# Before the Board of Supervisors in and for the County of Monterey, State of California

## Agreement No. A-11852

- a. Approve and authorize the Director of the)
  Department of Social & Employment Services, or)
  his designee, to sign Amendment No. 1 to)
  Agreement No. A-11852 with Legal Services for)
  Seniors for the provision of services to Monterey)
  County Seniors for the period July 1, 2010 to June)
  30, 2011, adding \$17,005, increasing the total)
  contract amount to \$151,556; and

Upon motion of Supervisor Potter, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

- a. Approved and authorized the Director of the Department of Social & Employment Services, or his designee, to sign Amendment No. 1 to Agreement No. A-11852 with Legal Services for Seniors for the provision of services to Monterey County Seniors for the period July 1, 2010 to June 30, 2011, adding \$17,005, increasing the total contract amount to \$151,556; and
- b. Authorized the Director of the Department of Social & Employment Services, or his designee, to sign up to three (3) amendments to this agreement, where the total amendments do not exceed 10% of the original contract amount, and do not significantly change the scope of work.

PASSED AND ADOPTED on this 24th day of May, 2011, by the following vote, to wit:

AYES:

Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES:

None

ABSENT:

None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on May 24, 2011.

Dated: May 26, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Chirt A.

## **COUNTY OF MONTEREY**

## AMENDMENT #1 TO AGREEMENT #A-11852

## Legal Services for Seniors

OP/C/NA/ 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 the provision of legal services to Monterey County Seniors, between the parties executed on September 22, 2010, (hereinafter, "Original Agreement") by adding \$17,005 for the purchase of computer equipment, and to fund an increase in the number of service units for the Elder Abuse Prevention Program, increasing the total contract amount to \$151,556. Therefore, the parties agree:

- 1. Section 1 of the Original Agreement is amended to read as follows:
  - 1. SERVICES TO BE PROVIDED: The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits AA, AA-1, A-2, and AA-3, in conformity with the terms of this Agreement. The services are generally described as follows: Provide legal services to Monterey County Seniors.
- 2. Section 2 of the Original Agreement is amended to read as follows:
  - 2. PAYMENTS BY COUNTY: COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits AA, AA-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 \$151,556.
- 3. Section 4 of the Original Agreement is amended to read as follows:
  - 4. ADDITIONAL PROVISIONS/EXHIBITS: The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

Exhibit AA Scope of Services/Payment Provisions

AA-1 Title III-B, Scope of Services

Title III-E, Scope of Services A-2

AA-3 Title VII-B, Scope of Services

Exhibit B **DSES** Additional Provisions

**Program Budgets** 

CC-1 Title III-B

C-2 Title III-E

CC-3 Title VII-B

Exhibit D-1 Sample Invoice

Exhibit D-2 Sample Annual Closeout Summary

Legal Services for Seniors Amendment #1 to Agreement #A-11852 Page 1 of 3

Equipment Acquisition Report Exhibit D-3 Sample Quarterly Narrative Report Exhibit D-4 CDA-1022 California Legal Services Quarterly Aggregate Exhibit D-5 Report Form **CDA Elder Abuse Prevention Quarterly Activity** Exhibit D-6 Report HIPAA Business Associate Agreement Exhibit E Elder Abuse & Neglect Reporting Certification Exhibit F Lobbying Certification Exhibit G

**4.** Sections 1.02 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

**1.02** 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 CC-1, C-2, and CC-3. Only the costs listed in Exhibits CC-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**, **AA-1**, A-2, and **AA-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in Exhibits **AA**, **AA-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-1, A-3, C-1, and C-3 of the Original Agreement, are rescinded and replaced by Exhibits AA, AA-1, AA-3, CC-1, and CC-3, attached.
- **6.** Exhibit **D-6** is added to the Agreement, attached.

Subject to the foregoing amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

(this space left blank intentionally)

If there is any conflict or inconsistency between provisions of this amendment and the Original Agreement, the provisions of this amendment shall control in all respects.

