

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT #1 TO AGREEMENT #A-11852

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").

This Amendment modifies the agreement for the provision of legal services to Monterey County Seniors, between the parties executed on September 22, 2010, (hereinafter, "Original Agreement ") **by adding \$17,005 for the purchase of computer equipment, and to fund an increase in the number of service units for the Elder Abuse Prevention Program, increasing the total contract amount to \$151,556.** 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 Exhibits **AA, AA-1, A-2, and AA-3**, in conformity with the terms of this Agreement. The services are generally described as follows: Provide legal services to Monterey County Seniors.
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 Exhibits **AA, AA-1, A-2, and AA-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 **\$151,556**.
3. Section 4 of the Original Agreement is amended to read as follows:
 4. **ADDITIONAL PROVISIONS/EXHIBITS:** The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

Exhibit AA	Scope of Services/Payment Provisions
AA-1	Title III-B, Scope of Services
A-2	Title III-E, Scope of Services
AA-3	Title VII-B, Scope of Services
Exhibit B	DSES Additional Provisions
Program Budgets	
CC-1	Title III-B
C-2	Title III-E
CC-3	Title VII-B
Exhibit D-1	Sample Invoice
Exhibit D-2	Sample Annual Closeout Summary

Exhibit D-3	Equipment Acquisition Report
Exhibit D-4	Sample Quarterly Narrative Report
Exhibit D-5	CDA-1022 California Legal Services Quarterly Aggregate Report Form
Exhibit D-6	CDA Elder Abuse Prevention Quarterly Activity Report
Exhibit E	HIPAA Business Associate Agreement
Exhibit F	Elder Abuse & Neglect Reporting Certification
Exhibit G	Lobbying Certification

4. Sections 1.02 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

1.02 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement as set forth in the budget, attached hereto as Exhibits **CC-1**, **C-2**, and **CC-3**. Only the costs listed in Exhibits **CC-1**, **C-2**, and **CC-3** 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

2.01 Outcome objectives and performance standards: CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in Exhibits **AA**, **AA-1**, **A-2**, and **AA-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in Exhibits **AA**, **AA-1**, **A-2**, and **AA-3** 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.

5. Exhibits **A**, **A-1**, **A-3**, **C-1**, and **C-3** of the Original Agreement, are rescinded and replaced by Exhibits **AA**, **AA-1**, **AA-3**, **CC-1**, and **CC-3**, attached.
6. **Exhibit D-6** is added to the Agreement, attached.

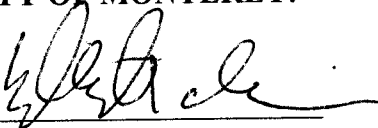
Subject to the foregoing amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

(this space left blank intentionally)

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
Director, DSES


Date: 6/8/11

Approved as to Form:


Deputy County Counsel

Date: 5-10-11

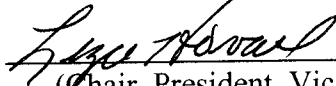
Approved as to Fiscal Provisions:


Auditor-Controller's Office

Date: 5-10-11

CONTRACTOR:

Legal Services for Seniors

By: 
(Chair, President, Vice-President)

Liza Horvath, President
(Print Name & Title)

Date: 5-9-11

By: 
(Secretary, CFO, Treasurer)

Gregory M. Chilk
(Print Name and Title)

Date: 5-9-11

EXHIBIT AA
SCOPE OF SERVICES/PAYMENT PROVISIONS

LEGAL SERVICES FOR SENIORS
JULY 1, 2010 to JUNE 30, 2011

I. CONTACT INFORMATION

Contact Person &
Disaster Preparedness
Coordinator: Kellie Dunnett Morgantini
Executive Director, Attorney
ed@legalservicesforseniors.org

County Contract Manager: Ethan Hurley, Management Analyst II
Area Agency on Aging
Department of Social and
Employment Services
713 La Guardia Street, Suite A
Salinas, CA 93901
(831) 755-3425
Fax: (831) 783-7021

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, A-2 and AA-3**, attached.

Contractor shall participate in quarterly Aging Services Network meetings to share program accomplishments and challenges, network, coordinate and collaborate across AAA funded and community partner agencies.

