# **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:
  - 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:

Exhibit AAA Scope of Services/Payment Provisions

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

Exhibit B

**DSS Additional Provisions** 

Program Budgets

CC-1 Title III-B (October 1, 2013 – June 30, 2014)

CC-2 Title III-E

	CCC-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	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:

By:  Elliott Robinson, DSS Director	CONTRACTOR: Legal Services for Seniors  By:
Date:	Title: Vortegent
	(Chair/President/Vice-President)
Approved as to Form:	Date:
Deputy County Counsel	By: Carol Kolb
Date: _5/12/14	Title: TREASURER
	(Secretary/Treasurer/CFO)
Approved as to Fiscal Profisions:	Date: 4/38/14

Legal Services for Seniors Amendment #2 to Agreement #A-12532 Page 2 of 2

### **EXHIBIT AAA**

### SCOPE OF SERVICES/PAYMENT PROVISIONS

### LEGAL SERVICES FOR SENIORS

# JULY 1, 2013 - JUNE 30, 2014

### I. CONTACT INFORMATION

Contact Person &

Disaster Preparedness

Coordinator:

Kellie Dunnett Morgantini

Executive Director, Attorney

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. 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

Funding Type	7/1/13 – 9/30/13 amounts	10/1/13 — 6/30/14 amounts	FY 2013-14 TOTALS
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
TOTAL	\$31,623	\$106,334	\$137,957

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,

**EXHIBIT AAA-2** 

# 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).

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.

# 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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Volunteer Reimbursements		•	
Travel / Vol Travel	570		
Conference / Trainings / Meetings	186		
Professional Fees: Acctg/Legal/DP	482		
Equipment Purchase	1,200	•	
Equipment Rental / Maintenance	150		
Occupancy	3,030	ı	
Insurance (Not Vech / Occ)	202		
Utilities / Communications	423	•	
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Public Relations / Advertising	3,300		
Subs / Membership Dues	2,960		
Supplies	750		
Food / Food Service		•	
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Overhead (8% limit)		•	
Awards / Events	•	,	
Client Support	1		
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