

COUNTY OF MONTEREY
Amendment #1 to Agreement #5010-262
Legal Services for Seniors

THIS AMENDMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Legal Services for Seniors (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an Agreement for the provision of legal assistance and community education for seniors 60 years of age and older and their caregivers for a term of July 1, 2022 through June 30, 2023 with a total contract not to exceed the amount of \$152,646.00 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the Agreement via Amendment #1 by adding **\$242,327**, for a new total contract amount of **\$394,973**, revise the scope of services to include **Title III, Part B – Home and Community-Based Services (HCBS), Older Adults Recovery and Resilience (OARR), Senior Legal Services (SLS) Program funded services** and to extend the term through **November 30, 2023**.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. **Section 2.0 "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitation set forth in the Agreement. The total amount payable to County to CONTRACTOR under this Agreement shall not exceed the sum of **\$394,973**".
2. **Section 3.0, "TERM OF AGREEMENT"** is hereby amended as follows: "The term of this Agreement is from July 1, 2022 to **November 30, 2023**, unless sooner terminated pursuant to the terms of this Agreement.
3. **Exhibit AA, Section III "SUBAWARD INFORMATION"** is hereby amended to the following: "**Federal Award Identification Number (FAIN): AP-2223-32 and IF-2223-32.**"
4. **Exhibit AA, Section III "SUBAWARD INFORMATION"** is hereby amended to the following: "CFDA Pass-through information and Dollar Amount: Title III E – 93.052 - \$20,964, Title VII B – 93.041 - \$5,127, Title III B – 93.044 - \$126,555, and **Title III B HCBS/OARR – \$242,327.**"
5. **Exhibit AA, Section III "SUBAWARD INFORMATION"** is hereby amended to the following: "Federal Award Description: Administration on Aging, Department of Health and Human Services:
 1. National Family Caregiver Support – Title III E – Family Caregiver Support Program
 2. Special Programs for the Aging – Title VII B, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation
 3. Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers, and
 4. **Title III, Part B – Home and Community-Based Services (HCBS), Older Adults Recovery and Resilience (OARR), Senior Legal Services (SLS) Program.**"

6. **Exhibit AA**, Section V, Paragraph titled “**SERVICES TO BE PROVIDED BY CONTRACTOR**” shall be amended to the following: “CONTRACTOR shall provide the services outlined in **Exhibits AA, AA-1, A-2, A-3, A-4.**” and “**CONTRACTOR shall give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination. [OAA 307.11(E)] The top four legal priority issues jointly established between the COUNTY and CONTRACTOR include the following: 1) Legal problems concerning housing (landlord/tent), 2) Financial and physical elder abuse; 3) Estate Planning (Wills, Advance Health Care Directives, Springing Financial Powers of Attorney), and 4) Consumer Law.**”
7. **Exhibit AA**, Section VII, Paragraph titled “**GETCARE LICENSES**” shall be amended to the following: “COUNTY will pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. **To obtain additional licenses, e-mail accounting@getcare.com and ca2help@getcare.com.** Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.”
8. **Exhibit AA**, Section VIII, Paragraph titled “**AUDIT PROVISIONS**” shall be amended to the following: “CONTRACTOR is required to provide an audit as per the terms in Exhibit H. CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report “Schedule of Expenditures of Federal Awards” (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits AA, AA-1, A-2, A-3, A-4.**”
9. **Exhibit AA**, Section XI, Paragraph titled “**INVOICE/PAYMENT PROVISIONS**” shall be amended to the following: CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits AA, AA-1, A-2, A-3, and A-4** Section I, Services to be Provided, and Section II, Performance Reporting.” and “COUNTY shall pay CONTRACTOR in accordance with **Exhibit BB**, Section I.”
10. Section XII of **Exhibit AA** “**PAYMENT SUMMARY**” reflects the addition of **\$242,327** to the **Title III B HCBS/OARR** funding type for a total amount payable by COUNTY to CONTRACTOR under this agreement of **\$394,973.**”
11. **Exhibit AA-1** reflects **added descriptions to the TITLE III-B (CFDA #93.044) LEGAL ASSISTANCE funded scope of services and performance reporting.**
12. **Exhibit A-4** reflects **added descriptions to TITLE III-B HOME AND COMMUNITY-BASED SERVICES (HCBS), OLDER ADULTS RECOVERY AND RESILIENCE (OARR), SENIOR LEGAL SERVICES (SLS) PROGRAM funded scope of services, the funding source, services to be provided, performance benchmarks, performance reporting, funding added, and date by which the funding is to be expended.**
13. **Exhibit BB** replaces Exhibit B references the new **Exhibits AA** and **C-4** and also include new language required by the State on pg. 6, Section 5.01 and Section 5.02.
14. **Exhibit C-4** provides the budget detail for the funds being added.

15. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

16. A copy of this Amendment No. 1 shall be attached to the Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

Legal Services for Seniors
Contractor's Business Name

By: ^{DocuSigned by:}
Lori A. Medina
Lori A. Medina
DSS Director

By: ^{DocuSigned by:}
John P. Brien
(Chair, President, Vice President)

Date: 3/15/2023 | 1:23 PM PDT

(Print Name & Title)

Date: 2/21/2023 | 4:39 PM PST

Approved as to Form:

By: ^{DocuSigned by:}
Cat Mines
(Secretary, CFO, Treasurer)

^{DocuSigned by:}
Anne Brenton
Deputy County Counsel

(Print Name and Title)

Date: 2/23/2023 | 3:47 PM PST

Date: 2/22/2023 | 8:06 AM PST

Approved as to Fiscal Provisions:

^{DocuSigned by:}
Jennifer Forsyth
Auditor-Controller's Office

Date: 2/24/2023 | 8:39 AM PST

SCOPE OF SERVICES/PAYMENT PROVISIONS

**LEGAL SERVICES FOR SENIORS
JULY 1, 2022 - NOVEMBER 30, 2023**

I. CONTACT INFORMATION

Contact Person &
Disaster Preparedness
Coordinator: Kellie D. Morgantini
Interim Executive Director
11 Thomas Owens Way, Suite #101
Monterey, CA 93940
(831) 899-0492
Kellie@lssmc.net

County Contract Manager: Marleen Bush, Management Analyst
Area Agency on Aging
Department of Social Services
730 La Guardia Street
Salinas, CA 93905
(831) 796-3342
bushml@co.monterey.ca.us

II. OFFICES

Monterey: 11 Thomas Owens Way, Suite #101, Monterey, CA 93940
831-899-0492

Days and Hours of Service:
Monday through Friday, 9:00 a.m. until 5:00 p.m.

III. SUB AWARD INFORMATION

Sub-award: State of California Department of Aging

CONTRACTOR DUNS Number: 197709090

Federal Award Identification Number (FAIN): AP-2223-32 and IF-2223-32

Date County Awarded Funding: 7/1/2022

CFDA Pass-through Information and Dollar Amount:

Title III E – 93.052 - \$20,964
Title VII B – 93.041 - \$5,127
Title III B – 93.044 - \$126,555
Title III B HCBS/OARR – \$242,327

Federal Award Description:

Administration on Aging, Department of Health, and Human Services

1. National Family Caregiver Support – Title III E – Family Caregiver Support Program

2. Special Programs for the Aging – Title VII B, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation
3. Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers, and
4. **Title III, Part B – Home and Community-Based Services (HCBS), Older Adults Recovery and Resilience (OARR), Senior Legal Services (SLS) Program.**

Research and Development: no

Indirect Cost Rate: 10%

IV. COMPLIANCE REQUIREMENTS

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Clean Water Act, as amended. [33 USC 1251]
3. Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
4. Environmental Protection Agency Regulations. [40 CFR, 29] [Executive Order 11738]
5. Public Contract Code Section 10295.3
6. Occupational Safety and Health Administration applicable regulations [OSHA Act].

In addition, there are local requirements of the Monterey County Area Agency on Aging (AAA) for all service providers outlined in the AAA Service Providers' Handbook. Electronic version available upon request.

V. SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR shall provide the services outlined in **Exhibits AA, AA-1, A-2, A-3, A-4**, attached. Services shall be provided to residents of Monterey County.

CONTRACTOR shall give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination. [OAA 307.11(E)] The top four legal priority issues jointly established between the COUNTY and CONTRACTOR include the following: 1) Legal problems concerning housing (landlord/tenant), 2) Financial and physical elder abuse; 3) Estate Planning (Wills, Advance Health Care Directives, Springing Financial Powers of Attorney), and 4) Consumer Law.

