 85 percent of value or acquisition cost, whichever is less. An investor who intends to sell the property after the work is completed (before the due date of the 18th mortgage payment) is eligible for a high-ratio mortgage, provided an escrow of the difference between an owner-occupant loan

and the investor mortgage amount is established by the lender (with funds provided by purchaser). If prior to the due date of the 18th mortgage payment, the property is subsequently sold resulting in either an assumption by a qualified owner-occupant, the escrowed funds are applied as a principal pre-payment which reduces the mortgage amount to an amount available to an investor.

FEES PAID BY BORROWER

The lender may charge the borrower for actual costs for the credit report, property survey and title insurance. The borrower also pays a mortgage origination fee, mortgage loan discounts (if charged), an appraisal fee and inspection fees. With respect to mortgage loan discount charges, the 203(k) borrower is permitted to pay the charges applied to that portion of the principal amount of the mortgage allocated to refinance existing indebtedness or to finance the rehabilitation construction (in other words, the entire mortgage amount minus the amount allocated for the purchase of the property). For the mortgage origination fee, the borrower may pay one percent of the total principal mortgage amount, plus a supplemental origination fee of one and one-half percent of the portion of the mortgage allocated to finance the rehabilitation construction (or \$350, whichever is greater). The supplemental origination fee is applied only when the 203(k) mortgage involves the escrow of rehabilitation funds.

APPLICATION PROCESS

This section describes a typical step-by-step application/mortgage origination process for a transaction involving the purchase and rehabilitation of a property. It explains the roles of HUD, the mortgage lender, the contractor, the borrower, the appraiser and the inspector.

STEP 1 - HOMEBUYER LOCATES THE PROPERTY

In a purchase/rehab transaction, the first step involves the homebuyer selecting a property to purchase.

STEP 2 - PRELIMINARY FEASIBILITY ANALYSIS

The potential homebuyer, prior to signing a sales contract will usually want to obtain an appropriate idea of (1) the extent of the work required or proposed; (2) the cost of the work; and (3) the expected market value upon completion of work. The homebuyer faces a tradeoff -- not wanting to spend money to get appraisals and repair specifications for a property which he may not even buy - versus risking buying the property and then discovering that the "numbers" do not work, that is, the purchase cost plus rehabilitation cost exceeds the value of the property upon completion.

STEP 3 - SALES CONTRACT EXECUTED

Once the homebuyer has decided to purchase a property with the intention of using Section 203(k) financing, he signs the sales contract. The homebuyer should consider including a contingency clause relating to obtaining Section 203(k) financing.

STEP 4 - HOMEBUYER SELECTS MORTGAGE LENDER

Once the sales contract has been executed, the homebuyer selects a HUD/FHA approved mortgage lender which is willing to process an application for a Section 203(k) mortgage.

STEP 5 - HOMEBUYER AND LENDER PREPARE APPLICATION

The homebuyer and the lender work together to prepare the application. The application package must contain the following information:

- a) Two copies of the HUD Form 92800-1, HUD Application for Property Appraisal and Commitment
- b) A detailed building inspection report prepared by the local building department
- c) A termite inspection report
- d) Two copies of the architectural drawings and specifications which include all work not to be completed by the seller or others, such as termite damage repair work and work required for code compliance. The drawings and specifications must be complete enough to show FHA personnel the detail of work to be done.

Contractors bid or estimate of the cost of the proposed improvements. Bids/estimates should include detailed cost breakdown. Also:

- a) Bids should show quantities (number of square feet of flooring, roofing, sheetrock, etc., number of plumbing or electrical fixtures, lineal feet of base kitchen cabinets, counter tops, pipe or electric wiring, etc.
- b) Bids should show quality of material, fixtures, appliances, etc., to be used. Give brand names, model names/numbers, etc.

The desired draw schedule, agreed upon by the lender and borrower, with a brief description of the work to be completed at each stage should also accompany the application.

The homebuyer may want to hire an architect or construction analyst to prepare the architectural drawings and specifications and then submit them to contractors for bidding. The homebuyer may also have the contractor prepare the drawings and specifications. The mortgage lender will usually have a say in the selection. Many lenders have developed a list of contractors they have worked with in the past and require borrowers to select from the list. Some lenders have not played any role in the selection process.

STEP 6 - LENDERS SENDS IN APPLICATION

The lender calls the HUD office for the name of an appraiser and sends to the appraiser both copies of the HUD-approved form with one copy of the drawings and specifications. The lender sends the other set of drawings and specifications, the contractor's bid, and the desired draw schedule to the HUD office.

STEP 7 - APPRAISER PERFORMS TWO APPRAISALS

The fee appraiser performs two appraisals, one, an "AS-IS" appraisal of the property, and the other, an "AS-COMPLETED" appraisal. The "as-completed" appraisal assumes completion of the proposed improvements as presented by the architectural drawings and specifications. The appraiser also notes any repairs not included in the applicant's proposal which are required to bring the property into compliance with local code. When the appraiser has completed the assignment, he sends the completed appraisal reports to the HUD/FHA office.

STEP 8 - HUD/FHA REVIEW OF APPLICATION

The HUD/FHA review of the application consists of two parts, the architectural review and the valuation review. The architectural review begins with the analysis of the drawings and specifications to determine whether or not the proposed improvements meet local standards for rehabilitation and additions. The HUD construction analyst then determines the cost of the proposed improvements. HUD staff use either their own cost data system compiled by the office or a commercial cost data system such as Marshall & Swift. In those cases where the applicant's itemized and total cost estimates are reasonably close to the HUD estimate, the applicant's estimate will be accepted. As part of the review of the drawings and specifications and the cost, the HUD construction analyst will determine whether or not a contingency reserve should be required. If the extent and complexity of the work indicate that unexpected expenses may be incurred, a contingency of up to 10 percent will be added to the estimate. The final part of the architectural review consists of preparation of an Inspection and Release Schedule, which describes the stages of work to be completed and the amount of funds to be released at each stage. The HUD construction analyst accepts the applicant's described draw schedule if possible. The release schedule incorporates a 10 percent

holdback from each release. The total of the holdbacks are released when the work is completed.

The valuation processing involves the HUD review appraiser bringing together the information on the appraisal reports and the findings of the construction analyst in order to determine the maximum mortgage amount. The review appraiser checks the appraisal reports to determine whether or not the data and conclusions of the fee appraiser are acceptable. If acceptable, the review appraiser performs the two-value calculations. The first is the "as is" value plus cost of rehabilitation. The review appraiser adds to the "as is" value all eligible rehabilitation costs. Eligible costs include materials, labor, contingency reserve and overhead, permits, architectural expenses, the supplemental origination fee and the loan discounts attributable to that portion of the mortgage proceeds to finance the rehabilitation. The second value calculation is 110 percent of the expected market value. The review appraiser takes the lesser of the two values, adds the scheduled closing costs and to the total is applied the 97/95 percent formula to arrive at the maximum mortgage amount.

STEP 9 - HUD ISSUES CONDITIONAL COMMITMENT TO LENDER

HUD issues the conditional commitment to the lender. Included with the conditional commitment is the approved set of architectural drawings and specifications which must be followed during the rehabilitation construction period.

STEP 10 - LENDER PREPARES FIRM COMMITMENT APPLICATIONS

The lender prepares the application package for approval of the borrower. The lender obtains the verifications of employment and deposit, the credit report, and any other source documents needed to establish the ability of the borrower to carry the mortgage. The actual application is HUD Form 92900, Application for HUD/FHA-Insured Mortgage. On the application the lender is to enter the total for alterations, improvements and repairs as part of the computation for the acquisition cost. The lender should include an explanation which itemizes the discounts and origination fee components of the cost of the rehabilitation. The lender submits the application package to the HUD office.

