

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), THE OMBUDSMAN PROGRAM, AND
ELDER ABUSE PREVENTION**

Funding Amount: **\$874,297.00**

Term: **07/01/2021 to 06/30/2022**

Agreement Number: AA-SAS-ADV-2122

This Amendment Number 1 ("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 Seventy-One Thousand Four Hundred Ninety-Five Dollars (\$71,495.00), for a new total of Eight Hundred Seventy-Four Thousand, Two Hundred Ninety-Seven Dollars (\$874,297.00); and
2. Replace Section 8. Funding Allocation Summary; and
3. Add Section 9.7 for the line item budget for MIPPA (September 1, 2021-August 31, 2022) in Exhibit B, Fiscal Provisions/Budgets.

RECITALS

WHEREAS, County and Contractor entered into that certain Agreement, dated July 1, 2021, for services related to the Health Insurance Counseling and Advocacy Program (HICAP), the Medicare Improvements for patients and Providers Act (MIPPA), the Ombudsman program, and Elder Abuse Prevention; and

WHEREAS, County and Contractor desire to amend the Agreement to adjust for actual funding allocations for MIPPA from September 1, 2021 through August 31, 2022;

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.

For all services and incidental costs required hereunder, 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 Eight Hundred Seventy-Four Thousand, Two Hundred Ninety-Seven Dollars (\$874,297.00), 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/Budgets

8. Funding Allocation Summary.

Program	CFDA#	Area Agency on Aging (AAA) Funds					Local Funds	FY 21/22 Baseline	FY 21/22 Adjustment	Total FY 21/22 Contract	Amendment 2 Changes
		Federal	Federal Baseline Adjustment	One-Time-Only (OTO)	State	State Baseline Adjustment	Marin General Fund				
OMBUDSMAN											
OAA IIIB Supportive Services		\$17,822	\$0	\$0	\$0	\$0	\$0	\$17,822	\$0	\$17,822	
Ombudsman Title IIIB	93.044	\$28,365	\$0	\$0	\$173,583	\$0	\$0	\$201,948	\$0	\$201,948	
Ombudsman VIIA	93.042	\$42,418	\$0	\$0	\$0	\$0	\$0	\$42,418	\$0	\$42,418	
State Public Health L&C		\$0	\$0	\$0	\$7,263	\$0	\$0	\$7,263	\$0	\$7,263	
State Health Facilities Citations Penalties		\$0	\$0	\$0	\$15,315	\$0	\$0	\$15,315	\$0	\$15,315	
(SNF) Quality and Accountability		\$0	\$0	\$0	\$34,500	\$0	\$0	\$34,500	\$0	\$34,500	
Ombudsman Total		\$88,605	\$0	\$0	\$230,661	\$0	\$0	\$319,266	\$0	\$319,266	
HICAP	93.324										
Reimbursement (Ins Fund)		\$0	\$0	\$0	\$180,421	\$0	\$0	\$180,421	\$0	\$180,421	
State HICAP Fund		\$0	\$0	\$0	\$90,172	\$0	\$0	\$90,172	\$0	\$90,172	
State HICAP Augmentation Fund (for 1 FTE Volunteer Coord)		\$0	\$0	\$0	\$53,307	\$0	\$0	\$53,307	\$0	\$53,307	
Federal SHIP Funds for 7/1/21 through 3/31/22		\$87,068	\$0	\$0	\$0	\$0	\$0	\$87,068	\$0	\$87,068	
Federal SHIP Funds for 4/1/22 through 6/30/22		\$28,997	\$0	\$0	\$0	\$0	\$0	\$28,997	\$0	\$28,997	
Marin Contribution		\$0	\$0	\$0	\$0	\$0	\$13,170	\$13,170	\$0	\$13,170	
HICAP Total		\$116,065	\$0	\$0	\$323,900	\$0	\$13,170	\$453,135	\$0	\$453,135	
MIPPA - For 7/1/21 through 8/30/21	93.071	\$23,851	\$0	\$0	\$0	\$0	\$0	\$23,851	\$0	\$23,851	
MIPPA - For 9/1/21 through 6/30/22	93.071	\$0	\$71,495	\$0	\$0	\$0	\$0	\$0	\$71,495	\$71,495	\$71,495
Elder Abuse Prevention VIIB	93.041	\$6,550	\$0	\$0	\$0	\$0	\$0	\$6,550	\$0	\$6,550	
CONTRACT TOTAL		\$235,071	\$71,495	\$0	\$554,561	\$0	\$13,170	\$802,802	\$0	\$874,297	
Amendment #2 Changes			\$71,495								\$71,495

9. Budgets.

9.7. MIPPA (September 1, 2021-August 31, 2022)

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		COUNTY REALIGNMENT		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND	MATCH	NON-MATCH	CASH	IN-KIND		
PERSONNEL									
Salaries	61,796								61,796
Benefits	1,675								1,675
TOTAL PERSONNEL	\$63,471								\$63,471
TRAVEL & TRAINING									
Staff Travel	1,385								1,385
Staff Training									
TOTAL TRAVEL & TRNG.	\$1,385								\$1,385
EQUIPMENT									
Expendable Equipment									
Non-expendable Equipment									
TOTAL EQUIPMENT									
TOTAL CONSULTANTS									
OTHER COSTS:									
Rent/Bldg. Maintenance									
Communications	416								416
Utilities									
Office Supplies	554								554
Printing	485								485
Postage	236								236
Employee Screening/Testing									
Repairs & Maintenance									
Outreach/advertising									
Outside Services	520								520
Insurance	1,039								1,039
Publications/Members.	173								173
Other	3,216					845			4,061
TOTAL OTHER COSTS	\$6,639					\$845			\$7,484
* INDIRECT COSTS									
TOTAL PROGRAM COSTS	\$71,495					\$845			\$72,340

Except as expressly modified in this Amendment, the terms and conditions of Agreement Number AA-SAS-ADV-2122 and Amendment 1 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

COUNTY OF SONOMA

By: 

Name: Crista Barnett Nelson
Title: Executive Director

Date: 9/21/21

By: _____

Name: Angela Struckmann
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: Adam Radtke, Deputy
County Counsel

☐ CERTIFICATES OF INSURANCE ON FILE
WITH COUNTY

☐ INSURANCE REQUIREMENT CHANGES
APPROVED OR WAIVED BY RISK
MANAGEMENT

By: _____