VI. TARGETING POLICY

Recognizing that resources are limited and not all the needs of older residents can be met through Older Americans' Act funding, CONTRACTOR is required to ensure best efforts and attempts are demonstrated for reaching older adults in greatest social and economic need.

The Older Americans Act, Amendments of 2006 defines the term *Greatest Economic Need* as the need resulting from an income level at or below the poverty line. The term *Greatest Social Need* means the need caused by:

- Physical and mental disabilities
- Language barriers
- Isolation caused by sexual orientation or gender identity, cultural, racial, or ethnic status
- Social or geographic isolation

Particular attention is required to serve older individuals that are:

- Low-income individuals
- Low-income minority individuals
- Native Americans
- Residents in rural areas
- Limited English-speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer's disease or related dementias
- Lesbian, Gay, Bisexual and Transgender (LGBT) older adults
- HIV Status

VII. GETCARE LICENSES

COUNTY will pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. **To obtain additional licenses, e-mail accounting@getcare.com and ca2help@getcare.com.** Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

VIII. AUDIT PROVISIONS

CONTRACTOR is required to provide an audit as per the terms in Exhibit H. CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits AA, AA-1, A-2, A-3, A-4.**

IX. EQUIPMENT

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over \$5,000. In addition, any computing devices, regardless of cost, require justification and approval by COUNTY.

Competitive quotations shall be solicited for Equipment purchases and COUNTY will provide guidelines when quotes are required and how many quotes are required.

- 1) Less than \$3,000 – One quote minimum is required.
- 2) More than \$3,000 but less than \$15,000 – A minimum of two quotes is required.
- 3) Greater than \$15,000 but less than \$50,000 – Three quotes are required.

Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses

submitting quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR will select the quote that is most advantageous to the CONTRACTOR AND COUNTY. The action and results must be documented.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.

Equipment must be received by June 30, 2023, for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in Exhibit D-7. A current Inventory Listing of all equipment shall be maintained and updated with each contract and amended contract as needed (Exhibit D-8).

X. PROGRAM INCOME

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered;
- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
- Royalties received on patents and copyrights from contract-supported activities; and
- Proceeds from the sale of items purchased under a AAA agreement (REQUIRES WRITTEN APPROVAL FROM AAA).

It is required that the CONTRACTOR provide each recipient of a AAA funded service with an opportunity to voluntarily contribute. Those funds must be tracked and considered program income for that particular service. There shall be no tracking of recipients regarding contributions or lack of contributions. Estimated contributions are included in attached budgets and shall be used to expand the service.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2023.

XI. INVOICE/PAYMENT PROVISIONS

Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits AA, AA-1, A-2, A-3, and A-4** Section I, Services to be Provided, and Section II, Performance Reporting.

Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit BB**, Section I. PAYMENT BY COUNTY. Claims for payment shall be submitted in the form set forth in Exhibit D-1, Sample Invoice, by the 10th day of the month for services rendered in the previous month.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2023, with the final invoice due no later than June 10, 2023. CONTRACTOR acknowledges that all funding under this Agreement will be exhausted by May 31, 2023; however, services will continue through June 30, 2023, with other program funding and will be recorded as Cash Match.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2023, for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Equipment purchase guidelines are outlined in Exhibit D-7.

XII. PAYMENT SUMMARY

<i>Funding Type</i>	<i>7/1/22 – 6/30/23 Amounts</i>	<i>3/1/23 – 11/30/23 Amounts</i>	<i>7/1/22 – 11/30/23 TOTALS</i>
Title III B	\$126,555		\$126,555
Title III E	\$20,964		\$20,964
Title VII	\$5,127		\$5,127
Title III B HCBS/OARR		\$242,327	\$242,327
TOTAL:	\$152,646	\$242,327	\$394,973

The total amount payable by COUNTY to CONTRACTOR for Title III B, Title III E, and Title VII Services for the period July 1, 2022, through June 30, 2023, shall not exceed **one hundred fifty-two thousand six hundred and forty-six dollars (\$152,646)**.

The total amount payable by COUNTY to CONTRACTOR for Title III B HCBS/OARR Services for the period March 1, 2023, through November 30, 2023, shall not exceed two hundred forty-two thousand three hundred and twenty-seven dollars (\$242,327).

The maximum amount payable by County to Contractor under this Agreement for the period July 1, 2022 – **November 30, 2023** shall not exceed **three hundred ninety-four thousand nine hundred and seventy-three dollars (\$394,973)**.