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

COUNTY OF MONTEREY:	CONTRACTOR:
By: Elliott Robinson Director, DSES	By:
Date:	Liza Horvath, President (Print Name & Title)  Date: 5-9-1/
Approved as to Form:	By: M- Clark  (Secretary, CFO, Treasurer)
Departy/County Counsel  Date:	Oregon M. Chilson (Print Name and Title)  Date: 5-9-11
Approved as to Fiscal Provisions:	Date.
Auditor-Controller's Office  Date:	

## EXHIBIT AA SCOPE OF SERVICES/PAYMENT PROVISIONS

## LEGAL SERVICES FOR SENIORS JULY 1, 2010 to JUNE 30, 2011

## I. CONTACT INFORMATION

Contact Person & Disaster Preparedness

Coordinator:

Kellie Dunnett Morgantini Executive Director, Attorney ed@legalservicesforseniors.org

County Contract Manager:

Ethan Hurley, Management Analyst II

Area Agency on Aging Department of Social and Employment Services

713 La Guardia Street, Suite A

Salinas, CA 93901 (831) 755-3425 Fax: (831) 783-7021

### 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 AA-1, A-2 and AA-3, attached

Contractor shall participate in quarterly Aging Services Network meetings to share program accomplishments and challenges, network, coordinate and collaborate across AAA funded and community partner agencies.

Services shall be provided throughout the County of Monterey, and Contractor shall ensure that services are provided to Seniors 60 years of age or older (or 55 years of age or older for the Title III-E Program) in all four regions of Monterey County:

Monterey Peninsula Region: Big Sur, Carmel, Carmel Valley, Marina, Monterey, Pacific Grove, Pebble Beach.

North County Region: Castroville, Moss Landing, Pajaro, and Prunedale.

Salinas Region: City of Salinas and Spreckels.

South County Region: Bradley, Chualar, Gonzales, Greenfield, Jolon, King

City, Lockwood, San Ardo, San Lucas, and Soledad.

#### IV. TARGETING POLICY

It is the policy of the Area Agency on Aging to assure that services are effectively targeted and reach people most in need as directed by the Older Americans Act.

The Older Americans Act requires that, with respect to all types of services, preference be given to serving those in greatest social and economic need, with particular attention to serving low-income minority individuals, older individuals with limited English proficiency and older individuals residing in rural areas.

All programs and services shall be targeted toward seniors 60 years of age or older (or 55 years of age or older for the Title III-E Program) in the greatest economic and social need, with particular attention to serving low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

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

Additional Target populations required by the OAA include:

- Older Native Americans
- Isolated, abused, neglected and or exploited older individuals
- Frail older individuals
- Older individuals with limited English-speaking ability
- Older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction and their caregivers
- Older individuals with disabilities
- Caregivers as defined in Title IIIE
- Lesbian, Gay, Bisexual, and Transgender Seniors

#### 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 Laura Emery at RTZ, (510) 986-6700 x202, or via e-mail at Laura@RTZAssociates.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 B, Section III. 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 AA-1, A-2 and **AA-3**.

#### VII. PAYMENT SUMMARY

Exhibit AA-1, Title III-B: \$123,236 Exhibit A-2, Title III-E: \$22,308 Exhibit AA-3, Title VII-B: \$6,012

TOTAL: \$151,556

Claims for payment shall be submitted electronically, in the form provided on the GetCare website: https://ca.getcare.com/caprovider/index.jsp. Claims for payment shall be submitted simultaneously with program data.

In the event, in any reporting month the GetCare System is unusable, for any reason, for reporting purposes, CONTRACTOR will provide COUNTY with the equivalent reporting data in hardcopy and electronic form as agreed-upon by the parties. This provision in alternate form will assure CONTRACTOR shall be paid for the claims submitted regardless of the availability of the GetCare on-line reporting 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 under Section II, Performance Reporting and Section IV, Invoice/Payment Provisions contained in Exhibits AA-1, A-2 and AA-3.

The total amount to be paid by COUNTY to CONTRACTOR under this agreement shall not exceed one hundred fifty-one thousand, five hundred and fifty-six dollars (\$151,556) for the period July 1, 2010 to June 30, 2011.

**EXHIBIT AA-1** 

## TITLE III-B (CFDA #93.044) LEGAL ASSISTANCE/COMMUNITY EDUCATION SCOPE OF SERVICES

### SERVICES TO BE PROVIDED I.

CONTRACTOR shall provide legal assistance and community education for seniors 60 years of age or older. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of

#### 1. Service:

Legal Assistance (NAPIS 11)

Unit of Service Definition:

Legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.

Unit of Service Measurement:

1 Hour

Estimated Service Units to be delivered:

12,000

Cost per Unit of Service:  $\$8.50 (12,000 \times \$8.50 = \$102,000)$ 

Benchmark of Service Units to be delivered:

by September 30<sup>th</sup>: 2,400 Units (20%)by December 31st: 6,000 Units (50%)

by March 31st: 9,000 Units (75%)

by June 30<sup>th</sup>: 12,000 Units (100%)

#### 2. Service:

Community Education (NAPIS 15-Other)

Unit of Service Definition:

Educating groups of older persons, their families, friends, and community organizations/facility staff on rights, benefits, entitlements, and health and wellness information for older persons either residing at home, or in an institutional setting.

Unit of Service Measurement:

1 Activity

Estimated Units of Service to be delivered.

25

Cost per Unit of Service:  $$188 (25 \times $188 = $4,700)$ 

Benchmark of Service Units to be delivered:

by September 30<sup>th</sup>. 6 Units (25%)by December 31st: 12 Units (50%)by March 31st. 18 Units (75%)by June 30<sup>th</sup>. 25 Units (100%)

## II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the new 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 CDA-1022, California Legal Services Quarterly Aggregate Report Form to the COUNTY describing the progress of services by October 20, 2010, January 20, 2011, April 20, 2011 and July 20, 2011. The California Legal Services Quarterly Aggregate Report Form shall be in the form of CDA-1022, Exhibit D-5.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2010, January 10, 2011, April 10, 2011 and July 10, 2011. The Narrative Report shall be in the form of Exhibit D-4.

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, and reimbursement may be limited as per Section IV. Invoice/Payment Provisions.

## III. MATCH REQUIREMENTS

Title III-B requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total budgeted costs less program income and non-matching contributions, multiplied by the matching requirement percentage.

## IV. INVOICE/PAYMENT PROVISIONS

If CONTRACTOR delivers less than the benchmark of service units for two (2) consecutive quarters, COUNTY's payment to CONTRACTOR may be limited to an amount of grant funds based on the percentage of services provided year to date. The benchmark is identified in Section II, Performance Reporting, and a 20% variance is allowed. This restriction will be lifted by the County Contract Manager once CONTRACTOR meets acceptable performance outcomes.

The maximum amount of grant funds allowed to be drawn down per month cannot exceed 10% of the overall grant, unless approved in writing by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions of this Agreement. Claims for payment shall be submitted in the form set

forth in Exhibit D-1, Sample Invoice, by the  $10^{\rm th}$  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, 2011.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2011 for expenses to be claimed against this Agreement. CONTRACTOR, a provider of senior legal services with a duty to maintain attorney-client confidentiality, is required to and shall request approval from the AAA for the return or disposition of property when CONTRACTOR services no longer continue. Measures to protect confidential information shall be included in the approved property disposition plan. The following pertains to disposition of computer hardware; hardware may be retained as property by the CONTRACTOR with AAA approval, or hardware shall be wiped clean of confidential data with costs born by Legal Services for Seniors, or CONTRACTOR may purchase the hard drive from the AAA.

## One Time Only Funding:

\$16,536 for the purchase of computers, computer equipment, computer accessories, and computer software, to support baseline services.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title III-B for the period July 1, 2010 to June 30, 2011 shall not exceed one hundred twenty-three thousand, two hundred and thirty-six dollars (\$123,236).

## 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:** 

109

Cost per Unit of Service: \$55.1559 (109 x \$55.1559 = \$6,012\*)

\* Rounded to nearest dollar

### Benchmark of Service Units to be delivered:

by September 30<sup>th</sup>: 25 Units (25%) by December 31<sup>st</sup>: 50 Units (50%) by March 31<sup>st</sup>: 75 Units (75%) **by June 30<sup>th</sup>: 109 Units (100%)** 

## II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the new AAA GetCare System by the 10<sup>th</sup> of the following month. This is a non-registered service.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2010, January 10, 2011, April 10, 2011 and July 10, 2011. The Narrative Report shall be in the form of **Exhibit D-4**.

CONTRACTOR shall provide a California Elder Abuse Prevention Quarterly Activity Report Form to the COUNTY describing the progress of services by April 10, 2011 and July 10, 2011. 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, and reimbursement may be limited as per Section IV. Invoice/Payment Provisions.

## III. MATCH REQUIREMENTS

There is no local cash/in-kind match for Title VII-B.