STEP 11 - HUD REVIEW OF APPLICATION

The HUD review of the mortgage credit application consists primarily of three steps. The first step is determining the maximum mortgage amount. The applicable percentages (97/95) are applied to the total acquisition cost. The resulting amount is compared to the conditional commitment amount and the lesser of the two is the maximum mortgage amount for the particular transaction. The second step is to analyze the ability of the borrower to repay the mortgage debt, that is make the monthly mortgage payment as well as other expenses. The third step is to determine whether or not the borrower has adequate cash assets to close the mortgage loan. Cash must be available to make up the difference between the borrower's total acquisition cost and the amount of the mortgage.

STEP 12 - HUD ISSUES FIRM COMMITMENT TO LENDER

When the application, if found to be acceptable, HUD issues a firm commitment to the lender. The firm commitment states the maximum mortgage amount which HUD will insure with the particular borrower and property. HUD also gives the lender HUD Form 92004-KS, Supplement to Firm Commitment - Inspection and Release Schedule. The Inspection and Release Schedule serves two purposes. It states the amount which the lender must place in the Rehabilitation Escrow Account to finance the rehabilitation construction. It also establishes the draw schedule to be followed as the work progresses.

STEP 13 - MORTGAGE LOAN CLOSING

Once the firm commitment has been received from HUD, the lender prepares for the closing of the mortgage. This includes the preparation of the Rehabilitation Loan Agreement. The Agreement is executed by the borrower and lender in order to establish the conditions under which the lender is to release funds from the Rehabilitation Escrow Account. The Inspection and Release Schedule approved by HUD is incorporated into the Agreement.

At loan closing, the mortgage proceeds disbursed by the lender and the cash from the borrower must equal the total cost of acquisition. The lender must establish the Rehabilitation Escrow Account and place in the Account the total amount to finance the rehabilitation construction (plus contingency, if required).

Following closing, the borrower is required to begin making mortgage payments on the entire principal amount for the mortgage, including the amount in the Rehabilitation Escrow Account which has not yet been disbursed. The method of payment of the interest is negotiated by the borrower and lender.

STEP 14 - MORTGAGE INSURANCE ENDORSEMENT

Following mortgage loan closing, the lender submits copies of the mortgage documents to the HUD office for mortgage insurance endorsement. HUD reviews the submission and, if found to be eligible, issues an executed Mortgage Insurance Certificate to the lender.

STEP 15 - REHABILITATION CONSTRUCTION BEGINS

Once the mortgage loan is closed, the rehabilitation construction may begin.

STEP 16 - RELEASES FROM REHABILITATION ESCROW ACCOUNT

As the rehabilitation construction progresses, funds are released from the Rehabilitation Escrow Account in accordance with the approved inspection and Release Schedule. When the work described in a scheduled stage has been completed, the contractor or mortgagor request a draw from the lender. The lender calls a fee inspector assigned by HUD to schedule a site inspection. The fee inspector visits the site with the

approved drawings, specifications and Inspection and Release Schedule to determine if the work called for in the particular stage has been satisfactorily completed. The inspector completes HUD Form 921.51, Compliance Inspection Report, and sends the Report to the HUD office. HUD staff review the report, sign it if acceptable, and send it to the mortgage lender as authorization to make the scheduled release.

STEP 17 - COMPLETION OF WORK/FINAL INSPECTION

When all the work has been completed according to the approved drawings and specifications and the Inspection and Release Schedule, the borrower completes a letter to HUD indicating that the work has been completed to his satisfaction. The lender calls the inspector previously assigned by HUD and requests that the final inspection be made. The inspector visits the site, makes the inspection to determine whether or not the work has been completed in accordance with the approved drawings and specifications, and completes the inspection report. The inspector sends the report to the HUD office. HUD staff review the report and, if acceptable, sign it and forward a copy to the lender as authorization to make the final release. The final release includes the last scheduled release plus the total of all holdbacks. If there is unused contingency funds in the Account, the HUD final release notice instructs the lender to apply the funds to pre-pay mortgage principal.

FHA SECTION 203(K) LENDERS

The following lenders have indicated they will process applications for Section 203(k) rehabilitation loans:

AMERICAN PHOENIX FUNDING CORPORATION

405 - 14th St., Suite 612
Oakland CA 94612
Phone: 1-800-545-2035
Contact Person: Bill McGuire

AMERICAN SUBURBAN MORTGAGE, INC

7700 Edgewater Drive, Suite 600
Oakland CA 94621
Phone: (415) 635-7400
Contact Person: Henry Perkins

MARSHALL MORTGAGE CORP

116 E Campbell Ave, Suite 5
Campbell, CA 95008
Phone: (408) 866-2603
Contact Person: Marshall Smith

NORWEST MORTGAGE, INC

3220 Blume Drive, Suite 180
Richmond, CA 94806
Phone: (415) 223-3110
Contact Person: Mike Simmons

If You Are . . .

If you are a resident of San Francisco and age 60 or older you are eligible for free legal advice and representation.

We Can Help You With Problems Such As . . .

❖ **Your Income**

- Social Security/SSI
- Pensions, Annuities
- Age discrimination in employment

❖ **Your Housing**

- Rent control disputes
- Landlord problems
- Housing code violations
- Evictions
- Foreclosures
- Subsidized housing

❖ **Your Health**

- Medicare/Medi-Cal
- Medigap insurance
- Long term care
- Nursing home
- In-home supportive services

❖ **Your Safety and Security**

- Physical abuse
- Financial abuse

❖ **Your Future**

- Financial powers of attorney
- Health care powers of attorney

Contact Us . . .

To set an appointment with one of our legal staff call 861-4444 between 9:00 a.m. and 5:00 p.m. Monday through Friday. Please do not stop by the office without an appointment, since our legal staff will not be available to help on short notice.

If You Can't Come To Us . . .

If you suffer from severe mobility problems that prevent you from coming to our offices we can arrange to visit you wherever you are. Call us.

We Are LAE . . .

LAE has been providing for the legal needs of San Francisco's elderly since its incorporation in 1979.

LAE is funded by the San Francisco Commission on the Aging, the California Department of Aging, the Legal Services Trust Fund of the State Bar of California, the United Way of the Bay area, the Mayor's Office of Community Development of the City and County of San Francisco, private foundations, corporations, and individual contributions.



It brings out the best in all of us.

COPY

LAE

Legal Assistance to the Elderly, Inc.
1453 Mission Street, Suite 500
San Francisco, CA 94103
Phone: 415/861-4444 ♦ Fax: 415/861-6458

Evictions

Landlord Problems

Physical & Financial Abuse

Pensions

Social Security/SSI Problems

Age Discrimination

Medicare/Medi-Cal Problems

Powers of Attorney

Legal Problems?

We Can Help

LAE

Legal Assistance to the Elderly, Inc.
1453 Mission Street, Suite 500
San Francisco, CA 94103

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SHE FOUND A NOTICE FROM HER LANDLORD IN HER MAILBOX. IT SAID THAT HIS DAUGHTER WANTED TO MOVE INTO HER APARTMENT AND THAT SHE MUST MOVE OUT. IT MIGHT AS WELL HAVE BEEN A BOMB....

December, 1995

Dear Friend:

When 80 year old Ethel White went down to get the mail, she suffered an incredible shock. She had been living in her Richmond District apartment for 14 years and had always been a good tenant. Why would her new landlord, want his daughter to move into her small one bedroom apartment?

The answer was quite simple. Under San Francisco's Rent Ordinance, Mrs. White was paying \$465 per month in rent. If the landlord could get her out, he could rent the apartment at market rate, almost double what Mrs. White was paying. At the suggestion of a friend, Mrs. White contacted **Legal Assistance to the Elderly (LAE)**. With the help of our staff, she challenged her landlord's action at a Rent Board hearing. The Hearing Officer found that her landlord's action was illegal and the landlord agreed to let her remain in her apartment.

Sadly, Mrs. White's experience is a commonplace occurrence for San Francisco's elderly. Thousands face the trauma of eviction, abuse, neglect, economic exploitation and poverty. Legal intervention will prevent many of these individuals from being harmed.

