

Senior Advocacy Services

Amendment Number 2

to the Agreement to Provide

**SERVICES RELATED TO THE HEALTH INSURANCE COUNSELING AND
ADVOCACY PROGRAM (HICAP), THE MEDICARE IMPROVEMENTS FOR
PATIENTS AND PROVIDERS ACT (MIPPA) AND THE OMBUDSMAN PROGRAM**

Funding Amount: **\$795,938**

Term: **07/01/2019 to 06/30/2020**

Agreement Number: AA-SAS-ADV-1920

This Amendment Number 2 ("Amendment") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Senior Advocacy Services, a California non-profit Corporation, (hereinafter "Contractor").

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement. The parties mutually desire to amend said Agreement to make the following changes:

1. Revise Article 2, Payment, to increase the Agreement amount by Ninety-Seven Thousand Two Hundred Sixty-Three Dollars (\$97,263.00) of Ombudsman Program funding from the California Department of Aging, for a new total of Seven Hundred Ninety-Five Thousand Nine Hundred Thirty-Eight Dollars (\$795,938.00); and
2. Replace the Funding Allocation Summary (Section 8) and the Ombudsman Budgets (Sections 9.1 and 9.2) in Exhibit B, Fiscal Provisions/Budget.

R E C I T A L S

WHEREAS, County and Contractor entered into that certain Agreement, dated July 1, 2019, for services related to the Health Insurance Counseling and Advocacy Program (HICAP), the Medicare Improvements for patients and Providers Act (MIPPA), and the Ombudsman program; and

WHEREAS, County and Contractor desire to amend the Agreement to provide additional services/additional funding for the Ombudsman Program from the California Department of Aging; and

NOW, THEREFORE, the parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein and hereto agree as follows:

SPECIFIC PROVISIONS

2. Payment.

Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Seven Hundred Ninety-Five Thousand Nine Hundred Thirty-Eight Dollars (\$795,938.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Exhibit B: Fiscal Provisions/Budget

8. Funding Allocation Summary.

| Program | CFDA# | Area Agency on Aging (AAA) Funds | | | | | FY 19/20 Baseline | FY 19/20 Adjustment | Total FY 19/20 Contract |
|---|--------|----------------------------------|-----------------------------------|-------------------------|------------------|---------------------------------|----------------------|------------------------|-------------------------------|
| | | Federal | Federal Baseline Adjustment | One-Time- Only (OTO) | State | State Baseline Adjustment | | | |
| OMBUDSMAN | | | | | | | | | |
| Ombudsman IIIB Supportive Services | 93.044 | \$21,697 | \$0 | \$0 | \$0 | \$0 | \$21,697 | \$0 | \$21,697 |
| Ombudsman IIIB | 93.044 | \$29,401 | \$0 | \$0 | \$82,056 | \$83,264 | \$111,457 | \$83,264 | \$194,721 |
| Ombudsman VIIA | 93.042 | \$39,554 | \$0 | \$0 | \$0 | \$0 | \$39,554 | \$0 | \$39,554 |
| Elder Abuse Prevention VIIB | 93.041 | \$6,751 | \$0 | \$0 | \$0 | \$0 | \$6,751 | \$0 | \$6,751 |
| OMBUDSMAN Subtotal | | \$97,403 | \$0 | \$0 | \$82,056 | \$83,264 | \$179,459 | \$83,264 | \$262,723 |
| OMBUDSMAN SPECIAL DEPOSIT | | | | | | | | | |
| Public Health L&C | | \$0 | \$0 | \$0 | \$7,930 | \$0 | \$7,930 | \$0 | \$7,930 |
| SHF Citations/Penalties | | \$0 | \$0 | \$13,999 | \$15,315 | \$0 | \$15,315 | \$13,999 | \$29,314 |
| SNF Q&A | | \$0 | \$0 | \$0 | \$37,667 | \$0 | \$37,667 | \$0 | \$37,667 |
| OMBUDSMAN SPECIAL DEPOSIT Subtotal | | \$0 | \$0 | \$13,999 | \$60,912 | \$0 | \$60,912 | \$13,999 | \$74,911 |
| HICAP (7/1/19 - 6/30/20) Total | 93.779 | \$399,246 | \$0 | \$0 | \$0 | \$0 | \$399,246 | \$0 | \$399,246 |
| MIPPA (7/1/19 - 9/29/19) Total | 93.071 | \$13,537 | \$1,227 | \$0 | \$0 | \$0 | \$13,537 | \$1,227 | \$14,764 |
| MIPPA (10/1/19 - 6/30/20) Total | 93.071 | \$40,613 | \$3,681 | \$0 | \$0 | \$0 | \$40,613 | \$3,681 | \$44,294 |
| | | \$550,799 | \$4,908 | \$13,999 | \$142,968 | \$83,264 | \$693,767 | \$102,171 | \$795,938 |

