

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT #2 TO AGREEMENT #A-12531

Alliance on Aging

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 Alliance on Aging (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for the provision of Outreach, Long-Term Care Ombudsman, and Health Insurance Counseling and Advocacy to Monterey County seniors between the parties executed on August 9, 2013, and amended on October 11, 2013, (hereinafter, "Original Agreement ") by adding \$2,436 of the Federal share of cost for a total contract amount of \$327,803. 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 AAA, AA-1, AA-2, AA-3, AA-4, and AAA-5 in conformity with the terms of this Agreement. The services are generally described as follows: Provide Outreach expanded to include Senior Benefits Clinics; Long-Term Care Ombudsman; and additional Health Insurance Counseling and Advocacy 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 AAA, AA-1, AA-2, AA-3, AA-4, and AAA-5, 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 \$327,803.

3. Section 4 of the Original Agreement is amended to read as follows:

4. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS: The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

Exhibit AAA Scope of Service/ Payment Provisions

- AA-1 Title III B, Outreach
AA-2 Title III B, Ombudsman
AA-3 Title VII A, Ombudsman
AA-4 Ombudsman Initiative
AAA-5 HICAP

Exhibit B DSS Additional Provisions
Program Budgets

- CC-1 Title III B, Outreach
CC-2 Title III B, Ombudsman

- CC-3 Title VII A, Ombudsman
- C-4 Ombudsman Initiative
- CCC-5 HICAP**
- Exhibit D-1 Sample Invoice
- Exhibit D-2 Sample Annual Closeout Summary
- Exhibit D-3 Equipment Acquisition Report
- Exhibit D-4 Sample Quarterly Narrative Report
- Exhibit D-5 Equipment Purchase Form
- Exhibit E HIPAA Business Associate Agreement
- Exhibit F Elder Abuse & Neglect Reporting Certification
- Exhibit G Lobbying Certification
- Exhibit H Audit Requirements


4. Exhibits AA, AA-5, and CC-5 of the Original Agreement are rescinded, and replaced by Exhibits AAA, AAA-5, and CCC-5 attached.

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

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:**

By:   
 Elliott Robinson, Director  
 DSS

Date: 3/27/14

**Approved as to Form:**

  
 Deputy County Counsel

Date: 3-25-14

**Approved as to Fiscal Provisions:**

  
 Auditor-Controlley's Office

Date: 3-25-14

**CONTRACTOR:**

**Alliance on Aging**

By:   
 Galen Call, President

Date: 3/22/2014

By:   
 Vearl Gish, Secretary

Date: 3/22/2014

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**ALLIANCE ON AGING  
JULY 1, 2013 to JUNE 30, 2014**

**I. CONTACT INFORMATION**

Contact Person: Teresa Sullivan, Executive Director  
(831) 758-4011

Disaster Preparedness Coordinator: Becky Mann, Director of Operations  
(831) 758-4011

County Contract Manager: Kathleen Murray –Phillips, Planner  
Area Agency on Aging  
Department of Social Services  
1000 South Main Street Suite 301  
Salinas, CA 93901  
(831) 796-3530  
Fax: (831) 755-8477  
[murrayphillipsk@co.monterey.ca.us](mailto:murrayphillipsk@co.monterey.ca.us)

**II. OFFICES**

Salinas: 247 Main Street

Monterey: 280 Dickman Avenue, Monterey

Days and Hours of Service:

Monday to Friday, 9 a.m. to 5 p.m. Closed from noon to 1 p.m.

**III. SERVICES TO BE PROVIDED BY CONTRACTOR**

CONTRACTOR shall provide the services outlined in **Exhibits AAA, AA-1, AA-2, AA-3, AA-4, and AAA-5**, attached.

**IV. 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

## V. GETCARE LICENSES

COUNTY will pay for two (2) GetCare licenses 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](mailto:Alana@GetCare.com). Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

## VI. AUDIT PROVISIONS

CONTRACTOR is required to provide an audit as per the terms in Exhibit H. 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 AAA, AA-1, AA-2, AA-3, AA-4, and AAA-5.

