County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
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First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 6, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**COMMUNITY AND SENIOR SERVICES DEPARTMENT:
AUTHORIZATION TO EXECUTE CONTRACT AMENDMENTS
FOR COMMUNITY AND SENIOR SERVICES' (CSS) FISCAL YEAR (FY) 2007-08
OLDER AMERICANS ACT (OAA) TITLE III SUPPLEMENTAL GRANT AWARDS
(ALL DISTRICTS AFFECTED) (3 VOTES)**

SUBJECT

The purpose of this Board letter is to request approval to execute contract amendments with eight service providers using supplemental one-time funding received from the California Department of Aging (CDA). The funding amounts recommended for allocation exceed 25 percent of each service provider's amended contract amount. The amendments will allow for the provision of additional family caregiver and care management services throughout the County.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Community and Senior Services (CSS), or designee, to execute contract amendments in substantially similar form to Attachment A (Family Caregiver Support Program) and Attachment B (Integrated Care Management Program) for Older Americans Act (OAA) Title III-B and III-E One-Time-Only (OTO) supplemental funds received from the CDA. The amendments will be executed with the eight service providers shown on Attachment C, (Rows 2, 11, 15, 17, 19, 21, 22 and 23), in the amounts indicated for the provision of family caregiver and care management services, effective upon execution of both parties through June 30, 2008. The proposed OAA OTO funding amounts allocated to eight service providers exceed 25 percent of each provider's amended contract amount and the Director of CSS' delegated authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This recommended action will enable CSS to: 1) amend contracts with eight service providers, whose recommended allocation exceeds the 25 percent delegated authority of the CSS Director, to enhance family caregiver and care management services. This action will allow CSS to expend OAA Title III-B and III-E One-Time-Only funds, received in December 2007 which must be spent by June 30, 2008. In the event that they are unexpended, the funds must be returned to the CDA. On June 26, 2007, your Board previously authorized delegated authority to the Director of CSS to accept future OAA funding augmentations from the CDA and execute contract amendments provided that the amount of change does not exceed 25 percent of the amended contract amount.

The State OTO supplemental funds are designated for use in providing enhanced services during the current fiscal year and should be directed at one-time activities which include providing additional contract services, conducting special projects, and/or the purchase of equipment that will help to improve the quality and provision of services to eligible clients throughout the County. The determination of OTO funding availability for allocation this fiscal year was based on discussions through a series of stakeholder meetings, and an analysis of the Title III-B Home-Based Care and Integrated Care Management Programs and the Title III-E Family Caregiver Support Program funded agency's performance for the first six months of the fiscal year.

In addition to the eight contracts referenced above, CSS is currently executing 15 contract amendments for additional funding to provide enhanced supportive, care management and family caregiver services. The OTO funding allocation for these 15 contract amendments (listed on Attachment C) is within the CSS Director's current 25 percent delegated authority. The additional funding for the eight supportive services contracts exceeds CSS' current 25 percent delegated authority by $202,885, therefore Board approval is required. These eight contracts are also listed on Attachment C.

Execution of these 23 contract amendments will enable CSS to provide approximately 7,200 additional hours of home-based care services, 8,400 hours of care management services, and 10,200 hours of family caregiver support program services through the end of this fiscal year.

Performance Measures

To comply with federal and state funding source requirements, CSS has developed the following performance standards to measure program effectiveness:

- Percentage of caregivers whose ability to provide care has increased or improved as a result of the support services provided;
- Percentage of participants who reported improved social functions and emotional well-being; and
- Percentage of participants served who are minority, low-income, disabled and aged 75+ exceeds the national average.

Agencies are required to develop benchmark criteria for each performance standard. CSS will assess the agencies' performance during each monitoring visit.

Implementation of Strategic Plan Goals

The recommended action supports the Countywide Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Fiscal Responsibility.