In this time of continued economic uncertainty, harsh rhetoric, diminishing governmental aid and spiraling need, we ask for your support for our pivotal service. You probably know elderly people who are living on the edge like Mrs. White. ***Your tax deductible donation will make a difference. Please give generously.***

Sincerely,



HOWARD M. LEVY
Executive Director



a project of
Legal Assistance to the Elderly, Inc.
1453 Mission Street, Suite 500
San Francisco, CA 94103

FACT SHEET

of the California Department of Aging

HEALTH INSURANCE COUNSELING
AND ADVOCACY PROGRAM

(HICAP)

The Health Insurance Counseling and Advocacy Program (also known as the HICAP) is a not-for-profit program under the auspices of the California Department of Aging, providing assistance with Medicare problems and help with health insurance. The California Department of Aging contracts with 24 grantee agencies to provide community education, individual counseling, and legal services throughout all 58 counties in California. Each agency provides community education on the myths and realities of Medicare coverage and on how to wisely shop for health insurance. HICAP agencies provide free one-on-one counseling services regarding Medicare billing problems and private health insurance. Legal services are available for special assistance with claim appeals or for legal advice regarding Medicare and health insurance problems.

The Health Insurance Counseling and Advocacy Program was established by the California Department of Aging in late 1985 as a consequence of a law passed by the California legislature and signed by the Governor in 1984 (Welfare and Institutions Code, Section 9750, et seq.; Chapter 1464, Statutes of 1984; AB 2419).

Is the HICAP selling something? No, the HICAP is not affiliated with insurers, insurance brokers or agents. It is not affiliated with hospitals, health maintenance organizations (HMOs), private senior organizations, or any other special interest organizations that stand to gain membership or customers from persons wishing to take advantage of HICAP services. The HICAP is an independent, State-sponsored program providing objective information on Medicare and health insurance. Counseling by the HICAP is confidential and no personal information will be used for solicitation purposes.

Who may need the services of the HICAP? Persons who are currently beneficiaries of Medicare, persons who are about to receive Medicare benefits, the children of parents who are beneficiaries, working persons who are concerned about planning for retirement needs and the future need for health insurance, persons contemplating the purchase of long-term care insurance, or just about any person interested in the coverage of their future health-related costs, will be interested in the free services offered by the HICAP. The HICAP specializes in Medicare, Medicare supplemental insurance, and long-term care insurance problems. The HICAP does not generally assist with other insurance needs (for other insurance problems please see the Department of Insurance consumers' toll-free telephone number on the reverse side of this Fact Sheet).

What does the HICAP do? The local HICAP agency (see letterhead) can help file Medicare or supplemental insurance claims; or help correct claim processing mistakes made by Medicare or insurance companies. The same HICAP can also provide you with the fundamental information you need to make wise decisions about your health benefits, HMOs, and insurance needs as well as help you understand your rights as a health care consumer. Remember, the HICAP services are free of charge, and free from conflict of interest. Obtain advice or seek an appointment with a HICAP counselor if you have any doubts about your Medicare benefits or health insurance needs.

What should you know before shopping for private health insurance? Many people simply don't know enough about what Medicare will and will not pay for to adequately understand

(over)

what they need in the way of health insurance. You should be aware that Medicare benefits are not always interpreted correctly leaving beneficiaries with a false sense of security. Medicare supplemental insurance policy benefits are often tied to Medicare definitions, sometimes limiting the private insurance benefits, too. The ten most important things to know about purchasing health insurance are:

- 1) Understand Medicare's benefit limitations. Talk to a HICAP counselor about what Medicare will and will not cover, and under what conditions coverage will be allowed.
- 2) Don't buy more insurance policies than you need. Adding policies is not necessarily the same as adding benefits. Duplicative policies may not increase benefit returns, but they will cost you more in premiums.
- 3) Never pay cash for an insurance policy; always make out a check or money order.
- 4) Don't be pressured into buying insurance. Take your time. Have a spouse, other family member, or a friend with you when you talk to an agent. Reputable agents will not only welcome your inquiries about their products, but will allow you time to think and consult with others.
- 5) If in doubt about any provisions of a policy, ask questions!! Don't purchase a policy until you are satisfied with the answers to your questions.
- 6) Obtain a written "Outline of Coverage and Exclusions" to study before you buy. You should receive one automatically.
- 7) The law requires a "free look" provision in the policy. If for any reason, after you receive a copy of the policy or certificate, you change your mind or find the policy inadequate, this allows you to return the policy or certificate for a refund, within 30 days.
- 8) If you purchase insurance, don't withhold medical information. Always double check medical information taken by the insurance agent to ensure it has been correctly interpreted.
- 9) Check prospective policies for preexisting condition exclusions and waiting periods.
- 10) Know ahead of time who to contact and where to go for help with a claim.

For additional information about the HICAP, please contact:

HEALTH INSURANCE COUNSELING
AND ADVOCACY PROGRAM (HICAP)
Legal Assistance to the Elderly
1453 Mission Street, Suite 500
San Francisco, CA 94103
CALL: (415) 861-4444

For other insurance problems, please contact:

DEPARTMENT OF INSURANCE
Consumer Complaint Bureau
100 Van Ness Avenue, 15th Floor
San Francisco, California 94102

Toll-free consumer complaint telephone number: 1-800-233-9045

LEGAL ASSISTANCE TO THE ELDERLY, INC.
Senior Advisory Committee

*Rev. Lewis Allen
Andrea Bevien
Lee Brown
Cora Cook
Evelyn Crawford
Bennie DeGeer
Moirra Jackson
P. H. Ma
Lydia Polacek
Frank Salet*

SENIOR ADVISORY COMMITTEE

Meeting will be held Thursday, September 7, 1989
at 9:30 AM at the LAE offices, 1453 Mission
Street, 5th Floor (between 10th and 11th).

- I. Acceptance of June 22nd minutes
- II. Announcements of coming events (1 minute each)
- III. Reports on member activities (2 minutes each)
- IV. Executive Director's report

Old Business

- V. Election of new Vice President
- VI. LAE goals and objectives for 1988-89

New Business

- VII. LAE goals and objectives for 1989-90

PLEASE LET HOWARD KNOW IF YOU WILL BE UNABLE TO
ATTEND THIS MEETING

COPY

LEGAL ASSISTANCE TO THE ELDERLY, INC.

Senior Advisory Committee

Rev. Lewis Allen
Andrea Bevien
Lee Brown
Cora Cook,
Evelyn Crawford
Bennie DeGeer
Moirra Jackson
P. H. Ma
Lydia Polacek
Frank Salet
Allen Dell Wilson

February 3, 1989

Greetings:

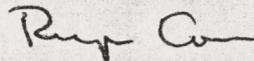
At the last advisory committee meeting committee members decided to switch the advisory meetings to Thursdays at 9:30 am. The Advisory members present also wanted to try meeting less often. It was recommended that instead of meeting monthly that the Advisory Board meet 8 times a year like the LAE Board does. We are trying out this new schedule. Please submit all comments at the next advisory committee meeting. If the new Thursday time is inconvenient for you, please let Reyna know.

SCHEDULED TIMES FOR THE FIRST HALF OF 1989.

FEBRUARY 23	9:30	THURSDAY
APRIL 27	9:30	THURSDAY
JUNE 22	9:30	THURSDAY

Once again thanks for your support of LAE.

Sincerely,



Reyna Cowan
Education Director

1453 Mission Street, 5th Floor San Francisco, CA 94103 861-4444

LEGAL ASSISTANCE TO THE ELDERLY, INC.