## IV. INVOICE/PAYMENT PROVISIONS

If CONTRACTOR delivers less than the benchmark of service units for two (2) consecutive quarters, COUNTY's payment to CONTRACTOR may be limited to an amount of funds based on the percentage of services provided year to date. The benchmark is identified in Section II, Performance Reporting, and a 20% variance is allowed. This restriction will be lifted by the County Contract Manager once CONTRACTOR meets acceptable performance outcomes.

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions of this 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, 2011.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2011 for expenses to be claimed against this Agreement. CONTRACTOR, a provider of senior legal services with a duty to maintain attorney-client confidentiality, is required to and shall request approval from the AAA for the return or disposition of property when CONTRACTOR services no longer continue. Measures to protect confidential information shall be included in the approved property disposition plan. The following pertains to disposition of computer hardware; hardware may be retained as property by the CONTRACTOR with AAA approval, or hardware shall be wiped clean of confidential data with costs born by Legal Services for Seniors, or CONTRACTOR may purchase the hard drive from the AAA.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title VII-B for the period July 1, 2010 to June 30, 2011 shall not exceed six thousand and twelve dollars (\$6,012).

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4/18/2011

Legal Services for Seniors	Title 7B Elder Abuse Prevention	uoi	Fiscal Year 201	2010-2011
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Voluntary Rejection	1,561	1		
Voluneer Keimbursements Travel / Vol Travel	1	1		
Conference / Trainings / Meetings		1		
Professional Fees: Acctn/I enal/DP	ı	1		
Equipment Purchase	760	1		
Equipment Rental / Maintenance	n } '	•		
Occupancy	. 1	•		
Insurance (Not Vech / Occ)	1	1		
Utilities / Communications	1	1		
Postage / Shipping	,	1		
Printing / Publication		1		
Public Relations / Advertising	,	1		
Subs / Membership Dues	1	ı		
Supplies	ı	1		
Food / Food Service	ı	1		
Vehicle Operation	,	·		
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Awards / Events	1	1		
Low Income Subsidy	,			
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Bank Service Fees	1	• 1		
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Expense Totals	10,851	1	10.851	
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5,543.00+ 469.00+ 6.012.00\*+

4/18/2011

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STATE OF CALIFORNI
CALIFORNIA DEPARTMENT OF AGING
ELDER ABUSE PREVENTION
QUARTERLY ACTIVITY REPORT
(REV 10/2010)

AAA Name:				PSA Number:		
Person Completing Report:			Telephone No:			
				Date Submitted:		
Email Address:		y Reporting Per	iod:			
Roper and						
Units of Service: The Area Agency on Aging must perform at least one activity from the table below.						
Public Education Sessions		# of Sessions:	Sample Topics:			
Training Sessions for Professionals		# of Sessions:	Sample Topics:			
Training Sessions for Caregivers Served by Title III E		# of Sessions:	Sample Topics:			
Hours Spent Developing a Coordinated System to Respond to Elder Abuse		# of Hours:	Sample Activities:			
Educational Materials Distributed		# of Materials:	Sample Materials:			
The Area Agency on Aging must indicate how many individuals were served by the above activities.						
Individuals Reached through Activities		# of Individuals:				
# of			nany individuals wei	re served by the above activities.		

## INSTRUCTIONS

AAA Name: Enter the name of the Area Agency on Aging.

PSA Number: Enter your Planning and Service Area (PSA) number.

Person Completing Report: Enter the name of the person completing this form.

Telephone No: Enter the telephone number of the person completing this form.

Email Address: Enter the email address of the person completing this form.

Date Submitted: Enter the date the report is submitted. Reporting Quarter: Enter 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> Quarter

Quarterly Reporting Period: Enter the months, days and the year of the reporting quarter, e.g., July 1 to September 30, 2010.

UNITS OF SERVICE: The Area Agency on Aging must perform at least one activity from the Units of Service listed on the form.

Public Education Sessions, Training Sessions for Professionals, and Training Sessions for Caregivers Served by Title III-E: Indicate the number of sessions and topic(s) discussed.

Hours Spent Developing a Coordinated System to Respond to Elder Abuse: Indicate the number of hours and describe the types of activities in which the Area Agency on Aging was involved.

Educational Materials Distributed: Indicate the number and describe the type(s) of materials distributed.

**INDIVIDUALS REACHED THROUGH ACTIVITIES:** Indicate the number of individuals served by this program during the reporting quarter who were reached through any of the activities funded by this program.

Please email the completed form to stateomb@aging.ca.gov.