This Agreement is funded by the California Department of Aging (CDA) Agreement #AP-2223-32 and #IF-2223-32. The terms and conditions of the Agreement are incorporated herein by reference, and on file with COUNTY's Department of Social Services. Upon request, COUNTY will provide an electronic copy of the Agreement to CONTRACTOR.

**TITLE III-B (CFDA #93.044)
LEGAL ASSISTANCE /
SCOPE OF SERVICES**

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide legal assistance and community education for seniors 60 years of age or older, **with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas.** Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

CONTRACTOR shall use the California Statewide Guidelines for the provision of Older Americans Act (OAA) legal services.

CONTRACTOR shall coordinate services with the local Ombudsman for the provision of direct legal services, referrals, and other assistance for residents of long-term care facilities.

1. Service:
 - Legal Assistance
 - Unit of Service Definition:
 - Legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.
 - Unit of Service Measurement:
 - 1 Hour
 - Estimated Service Units to be delivered:
 - 5,060
 - Benchmark of Service Units to be delivered:

by September 30 th :	1,265 Units	(25%)
by December 31 st :	2,530 Units	(50%)
by March 31 st :	3,795 Units	(75%)
by June 30 th :	5,060 Units	(100%)

II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. This is a non-registered service and, as a result, only summarized client and service data needs to be entered.

CONTRACTOR shall provide a **CDA-1037**, California Legal Services Quarterly Aggregate Report Form to the COUNTY describing the progress of services by October 20, 2022, January 20, 2023, April 20, 2023, and July 20, 2023. The California Legal Services Quarterly Aggregate Report Form shall be in the form of **CDA-1037** (revised 05/2016), Exhibit D-4.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the COUNTY, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

III. MATCH REQUIREMENTS

Title III-B requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income and non-matching contributions, multiplied by the matching requirement percentage.

IV. PAYMENT SUMMARY

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2022, through June 30, 2023 shall not exceed one hundred twenty-six thousand five hundred and fifty-five dollars (\$126,555).

(remainder of this page intentionally left blank)

TITLE III-E (CFDA #93.052)
FAMILY CAREGIVER SUPPORT PROGRAM
SCOPE OF SERVICES

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide caregiver legal resources when assisting a caregiver:

1. When the caregiver is any age and provides care and support for a senior age 60 or over.

Legal services are limited to issues related to the provision of care and shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

Family Caregiver - The broad definition of family caregiver under the national family caregiver support services program allows flexibility in supporting the needs of those who care for close family members, other relatives, friends, neighbors, domestic partners, and others.

Service:

Caregiver Legal Resources-Caring for Elderly

Unit of Service Definition:

An FCSP Access Assistance service involving one-to-one guidance provided by an attorney, or person under the supervision of an attorney, in the use of legal resources and services when assisting a caregiver with caregiving-related legal issues.

Unit of Service Measurement:

1 Contact

Estimated Service Units to be delivered: 64

Benchmark of Service Units to be delivered:

by September 30 th :	16 Units	(25%)
by December 31 st :	32 Units	(50%)
by March 31 st :	48 Units	(75%)
by June 30 th :	64 Units	(100%)

II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. This is an FCSP non-registered service and, as a result, only summarized client and service data needs to be entered.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2022, January 10, 2023, April 10, 2023 and July 10, 2023. The Narrative Report shall be in the form of Exhibit D-5.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

III. MATCH REQUIREMENTS

Title III-E requires a local cash/in-kind match of 25%. The required match is calculated by taking the total program costs less program income and non-matching contributions, multiplied by the matching requirement percentage. If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

IV. PAYMENT SUMMARY

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2022, through June 30, 2023, shall not exceed **twenty thousand nine hundred and sixty-four dollars (\$20,964)**.

(remainder of this page intentionally left blank)

**TITLE VII-B (CFDA #93.041)
ELDER ABUSE PREVENTION
SCOPE OF SERVICES**

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide Elder Abuse Prevention, Education, and Training. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

Service:

Elder Abuse Prevention, Education and Training

Unit of Service Definition:

Public education and training of professionals to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). This includes training for Title III-E caregivers.

Unit of Service Measurement:

1 Session

Estimated Service Units to be delivered:

16 for Public Education Sessions

20 for Training of Professionals

36 Total Service Units

Benchmark of Service Units to be delivered:

by September 30th: 9 Units (25%)

by December 31st: 18 Units (50%)

by March 31st: 27 Units (75%)

by June 30th: 36 Units (100%)

II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. This is a non-registered service.