Senior Advisory Committee

Rev. Lewis Allen
Andrea Bevien
Lee Brown
Cora Cook
Evelyn Crawford
Bennie DeGeer
Moirra Jackson
P. H. Ma
Lydia Polacek
Frank Salet
Allen Dell Wilson

SENIOR ADVISORY MEETING
Friday, January 20, 1989 at 9:30 a.m.
at the LAE offices
1453 Mission St., 5th Floor
between 10th and 11th

AGENDA

- I. Acceptance of Minutes. 2
- II. Announcements of Coming Events. 1 min. each
- III. Reports on Activities of Advisory members. 2 min.
- IV. Executive Director's Report. 5 min.
- V. Board Meeting Report. 5 min.

OLD BUSINESS

- I. Report on Senior Escort Service. 5 min.

NEW BUSINESS

- I. Introduction of new HICAP Coordinator
 - II. Update on HICAP activities.
 - III. Establishing goals for 1989.
-

PLEASE LET REYNA KNOW IF YOU WILL BE UNABLE TO ATTEND.

1453 Mission Street, 5th Floor San Francisco, CA 94103 861-4444

LEGAL ASSISTANCE TO THE ELDERLY, INC.

Senior Advisory Committee

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Allen Dell Wilson

Minutes of 21 October 1988

Present: Rev. Allen, Andrea Bevien, Lee Brown, Bennie DeGeer, Moira Jackson, P.H. Ma, Lydia Polacek, and Frank Salet.

Staff: Howard Levy, Executive Director; Reyna Cowan, Education Specialist.

1. Minutes. The minutes were accepted as submitted.
2. Announcements of Coming Events. a. Leo McCarthy is speaking on health insurance on October 22 at 11:00 at 1800 Old Bayshore in Burlingame.
b. The AFL-CIO is holding a Labor Rally on 10/22 at 2:00 pm in front of the Fairmont Hotel.
3. Report on Activities of Advisory members. No reports.
- 4 and 5. Executive Director's Report and Board Meeting Report.
 - a. Personnel. LAE has two new staff members: Rhoda Shaponik, Health Law Attorney and Jeannie Zielinski, Administrator. Pat Sussman, Coordinator of the HICAP Program left to take a position with the California Tumor Registry.
 - b. Finances.
 1. We have received a \$5,000 Crescent, Porter, Hale grant for the elder abuse work that we do.
 2. We have a joint grant \$9,000 from the Koret Foundation and \$5,000 from the Haas Foundation to be used for strategic planning-its goals are two-fold, to establish what services are needed in San Francisco and what services LAE can provide. Second, to find the money to actually provide the services.
 3. We are in the beginning stages of organizing Briefs (our biggest fundraiser of the year) and to solicit contributions from community members who have supported LAE in the past.

4. We are anticipating our yearly HICAP grant. We originally asked for \$104,000 and we will be getting funding but we currently do not have a firm dollar amount from the Department of Aging.

c. Program. LAE is actively setting up durable powers of attorney clinics throughout San Francisco and cutting down the number of wills that we are doing.

Old Business

1. Report on Supplemental Insurance. Is there still a need? Phil Madden, the HICAP paralegal talked about the continuing importance of maintaining Medicare supplemental insurance. In response to the added Catastrophic coverage, insurance companies are raising prices approximately 1/3 even though only 2 to 7% of the population will ever benefit from the new Catastrophic coverage.

2. Report on the Senior Legislature Session in Sacramento. Frank Salet and Moira Jackson gave reports. The legislature came up with 10 state priorities and 4 federal priorities.

State Priorities

1. A comprehensive state health care plan.
2. A commitment to senior multi-purpose services such as meal sites and centers.
3. Division of community property for low-income people in need of In-home-support-services.
4. Using On Lok as a model to develop many longterm health care programs throughout the state.
5. The development of new Adult Day Health Centers and the expansion of existing programs.
6. Setting up legislation to have physicians accept Medicare assignment.
7. Establish a rent stabilization commission for mobile home parks.
8. Development of transportation and escort services for frail elderly so that they can attend adult day health centers and other services.
9. Establishing liability insurance for non-profit by State Liability Trust fund.
10. Providing more respite care for primary caregivers.

Federal Priorities

1. National Health Insurance
 2. Social Security Trust funds severed from general funds.
 3. Redo the Catastrophic benefits under Part A of Medicare.
 4. Developing Federal Housing Assistance Program for low-income seniors.
3. Report on the Salvation Army Picnic at Stern Grove. Staff offered special thanks to Lydia Polacek, Evelyn Crawford, Rev. Allen and Bennie DeGeer for staffing the LAE table.

New Business

- a. Is it important to have many different intake sites throughout the San Francisco area? Tom Weathered, Managing Attorney of LAE, talked about the improvements made to our current intake system. Clients will have the choice of either being seen at the next available appointment at whatever intake site is next available or being seen in our office as soon as possible. Intake sites will be used for durable power of attorney clinics and for community education presentations.
- b. Senior Escort Service. Frank Salet reported on the current status of the escort program. The advisory board will send a letter to the city. Frank will write the letter and Reyna will get it printed.
- c. Pat McGinnis of Bay Area Advocates for Nursing Home Reform (BAANHR) was the guest speaker. Both LAE staff and the advisory committee listened to her presentation.

The meeting was adjourned at 11:15. The advisory committee will take a holiday break until January. The next meeting will be held Friday, January 20, 1989 at 9:30 AM at the LAE offices. Please let Reyna know if you cannot attend.

LEGAL ASSISTANCE TO THE ELDERLY, INC.
PROJECT SITES - JULY 20, 1988

MISSION

Between
18th/19th St.

MISSION NEIGHBORHOOD CENTER, INC.
362 Capp Street, San Francisco, Ca. 94110
Tel: 826-0440 or 826-4659
Every other Tuesday from 11:00 - 12:40

Duboce/
14th Street

FRANCIS OF ASSISI
145 Guerrero, San Francisco, Ca. 94103
Tel: 861-5790
2nd Monday in month 1:00 - 2:40

GLOE
1853 Market
Tel: 626-7000
2nd Friday/each month 10:-11:40

OUTER MISSION

Between
Mission/
Alemany

ST. MARY'S ADULT DAY HEALTH
35 Onondaga Ave., San Francisco, CA. 94112
Tel: 334-4000
3rd Friday in month 1:30-3:10

30th/
Church

30TH STREET SENIOR SERVICES
225 30th St. - 2nd Fl, S. F., Ca. 94131
Tel: 285-5615
2nd Friday in month 10:00 - 11:40

CENTRAL CITY

Jones/
Leavenworth

ST. ANTHONY'S FOUNDATION
121 Golden Gate Ave., San Francisco, Ca. 94102
(On left as you go through the door)
Tel: 552-1169
Every other Thursday from 10:00 - 11:40

Corner of
Post & Mason

SAINT FRANCIS MEALS
First Congregational Church
Post Street Entrance, San Francisco, Ca. 94102
Tel: 392-7463
Every other Tuesday from 1:00-2:40

Jones/Taylor

DOWNTOWN SENIOR CENTER
481 O'Farrell, San Francisco, Ca. 94102
Tel: 771-7950
1st Friday in month 10:00 - 11:40

LAE SITES.LST 7-20-88

WESTERN ADDITION
LAUREL HEIGHTS

Eddy/Turk

ROYAL ADAH SENIOR SERVICE CENTER
1240 Fillmore Street (Lobby), S.F., CA. 94115
Tel: 567-3840
Every other Wednesday from 10:00 - 11:40

Corner of Calif./
Presidio Ave.

JEWISH COMMUNITY CENTER
3200 California Street, S.F., CA. 94118
Tel: 346-6040
Every other Sunday from 10:00 - 11:40

SUNSET

25th/26th Ave.