For expenditures that do not have CFDA numbers, the CONTRACTOR shall ensure that the State-funded expenditures are identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the County of Monterey.

**VII. PAYMENT SUMMARY**

| <i>Funding Type</i>                  | <i>7/1/13 – 9/30/13<br/>amounts</i> | <i>10/1/13 – 6/30/14<br/>amounts</i> | <i>FY 2013-14<br/>TOTALS</i> |
|--------------------------------------|-------------------------------------|--------------------------------------|------------------------------|
| Title III B,<br>Outreach             | \$16,334                            | \$58,537                             | \$74,871                     |
| Title III B,<br>Ombudsman            | \$5,053                             | \$16,947                             | \$22,000                     |
| Title VII A,<br>Ombudsman            | \$6,628                             | \$20,899                             | \$27,527                     |
| Ombudsman<br>Initiative SDF &<br>SNF | \$7,313                             | \$21,938                             | \$29,251                     |
| <b>TOTAL:</b>                        | <b>\$35,328</b>                     | <b>\$118,321</b>                     | <b>\$153,649</b>             |

| <i>Funding Type</i>           | <i>7/1/13 – 3/31/14<br/>amounts</i> | <i>4/1/14 – 6/30/14<br/>amounts</i> | <i>FY 2013-14<br/>TOTALS</i> |
|-------------------------------|-------------------------------------|-------------------------------------|------------------------------|
| HICAP<br>Reimbursements       | \$78,026                            |                                     |                              |
| State HICAP<br>Fund           | \$39,006                            |                                     |                              |
| <b>Federal SHIP<br/>Funds</b> | <b>\$57,122</b>                     |                                     |                              |
| <b>TOTAL:</b>                 | <b>\$174,154</b>                    |                                     |                              |

|                         |                  |
|-------------------------|------------------|
| <b>GRAND<br/>TOTAL:</b> | <b>\$327,803</b> |
|-------------------------|------------------|

The maximum amount to be paid by COUNTY to CONTRACTOR for Outreach and all Ombudsman Services for the period July 1, 2013 through September 30, 2013 shall not exceed thirty-five thousand, three hundred and twenty-eight dollars (\$35,328) AND for the period October 1, 2013 through June 30, 2014 shall not exceed one hundred and eighteen thousand, three hundred and twenty-one dollars (\$118,321).

The maximum amount to be paid by COUNTY to CONTRACTOR for HICAP Services for the period July 1, 2013 through March 31, 2014 shall not exceed one hundred and seventy-four thousand, one hundred and fifty-four dollars (\$174,154).

The maximum amount to be paid by COUNTY to CONTRACTOR for all services for the period July 1, 2013 through June 30, 2014 shall not exceed three hundred twenty-seven thousand, eight hundred and three dollars (\$327,803).

This Agreement is funded by the California Department of Aging (CDA) Agreements #A3-1314-32, #A9-1314-32, #H9-1314-32, and #H3-1314-32. The terms and conditions of CDA Agreements #A3-1314-32, #A9-1314-32, #H9-1314-32, and #H3-1314-32 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.

**HICAP FUND  
REIMBURSEMENTS (INS FUND)  
FEDERAL SHIP FUNDS (CFDA #93.779)  
SCOPE OF SERVICES**

**I. SERVICES TO BE PROVIDED**

CONTRACTOR shall provide health insurance counseling and advocacy services to (a) Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility and, (b) the public at large for HICAP community education services. Services shall be provided throughout the County of Monterey. CONTRACTOR must be in compliance with all Program Memoranda issued by the California Department of Aging.