FISCAL IMPACT/FINANCING

The OTO CDA funding will enhance administration of supportive services programs to older adults aged 60+, disabled adults aged 18+ and caregivers in its Planning and Service Area (PSA), Los Angeles County – excluding the City of Los Angeles. There will be no impact on the County general fund cost. The OTO funding breakdown for the OAA programs is as follows:

The eight OTO contract amendments for the provision of enhanced supportive and care management services, of which $202,885 exceeds the Director's delegated authority (contract sum increased greater than 25 percent)	**$476,718**
The 15 OTO contract amendments for the provision of enhanced supportive and care management services within the Director's delegated authority (contract sum increased 25 percent or less)	**$341,834**
TOTAL	**$818,552**

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CSS has current contracts with each of the providers listed in Attachment C to provide supportive and care management services to residents within Los Angeles County. These contracts have been executed based on County and the CDA requirements and follow OAA and other applicable federal guidelines. The supportive services contract term began July 1, 2006, and the care management contract term began July 1, 2005. Both contracts are due to expire on June 30, 2008. The types of supportive services provided by these contractors include, but are not limited to, the following: home-based care, family caregiver support, and care management.

CONTRACTING PROCESS

All agencies being recommended for funding were successful in the RFP process conducted by CSS (OAA Title III grant-funded programs). Each of the recommended service providers has demonstrated satisfactory contract performance during the funding cycle.

Monitoring

Monitoring of the supportive services programs is conducted on an annual basis and will include administrative and programmatic monitoring to ensure contract compliance. Program monitoring is accomplished through the CSS Contracts Compliance Division. Fiscal compliance monitoring will be conducted bi-annually by an approved vendor procured through the Auditor-Controller.

IMPACT ON CURRENT SERVICES

The recommended action will give CSS authority to provide additional funding to community-based contract agencies that provide supportive services, and other enhanced program services under the OAA. Through the CDA OTO funds, the CSS is able to provide critical program operations that enhance services to older adults and their caregivers countywide.

CONCLUSION

Upon Board approval, please mail one copy of the adopted Board letter to Ms. Sonja Ivey-Rojas, CSS, 3175 West Sixth Street, Room 403, and Los Angeles, CA 90020. Ms. Ivey-Rojas may be reached at (213) 351-8917.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SH:MS
GP:RG:cvb

Attachments

c: County Counsel

May 6th BOS—042208 CSS AAA FY 2007-08 OTTO 050608 Board Letter1.doc

ATTACHMENT A

Contract No._____
Amendment No.____5____

COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES
OLDER AMERICANS ACT (OAA) SERVICES
SUPPORTIVE SERVICES PROGRAMS
AMENDMENT NO. FIVE TO CONTRACT NO. _____
FISCAL YEAR 2007-08

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES OLDER AMERICANS ACT (OAA) SERVICES SUPPORTIVE SERVICES PROGRAMS" CONTRACT ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES, THROUGH ITS DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS") AND _____ ("CONTRACTOR") ADOPTED BY THE BOARD OF SUPERVISORS ON JUNE 20, 2006 AND FURTHER IDENTIFIED AS AGREEMENT NO. _____ HEREINAFTER REFERRED TO AS "CONTRACT."

This Amendment is made and entered into by and between the County of Los Angeles, herein referred to as "County" and _____, hereinafter referred to as "CONTRACTOR."

WHEREAS, pursuant to the provisions of the Older Americans Act (Title 42, Chapter 35, Section 3001 et seq. of the U.S. Code) and the Older Californians Act (OCA) Welfare and Institutions Code (WIC), Division 8.5, Chapters 1-12, Section 9000 et seq., the California Department of Aging (CDA) is designated to administer the OAA/OCA for establishing quality supportive services including nutrition services, in the Congregate Meal Services Program and Home-Delivered Meals Program; Family Caregiver Support Program; and Home-Based Care Grant Program (hereinafter referred to as the "Program(s)"), and

WHEREAS, the parties hereto have previously entered into the above referenced Contract for the purpose of providing quality supportive and family caregiver services to residents of Los Angeles County for an amount not to exceed $ _____ for the full Contract period of July 1, 2006 – June 30, 2007; and

WHEREAS, on _____, this Contract was amended through Amendment Number One, to increase the Contract sum by $ _____ for the purpose of dedicating an additional allocation provided in Fiscal Year 2006-07, in exchange for additional defined program services/areas; and

WHEREAS, effective June 30, 2007 the Contract was amended through Amendment Number Two for the following purposes: 1) to extend its term (period of performance) for FY 2007-08 from July 1, 2007 thru June 30, 2008 not to exceed twelve (12) months unless terminated earlier as provided in the Standard Terms and Conditions, Section 62.0 (Termination for Convenience);

2) to dedicate an additional allocation for the period of performance covering Amendment Number Two for a new Contract sum of **$**_____ in exchange for additional defined program services provided to qualifying residents of Los Angeles County; and 3) to increase the original contracted unit rates by up to 6% (without impact to the Contract sum). Further, the parties mutually agree that the terms of Amendment Number Two have been effective since June 30, 2007 and are in force and binding for the period June 30, 2007 through the present; and

WHEREAS, on _____, this Contract was amended through Amendment Number Three to increase the Contract sum by $ _____ for Fiscal Year (FY) 2007-08 in exchange for additional nutrition program services/areas; and

WHEREAS, on _____, this Contract was amended through Amendment Number Four to increase the Contract sum by $ _____ for Fiscal Year (FY) 2007-08 in exchange for additional nutrition program services/areas; and

WHEREAS on **May 6, 2008,** the Board of Supervisors authorized the Director of Community and Senior Services or designee to execute an amendment to the Contract for the purpose of dedicating supplemental FY 2007-08 OAA/OCA One-Time-Only (OTO) funds received from the CDA, and amend the Contract sum in excess of 25% of the amended contract amount in exchange for additional defined program services; and

WHEREAS, COUNTY has determined that CONTRACTOR'S performance has been satisfactory, that the need for additional services exists, and that additional funding to continue such services is currently available; and

WHEREAS, COUNTY and CONTRACTOR desire to amend this Contract in accordance with the terms and conditions as set forth below:

NOW THEREFORE, in consideration of the foregoing, effective upon execution by both parties, the Contract is amended as follows:

I. TABLE OF CONTENTS, Exhibit B(e): Statement of Work/Proposed Program Services Addendum 5

Exhibit B-1(e) Congregate Meal Services Program (C-1),

Exhibit B-2(e) Home-Delivered Meals Program (C-2),

Exhibit B-3(e) Family Caregiver Support Program (Title III E),

Exhibit B-4(e) Home-Based Care Program (HBC), is added.

II. TABLE OF CONTENTS, Exhibit D(e): Budget Addendum 5

Exhibit D-1(e)(1) Elderly Nutrition Program(C-1/C-2),

Exhibit D-1(e)(2) Family Caregiver Support Program (Title III E),

Exhibit D-2(e) Home-Based Care Program (HBC), is added.

III. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.4 is amended to read as follows:

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, and any amendments thereto, the Statement of Work, and addendums thereto, Exhibits, and Attachments, or among Exhibits or Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract, and any amendments thereto; 2) Exhibit A, Mandated Program Requirements and any addendum thereto; 3) Exhibit B, Statement of Work/Proposed Program Services, Exhibit B(a), Statement of Work/Proposed Program Services Addendum 1, Exhibit B(b), Statement of Work/Proposed Program Services Addendum 2, Exhibit B(c), Statement of Work/Proposed Program Services Addendum 3, Exhibit B(d), Statement of Work/Proposed Program Services Addendum 4, Exhibit B(e), Statement of Work/Proposed Program Services Addendum 5, and any addendums thereto; 4) Exhibit C, Performance Requirements Summary; 5) Exhibit D, Budget, Exhibit D(a), Budget Addendum 1, Exhibit D(b), Budget Addendum 2, Exhibit D(c), Budget Addendum 3, Exhibit D(d), Budget Addendum 4, Exhibit D(e), Budget Addendum 5, and any addendums thereto; 6) Exhibit E, the Attachments, according to the following priority:

Attachment I.	CONTRACTOR'S Administration
Attachment II.	COUNTY'S Administration
Attachment III.	Charitable Contributions Certification
Attachment IV.	IRS Notice 1015
Attachment V.	County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
Attachment VI.	Safely Surrendered Baby Law Fact Sheet
Attachment VII.	CONTRACTOR'S EEO Certification

Attachment VIII.	CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
Attachment IX.	CONTRACTOR Non-Employee Acknowledgement And Confidentiality Agreement
Attachment X.	Auditor-Controller Contract Accounting and Administration Handbook
Attachment XI.	User Complaint Report (UCR)
Attachment XII.	Cost Allocation
Attachment XIII.	Joint Revenue Disclosure
Attachment XIV.	CONTRACTOR'S Obligations As A "Business Associate" Under the Health Insurance Portability And Accountability Act of 1996 (HIPAA)
Attachment XV.	Fixed Assets/Equipment Purchase Requirements
Attachment XVI.	Inventory Control Form

IV. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.5 (A) is amended to read as follows:

1.5(A) "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work/Proposed Program Services, Exhibit B(a), Statement of Work/Proposed Program Services Addendum 1, Exhibit B(b), Statement of Work/Proposed Program Services Addendum 2, Exhibit B(c), Statement of Work/Proposed Program Services Addendum 3, Exhibit B(d), Statement of Work/Proposed Program Services Addendum 4, and Exhibit B(e), Statement of Work/Proposed Program Services Addendum 5.

V. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.5 (B) is amended to read as follows:

1.5 (B) "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into this Contract with the COUNTY to perform or execute the work covered by Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work/Proposed Program Services, Exhibit B(a), Statement of Work/Proposed Program Services Addendum 1, Exhibit B(b), Statement of

Work/Proposed Program Services Addendum 2, Exhibit B(c), Statement of Work/Proposed Program Services Addendum 3, Exhibit B(d), Statement of Work/Proposed Program Services Addendum 4, and Exhibit B(e), Statement of Work/Proposed Program Services Addendum 5.

VI. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1 is amended to read as follows:

3.1 COUNTY and CONTRACTOR agree that this is a cost reimbursement contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for supplying the services set forth in Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work/Proposed Program Services, Exhibit B(a), Statement of Work/Proposed Program Services Addendum 1, Exhibit B(b), Statement of Work/Proposed Program Services Addendum 2, Exhibit B(c), Statement of Work/Proposed Program Services Addendum 3, Exhibit B(d), Statement of Work/Proposed Program Services Addendum 4, and Exhibit B(e), Statement of Work/Proposed Program Services Addendum 5.

VII. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.3.1 is amended to read as follows:

3.3.1 The maximum contract sum for the twelve (12) month period commencing July 1, 2007 through June 30, 2008 is $ _____ hereinafter referred to as the "Maximum Contract Sum."

VIII. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.6 is amended to read as follows:

3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality of services delivered. This Budget and any addendum thereto, is attached and incorporated by reference herein as Exhibit D, Budget, Exhibit D(a), Budget Addendum 1, Exhibit D(b), Budget Addendum 2, Exhibit D(c), Budget Addendum 3, Exhibit D(d), Budget Addendum 4, and Exhibit D(e), Budget Addendum 5. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 21.0, hereof, "Contract Modifications/Amendments", CONTRACTOR shall prepare and submit an amended Budget in

accordance with this Section.

IX. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.1 is amended to read as follows:

5.1 CONTRACTOR shall invoice COUNTY only for providing tasks, deliverables, goods, services, and other work specified in Exhibit A, Mandated Program Requirements and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be provided in Exhibit D, Budget, Exhibit D(a), Budget Addendum 1, Exhibit D(b), Budget Addendum 2, Exhibit D(c), Budget Addendum 3, Exhibit D(d), Budget Addendum 4, and Exhibit D(e), Budget Addendum 5. CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.

X. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.2 is amended to read as follows:

5.2 CONTRACTOR'S invoices shall be priced in accordance with Exhibit D, Budget, Exhibit D(a), Budget Addendum 1, Exhibit D(b), Budget Addendum 2 ,Exhibit D(c), Budget Addendum 3, Exhibit D(d), Budget Addendum 4, and Exhibit D(e), Budget Addendum 5.

XI. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.3 is amended to read as follows:

5.3 CONTRACTOR'S invoices shall reflect the information set forth in Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work/Proposed Program Services, Exhibit B(a), Statement of Work/Proposed Program Services Addendum 1, Exhibit B(b), Statement of Work/Proposed Program Services Addendum 2, Exhibit B(c), Statement of Work/Proposed Program Services Addendum 3, Exhibit B(d), Statement of Work/Proposed Program Services Addendum 4, and Exhibit B(e), Statement of Work/Proposed Program Services Addendum 5, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

XII. Part II: Standard Terms and Conditions, Section 24.0, Contractor's Work, Subsection 24.1 is amended to read as follows:

24.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit B,

Statement of Work/Proposed Program Services, Exhibit B(a), Statement of Work/Proposed Program Services Addendum 1, Exhibit B(b), Statement of Work/Proposed Program Services Addendum 2, Exhibit B(c) Statement of Work/Proposed Program Services Addendum 3, Exhibit B(d), Statement of Work/Proposed Program Services Addendum 4, Exhibit B(e), Statement of Work/Proposed Program Services Addendum 5, and Exhibit A, Mandated Program Requirements.

XIII. Exhibit B-1(e) and B-2(e), Statement of Work/Proposed Program Services Addendum 5 is added as an addendum to Exhibit B-1, Statement of Work/Proposed Program Services and Exhibit B-2, Statement of Work/Proposed Program Services, and is attached as Attachment 1.

XIV. Exhibit D-1(e)(1), Budget Addendum 5 is added as an addendum to Exhibit D-1, Congregate Meal Services Program (C-1), Home-Delivered Meals Program (C-2) and Family Caregiver Support Program (Title III E), and is attached as Attachment 2.

All other terms and conditions of the Contract shall remain in full force and effect.

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COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Five to be subscribed by the Director of Community and Senior Services and the CONTRACTOR have subscribed the same through its authorized officer, as of the day, month, and year first written above. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By_____
Cynthia D. Banks, Director
Community and Senior Services
County of Los Angeles

CONTRACTOR

_____
Contractor's Name (Print)

By _____
Authorized Signature Date

_____
Name (Print or Type)

_____
Title (Print or Type)

By _____
Authorized Signature Date

_____
Name (Print or Type)

_____
Title (Print or Type)

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY_____
Janice Kasai, Deputy County Counsel Date

CONTRACT NO. _____

AMENDMENT NO. 5

COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES
AREA AGENCY ON AGING PROGRAMS
AMENDMENT NO. FIVE TO CONTRACT NO.
FISCAL YEAR 2007-08

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES INTEGRATED CARE MANAGEMENT (ICM) PROGRAM CONTRACT" ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES, THROUGH ITS DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS"), AND ("CONTRACTOR") ADOPTED BY THE BOARD OF SUPERVISORS ON JUNE 21, 2005, AND FURTHER IDENTIFIED AS AGREEMENT NO. , HEREINAFTER REFERRED TO AS "CONTRACT."

This Amendment is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and , hereinafter referred to as "CONTRACTOR".

WHEREAS the Older Americans Act (OAA) [Title 42 United States Code Section (USCS) 3001-3058], Code of Federal Regulations (CFR) [45 CFR, Sections 1321.1 – 1321.83], California Code of Regulations (CCR), [Title 22 CCR, Section 7000 et seq.], Older Californians Act (OCA) [Welfare and Institutions Code (WIC), Division 8.5, Chapters 1-12, Section 9000 et seq.] and CSS Program memoranda/directives authorize and/or implement the Integrated Care Management Program (hereinafter, the "Program"), the purpose of which is to provide comprehensive, long-term services that utilize the care manager's professional skills and competence to serve the client, and link the client to a full range of appropriate services, using all available informal supports and funding sources; and

WHEREAS the parties hereto have previously entered into the above referenced Contract to provide intake screening (excludes Adult Protective Services (APS) cases), in-home assessment, care planning, service authorization/arrangement, case monitoring, and inter-agency coordination for an amount not to exceed **$** for the full Contract period of July 1, 2005 – June 30, 2006; and

WHEREAS on March 1, 2006 this Contract was amended through Amendment Number One for the following purposes: 1) to reflect a decrease in Adult Protective Services (APS) funds by **$** and an increase in Title III B funds by **$** for the period of March 1, 2006 – June 30, 2006, for a new Contract sum of **$** for the purpose of dedicating an additional allocation provided in Fiscal Year 2005-06, in exchange for

additional defined program services/areas; and 2) to replace the original Standard Terms and Conditions (Exhibit A) with the revised Standard Terms and Conditions (Exhibit A-1), which was provided to CONTRACTOR; and

WHEREAS on June 20, 2006 the Contract was amended through Amendment Number Two for the following purposes: 1) to further extend its term (period of performance) from July 1, 2006 thru June 30, 2007 on a month-to-month basis not to exceed twelve (12) months unless terminated earlier as provided in the Standard Terms and Conditions (Exhibit A-1), Section 1102 (Termination for Convenience); and 2) to dedicate an additional allocation for the period of performance covering Amendment Number Two (subject to the month-to-month condition) for a new Contract sum of **$** in exchange for additional defined program services provided to qualifying residents of Los Angeles County; and

WHEREAS effective June 30, 2007 the Contract was amended through Amendment Number Three for the following purposes: 1) to further extend its term for FY 2007-08 from July 1, 2007 thru June 30, 2008 for a period not to exceed twelve (12) months unless terminated earlier as provided in the Standard Terms and Conditions (Exhibit A-1), Section 1102 (Termination for Convenience); 2) to dedicate an additional allocation for the period of performance covering Amendment Number Three for a new Contract sum of **$** in exchange for additional defined program services provided to qualifying residents of Los Angeles County; and 3) to increase the original contracted unit rates by up to 6% (without impact to the Contract sum). Further, the parties mutually agree that the terms of Amendment Number Three have been effective since June 30, 2007 and are in force and binding for the period June 30, 2007 through the present; and

WHEREAS on the Contract was amended through Amendment Number Four for the purpose of dedicating additional OAA/OCA funds in exchange for additional defined program services provided to qualifying residents of Los Angeles County for the period of performance covering Amendment Number Four from July 1, 2007 thru June 30, 2008 for a new Contract sum of $; and

WHEREAS on May 6, 2008 the Board of Supervisors authorized the Director of Community and Senior Services or designee to execute an amendment to the Contract for the purpose of providing additional funding in excess of 25% of the amended contract amount for OAA One-Time-Only funds received from the California Department of Aging in exchange for additional defined program services; and

WHEREAS COUNTY has determined that CONTRACTOR'S performance has been satisfactory, that the need for additional services exists, and that additional funding to increase such services is currently available; and

WHEREAS COUNTY and CONTRACTOR desire to amend this Contract in accordance with the terms and conditions as set forth below:

NOW THEREFORE in consideration of the foregoing, effective upon execution by both

parties, the Contract is amended as follows:

I. Section 1, Applicable Documents, is deleted and replaced with the following:

SECTION 1. APPLICABLE DOCUMENTS

(a) The Contract consists of this six-page document, the Preamble, all prior Amendments and the following Exhibits, inclusive:

(1) Standard Terms and Conditions (Exhibit A-1)

(2) Mandated Program Requirements (Exhibit B)

(3) Statement of Work (Exhibit C)

(4) Statement of Work (Exhibit C-1)

(5) Statement of Work (Exhibit C-2)

(6) Statement of Work Addendum 1 (Exhibit C-3)

(7) Statement of Work Addendum 2 (Exhibit C-4)

(8) Statement of Work Addendum 3 (Exhibit C-5)

(9) Budget (Exhibit D)

(10) Budget (Exhibit D-1)

(11) Budget (Exhibit D-2)

(12) Budget Addendum 1 (Exhibit D-3)

(13) Budget Addendum 2 (Exhibit D-4)

(14) Budget Addendum 3 (Exhibit D-5)

(15) Performance Requirements (Exhibit E)

(16) Department Required Documents (Exhibit F)

(17) Program Required Documents (Exhibit G)

(b) In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between the Contract, and any

amendments thereto, the Statement of Work, and addendums thereto, Exhibits, and Attachments, or among Exhibits or Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract (including the seven-page Preamble and the Standard Terms and Conditions (Exhibit A-1)), and any amendment or addendum thereto; 2) the Mandated Program Requirements (Exhibit B), and any amendment or addendum thereto; 3) the Statement of Work (Exhibits C, C-1, C-2, C-3, C-4 and C-5), and any amendment or addendum thereto; 4) the Budget (Exhibits D, D-1, D-2, D-3, D-4 and D-5), and any amendment or addendum thereto; and 5) the Performance Requirements (Exhibit E), and any amendment or addendum thereto, of this Contract.

II. Section 2, CONTRACTOR Obligations, Subsection (b) is deleted and replaced with the following:

SECTION 2. CONTRACTOR OBLIGATIONS

(b) In addition to the other obligations set forth in the Contract, and subject to COUNTY oversight, the CONTRACTOR shall perform those activities identified in the Statements of Work (Exhibits C, C-1, C-2, C-3, C-4 and C-5) in accordance with applicable Mandated Program Requirements (Exhibit B).

III. Section 3, COUNTY Fiscal Obligation, is deleted and replaced with the following:

SECTION 3. COUNTY FISCAL OBLIGATION

The COUNTY agrees to reimburse the CONTRACTOR for satisfactory provision of services identified in the Mandated Program Requirements (Exhibit B), and the Statement of Work (Exhibit C) and its addendums (Exhibits C-1, C-2, C-3, C-4 and C-5) in accordance with relevant invoicing policies and procedures set forth in the Contract, provided, however, that the total amount obligated and paid to CONTRACTOR does not exceed the total value of the Contract as detailed in this Section 3, below.

The maximum total Contract sum for the FY 2005-06 Contract period of July 1, 2005 – June 30, 2006 is **$ (dollars).**

The maximum total Contract sum for the 12 month period of July 1, 2006 – June 30, 2007 is **$ (dollars)** with a monthly maximum Contract amount not to exceed **$ (dollars)**.

The maximum amount payable for the period July 1, 2007 – June 30, 2008 is **$ (dollars)**, hereinafter referred to as the "Maximum Contract Sum".

IV. The attached Statement of Work Addendum 3 (Exhibit C-5) is added and is an

addendum to the Statement of Work (Exhibit C).

V. The attached Budget Addendum 3 (Exhibit D-5) is added and is an addendum to the Budget (Exhibit D).

All other terms and conditions of the Contract shall remain in full force and effect.