TEMPLE ADATH ISRAEL
1851 Noriega, San Francisco, Ca. 94122
Tel: 665-7854 or 564-5665
4th Friday in month 11:00 - 12:40
Evelyn Adler

BAYVIEW HUNTERS POINTS

Yosemite &
3rd Street

BV HP MULTIPURPOSE SENIOR CENTER
1706 Yosemite, S.F., CA. 94124
Tel: 822-1444
Every other Wednesday from 10:00 - 11:40

CHINATOWN

Stockton/Grant

SELF HELP FOR THE ELDERLY
640 Pine Street, S.F. 94108
Tel: 982-9171
Every other Tuesday from 10:00 - 11:40



June 1988

LEGAL ASSISTANCE TO THE ELDERLY, INC.

ADVISORY COMMITTEE MEMBERS

Rev Lewis Allen	36 Borica San Francisco, CA 94127	home 584-2540 work 822-1444
Andrea Bevien	157 Sadowa San Francisco, CA 94112	584-8493
Lee Brown	P.O. Box 1031 San Francisco, CA 94101	641-5866
Cora Cook	461 Peninsula Avenue San Francisco, CA 94134	467-2427 work 824-1444
Evelyn Crawford	337 Los Palomos Dr. San Francisco, CA 94127	586-4836
Bennie De Geer	139 Lake Merced Hill San Francisco, CA 94132	587-7182
Moira Jackson	1127 Wisconsin San Francisco, CA 94107	648-7239
P. H. Ma	50 Rizal Street #812 San Francisco, CA 94107	777-1237 work 777-2677 ext. 28
Paul Nelson	145 Thrift Street San Francisco, CA 94112	334-1225
Lydia Polacek	355 Serrano Dr. Apt 11K San Francisco, CA 94132	584-2145
Frank Salet	711 Eddy St #4L San Francisco, CA 94109	885-5698
Allen Dell Wilson	345 Arbarallo Dr. San Francisco, CA 94132	499-7518 wk.

Chair:
Vice-Chair:

Frank Salet
Evelyn Crawford



June 1988

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Vice-Chair:

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Evelyn Crawford



Rev. Lewis Allen
Andrea Bevien
Lee Brown
Cora Cook
Evelyn Crawford
Bennie DeGeer
Moira Jackson
P.H. Ma
Lydia Polacek
Ella Romans
Frank Salet

AGENDA
SENIOR ADVISORY COMMITTEE

Meeting will be held Thursday, December 5, 1991 at 9:30 A.M. at the LAE offices, 1453 Mission Street, 5th Floor (between 10th and 11th).

- I. Remembering Reverend Lewis Allen
- II. Presentation by Senior Action Network (SAN)
- III. Acceptance of October 17th minutes
- IV. Announcements of coming events and reports on member activities (2 minutes each)
- V. Executive Director's report

Old Business

- VI. Update on strategic planning
- VII. AB 1130 (Wright) re community care facilities

New Business

- VIII. Election of Vice Chairperson
- IX. Other

PLEASE LET HOWARD KNOW IF YOU WILL BE UNABLE TO ATTEND THIS MEETING

Rev. Lewis Allen
Andrea Bevien
~~Lee Brown~~
Cora Cook
Evelyn Crawford
Bennie DeGeer
Moirra Jackson
P.H. Ma
Lydia Polacek
Ella Romans
Frank Salet

**AGENDA
SENIOR ADVISORY COMMITTEE**

Meeting will be held Thursday, October 17, 1991 at 9:30 A.M. at the LAE offices, 1453 Mission Street, 5th Floor (between 10th and 11th).

- I. Remembering Reverend Lewis Allen
- II. Acceptance of June 27th minutes
- III. Announcements of coming events and reports on member activities (2 minutes each)
- IV. Executive Director's report

Old Business

- V. Update on Older Americans Act legislation

New Business

- VI. Review of "Internal Discussion Paper" submitted to Board on August 12, 1991 by Nancy Franco, Management Assistance Group
- VII. Phelan Loop Senior Housing
- VIII. Election of Vice Chairperson
- IX. Other

PLEASE LET HOWARD KNOW IF YOU WILL BE UNABLE TO ATTEND THIS MEETING

SENIOR ADVISORY COMMITTEE

Thursday, June 27, 1991

Present: Andrea Bevien, Lee Brown, Evelyn Crawford, Moira Jackson, P. H. Ma and Frank Salet

Staff: Howard M. Levy, Executive Director, Homi Moossavi, Community Education Specialist and Ellen Lyons, Housing Advocate

I. LAE's Rent Board Advocacy Program

Housing Advocate, Ellen Lyons reviewed LAE's rent Board Advocacy Program which has been operating since February 15th thanks to a Community Development Block Grant from the Mayor's Office of Community Development. Ellen reported that this program focuses on preventing unlawful evictions and unlawful rent increases, either by providing direct representation at the Rent Board, or by assisting clients who are able to represent themselves. She emphasized that elderly clients are often targeted by landlords because they have been in their apartments for a long time and under the Rent Ordinance pay relatively low rent. (On average our clients have resided in their unit for 22 years.) Ellen stated that virtually all elderly residents who are evicted end up moving into subsidized housing.

II. Acceptance of May 2nd minutes

The minutes were accepted as submitted.

III. Announcement of Coming Events

- A. On Friday, June 28th at 5:30 p.m. the Salvation Army will be holding a fund raising dinner.
- B. On Tuesday, July 2nd between 3:00 and 6:00 p.m. an Independence Day party and dance sponsored by the Tenants and Owners Development Corporation (TODCO) will take place at Moscone Center. This event will honor seniors residing in the South of Market and celebrate the completion of the Moscone addition.

- C. The Senior Action Network (SAN) will continue to meet on the second Thursday of every month at Saint Mary's Cathedral between 10:00 a.m. and noon. Problems addressed include transportation/ Muni service and crime prevention.

IV. Reports on member activities

- A. Lee Brown reported that he was honored with a surprise 70th birthday party, which included the awarding of an honorary D.W.C. (Doctor of the Working Class) degree. Lee also reported that he attended Senior Power's "America In Crisis" rally on May 15th and that he is continuing to work with the Local 2 Retirees Association.
- B. Howard reported that Evelyn Crawford was honored by LAE's Health Insurance Counseling and Advocacy Program (HICAP) for over 5 years of volunteer work. (Evelyn was a member of HICAP's initial class of volunteers.)
- C. Frank Salet reported that Assembly Bill 1130 (Wright) has cleared policy committees in both chambers of the California Legislature and will probably be signed by the Governor. This bill, which Frank authored in the California Senior Legislature, expands the definition of placement agencies to include conservators and requires placement agencies to refer to licensed residential care or licensed community care facilities.
- D. Andrea Bevien reported that she is continuing her work with the Salvation Army, visiting nursing home residents on a regular basis.
- E. Moira Jackson reported that funding for the California Senior Legislature is in jeopardy. She encouraged Advisory Committee members to write to Senator Marks and Senator Kopp expressing support for SB 177 (Mello) in its unamended form. This bill would lift the sunset provision currently hanging over the California Senior Legislature.

Moira Jackson also reported on her involvement with Health Access and Neighbor to Neighbor in their campaign to bring affordable health care to California. She distributed a "Health Security Identification Card" to each Advisory Committee member. These credit card like pieces of plastic are designed to illustrate how easy it will be to obtain medical services once universal, publicly funded health care is enacted. They are being sold by Neighbor to Neighbor for \$.25 and may be obtained by calling 824-3355.

V. Executive Director's report

Howard reported that the San Francisco Commission on the Aging had allocated \$50,000 less to LAE for the upcoming 1991-92 Fiscal Year, than was allocated for the current year. As a consequence, LAE has been forced to lay off its Community Education Specialist, Homi Moossavi and to eliminate a half-time clerical position which is currently vacant. Advisory Committee members expressed their regret at Homi's departure.

On a more positive note, Howard reported that the Bothin Foundation has awarded LAE a grant for the purchase of three computers, a laser printer and a fax machine. He indicated that LAE was getting close its goal of having a computer on every desk.

VI. Reauthorization of the Older Americans Act

Howard reported that this Fall Congress will be considering legislation to extend the Older Americans Act. He highlighted several issues which may be of concern to the Advisory Committee, including the possibility that those receiving services under the act will be asked to pay for those services.

VII. AB 56 (Friedman) and SB 396 (Petris) regarding the funding of legal services

Howard called the Committee's attention to AB 56 and SB 396, both of which are currently before the California Legislature. These bills would provide additional funds for legal services by distributing a portion of punitive damage awards and unclaimed class action awards. The Advisory Committee expressed its support for these bills.

The meeting was adjourned at 10:41 a.m.

The next meeting is scheduled for Thursday, October 17th at 9:30 a.m.

When There Is No Check In The Mail

Among the problems that our clients face, a significant number concern Social Security and Supplementary Security Income (SSI). Many clients come to us panicked, fearing that their already precarious economic situation can not withstand an overpayment withholding, or other cuts in benefits. Their anxiety is sometimes compounded by the impersonal and insensitive manner in which they are treated by the Social Security Administration. While we can not offer much help to remedy their attitude problem, we can offer suggestions as how to avoid some of the pitfalls of dealing with such a large bureaucracy.

On Notices



All notices from the Social Security Administration look very much alike, but they could be informing you of a variety of things such as the annual cost of living adjustment or an overpayment. Do not assume that all notices are the same. Read each one carefully. If you do not understand a notice, get help. Do not ignore it. You should mark the date on which you received the notice because you have only 60 days afterwards in which to file an appeal. If you file an appeal within 10 days, you can receive Aid Pay Pending. This will protect your benefit check for the duration of the reconsideration process. Deadlines for appeals are rigorously enforced and are waived only in cases of extreme hardship or good cause (for example, you were in the hospital when the notice arrived) .

About the 800 Number



Over a year ago, the Social Security Administration implemented a new toll free 800 number. Ever since, we have seen the system cause confusion. When you call this number, you are not necessarily

talking to someone in your local Social Security office. The person on the other end of the line could be sitting in L.A. or Atlanta or any other Social Security office nationwide! This might be efficient for the Social Security Administration but amounts to less than satisfactory results for many recipients. Make sure that you get the name of the person you talk to and his/her office location. Our experience shows that you can sometimes get confusing and even incorrect advice. In such cases, it is important to be able to document who at which office provided you with the erroneous information.

Contacting the Social Security Office



We recommend that you do not rely solely on phone calls to solve your problems. Try visiting your local Social Security office. Consult the chart on page 2 to find the address.

In dealing with Social Security, non-English speakers face another problem. We have seen clients who were not served because there was no one available to act as a translator. In such cases, it is of utmost importance to take along someone who can act as an interpreter.

When you write to the Social Security Administration, make sure to keep a copy of whatever you send. They receive an enormous amount of mail every day and documents are sometimes lost.

Income Limits for Social Security



The income limits are different for Social Security and SSI. Social Security is a form of insurance and your benefit depends on how much you or your spouse contributed to the fund. However, until you reach the age of 70, earned income (wages

from employment, self employment, etc.) above the specified limit can result in reduction or loss of Social Security benefits.

The 1990 annual income limits for full Social Security benefits are :

Age	Amount
65 to 70	\$9360
62 to 65	\$6840

For every two dollars earned above these limits you lose one dollar of your benefits.

Income and Asset Limits for SSI

Supplementary Security Income eligibility is based on need. The purpose of this program is to provide a safety net for low income individuals who are disabled, blind, or over 65. In California if you are over 65 years old and your income is below \$650/month you may be eligible for SSI benefits. (There are several complicated exceptions). It is important to note that no matter how small this benefit may be, SSI recipients automatically receive Medi-Cal, which pays for most medical expenses.

This program was designed to help those in need, hence all income, whether earned or unearned (interest, lottery winnings, etc.) will affect eligibility.

Assets (real estate, luxury items, jewelry) will also affect eligibility. Your house, if you reside in it, regardless of its value, is exempt.

The limits on non-exempt assets are:

- \$2,000** total assets (cash savings, property, stocks) for a single individual
- \$3000** total assets (cash savings, property, stocks) for a married couple.
- \$4,500** value of your car
- \$1,500** in a separate burial account

If your assets exceed this limit you can either spend down to this level or give it away. You should be careful how you dispose of your assets as to avoid any hardship down the road. Keep in mind that all interest income is also non-exempt. It might be better for you to open an interest free checking account and save on bank charges as opposed to a savings

... continued on backpage

* Which Social Security Office in San Francisco should you visit?

If your zip code is	Then your local Social Security office is
94102, 94103, 94104, 94105, 94109, 94119, 94120, 94121, 94123, 94129, 94130, 94139	Civic Center office 10 United Nations Plaza, 5th floor San Francisco, 94102
94116, 94122, 94127, 94131, 94132	Park Side office 401 Traval Street San Francisco, 94116
94108, 94111, 94133	Chinatown office 560 Kearny Street San Francisco, 94108
94124, 94134, 94135	Hunters Point office 5815 Third Street San Francisco, 94124
94115, 94117, 94118	Western Addition office 1426 Fillmore Street, Suite 300 San Francisco, 94115
94107, 94110, 94114	Mission office 2601 Mission Street San Francisco, 94112
94112,	Outer Mission Office 4377 Mission Street San Francisco, 94112

* Note: This is not an official list. You should check to make sure the address and zip codes served have not changed.

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SENIOR ADVISORY MEETING
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Between 10th and 11th

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- IV. Executive Director's Report. 5 min.
- V. Board Meeting Report. 5 min.

OLD BUSINESS

- I. Report on Supplemental Insurance. Is there still a need? 10 min.
- II. Report of the Senior Legislatures Session in Sacramento. 10 min.
- III. Report on the Salvation Army Picnic in the Park. 5 min.

NEW BUSINESS

- I. Is it important to have many different intake sites throughout the San Francisco area?
- II. Senior Escort Service.
- III. Pat McGinnis, Bay Area Advocates for Nursing Home Reform (BAANHR) will be our guest speaker.
-

PLEASE LET REYNA KNOW IF YOU WILL BE UNABLE TO ATTEND.

1453 Mission Street, 5th Floor San Francisco, CA 94103 861-4444

LAE TIMES

Editor: Reyna Cowan

Executive Director: Howard Levy

Driving Safely

After over fifty years of driving, Bella had never had an auto accident. However, in the past year Bella hit cars on two different occasions. She was concerned that she was no longer a safe driver and wondered whether she should stop driving altogether. Recently, "60 Minutes" asked the same question. They wondered if guidelines needed to be established that could judge whether an older driver would be competent on the road. They suggested that seniors take driving tests instead of just written tests, and that state governments set stringent policies for older adult drivers.

Statistics show that elderly Americans have more accidents than any age group except those 25 and younger. Nick Galousin, a retired police lieutenant runs the American Association of Retired Person's (AARP) 55 Alive/Mature Driving Program in San Francisco. He says that two major problems cause most of elder's driving accidents: **right of way and left turns**. His training has shown him that seniors often do not

Cont. on page 4.

THE THIRD AGE

Information Worth Listening To

A five-minute segment on "Open Ear"

WHEN: FRIDAYS 11:30 AM

WHERE: KALW RADIO 91.7 FM

Catastrophic Insurance —Division of Assets

Last month in the LAE Times we covered many of the basic provisions of the new Medicare Catastrophic Care Act. Two important provisions of the new legislation are "spending down" resources and the "division of assets". "Division of assets" allows a couple to divide their community property resources in half when one spouse enters a nursing home. This provision is designed to protect the spouse, who remains at home, from becoming impoverished. "Spending down" allows a recipient who is above the poverty line to spend his or her resources until the resources are reduced to the Medi-Cal limit of \$1900. Then, Medi-Cal will cover medical expenses including the costs of care in a nursing home.

For the past three years, California laws covered both "spending down" and "division of assets." The new Catastrophic care statutes differ from California law. These changes have created confusion and it is not clear at this time how these provisions will apply to California residents.

If you or a relative will be entering a nursing home soon it is important to discuss your situation with our office or with Bay Area Advocates for Nursing Home Reform (BAANHR). As we receive clarifications on the new legislation, we will pass the information on to you. BAANHR can be reached at 474-5171. LAE can be reached at 861-4444.

LEGAL ASSISTANCE TO THE ELDERLY provides free legal services to residents of San Francisco who are 60 or over. LAE funding comes from the San Francisco Commission on the Aging, private corporations, foundations and individual contributors. For information, call 861-4444.

New Regulations for Checks

On the first day of each month Leonard deposited his pension check at the bank. On the fifth day of each month, Leonard paid his rent. In July, Leonard received a three day notice "to pay or quit" from his landlord. Apparently his rent check bounced. He called the bank for an explanation and discovered that because of the legal holiday on July 4, the bank still had a hold on his pension check. The teller said that bank policy required a hold on the check for six business days. Leonard had been depositing his pension check for six years without ever having a rent check bounce. He did not think that the bank policy was fair and he was worried that his landlord would evict him.

Consumers have complained for a long time about the holds that banks put on

All Government Checks must be available to depositors the next day after they are deposited.

their checks. A new federal law addresses consumers concerns by establishing limits on the number of days that banks and other financial institutions can place a hold on checks that customers deposit into their accounts. Under the new law; banks, savings and loans and credit unions must give customers access to deposited funds within a specific period of time. All local checks must be cleared within three business days. Non-local checks must be cleared within seven business days. Government checks (Social Security checks), certified checks and cashiers' checks, must be available to depositors the next business day. All banks are required to place notices explaining the new rules in the customer's monthly statements by October 31. This new policy will offer increased protection to consumers, specifically seniors, who are dependent on Social Security or SSI to pay their expenses.

Inventive Home Health Program

Seniors are often faced with the decision of whether to enter continuing care retirement communities. For prices ranging from \$21,000 to \$300,000 plus a monthly fee, many seniors move into housing which often includes meals, day care, nursing care and companionship. These services are beneficial to many seniors, but these programs are not necessarily ideal for everyone. As needs for these services grow, more community corporations are exploring how to best serve those elders who might benefit from being part of a retirement community.

Foulkeways, a non-profit Quaker organization in Philadelphia, has developed a new design for Continuing care retirement communities along with a local hospital foundation which operates the Jeanes Hospital in Philadelphia. This model program will allow seniors to maintain their own homes while having access to acute care, short-term skilled nursing care, short-term personal care, homemaker assistance and occupational, speech and physical therapy. Other services available on a co-payment basis will include respite care, day care, home-delivered meals, long-term personal care, podiatry, dental care and eye care. Participants will be able to purchase services such as home maintenance including lawn service and snow removal. They will also be eligible for financial and legal planning. As the program enrolls more beneficiaries the community will build a skilled nursing facility. Until then, the plan will rent nursing home beds for its members.

The Foulkeways plan requires 300 members before it can be implemented. Applicants must be between the ages of 65 and 85, carry Medicare Parts A and B, and live within a five mile radius of the hospital. This plan will be studied by hospitals throughout the country to decide if it should be implemented in other areas.

Protecting Your Assets: Legal Issues for Older Adults

9/22
1:00-3:00

Shopping for Health Insurance:

How to choose a HMO or Medi-gap insurance plan. Do the changes in Medicare's catastrophic coverage affect your insurance decisions? Do you need a long term care insurance policy?

Pat Sussman, Coordinator San Francisco Health Insurance and Counseling Program (HICAP)

9/29
1:00-3:00

Estate Planning and Wills Clinic

How to manage your assets and avoid probate. How to choose which type of will is best for your needs. What are living trusts and how are they beneficial?

Panel of Estate Planners including a Bank Trust Officer and a Tax Attorney

10/6
1:00-3:00

Avoiding problems with Merchandise and Repairs

How are seniors targeted for ripoffs? How can you protect yourself? Is anyone safe from these scams?

Laurel Pallack, Director of the Consumer Fraud Unit, the office of the District Attorney of San Francisco

10/13
1:00-3:00

Government Benefit Programs and Durable Powers of Attorney

Are you receiving all the benefits for which you are entitled? Do you have questions about Social Security, SSI, or pension plans? What protections are guaranteed with the durable power of attorney? How do you specify whether you do or do not want life support systems?

Tom Weathered, Managing Attorney Legal Assistance to the Elderly

Stonestown YMCA, Social Hall

333 Eucalyptus Avenue/20th Avenue

All programs are free. Call LAE for more information.

YES, I would like to help support LEGAL ASSISTANCE TO THE ELDERLY

Name _____ Organization _____

Address _____ Zip Code _____

_____ Enclosed is my gift of \$ _____

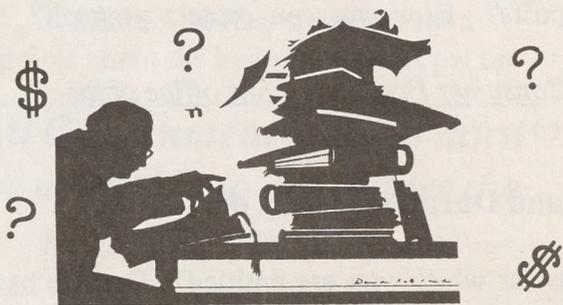
_____ We are a community agency and will donate \$ 5.00, the cost of an individual printing of the LAE Times.

_____ I would like to be put on the mailing list for the LAE Times.

Driving Tips, cont. from page 1.

pay attention when they are driving. They do not realize who has the right of way and often go when they should be yielding. He also says that many seniors make left turns without looking to see who is coming down the road. The 55 Alive/Mature Driving Program trains seniors to be quality drivers. Their goal is to give seniors better "road manners" by changing the driver's attitude. Galousin says that the class not only improves the quality of driving but also lowers insurance rates for the seniors who take the class. The liability rate included in their insurance rates premium are lowered by 5% per driver.

HICAP CAN HELP



QUESTIONS ABOUT YOUR MEDICARE, HMO, OR SUPPLEMENTAL INSURANCE? CALL OUR HEALTH INSURANCE COUNSELING PROGRAM FOR FREE ASSISTANCE.

CALL 861-4444

LEGAL ASSISTANCE TO THE ELDERLY

1453 Mission St., 5th Floor
San Francisco, CA 94103
415/ 861-4444

Here are some tips that make cars safer and more comfortable for older drivers to handle:

Size: A medium-sized car is more comfortable than small cars and easier to control than the largest ones.

Braking and Steering: Power brakes and steering cut fatigue and improve maneuverability.

Speed: Cruise control devices that maintain a set speed automatically can reduce fatigue on long trips but may diminish alertness.

Visibility: Larger cars offer better sightlines: a clear, untinted windshield is best.

Seats: Hard seats with easily adjustable tilt are best for back support and leg comfort. Make sure to wear seatbelts at all times.

Mirrors: Rear-view mirrors should be as wide as possible to reduce blind spots and should be adjustable to cut glare from headlights. Installing large mirrors on both sides of the car may help.

Training: For \$ 8 per person, the American Association of Retired Persons offers the 55 Alive/Mature Driving program, training is done by volunteers. Classes are offered monthly. For more information, call Nick Galousin at 661-9376.



LEE BROWN
P. O. BOX 1031
SAN FRANCISCO, CA 94101

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LEGAL ASSISTANCE TO THE ELDERLY, INC.

Senior Advisory Committee

Rev. Lewis Allen
Andrea Bzyien
Lee Brown
Cora Cook
Evelyn Crawford
Bennie DeGeer
Moirra Jackson
P. H. Ma
Lydia Polacek
Frank Salet
Allen Dell Wilson

AUGUST AGENDA

Meeting will be held Friday, August 19, 1988 at 9:30 AM at the LAE offices. 1453 Mission St., 5th floor, between 10th and 11th.

- I. Acceptance of Minutes.
- II. Announcements of Coming Events. 1 min. each
- III. Reports on Activities of Advisory members. 2 min.
- IV. Report from LAE Board Meeting. 10 min.
- V. Executive Director's Report. 5 min.

Old Business

- I. Establishing Advisory Committee goals for the next year. 20 min.
- II. Report on Catastrophic Insurance. 5 min.

New Business

- I. Staffing of Salvation Army, Picnic in the Park. 5 min.
- II. Presentation by Annette Williams of the Muni Elderly and Handicapped Programs.

If You Are . . .

If you are a resident of San Francisco and age 60 or older you are eligible for free legal advice and representation.

We Can Help You With Problems Such As . . .

❖ Your Income

Social Security/SSI
Pensions, Annuities
Age discrimination in employment

❖ Your Housing

Rent control disputes
Landlord problems
Housing code violations
Evictions
Foreclosures
Subsidized housing

❖ Your Health

Medicare/Medi-Cal
Medigap insurance
Long term care
Nursing home
In-home supportive services

❖ Your Safety and Security

Physical abuse
Financial abuse

❖ Your Future

Financial powers of attorney
Health care powers of attorney

Contact Us . . .

To set an appointment with one of our legal staff call 861-4444 between 9:00 a.m. and 5:00 p.m. Monday through Friday. Please do not stop by the office without an appointment, since our legal staff will not be available to help on short notice.

If You Can't Come To Us . . .

If you suffer from severe mobility problems that prevent you from coming to our offices we can arrange to visit you wherever you are. Call us.

We Are LAE . . .

LAE has been providing for the legal needs of San Francisco's elderly since its incorporation in 1979.

LAE is funded by the San Francisco Commission on the Aging, the California Department of Aging, the Legal Services Trust Fund of the State Bar of California, the United Way of the Bay area, the Mayor's Office of Community Development of the City and County of San Francisco, private foundations, corporations, and individual contributions.



It brings out the best in all of us.

LAE

Legal Assistance to the Elderly, Inc.
1453 Mission Street, Suite 500
San Francisco, CA 94103
Phone: 415/ 861-4444 ♦ Fax: 415/861-6458

Evictions

Landlord Problems

Physical & Financial Abuse

Pensions

Social Security/SSI Problems

Age Discrimination

Medicare/Medi-Cal Problems

Powers of Attorney

Legal Problems?

We Can Help

LAE

Legal Assistance to the Elderly, Inc.
1453 Mission Street, Suite 500
San Francisco, CA 94103

Printed on recycled paper
Does Not Use Chlorine

COPY

COPY

BY LAWS
OF THE
ADVISORY COMMITTEE
OF THE
BOARD OF DIRECTORS
OF
LEGAL ASSISTANCE TO THE ELDERLY, INC.

ARTICLE I: NAME

SECTION 1. NAME: The name of this committee shall be the Advisory Committee to the Board of Directors of Legal Assistance to the Elderly, Inc., 333 Valencia Street, San Francisco, CA. 94103.

ARTICLE II: ORGANIZATION

SECTION 1. STRUCTURE: The Advisory Committee shall consist of 11 members appointed by the President of Legal Assistance to the Elderly; the Advisory Committee shall be so structured that it represents the elderly population of San Francisco to the greatest extent feasible.

SECTION 2. PURPOSE: The Advisory Committee shall advise the LAE Board of Directors on all matters relating to the well being of all senior citizen 60 years of age and older.

SECTION 3. DUTIES:

- 1) Provide a forum that will ensure that the needs of the recipients of LAE services are made known and included in LAE's planning process.
- 2) Advise the board of directors regarding:
 - a) Priorities of the Senior Community of San Francisco.
 - b) Assess ways and means of meeting these priorities.

- 0-26
- C.4 10e. (3-F-1&D.)
- c) Evaluate the effectiveness of LAE's services.
 - d) Suggest changes in programs as needed.
 - e) Serve as advocates for the elderly when and where such need exists.
 - f) To provide input into Annual Report of LAE as needed.
 - g) Each member of the Advisory Committee shall have access to any records of LAE that may be needed and relevant to their function. Requests for such information will be made to the director.

ARTICLE III: MEMBERSHIP

SECTION 1. REPRESENTATION: The committee shall be representative of the geographic and ethnic population of the city to the greatest extent feasible. All of the members of the Advisory Committee shall be 60 years of age or older. Members shall reflect the needs of consumers, or other older persons with the greatest social and economic need, as specified in the Older Americans Act of 1965.

SECTION 2. VOTING: Members of the Advisory Committee shall have the right to vote on committee affairs with majority vote carrying. The chairperson of the committee will serve as a member of the LAE board of directors with voting rights on the board of directors and will act as liaison between the two bodies.

SECTION 3. TERMS: Members of the Advisory Committee will be appointed to that committee by the President of LAE for a one year term.

(34)

Until the committee is in a stable condition and functioning, the above item, Article III, Section 3 shall prevail. At some time in the future it is intended that this section will be amended in order to reflect such terms and changes as the Board of Directors, consider necessary to the functioning of the committee.

(C.D.A.)

SECTION 4. REMOVAL FOR LACK OF ATTENDANCE: Lack of attendance at three consecutive regular monthly meetings without presentation of a valid excuse shall be sufficient cause for the termination of membership on the Advisory Committee. Such actions shall be routed through the director of LAE by the chairperson of the Advisory Committee.

ARTICLE IV: OFFICERS

SECTION 1. ELECTED OFFICERS: The chairperson will be the only elected officer of the Advisory Committee. An acting secretary may be appointed, if needed; it is intended that an LAE staff person will function as recording secretary and information person. The chairperson will be elected annually after the initial period of stabilization of the committee is effected.

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- 3) Recommendations

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ARTICLE VI: MEETINGS

SECTION 1. MEETINGS: The Advisory Committee shall meet once monthly on a date and a time set by the Committee. If a vote is needed, majority rules.

- SECTION 2. SPECIAL MEETINGS: The chairperson, upon consultation with the Director of LAE, may call special meetings of the committee as needed, and with sufficient reason.
- SECTION 3. QUORUM: No quorum is needed to conduct Affairs of Committee. Those present shall conduct the meeting as if there were no absences.
- SECTION 4. ROBERTS RULES OF ORDER: All meetings of the Committee shall be governed by Roberts Rules of Order, where applicable and not inconsistent with the By-laws.
- SECTION 5. Reports of the Committee will be provided by LAE through the functioning staff person and the use of LAE facilities, as needed.

ARTICLE VII: NON-PROFIT CORP.

It is stated that the Advisory Committee functions as a part of LAE, a non-profit corporation which meets the requirements of the I.R.S., 501(c)(3) provisions.

ARTICLE VIII: AMENDMENTS

- SECTION 1. AMENDMENTS: These bylaws may be amended by LAE Board action according to the bylaws of LAE.

By-laws adopted _____ on October 30th, 1982 _____ at a regular meeting of the Board of Directors.

COPY

COPY

BY LAWS
OF THE
ADVISORY COMMITTEE
OF THE
BOARD OF DIRECTORS
OF
LEGAL ASSISTANCE TO THE ELDERLY, INC.

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Until the committee is in a stable condition and functioning, the above item, Article III, Section 3 shall prevail. At some time in the future it is intended that this section will be amended in order to reflect such terms and changes as the Board of Directors, consider necessary to the functioning of the committee.

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SECTION 1. AMENDMENTS: By-laws can be amended by presenting the chairperson, in writing, the suggested amendment(s), one meeting in advance of proposed voting adoption by majority rule.

By-laws adopted _____ at a regular meeting of the Board of Directors.

School

826-1650

731-5740

665-4718

Dept.

welfare

COPY

BY LAWS
OF THE
ADVISORY COMMITTEE
OF THE
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