1. Estimated Number of finalized intakes for each PSA; Clients Counseled: 1,400  
Note: Clients Counseled equals the number of Intakes closed and finalized by the Program Manager.
2. Estimated Number of Public and Media Events: 116  
Note: Public and Media events include education/outreach presentations, booths/exhibits at health/senior fairs, and enrollment events, excluding public service announcements and printed outreach.
3. Estimated Number of Contacts for all Clients Counseled: 5,200  
Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.) for duplicated client counts.
4. Estimated Number of Persons Reached at Public and Media Events: 5,100  
Note: This includes the estimated number of attendees (e.g., people actually attending the event, not just receiving a flyer) reached through presentations, and those reached through booths/exhibits at health/senior fairs, and those enrolled at enrollment events, excluding public service announcements (PSAs) and printed outreach materials.
5. Estimated Number of Contacts with Beneficiaries with Medicare Status Due to a Disability: 800  
Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.) duplicated client counts with Medicare beneficiaries due to disability and not yet age 65.
6. Estimated Unduplicated Number of Low Income Beneficiaries: 1,800  
Note: This is the number of unduplicated low-income Medicare beneficiary contacts and/or contacts that discussed low-income subsidy (LIS). Low income means 150 percent of the Federal Poverty Level (FPL).
7. Estimated Number of Enrollment and Enrollment Assistance Contacts: 4,000  
Note: This is the number of unduplicated enrollment contacts during which one or more qualifying enrollment topics were discussed. This includes all enrollment assistance, not just Part D.

8. Estimated Part D Enrollment and Enrollment Assistance Contacts: 3,500

Note: This is a subset of all enrollment assistance in #7. It includes the number of unduplicated Part D enrollment contacts during which one or more qualifying Part D enrollment topics were discussed.

9. Estimated Number of Counselor FTEs in PSA: 26

Benchmark of Services Provided:

CONTRACTOR shall provide Twenty-five percent (25%) of services specified in Services 1 through 8 as reported in the CONTRACTOR'S quarterly report. There will be some fluctuation by quarter in the services specified in Services 1 through 8 as driven by customer demand. It is anticipated that by June 30<sup>th</sup>, 100% of specified services will have been provided.

## II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the CDA SHARP System by the 10<sup>th</sup> of the month following the month of service.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2013, January 10, 2014, April 10, 2014 and July 10, 2014. CONTRACTOR shall attach a copy of CDA SHARP data reports to the quarterly narrative. 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.

## III. MATCH REQUIREMENTS

HICAP does not require a local cash/in-kind match.

## IV. 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 Section I, Services to be Provided, and Section II, Performance Reporting.

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, 2014.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2014 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-5.

The maximum amount to be paid by COUNTY to CONTRACTOR for HICAP Services for the period July 1, 2013 through March 31, 2014 **shall not exceed one hundred and seventy-four thousand, one hundred and fifty-four dollars (\$174,154).**



**MONTEREY COUNTY AREA AGENCY ON AGING  
PLANNING AND SERVICE AREA NO. 32**

**HEALTH INSURANCE AND COUNSELING ADVOCACY PROGRAM**

**BUDGET PERIOD: JULY 1, 2013 THRU March 31, 2014**

Name of Agency: Alliance on Aging, Inc.

Address of Agency: 247 Main Street

Salinas, CA 93901

Project Name: HEALTH INSURANCE AND COUNSELING ADVOCACY PROGRAM (HICAP)

**Funding Source and Catalog #**

|            |               |                                     |        |
|------------|---------------|-------------------------------------|--------|
| Check one: | Federal Funds | <input checked="" type="checkbox"/> | 93.779 |
|            | State Funds   | <input checked="" type="checkbox"/> | HICAP  |

**Budget Version**

|            |            |                                     |            |
|------------|------------|-------------------------------------|------------|
| Check one: | Original   | <input checked="" type="checkbox"/> | 12/12/2013 |
|            | Revision # | <input type="checkbox"/>            |            |