Services shall be provided throughout the County of Monterey, and Contractor shall ensure that services are provided to Seniors 60 years of age or older (or 55 years of age or older for the Title III-E Program) in all four regions of Monterey County:

Monterey Peninsula Region: *Big Sur, Carmel, Carmel Valley, Marina, Monterey, Pacific Grove, Pebble Beach.*

North County Region: *Castroville, Moss Landing, Pajaro, and Prunedale.*

Salinas Region: *City of Salinas and Spreckels.*

South County Region: *Bradley, Chualar, Gonzales, Greenfield, Jolon, King City, Lockwood, San Ardo, San Lucas, and Soledad.*

IV. TARGETING POLICY

It is the policy of the Area Agency on Aging to assure that services are effectively targeted and reach people most in need as directed by the Older Americans Act.

The Older Americans Act requires that, with respect to all types of services, preference be given to serving those in greatest social and economic need, with particular attention to serving low-income minority individuals, older individuals with limited English proficiency and older individuals residing in rural areas.

All programs and services shall be targeted toward seniors 60 years of age or older (or 55 years of age or older for the Title III-E Program) in the greatest economic and social need, with particular attention to serving low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

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

Additional Target populations required by the OAA include:

- Older Native Americans
- Isolated, abused, neglected and or exploited older individuals
- Frail older individuals
- Older individuals with limited English-speaking ability
- Older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction and their caregivers
- Older individuals with disabilities
- Caregivers as defined in Title III E
- Lesbian, Gay, Bisexual, and Transgender Seniors

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 Laura Emery at RTZ, (510) 986-6700 x202, or via e-mail at Laura@RTZAssociates.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 B, Section III. 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, A-2 and AA-3.

VII. PAYMENT SUMMARY

Exhibit AA-1, Title III-B:	\$123,236
Exhibit A-2, Title III-E:	\$22,308
Exhibit AA-3, Title VII-B:	<u>\$6,012</u>
TOTAL:	\$151,556

Claims for payment shall be submitted electronically, in the form provided on the GetCare website: <https://ca.getcare.com/caprovider/index.jsp>. Claims for payment shall be submitted simultaneously with program data.

In the event, in any reporting month the GetCare System is unusable, for any reason, for reporting purposes, CONTRACTOR will provide COUNTY with the equivalent reporting data in hardcopy and electronic form as agreed-upon by the parties. This provision in alternate form will assure CONTRACTOR shall be paid for the claims submitted regardless of the availability of the GetCare on-line reporting 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 under Section II, Performance Reporting and Section IV, Invoice/Payment Provisions contained in Exhibits AA-1, A-2 and AA-3.

The total amount to be paid by COUNTY to CONTRACTOR under this agreement shall not exceed **one hundred fifty-one thousand, five hundred and fifty-six dollars (\$151,556)** for the period July 1, 2010 to June 30, 2011.

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

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide legal assistance and community education for seniors 60 years of age or older. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

1. Service:

Legal Assistance (NAPIS 11)

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:

12,000

Cost per Unit of Service: \$8.50 (12,000 x \$8.50 = \$102,000)

Benchmark of Service Units to be delivered:

by September 30 th :	2,400 Units	(20%)
by December 31 st :	6,000 Units	(50%)
by March 31 st :	9,000 Units	(75%)
by June 30 th :	12,000 Units	(100%)

2. Service:

Community Education (NAPIS 15-Other)

Unit of Service Definition:

Educating groups of older persons, their families, friends, and community organizations/facility staff on rights, benefits, entitlements, and health and wellness information for older persons either residing at home, or in an institutional setting.