CONTRACTOR shall provide a California Elder Abuse Prevention Quarterly Activity Report Form to the COUNTY describing the progress of services by October 10, 2022, January 10, 2023, April 10, 2023, and July 10, 2023. The California Elder Abuse Prevention Quarterly Activity Report shall be in the form of Exhibit D-6.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

III. MATCH REQUIREMENTS

There is no local cash/in-kind match for Title VII-B.

IV. PAYMENT SUMMARY

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2022, through June 30, 2023 shall not exceed **five thousand one hundred and twenty-seven dollars (\$5,127)**.

(remainder of this page intentionally left blank)

**TITLE III-B
HOME AND COMMUNITY-BASED SERVICES (HCBS), OLDER ADULTS
RECOVERY AND RESILIENCE (OARR),
SENIOR LEGAL SERVICES (SLS) PROGRAM
SCOPE OF SERVICES**

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide legal assistance and community education for seniors 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging. The purpose of the HCBS/OARR funding is to expand existing legal services that assist older adults, and older adults with disabilities, with a variety of legal problems concerning housing, consumer fraud, elder abuse, Social Security, Supplemental Security Income (SSI), Medicare, Medi-Cal, age discrimination, pensions, nursing homes, Wills, Advance Health Care Directives (AHCD), guardianship for minors, Limited Conservatorship over adult disabled children, and other matters.

CONTRACTOR shall use the California Statewide Guidelines for the provision of Older Americans Act (OAA) legal services.

CONTRACTOR shall coordinate services with the local Ombudsman for the provision of direct legal services, referrals, and other assistance for residents of long-term care facilities.

1. Service:
 - Legal Assistance
 - Unit of Service Definition:
 - Legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.
 - Unit of Service Measurement:
 - 1 Hour
 - Estimated Service Units to be delivered: 5,200
 - Benchmark of Service Units to be delivered:

by June 30 th :	2,964 Units	(57%)
by November 30 th :	5,200 Units	(100%)

II. PERFORMANCE REPORTING

HCBS/OARR funding is separate from all other Title III B/Area Plan funding and must be tracked separately.

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. This is a non-registered service and, as a result, only summarized client and service data needs to be entered.

CONTRACTOR shall provide a CDA-1037, California Legal Services Quarterly Aggregate Report Form to the COUNTY describing the progress of services by October 20, 2022, January 20, 2023, April 20, 2023, and July 20, 2023. The California Legal Services Quarterly Aggregate Report Form shall be in the form of CDA-1037 (revised 05/2016), Exhibit D-4.

Data reporting shall include the number of service units delivered, number of persons served, total expenditure amount, and a brief narrative describing the progress, successes, and challenges of the program development for OARR funded initiatives.

This narrative should include a description of the Title III B program prior to the OARR investment spending and include a description of what has changed and developed due to the OARR investment spending. Supporting evidence, data and documentation is encouraged, which may be valuable for informing future public investment opportunities.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the COUNTY, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

III. MATCH REQUIREMENTS

Title III-B requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income and non-matching contributions, multiplied by the matching requirement percentage.

IV. PAYMENT SUMMARY

The maximum amount to be paid by COUNTY to CONTRACTOR for the period March 1, 2023, through November 30, 2023 shall not exceed **two hundred forty-two thousand three hundred and twenty-seven dollars (\$242,327)**.

(remainder of this page intentionally left blank)

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th**. **If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:

(a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-4**. Only the costs listed in **Exhibit C-4** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

(b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with

EXHIBIT BB

CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other

applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6**.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Kellie D. Morgantini** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.
- B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th**. **If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:

(a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-4**. Only the costs listed in **Exhibit C-4** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

(b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with

EXHIBIT BB

CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other

applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6**.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Kellie D. Morgantini** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.
- B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

**MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32**

**Older Adults' Recovery and Resilience Fund
Home and Community Based Services**

BUDGET PERIOD: **March 1, 2023 - November 30, 2023**

Name of Agency: Legal Services for Seniors

Address of Agency: 11 Thomas Owens Way, Suite #101

Project Name: Title III B HCBS/OARR - Senior Legal Services

Funding Source and Catalog #

State Funds	<input type="checkbox"/>	OLDER CALIFORNIANS NUTRITION PROGRAM AND INTERGENERATIONAL ACTIVITES - C1
State Funds	<input type="checkbox"/>	OLDER CALIFORNIANS NUTRITION PROGRAM AND INTERGENERATIONAL ACTIVITES - C2
State Funds	<input checked="" type="checkbox"/>	SENIOR LEGAL SERVICES - 3B
State Funds	<input type="checkbox"/>	FAMILY CAREGIVING SUPPORT - 3E
State Funds	<input type="checkbox"/>	DIGNITY AT HOME FALL PREVENTION
State Funds	<input type="checkbox"/>	SENIOR NUTRITION PROGRAM CAPACITY AND INFRASTRUCTURE

Budget Version

Check one: Original
Revision

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

s/ Kellie D. Morgantini 2/10/2023
Preparer's Signature / Date

Kellie D. Morgantini, 831.674.5863
Preparer's Name (Printed) and telephone number

s/ Kellie D. Morgantini, Interim Executive Director, Attorney
Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for: _____ Date Budget Received: _____

Completeness and Accuracy _____ Budget Approved by Fiscal Officer: _____

Reviewed for Allowable Costs _____ Budget Approved by Program: _____

Indirect Cost limit 10% _____ Get-Care Updated by Vendor: _____

No Required Match _____ Get-Care Verified by Fiscal Officer: _____

Budget Template Last Updated: 10/25/22 By Veronica Renteria

Agency Name: Legal Services for Seniors

SECTION A:

BUDGET SUMMARY

Categories of Expenses		Title III B HCBS/OARR - Senior Legal Services		Total Budget	
Personnel		\$	42,069	\$	42,069
Operating Expenses		\$	200,258	\$	200,258
Total		\$	242,327	\$	242,327
Source of Revenue		Title III B HCBS/OARR - Senior Legal Services		Total Budget	
		Cash	In-Kind	Cash	In-Kind
<i>AAA Grant</i>		\$	242,327	\$	242,327
Project Income				\$	-
Other Federal Funds	<i>Match</i>			\$	-
	Non-Match			\$	-
Other State Funds	<i>Match</i>			\$	-
	Non-Match			\$	-
County/City Funds	<i>Match</i>			\$	-
	Non-Match			\$	-
Private Grants	<i>Match</i>			\$	-
	Non-Match			\$	-
Volunteer Services	<i>Match</i>		\$ 12,563	\$	-
	Non-Match			\$	-
Totals by match	<i>Match</i>	\$	-	\$	12,563
	Non-Match	\$	-	\$	-
TOTAL		\$	254,890	\$	254,890

Title III B HCBS/ OARR FUNDS BUDGET
LEGAL SERVICES FOR SENIORS
MONTEREY COUNTY DSS - AREA AGENCY ON AGING
Contract Period: March 1, 2023 - November 30, 2023

Expense Category	March 1, 2023 - June 30,2023	July 1, 2023 - November 30, 2023	Total
Salaries	14,950	14,950	29,900
Payroll Taxes	1,503	1,503	3,005
Employee Benefits	4,582	4,582	9,164
Travel	3,000	3,000	6,000
Space	38,000	38,000	76,000
Food	1,125	1,125	2,250
Client Support	2,000	2,000	4,000
Equipment	12,500	12,500	25,000
Materials and Supplies	12,500	12,500	25,000
Operating Services	31,004	31,004	62,008
Indirect Costs	-	-	-
Total Expenses	\$ 121,163.50	\$ 121,163.50	\$ 242,327.00

Revenue Source	March 1, 2023 - June 30,2023	July 1, 2023 - November 30, 2023	Total
HCBS GRANT	121,163.50	121,163.50	242,327.00
In-Kind Match	6,281.50	6,281.50	12,563.00
Total	127,445.00	127,445.00	254,890.00



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-15844 ; Amendment No.: 1

- a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign Amendment #1 to the Agreement with Legal Services for Seniors to provide legal support services to Monterey County seniors by adding \$242,327 for a new contract total of \$394,973 and to extend the term through November 30, 2023; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to the agreement where the total amendments do not exceed 10% (\$39,497) of the contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 14th day of March 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Askew

NOES: None

ABSENT: Supervisor Adams

Motion Passed 4 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 14, 2023.

Dated: March 15, 2023

File ID: A 23-060

Agenda Item No.: 31

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy