

ORIGINAL

COUNTY OF MONTEREY

Legal Services for Seniors

AMENDMENT #2 to AGREEMENT #A-12532

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").

This Amendment modifies the agreement for legal services to Monterey County seniors and their caregivers between the parties executed on August 9, 2013, and amended on October 24, 2013, (hereinafter, "Original Agreement") by increasing \$7,920 of the Federal share of cost due to one-time-only Federal funding increases, for a total contract amount of \$137,957. Therefore, the parties agree:

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

1. SERVICES TO BE PROVIDED: The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit AAA, AA-1, AAA-2 and AAA-3 in conformity with the terms of this Agreement. The services are generally described as follows: legal services to Monterey County seniors and their caregivers.

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

2. PAYMENTS BY COUNTY: COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit AAA, AA-1, AAA-2 and AAA-3 subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$137,957.

3. Section 4 of the Original Agreement is amended to read as follows:

4. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS: The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

<b>Exhibit AAA</b>	<b>Scope of Services/Payment Provisions</b>
AA-1	Title III-B, Scope of Services: Legal Assistance
AAA-2	Title III-E, Scope of Services: Family Caregiver Support Program
AAA-3	Title VII-B, Scope of Services: Elder Abuse Prevention
<b>Exhibit B</b>	DSS Additional Provisions
<b>Program Budgets</b>	
CC-1	Title III-B (October 1, 2013 – June 30, 2014)
CC-2	Title III-E

<b>CCC-3</b>	<b>Title VII-B</b>
Exhibit D-1	Sample Invoice
Exhibit D-2	Sample Annual Closeout Summary
Exhibit D-3	Equipment Acquisition Report
Exhibit D-4	CDA-1022 California Legal Services Quarterly Aggregate Report Form
Exhibit D-5	Sample Quarterly Narrative Report
Exhibit D-6	CDA Elder Abuse Prevention Quarterly Activity Report
Exhibit D-7	Equipment Purchase Form
Exhibit E	HIPAA Business Associate Agreement
Exhibit F	Elder Abuse & Neglect Reporting Certification
Exhibit G	Lobbying Certification
Exhibit H	Audit Requirements


4. Exhibits AA, AA-2, AA-3, C-2 and CC-3 of the Original Agreement are rescinded, and replaced by Exhibits AAA, AAA-2, AAA-3, CC-2 and CCC-3 attached.

Subject to the foregoing amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

If there is any conflict or inconsistency between provisions of this amendment and the Original Agreement, the provisions of this amendment shall control in all respects.

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

**COUNTY OF MONTEREY:**

By:   
Elliott Robinson, DSS Director

Date: 5/15/14

**Approved as to Form:**

  
Deputy County Counsel

Date: 5/12/14

**Approved as to Fiscal Provisions:**

  
Auditor-Controller's Office

Date: 5/12/14

**CONTRACTOR:**

**Legal Services for Seniors**

By: 

Title: President  
(Chair/President/Vice-President)

Date: \_\_\_\_\_

By: 

Title: Treasurer  
(Secretary/Treasurer/CFO)

Date: 4/30/14

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**LEGAL SERVICES FOR SENIORS**

**JULY 1, 2013 - JUNE 30, 2014**

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**I. CONTACT INFORMATION**

Contact Person &  
Disaster Preparedness  
Coordinator: Kellie Dunnett Morgantini  
Executive Director, Attorney  
[ed@legalservicesforseniors.org](mailto:ed@legalservicesforseniors.org)

County Contract Manager: Kathleen Murray-Phillips  
Area Agency on Aging  
Department of Social Services  
1000 South Main Street Suite 301  
Salinas, CA 93905  
(831) 796-3530  
Fax: (831) 755-8477

**II. OFFICES**

Salinas: 21 West Laurel Avenue, Suite 83 (93906)  
831-442-7700

Seaside: 915 Hilby Avenue, Suite 2 (93955)  
831-899-0492

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

**III. SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall provide the services outlined in Exhibits AA-1, AAA-2 and AAA-3 attached.

Services shall be provided to residents of Monterey County.

**IV. 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 cultural, racial or ethnic status
  - Social or geographic isolation
- 

Particular attention is required to serve older individuals that are:

- Low-income minorities
- 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

#### **V. 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, contact Alana Hawkins at RTZ, (510) 986-6700 x511, or via e-mail at [Alana@GetCare.com](mailto:Alana@GetCare.com). Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify COUNTY in writing within 15 days.

#### **VI. AUDIT PROVISIONS**

CONTRACTOR is required to provide an audit as per the terms in Exhibit H. Additionally, 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-1, AAA-2 and AAA-3.

**VII. PAYMENT SUMMARY**

<i>Funding Type</i>	<i>7/1/13 – 9/30/13 amounts</i>	<i>10/1/13 – 6/30/14 amounts</i>	<i>FY 2013-14 TOTALS</i>
Title III B	\$24,484	\$75,516	\$100,000
Title III E	\$5,950	\$26,720	\$32,670
Title VII B	\$1,189	\$4,098	\$5,287
<b>TOTAL</b>	<b>\$31,623</b>	<b>\$106,334</b>	<b>\$137,957</b>

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2013 through September 30, 2013 shall not exceed thirty-one thousand, six hundred and twenty-three dollars (\$31,623), AND for the period October 1, 2013 through June 30, 2014 shall not exceed one hundred six thousand, three hundred and thirty-four dollars (\$106,334).

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2013 through June 30, 2014 shall not exceed one hundred thirty-seven thousand, nine hundred and fifty-seven dollars (\$137,957).

This Agreement is funded by the California Department of Aging (CDA) Agreements #A3-1314-32 and #A9-1314-32. The terms and conditions of CDA Agreements #A3-1314-32 and #A9-1314-32 are incorporated herein by reference, and on file with County's Department of Social and Employment Services. Upon request, County will provide an electronic copy of the Agreement to Contractor.

Claims shall be submitted electronically, simultaneously with program data, in the form provided on the GetCare website: <https://ca.getcare.com/caprovider/index.jsp>, a copy of which is attached as Exhibit D-1, Sample Invoice.

**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 (NAPIS FCSP 4)

**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:**

190

**Benchmark of Service Units to be delivered:**

by September 30 <sup>th</sup> :	48 Units	(25%)
by December 31 <sup>st</sup> :	95 Units	(50%)
by March 31 <sup>st</sup> :	143 Units	(75%)
by June 30 <sup>th</sup> :	190 Units	(100%)

**II. PERFORMANCE REPORTING**

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10<sup>th</sup> 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, 2013, January 10, 2014, April 10, 2014 and July 10, 2014. 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, 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.

### **IV. 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 Section I, Services to be provided by Contractor, and Section II, Performance Reporting.

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions of the Agreement. Claims for payment shall be submitted in the form set forth in Exhibit D-1, Sample Invoice, by the 10<sup>th</sup> 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, 2014.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2014 for expenses to be claimed against this Agreement. CONTRACTOR, a provider of senior legal services with a duty to maintain attorney-client confidentiality, is required to and shall request approval from the AAA for the return or disposition of property when CONTRACTOR services no longer continue. Measures to protect confidential information shall be included in the approved property disposition plan. The following pertains to disposition of computer hardware; hardware may be retained as property by the CONTRACTOR with AAA approval, or hardware shall

be wiped clean of confidential data with costs born by Legal Services for Seniors, or CONTRACTOR may purchase the hard drive from the AAA. Equipment purchase guidelines are outlined in Exhibit D-7.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title III E services for the period July 1, 2013 through September 30, 2013 shall not exceed five thousand, nine hundred and fifty dollars (\$5,950), AND for the period October 1, 2013 through June 30, 2014 shall not exceed **twenty-six thousand, seven hundred and twenty dollars (\$26,720)**.

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The maximum amount to be paid by COUNTY to CONTRACTOR for Title III E services for the period July 1, 2013 through June 30, 2014 shall not exceed **thirty-two thousand, six hundred and seventy dollars (\$32,670)**.



**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 (NAPIS 15)

**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:**

100 for Public Education Sessions

30 for Training of Professionals

130 Total Service Units

**Benchmark of Service Units to be delivered:**

by September 30<sup>th</sup>: 32 Units (25%)

by December 31<sup>st</sup>: 64 Units (50%)

by March 31<sup>st</sup>: 97 Units (75%)

by June 30<sup>th</sup>: 130 Units (100%)

**II. PERFORMANCE REPORTING**

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10<sup>th</sup> 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, 2013, January 10, 2014, April 10, 2014 and July 10, 2014. 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.

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### **IV. 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 Section I, Services to be provided by Contractor, and Section II, Performance Reporting.

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions of the Agreement. Claims for payment shall be submitted in the form set forth in Exhibit D-1, Sample Invoice, by the 10<sup>th</sup> 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, 2014.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2014 for expenses to be claimed against this Agreement. CONTRACTOR, a provider of senior legal services with a duty to maintain attorney-client confidentiality, is required to and shall request approval from the AAA for the return or disposition of property when CONTRACTOR services no longer continue. Measures to protect confidential information shall be included in the approved property disposition plan. The following pertains to disposition of computer hardware; hardware may be retained as property by the CONTRACTOR with AAA approval, or hardware shall be wiped clean of confidential data with costs born by Legal Services for Seniors, or CONTRACTOR may purchase the hard drive from the AAA. Equipment purchase guidelines are outlined in Exhibit D-7.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title VII B services for the period July 1, 2013 through September 30, 2013 shall not exceed one thousand, one hundred and eighty-nine dollars (\$1,189), AND for the period October 1, 2013 through June 30, 2014 shall not exceed **four thousand and ninety-eight dollars (\$4,098)**.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title VII B services for the period July 1, 2013 through June 30, 2014 shall not exceed **five thousand, two hundred and eighty-seven dollars (\$5,287)**.

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Monterey County AAA Budget Certification Report

Fiscal Year 2013-2014

Legal Services for Seniors	Title III-E Legal Services	Budget Cash	Budget In/Kind
ExpCat			
Salaries / Vol IK		14,191	2,850
Payroll Taxes		1,240	-
Employee Benefits		1,665	-
Volunteer Reimbursements		-	-
Travel / Vol Travel		570	-
Conference / Trainings / Meetings		186	-
Professional Fees: Acctg/Legal/DJP		482	-
Equipment Purchase		1,200	-
Equipment Rental / Maintenance		150	-
Occupancy		3,030	-
Insurance (Not Vech / Occ)		202	-
Utilities / Communications		423	-
Postage / Shipping		151	-
Printing / Publication		700	-
Public Relations / Advertising		3,360	-
Subs / Membership Dues		2,960	-
Supplies		750	-
Food / Food Service		-	-
Vehicle Operation		-	-
Overhead (8% limit)		-	-
Awards / Events		-	-
Client Support		-	-
Federal Mental Health		-	-
Low Income Subsidy		-	-
Depreciation		-	-
Nutrition Education		-	-
Bank Service Fees		-	-
Subcontractor		-	-
Miscellaneous		-	-
<b>Expense Totals</b>		<b>31,260</b>	<b>2,850</b>
			<b>34,110</b>

AAA Grant	NSIP Grant	OTO Grant	CashMatch	IKMatch	GRTotal	Required Match
19,050	-	7,670	4,540	2,850	34,110	8,528

I certify that the amounts displayed are accurate and correct.

Approved by Monica Sanders AAA Fiscal Officer Date 4/10/14  
 Approved by Walter D. ... AAA Management Analyst Date 5.6.14  
 Provider Signature Wilma D. Morgenthau Date 4/10/14  
 Revision Date 4/10/2014

Monterey County AAA Budget Certification Report

Fiscal Year 2013-2014

Legal Services for Seniors	Budget Cash	Budget InKind
ExpCat	6,659	
Salaries / Vol IK	561	
Payroll Taxes	634	
Employee Benefits		
Volunteer Reimbursements		
Travel / Vol Travel		
Conference / Trainings / Meetings		
Professional Fees: Acctg/Legal/DP		
Equipment Purchase		
Equipment Rental / Maintenance		
Occupancy		
Insurance (Not Vech / Occ)		
Utilities / Communications		
Postage / Shipping	250	
Printing / Publication		
Public Relations / Advertising		
Subs / Membership Dues		
Supplies		
Food / Food Service		
Vehicle Operation		
Overhead (8% limit)		
Awards / Events		
Client Support		
Federal Mental Health		
Low Income Subsidy		
Depreciation		
Nutrition Education		
Bank Service Fees		
Subcontractor		
Miscellaneous		
<b>Expense Totals</b>	<b>8,104</b>	<b>8,104</b>

AAA Grant	3,848	NSIP Grant	-	OTO Grant	250	Required Match	-
Project Income	-	CNonMatch	-	IKNonMatch	-	GRTotal	8,104
		CashMatch	4,006	IKMatch	-		

I certify that the amounts displayed are accurate and correct.

Provider Signature Kellie D. Morsautin Date 4 May 2014

Approved by Monica Kenton AAA Fiscal Officer Date 5/6/14

Approved by [Signature] AAA Management Analyst Date 5.6.14