**Certification:**

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

*John A. Assaad* 12/12/2013  
Preparer's Signature / Date

John A. Assaad 831.655-4246  
Preparer's Name (Printed) and telephone number

*Teresa Sullivan* 12/12/2013 *TS*  
Executive Director's Signature / Date

Teresa Sullivan 831.655-4240  
Executive Director's Name (Printed) and telephone number

|  |   |
|--|---|
| Received at Area Agency on Aging:        | Reviewed for: completeness and accuracy                                     |
|  | No matching requirement   |
|  | Reviewed for Allowable Costs  |
|  | 8% Indirect Cost limit  |
|  | Budget Approved by Fiscal Officer: <u><i>Veronica Renteria</i></u> 12/17/13 |
|  | Budget Approved by Program: <u><i>Michelle D. Os</i></u> 3/24/13            |
| Mis.Mdb updated by Fiscal Officer: _____ |   |
| New Mis.Mdb sent to provider: _____      |   |

Agency Name: Alliance on Aging, Inc.

SECTION A:

BUDGET SUMMARY

| Categories of Expenses | Fed Ship Fund    |         | HICAP Fund       |         | HICAP Reimb      |         | Fed Ship Rural Fund |         | Total Budget      |         |
|------------------------|------------------|---------|------------------|---------|------------------|---------|---------------------|---------|-------------------|---------|
|                        | Cash             | In-Kind | Cash             | In-Kind | Cash             | In-Kind | Cash                | In-Kind | Cash              | In-Kind |
| Personnel              | \$ 32,743        |         | \$ 29,900        |         | \$ 58,131        |         |                     |         | \$ 120,774        |         |
| Operating Expenses     | \$ 24,379        |         | \$ 9,106         |         | \$ 19,895        |         |                     |         | \$ 53,380         |         |
| <b>Total</b>           | <b>\$ 57,122</b> |         | <b>\$ 39,006</b> |         | <b>\$ 78,026</b> |         |                     |         | <b>\$ 174,154</b> |         |
| Source of Revenue      | Fed Ship Fund    |         | MMA FUND         |         | HICAP Reimb      |         | Fed Ship Rural Fund |         | Total Budget      |         |
| AAA Grant              | Cash             | In-Kind | Cash             | In-Kind | Cash             | In-Kind | Cash                | In-Kind | Cash              | In-Kind |
|                        | \$ 57,122        |         | \$ 39,006        |         | \$ 78,026        |         |                     |         | \$ 174,154        |         |
| Project Income         |                  |         |                  |         |                  |         |                     |         |                   |         |
| Other Federal Funds    |                  |         |                  |         |                  |         |                     |         |                   |         |
| Other State Funds      |                  |         |                  |         |                  |         |                     |         |                   |         |
| County/City Funds      |                  |         |                  |         |                  |         |                     |         |                   |         |
| Private Grants         |                  |         |                  |         |                  |         |                     |         |                   |         |
| Net Fundraising        |                  |         |                  |         |                  |         |                     |         |                   |         |
| Totals by match        |                  |         |                  |         |                  |         |                     |         |                   |         |
| <b>TOTAL</b>           | <b>\$ 57,122</b> |         | <b>\$ 39,006</b> |         | <b>\$ 78,026</b> |         |                     |         | <b>\$ 174,154</b> |         |

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SECTION C: Alliance on Aging, Inc.  
OPERATING EXPENSES / EQUIPMENT  
AND INDIRECT COSTS