9. Budgets.

9.1. Title III B – Ombudsman

| LINE ITEMS FOR PROGRAM COST CATEGORIES | AAA FUNDS | MATCH | | NON-MATCH | | PROGRAM INCOME | TOTAL |
|---|------------------|-------|-----------------|--------------|---------|-------------------|------------------|
| | | CASH | IN-KIND | CASH | IN-KIND | | |
| PERSONNEL | | | | | | | |
| Salaries | 131,634 | | 12,000 | | | | 143,634 |
| Benefits | 26,327 | | | | | | 26,327 |
| TOTAL PERSONNEL | \$157,960 | | \$12,000 | | | | \$169,960 |
| TRAVEL & TRAINING | | | | | | | |
| Staff Travel | 6,850 | | | | | | 6,850 |
| Staff Training | 37 | | | | | | 37 |
| TOTAL TRAVEL & TRNG. | \$6,887 | | | | | | \$6,887 |
| EQUIPMENT | | | | | | | |
| Expendable Equipment | | | | | | | |
| Non-expendable Equipment | 3,000 | | | | | | 3,000 |
| TOTAL EQUIPMENT | \$3,000 | | | | | | \$3,000 |
| TOTAL CONSULTANTS | | | | | | | |
| OTHER COSTS: | | | | | | | |
| Rent/Bldg. Maintenance | 9,949 | | | | | | 9,949 |
| Communications | 1,437 | | | | | | 1,437 |
| Utilities | 284 | | | | | | 284 |
| Office Supplies | 1,729 | | | | | | 1,729 |
| Printing | 1,513 | | | | | | 1,513 |
| Postage | 713 | | | | | | 713 |
| Employee Mileage | 5,500 | | | | | | 5,500 |
| Repairs & Maintenance | 10,107 | | | | | | 10,107 |
| Outreach/advertising | 370 | | | | | | 370 |
| Outside Services | 6,917 | | | | | | 6,917 |
| Insurance | 2,594 | | | | | | 2,594 |
| Publications/Members | 222 | | | | | | 222 |
| Other | 7,236 | | | 566 | | | 7,802 |
| TOTAL OTHER COSTS | \$48,571 | | | \$566 | | | \$49,137 |
| * INDIRECT COSTS | | | | | | | |
| TOTAL PROGRAM COSTS | \$216,418 | | \$12,000 | \$566 | | | \$228,984 |

9.4. Ombudsman Special Deposit

| LINE ITEMS FOR PROGRAM COST CATEGORIES | AAA FUNDS | MATCH | | NON-MATCH | | PROGRAM INCOME | TOTAL |
|---|-----------------|-------|---------|-----------------|---------|-------------------|-----------------|
| | | CASH | IN-KIND | CASH | IN-KIND | | |
| PERSONNEL | | | | | | | |
| Salaries | 53,474 | | | 5,561 | | | 59,035 |
| Benefits | 5,084 | | | 2,000 | | | 7,084 |
| TOTAL PERSONNEL | \$58,558 | | | \$7,561 | | | \$66,119 |
| TRAVEL & TRAINING | | | | | | | |
| Staff Travel | | | | 2,503 | | | 2,503 |
| Staff Training | | | | 40 | | | 40 |
| TOTAL TRAVEL & TRNG. | | | | \$2,543 | | | \$2,543 |
| EQUIPMENT | | | | | | | |
| Expendable Equipment | | | | | | | |
| Non-expendable Equipment | | | | | | | |
| TOTAL EQUIPMENT | | | | | | | |
| TOTAL CONSULTANTS | | | | | | | |
| OTHER COSTS: | | | | | | | |
| Rent/Bldg. Maintenance | 6,974 | | | | | | 6,974 |
| Communications | 1,568 | | | | | | 1,568 |
| Utilities | 279 | | | | | | 279 |
| Office Supplies | | | | 1,176 | | | 1,176 |
| Printing | 471 | | | 444 | | | 915 |
| Postage | | | | 431 | | | 431 |
| Employee Screening/Testing | | | | | | | |
| Repairs & Maintenance | | | | 116 | | | 116 |
| Outreach/advertising | | | | 404 | | | 404 |
| Outside Services | 5,493 | | | | | | 5,493 |
| Insurance | 1,568 | | | | | | 1,568 |
| Publications/Members. | | | | | | | |
| Other | | | | 1,191 | | | 1,191 |
| TOTAL OTHER COSTS | \$16,353 | | | \$3,762 | | | \$20,115 |
| * INDIRECT COSTS | | | | | | | |
| TOTAL PROGRAM COSTS | \$74,911 | | | \$13,866 | | | \$88,777 |

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number AA-SAS-ADV-1920 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as of the date of the last signature.

CONTRACTOR

Senior Advocacy Services

By: 

Name: Crista Chelemedos

Title: Executive Director

Date: 11/18/19

COUNTY OF SONOMA

By: _____

Name: Karen Fies

Title: Director, Human Services
Department

Date: _____

APPROVED AS TO SUBSTANCE FOR
COUNTY

By: 

Name: Paul Dunaway

Title: Director, Adult & Aging Services
Division

☐ EXEMPT FROM COUNTY COUNSEL
REVIEW

APPROVED AS TO FORM FOR COUNTY

By: (attached)

County Counsel

☒ CERTIFICATES OF INSURANCE ON FILE
WITH COUNTY

☐ INSURANCE REQUIREMENT CHANGES
APPROVED OR WAIVED BY RISK
MANAGEMENT

By: 

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CONTRACTOR

Senior Advocacy Services

COUNTY OF SONOMA

By: _____
Name: Crista Chelemedos
Title: Executive Director

Date: _____

By: _____
Name: Karen Fies
Title: Director, Human Services
Department

Date: _____

APPROVED AS TO SUBSTANCE FOR
COUNTY

By: _____
Name: Paul Dunaway
Title: Director, Adult & Aging Services
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REVIEW

APPROVED AS TO FORM FOR COUNTY
By: _____
County Counsel

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[] INSURANCE REQUIREMENT CHANGES
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MANAGEMENT

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