Unit of Service Measurement:

1 Activity

Estimated Units of Service to be delivered:

25

Cost per Unit of Service: \$188 (25 x \$188 = \$4,700)

Benchmark of Service Units to be delivered:

by September 30 th :	6 Units	(25%)
by December 31 st :	12 Units	(50%)
by March 31 st :	18 Units	(75%)
by June 30 th :	25 Units	(100%)

II. PERFORMANCE REPORTING

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

CONTRACTOR shall provide a CDA-1022, California Legal Services Quarterly Aggregate Report Form to the COUNTY describing the progress of services by October 20, 2010, January 20, 2011, April 20, 2011 and July 20, 2011. The California Legal Services Quarterly Aggregate Report Form shall be in the form of CDA-1022, Exhibit D-5.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2010, January 10, 2011, April 10, 2011 and July 10, 2011. The Narrative Report shall be in the form of 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, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark, and reimbursement may be limited as per Section IV. Invoice/Payment Provisions.

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 budgeted costs less program income and non-matching contributions, multiplied by the matching requirement percentage.

IV. INVOICE/PAYMENT PROVISIONS

If CONTRACTOR delivers less than the benchmark of service units for two (2) consecutive quarters, COUNTY's payment to CONTRACTOR may be limited to an amount of grant funds based on the percentage of services provided year to date. The benchmark is identified in Section II, Performance Reporting, and a 20% variance is allowed. This restriction will be lifted by the County Contract Manager once CONTRACTOR meets acceptable performance outcomes.

The maximum amount of grant funds allowed to be drawn down per month cannot exceed 10% of the overall grant, unless approved in writing by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions of this Agreement. Claims for payment shall be submitted in the form set

forth in Exhibit D-1, Sample Invoice, by the 10th 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, 2011.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. **Equipment must be received by June 30, 2011 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.**

One Time Only Funding:

\$16,536 for the purchase of computers, computer equipment, computer accessories, and computer software, to support baseline services.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title III-B for the period July 1, 2010 to June 30, 2011 shall not exceed **one hundred twenty-three thousand, two hundred and thirty-six dollars (\$123,236).**

**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:

109

Cost per Unit of Service: \$55.1559 (109 x \$55.1559 = \$6,012*)

*** Rounded to nearest dollar**

Benchmark of Service Units to be delivered:

by September 30 th :	25 Units	(25%)
by December 31 st :	50 Units	(50%)
by March 31 st :	75 Units	(75%)
by June 30th:	109 Units	(100%)

II. PERFORMANCE REPORTING

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

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2010, January 10, 2011, April 10, 2011 and July 10, 2011. The Narrative Report shall be in the form of **Exhibit D-4**.

CONTRACTOR shall provide a California Elder Abuse Prevention Quarterly Activity Report Form to the COUNTY describing the progress of services by April 10, 2011 and July 10, 2011. 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, and reimbursement may be limited as per Section IV. Invoice/Payment Provisions.

III. MATCH REQUIREMENTS

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

IV. INVOICE/PAYMENT PROVISIONS

If CONTRACTOR delivers less than the benchmark of service units for two (2) consecutive quarters, COUNTY's payment to CONTRACTOR may be limited to an amount of funds based on the percentage of services provided year to date. The benchmark is identified in Section II, Performance Reporting, and a 20% variance is allowed. This restriction will be lifted by the County Contract Manager once CONTRACTOR meets acceptable performance outcomes.

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions of this Agreement. Claims for payment shall be submitted in the form set forth in Exhibit D-1, Sample Invoice, by the 10th 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, 2011.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. **Equipment must be received by June 30, 2011 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.**

The maximum amount to be paid by COUNTY to CONTRACTOR for Title VII-B for the period July 1, 2010 to June 30, 2011 shall not exceed **six thousand and twelve dollars (\$6,012).**

Monterey County AAA Budget Certification Report

Fiscal Year 2010-2011

Title III-B Legal Services

Legal Services for Seniors

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	100,778	21,360
Payroll Taxes	7,705	-
Employee Benefits	13,597	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	4,800	-
Conference / Trainings / Meetings	1,000	-
Professional Fees: Acctg/Legal/DP	18,000	-
Equipment Purchase	12,000	-
Equipment Rental / Maintenance	3,000	-
Occupancy	41,727	-
Insurance (Not Vech / Occ)	3,600	-
Utilities / Communications	6,600	-
Postage / Shipping	1,200	-
Printing / Publication	950	-
Public Relations / Advertising	1,000	-
Subs / Membership Dues	5,400	-
Supplies	7,536	-
Food / Food Service	-	-
Vehicle Operation	-	-
Overhead (8% limit)	-	-
Awards / Events	-	-
Low Income Subsidy	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	228,893	21,360

0 * *
106,700.00 +
16,536.00 +
123,236.00 * +

AAA Grant	NSIP Grant	OTO Grant	Required Match
106,700 ✓	-	16,536 ✓	23,824
Project Income	CNonMatch	CashMatch	IKMatch
-	24,000	81,657	21,360
			GRTotal
			250,253

I certify that the amounts displayed are accurate and correct.