| OPERATING EXPENSE & EQUIPMENT       | Fed Ship Fund |          | HICAP Fund   |          | HICAP Reimb   |          | Fed Ship Rural Fund |          | Total Budget  |          |
|-------------------------------------|---------------|----------|--------------|----------|---------------|----------|---------------------|----------|---------------|----------|
|                                     | Cash          | In-Kind  | Cash         | In-Kind  | Cash          | In-Kind  | Cash                | In-Kind  | Cash          | In-Kind  |
| Volunteer Reimbursement             |               |          | \$ 250       |          | \$ 400        |          |                     |          | \$ -          | \$ -     |
| Travel                              | \$ 700        |          | \$ 250       |          | \$ -          |          |                     |          | \$ 1,350      | \$ -     |
| Conferences/Trainings/Meetings      | \$ 1,000      |          | \$ 250       |          | \$ 799        |          |                     |          | \$ 2,049      | \$ -     |
| Professional Fees: Actf/ Legal      | \$ 1,000      |          | \$ 500       |          | \$ 831        |          |                     |          | \$ 2,331      | \$ -     |
| Equipment Purchase                  |               |          |              |          |               |          |                     |          | \$ -          | \$ -     |
| Equipment Rental and Maintenance    | \$ 2,103      |          | \$ 561       |          | \$ 841        |          |                     |          | \$ 3,505      | \$ -     |
| Occupancy                           | \$ 4,745      |          | \$ 1,739     |          | \$ 4,645      |          |                     |          | \$ 11,129     | \$ -     |
| Insurance (Excluding Veh. & Occ.)   |               |          |              |          |               |          |                     |          | \$ -          | \$ -     |
| Utilities                           | \$ 1,141      |          | \$ 600       |          | \$ 1,600      |          |                     |          | \$ 3,341      | \$ -     |
| Postage/ Shipping                   | \$ 100        |          | \$ 80        |          | \$ 150        |          |                     |          | \$ 330        | \$ -     |
| Printing / Publications             | \$ 800        |          | \$ 100       |          | \$ 400        |          |                     |          | \$ 1,300      | \$ -     |
| Public Relations /Advertising       | \$ 1,697      |          | \$ 600       |          | \$ 1,600      |          |                     |          | \$ 3,897      | \$ -     |
| Membership Dues and Subscriptions   | \$ 1,214      |          | \$ 313       |          | \$ 600        |          |                     |          | \$ 2,127      | \$ -     |
| Supplies                            | \$ 1,100      |          | \$ 874       |          | \$ 1,500      |          |                     |          | \$ 3,474      | \$ -     |
| Food/Food Service                   | \$ 500        |          | \$ -         |          | \$ -          |          |                     |          | \$ 500        | \$ -     |
| Vehicle Operation                   | \$ 902        |          | \$ 350       |          | \$ 750        |          |                     |          | \$ 2,002      | \$ -     |
| Overhead: 8% limit of Grant Funding | \$ 4,217      |          | \$ 2,889     |          | \$ 5,779      |          |                     |          | \$ 12,885     | \$ -     |
| Awards/ Events                      |               |          |              |          |               |          |                     |          | \$ -          | \$ -     |
| Client Support                      |               |          |              |          |               |          |                     |          | \$ -          | \$ -     |
| Federal Mental Health Initiative    | \$ 3,160      |          |              |          |               |          |                     |          | \$ 3,160      | \$ -     |
| Low Income Subsidy                  |               |          |              |          |               |          |                     |          | \$ -          | \$ -     |
| Depreciation                        |               |          |              |          |               |          |                     |          | \$ -          | \$ -     |
| Nutrition Education                 |               |          |              |          |               |          |                     |          | \$ -          | \$ -     |
| Bank Service Fees                   |               |          |              |          |               |          |                     |          | \$ -          | \$ -     |
| Subcontractor                       |               |          |              |          |               |          |                     |          | \$ -          | \$ -     |
| Miscellaneous                       |               |          |              |          |               |          |                     |          | \$ -          | \$ -     |
| <b>Total Operating Expenses</b>     | <b>24,379</b> | <b>-</b> | <b>9,106</b> | <b>-</b> | <b>19,895</b> | <b>-</b> | <b>-</b>            | <b>-</b> | <b>53,380</b> | <b>-</b> |

SECTION D:

HICAP Legal Representation Services are provided [W&I Code, Section 9541 (c) (3)]:  
 Yes  
 Amount Budgeted: \$3,160

At least 5% of HICAP Ship funds used for mental health dual beneficiary with health disabilities:  
 Yes  
 Amount Budgeted: \$3,160