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COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Five to be subscribed by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month, and year first written above. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____

Cynthia D. Banks, Director
Community and Senior Services
County of Los Angeles

CONTRACTOR

_____
Contractor's Name (Print or Type)

By _____
Authorized Signature Date

_____
Name (Print or Type)

_____
Title (Print or Type)

By _____
Authorized Signature Date

_____
Name (Print or Type)

_____
Title (Print or Type)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

By _____
Janice Kasai, Deputy County Counsel Date

COMMUNITY AND SENIOR SERVICES BOARD LETTER **FY 2007-2008 OAA TITLE III SUPPLEMENTAL FUNDING** **ATTACHMENT C**

	Agency	Program	Sup. Dist.	(a) 2007-08 Amended Budget	(b) 05/06/2008 III-B OTO	(b) 05/06/2008 III-E OTO	(c) Board Approval	(d) 2007-08 YTD TOTAL
1	Alhambra, City of	ICM	5	$ 34,193	$ 8,413			$ 42,606
2	Alzheimer's Association	FCSP	3,4	$ 62,891		$ 27,000	$ 11,278	$ 89,891
3	Antelope Valley Committee on Aging	ICM	5	$ 104,773	$ 20,315			$ 125,088
4	Behavioral Health Services	ICM	4	$ 60,222	$ 14,088			$ 74,310
5	El Monte, City of	ICM	1,5	$ 72,045	$ 15,586			$ 87,631
6	ESCAPA/Chinatown Social Services	HBC, FCSP	ALL	$ 359,825	$ 43,210	$ 43,734		$ 446,769
7	ESCAPA/Chinatown Social Services	ICM	ALL	$ 188,148	$ 26,262			$ 214,410
8	Gardena, City of	ICM	2	$ 47,602	$ 6,514			$ 54,116
9	Gardena, City of	C-1, C-2, III-B, HBC	2	$ 366,218	$ 6,428			$ 372,646
10	Human Services Association (HSA)	C-1, C-2, III-B, HBC	1,2	$ 1,032,685	$ 10,000			$ 1,042,685
11	Human Services Association (HSA)	ICM	1.2.4	$ 200,750	$ 57,028		$ 6,841	$ 257,778
12	Just RITE Community Programs, Inc.	HBC	2,3,4,5	$ 245,153	$ 32,928			$ 278,081
13	Norwalk, City of	HBC	4	$ 69,029	$ 16,100			$ 85,129
14	Pasadena/Huntington Hospital Association	ICM	1,4,5	$ 333,795	$ 16,199			$ 349,994
15	Pomona Valley Community Service	FCSP	1,4,5	$ 60,175		$ 18,200	$ 3,157	$ 78,375
16	Santa Anita Family Service	HBC, FCSP	1,5	$ 549,561		$ 14,972		$ 564,533
17	Santa Anita Family Service	ICM	1.5	$ 238,274	$ 71,837		$ 12,269	$ 310,111
18	Santa Clarita Valley Committee on Aging	C-1, C-2, III-B, HBC, FCSP	3,5	$ 662,278	$ 14,965	$ 10,660		$ 687,903
19	Santa Clarita Valley Committee on Aging	ICM	3,5	$ 145,500	$ 48,613		$ 12,238	$ 194,113
20	Southeast Area Social Services Funding Authority (SASSFA)	C-1, C-2, III-B, HBC, FCSP	1,4	$ 670,764		$ 41,460		$ 712,224
21	Special Services for Groups	FCSP	2,4	$ 54,324		$ 54,324	$ 40,743	$ 108,648
22	Special Services for Groups	ICM	2,4	$ 179,860	$ 46,145		$ 1,180	$ 226,005
23	USC/LA Caregiver Resource Center	FCSP	1,2,4,5	$ 153,571		$ 153,571	$ 115,179	$ 307,142
	TOTAL			**$ 5,891,636**	**$ 454,631**	**$ 363,921**	**$ 202,885**	**$ 6,710,188**
					$ 818,552			

Program Legend

C-1 = Title III-C-1 Congregate Meals Program	HBC = Home-Based Care Program
C-2 = Title III-C-2 Home-Delivered Meals Program	FCSP = Title III-E Family Caregiver Support Program
III-B = Title III-B Telephone Reassurance Program	ICM= Integrated Care Management Program