Provider Signature: Felipe M. Mendez Date: 4-18-11 Revision Date: _____
 AAA Fiscal Officer: Veronica Santana
 AAA Management Analyst: Etter Hunt Date: 4/22/2011

Monterey County AAA Budget Certification Report

Legal Services for Seniors Title 7B Elder Abuse Prevention Fiscal Year 2010-2011

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	8,194	-
Payroll Taxes	627	-
Employee Benefits	1,561	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	-	-
Conference / Trainings / Meetings	-	-
Professional Fees: Acctg/Legal/DP	-	-
Equipment Purchase	469	-
Equipment Rental / Maintenance	-	-
Occupancy	-	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	-	-
Postage / Shipping	-	-
Printing / Publication	-	-
Public Relations / Advertising	-	-
Subs / Membership Dues	-	-
Supplies	-	-
Food / Food Service	-	-
Vehicle Operation	-	-
Overhead (8% limit)	-	-
Awards / Events	-	-
Low Income Subsidy	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	10,851	10,851

0 * *
5,543 * 00 +
469 * 00 +
6,012 * 00 * +

AAA Grant	NSIP Grant	OTO Grant	IKNonMatch	CashMatch	IKMatch	GRTotal	Required Match
5,543	✓	469	-	4,839	-	10,851	10,851

I certify that the amounts displayed are accurate and correct.

Revision Date

Approved by *Monica Portner* Date 4-18-11
 AAA Fiscal Officer

Approved by *Ellen King* Date 4/22/2011
 AAA Management Analyst

AAA Name:		PSA Number:
Person Completing Report:		Telephone No:
Email Address:		Date Submitted:
Reporting Quarter:	Quarterly Reporting Period:	
Units of Service: The Area Agency on Aging must perform at least one activity from the table below.		
Public Education Sessions	# of Sessions:	Sample Topics:
Training Sessions for Professionals	# of Sessions:	Sample Topics:
Training Sessions for Caregivers Served by Title III E	# of Sessions:	Sample Topics:
Hours Spent Developing a Coordinated System to Respond to Elder Abuse	# of Hours:	Sample Activities:
Educational Materials Distributed	# of Materials:	Sample Materials:
The Area Agency on Aging must indicate how many individuals were served by the above activities.		
Individuals Reached through Activities	# of Individuals:	

INSTRUCTIONS

AAA Name: Enter the name of the Area Agency on Aging.

PSA Number: Enter your Planning and Service Area (PSA) number.

Person Completing Report: Enter the name of the person completing this form.

Telephone No: Enter the telephone number of the person completing this form.

Email Address: Enter the email address of the person completing this form.

Date Submitted: Enter the date the report is submitted.

Reporting Quarter: Enter 1st, 2nd, 3rd or 4th Quarter

Quarterly Reporting Period: Enter the months, days and the year of the reporting quarter, e.g., July 1 to September 30, 2010.

UNITS OF SERVICE: The Area Agency on Aging must perform at least one activity from the Units of Service listed on the form.

Public Education Sessions, Training Sessions for Professionals, and Training Sessions for Caregivers Served by Title III-E: Indicate the number of sessions and topic(s) discussed.

Hours Spent Developing a Coordinated System to Respond to Elder Abuse: Indicate the number of hours and describe the types of activities in which the Area Agency on Aging was involved.

Educational Materials Distributed: Indicate the number and describe the type(s) of materials distributed.

INDIVIDUALS REACHED THROUGH ACTIVITIES: Indicate the number of individuals served by this program during the reporting quarter who were reached through any of the activities funded by this program.

Please email the completed form to stateomb@aging.ca.gov.