

# COUNTY OF MONTEREY

## Legal Services for Seniors

### AMENDMENT #1 to AGREEMENT #A-12776

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 between the parties executed on August 21, 2014 (hereinafter, "Original Agreement") **by increasing the Federal share of cost by \$53 due to one-time-only Federal funding, increasing the total contract amount to \$130,152.** Therefore, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits AA, A-1, A-2 and AA-3** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide legal support services to Monterey County seniors.

2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:

2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA, A-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 **\$130,152.**

3. Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS of the Original Agreement is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit AA Scope of Services/Payment Provisions**

A-1 Title III-B, Scope of Services: Legal Assistance

A-2 Title III-E, Scope of Services: Family Caregiver Legal Assistance

**AA-3 Title VII-B, Scope of Services: Elder Abuse Prevention**

**Exhibit B DSS Additional Provisions**

**Program Budgets**

C-1 Title III-B

C-2 Title III-E

**CC-3 Title VII-B**

ORIGINAL

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 Acquisition Guidelines
Exhibit E	HIPAA Certification
Exhibit F	Elder Abuse & Neglect Reporting Certification
Exhibit G	Lobbying Certification
Exhibit H	Audit Requirements

4. Sections 1.03 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

**1.03 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 C-1, C-2 and CC-3. Only the costs listed in Exhibits C-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, A-1, A-2 and AA-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibits AA, A-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-3 and C-3 of the Original Agreement are rescinded, and replaced by **Exhibits AA, AA-3 and CC-3** attached.

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

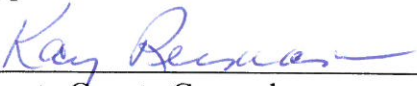
IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY:**

By:   
Elliott Robinson, DSS Director

Date: 12/18/14

**Approved as to Form:**

  
Deputy County Counsel

Date: 12/12/14

**Approved as to Fiscal Provisions:**

  
Auditor-Controller's Office

Date: 12/17/14


**CONTRACTOR:**

**Legal Services for Seniors**

By: 

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

Date: 12/9/14

By: 

Title: Secretary  
(Secretary/Treasurer/CFO)

Date: 12/9/14



SCOPE OF SERVICES/PAYMENT PROVISIONS

LEGAL SERVICES FOR SENIORS

JULY 1, 2014 - JUNE 30, 2015

**I. CONTACT INFORMATION**

Contact Person & Disaster Preparedness Coordinator:	Kellie Dunnett Morgantini Executive Director, Attorney <a href="mailto:Kellie@lssmc.net">Kellie@lssmc.net</a>
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 A-1, A-2 and AA-3. 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 A-1, A-2 and **AA-3**.

#### **VII. 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, 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 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, 2015.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2015 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.

#### VIII. PAYMENT SUMMARY

<i>Funding Type</i>	<i>FY 2014-15 TOTALS</i>	<i>7/1/14 – 9/30/14 Maximum Amounts</i>
Title III B	\$100,000	\$24,999
Title III E	\$25,000	\$6,251
Title VII B	<b>\$5,152</b>	\$1,275
<b>TOTAL:</b>	<b>\$130,152</b>	\$32,525

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2014 through September 30, 2014 shall not exceed thirty-two thousand, five hundred and twenty-five dollars (\$32,525). Unused funds will roll-over to the remaining contract period beginning October 1, 2014.

The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2014 through June 30, 2015 shall not exceed **one hundred thirty thousand, one hundred and fifty-two dollars (\$130,152)**.

This Agreement is funded by the California Department of Aging (CDA) Agreement #AP-1415-32. The terms and conditions of CDA Agreement #AP-1415-32 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.

## EXHIBIT AA-3

### **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:

24 for Public Education Sessions

40 for Training of Professionals

64 Total Service Units

Benchmark of Service Units to be delivered:

by September 30<sup>th</sup>: 16 Units (25%)

by December 31<sup>st</sup>: 32 Units (50%)

by March 31<sup>st</sup>: 48 Units (75%)

by June 30<sup>th</sup>: 64 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, 2014, January 10, 2015, April 10, 2015 and July 10, 2015. 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, 2014 through September 30, 2014 shall not exceed one thousand, two hundred and seventy-five dollars (\$1,275). Unused funds will roll-over to the remaining contract period beginning October 1, 2014.

The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2014 through June 30, 2015 shall not exceed **five thousand, one hundred and fifty-two dollars (\$5,152).**

## Monterey County AAA Budget Certification Report

Fiscal Year 2014-2015

Title 7B Elder Abuse Prevention

Legal Services for Seniors

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	9,056	-
Payroll Taxes	693	-
Employee Benefits	1,093	-
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	-	-
Printing / Publication	-	-
Public Relations / Advertising	-	-
Subs / Membership Dues	53	-
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>10,895</b>	<b>10,895</b>

AAA Grant	5,099	NSIP Grant	-	OTO Grant	53	IKNonMatch	-	CashMatch	5,743	IKMatch	-	GRTotal	10,895	Required Match	-
Project Income	-	CNonMatch	-	IKNonMatch	-	CashMatch	5,743	IKMatch	-	GRTotal	10,895	Required Match	-		

I certify that the amounts displayed are accurate and correct.

Provider Signature Kellie D. Magagnoli Revision Date 12/4/14

Approved by Veronica Cortina Date 11-13-14  
AAA Fiscal Officer

Approved by \_\_\_\_\_ Date \_\_\_\_\_  
AAA Management Analyst