

ORIGINAL

# COUNTY OF MONTEREY

## Legal Services for Seniors

### AMENDMENT #1 to AGREEMENT #A-13591

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 June 26, 2017 (hereinafter, "Original Agreement") **by increasing the Federal share of cost by \$280.00, effective April 1, 2018, due to one-time-only Federal funding increasing the total contract amount to \$126,229.00.** 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 **Exhibit AA**, 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** 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 **\$126,229.00.**
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:

<b>Exhibit AA</b>	<b>Scope of Services/Payment Provisions</b>
A-1	Title III-B, Scope of Services: Legal Assistance
A-2	Title III-E, Scope of Services: Family Caregiver Legal Assistance
<b>AA-3</b>	<b>Title VII-B, Scope of Services: Elder Abuse Prevention</b>
Exhibit B	DSS Additional Provisions
Exhibit C-1	Title III-B
Exhibit C-2	Title III-E

**Exhibit 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	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 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 Original AGREEMENT and 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: [Signature]  
Elliott Robinson, DSS Director

Date: 3/22/18

**Approved as to Form:**

[Signature]  
Deputy County Counsel

Date: 3-15-18

**Approved as to Fiscal Provisions:**

[Signature]  
Auditor-Controller's Office

Date: 3-21-18

**CONTRACTOR:**

**Legal Services for Seniors**

By: [Signature]

Title: PRESIDENT  
(Chair ~~President~~ Vice-President)

Date: 3-9-18

By: [Signature]

Title: Treasurer  
(Secretary/Treasurer/CFO)

Date: 3-9-18

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**LEGAL SERVICES FOR SENIORS**

**JULY 1, 2017 - JUNE 30, 2018**

**I. CONTACT INFORMATION**

Contact Person &  
Disaster Preparedness  
Coordinator:

Kellie Dunnett Morgantini  
Executive Director  
[kellie@lssmc.net](mailto:kellie@lssmc.net)

County Contract Manager:

Kathleen Murray-Phillips, Management Analyst  
Area Agency on Aging  
Department of Social Services  
1000 South Main Street Suite 301  
Salinas, CA 93901  
(831) 796-3530  
Fax: (831) 757-9226

**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. 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.

#### **IV. SERVICES TO BE PROVIDED BY CONTRACTOR**

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

#### **V. 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

#### **VI. 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.

#### **VII. 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 A-1, A-2 and AA-3.

## **VIII. EQUIPMENT**

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over \$500.

Competitive quotations shall be solicited for Equipment purchases. 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.

Equipment purchases over \$500 must follow the Purchasing Guidelines thresholds below:

- 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 is required.

## **IX. 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 A-1, A-2 and AA-3 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> 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, 2018, with the final invoice due no later than June 10, 2018. CONTRACTOR acknowledges that all funding under this Agreement will be exhausted by May 31, 2018; however, services will continue through June 30, 2018 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, 2018 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.

#### **PAYMENT SUMMARY**

<i>Funding Type</i>	<i>FY 2017-18 TOTALS</i>	<i>7/1/17 – 9/30/17 Maximum Amounts</i>
Title III B	\$100,000	\$27,272
Title III E	\$20,964	\$5,241
<b>Title VII B</b>	<b>\$5,265</b>	<b>\$1,246</b>
<b>TOTAL:</b>	<b>\$126,229</b>	<b>\$33,759</b>

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2017 through September 30, 2017 shall not exceed thirty-three thousand, seven hundred and fifty-nine dollars (\$33,759). Unused funds will roll-over to the remaining contract period beginning October 1, 2017.

The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2017 through June 30, 2018 shall not exceed **one hundred twenty-six thousand, two hundred twenty-nine dollars (\$126,229)**.

This Agreement is funded by the California Department of Aging (CDA) Agreement #AP-1718-32. The terms and conditions of CDA Agreement #AP-1718-32 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.

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**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:

16 for Public Education Sessions

20 for Training of Professionals

36 Total Service Units

Benchmark of Service Units to be delivered:

by September 30 <sup>th</sup> :	9 Units	(25%)
by December 31 <sup>st</sup> :	18 Units	(50%)
by March 31 <sup>st</sup> :	27 Units	(75%)
by June 30 <sup>th</sup> :	36 Units	(100%)

**II. PERFORMANCE REPORTING**

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10<sup>th</sup> 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, 2017, January 10, 2018, April 10, 2018 and July 10, 2018. 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, 2017 through September 30, 2017 shall not exceed one thousand, two hundred and forty-six dollars (\$1,246). Unused funds will roll-over to the remaining contract period beginning October 1, 2017.

The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2017 through June 30, 2018 shall not exceed **five thousand two hundred and sixty-five dollars (\$5,265).**

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# Monterey County AAA Budget Certification Report

EXHIBIT CC-3

## Legal Services for Seniors

Title 7B Elder Abuse Prevention

Fiscal Year

2017-2018

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	17,213	-
Payroll Taxes	1,317	-
Employee Benefits	2,636	-
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	-	-
Supplies	280	-
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>21,446</b>	<b>-</b>

AAA Grant	NSIP Grant	OTO Grant		
4,985	-	280		
Project Income	CNonMatch	IKNonMatch	CashMatch	IKMatch
-	-	-	16,181	-
				GRTotal
				21,446
				Required Match
				-

I certify that the amounts displayed are accurate and correct.

Provider Signature

Revision Date 2/28/18

Approved by

AAA Fiscal Officer

Date

12/7/17

Approved by

AAA Management Analyst

Date

3.12.18

12/7/2017