

COUNTY OF MONTEREY

AMENDMENT #2 TO AGREEMENT #A-12036

ORIGINAL

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 July 28, 2011, and as amended on September 26, 2011 (hereinafter, "Original Agreement ") by adding \$42,733 to provide one-time-only funds, increase baseline funding, and modifying the scopes of service, increasing the total contract amount to \$417,774. 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, A-4, AAA-5, and AA-6, in conformity with the terms of this Agreement. The services are generally described as follows: Provide Outreach, Long-Term Care Ombudsman, and 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, A-4, AAA-5, and AA-6, 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 \$417,774.
- 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 AAA	Scope of Service/ Management Information System Data/Budget/Payment Provisions/Reporting Requirements
AA-1	Title III B, Outreach
AA-2	Title III B, Ombudsman
AA-3	Title VII A, Ombudsman
A-4	Ombudsman Initiative
AAA-5	HICAP

AA-6	2 MIPPA
Exhibit BB	DSES 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
CC-5	HICAP
CC-6	2 MIPPA
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	MIPPA Monthly Reporting Tool
Exhibit D-6	MIPPA Invoice
Exhibit E	HIPAA Business Associate Agreement
Exhibit F	Elder Abuse & Neglect Reporting Certification
Exhibit G	Lobbying Certification
Exhibit H	Audit Provisions

4. Exhibits AA, A-1, A-2, A-3, AA-5, A-6, B, C-1, C-2, C-3, C-5, and C-6 of the Original Agreement are rescinded, and replaced by Exhibits AAA, AA-1, AA-2, AA-3, AAA-5, AA-6, BB, CC-1, CC-2, CC-3, CC-5, and CC-6, attached.
5. Exhibit H 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.

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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*
Elliott Robinson, Director
DSES

Alliance on Aging

By: *Galen Call*
Galen Call, President

Date: 6/15/12

Date: April 30, 2012

Approved as to Form:

Catherine M. Gammann
Deputy County Counsel

By: *Vearl Gish*
Vearl Gish, Secretary

Date: 5/15/12

Date: April 26, 2012

Approved as to Fiscal Provisions:

[Signature]
Auditor-Controller's Office

Date: 5-16-12

MAY 17 2012 *[initials]*

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

Alliance on Aging
By: Galen Call
Galen Call, President

Date: _____

Date: April 30, 2012

Approved as to Form:

By: Vearl Gish
Vearl Gish, Secretary

Deputy County Counsel

Date: April 26, 2012

Date: _____

Approved as to Fiscal Provisions:

Auditor-Controller's Office

Date: _____

SCOPE OF SERVICES/PAYMENT PROVISIONS

ALLIANCE ON AGING
JULY 1, 2011 to JUNE 30, 2012

I. CONTACT INFORMATION

Contact Person: Teresa Sullivan, Executive Director
(831) 655-4240

Disaster Preparedness Coordinator: Becky Mann, Director of Operations
(831) 655-7563

County Contract Manager: **Kathleen Murray-Phillips**
Management Analyst III
Department of Social and
Employment Services
Area Agency on Aging
1000 South Main Street, Suite 301
Salinas, CA 93901
(831) 796-3530
Fax: (831) 755-8477
murrayphillipsk@co.monterey.ca.us

II. OFFICES

Salinas: 247 South Main Street, Salinas (93901)
655-1334

Monterey: 280 Dickman Avenue, Monterey (93940)
655-1334

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 AA-1, AA-2, AA-3, A-4, AAA-5, and AA-6, 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 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 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 III E
- Lesbian, Gay, Bisexual, and Transgender Seniors.

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. 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 AA-1, AA-2, AA-3, A-4, AAA-5, and AA-6**.

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

	<u>Original</u>	<u>Change</u>	<u>Amended</u>
Exhibit AA-1, Title III-B, Outreach:	\$40,300	\$5,039	\$45,339
Exhibit AA-2, Title III-B, Ombudsman:	\$22,295	\$3,897	\$26,192
Exhibit AA-3, Title VII-A, Ombudsman	\$28,739	\$784	\$29,523
Exhibit A-4, Ombudsman Initiative	\$29,077	\$0	\$29,077
Exhibit AAA-5, HICAP	\$241,788	\$20,171	\$261,959
Exhibit AA-6, MIPPA 2	\$12,842	\$12,842	\$25,684
Totals:	\$375,041	\$42,733	\$417,774

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.

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, AA-2, AA-3, A-4, AAA-5, and AA-6**.

The total amount to be paid by COUNTY to CONTRACTOR under this agreement shall not exceed **four hundred seventeen thousand, seven hundred and seventy-four dollars (\$417,774)** for the period July 1, 2011 to June 30, 2012.

TITLE III-B (CFDA #93.044)
OUTREACH
SCOPE OF SERVICES

FUNDING SOURCES: State Agreement AP-1112-32 & AP-1112-32, Amendment #1

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide outreach to 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 Aging.

Outreach services will be provided throughout all four regions of Monterey County by a bilingual/bicultural staff person, who will provide one-on-one contact through regular and predictable presence at identified sites. This staff person will be dedicated exclusively to outreach activities. Printed materials for all senior service programs will be regularly distributed by staff. An all-agency flyer and outreach schedule will be developed and distributed in English and Spanish. It will include names, contact numbers and websites for senior service programs. Outreach staff will participate in local community groups and events in order to identify potential clients. Although staff will maintain the strong partnerships developed over the years, emphasis will be placed on seeking out new and non-traditional partners and strategies for reaching this hard to serve population. Ties will be strengthened between faith communities, local businesses, law enforcement, Neighborhood Watch groups and the schools. Staff will develop closer and more regular contacts with rural community newspapers and radio stations.

1. Service:

Outreach (NAPIS 14)

Unit of Service Definition:

Interventions (one-on-one contacts) with individuals initiated by an agency or provider for the purpose of identifying potential clients (or their age 60+ caregivers) and encouraging their use of existing services and benefits.

Unit of Service Measurement:

1 Contact

Estimated Service Units to be delivered:

5,900

Cost per Estimated Unit of Service:

\$6.8305 (5,900 x \$6.8305 = \$40,300*)

*Rounded to the nearest dollar

Benchmark of Service Units to be delivered:

by September 30 th :	1,475 Units	(25%)
by December 31 st :	2,950 Units	(50%)
by March 31 st :	4,425 Units	(75%)
by June 30 th :	5,900 Units	(100%)

II. PERFORMANCE REPORTING

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

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services rendered in the previous quarter by the 10th of the following month. 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. 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, CONTRACTOR payment may be limited to the 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. Invoice reductions due to the restriction will be reimbursed once service units are met within 20% of benchmark. 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 the Agreement. Claims for payment shall be submitted in the form set forth in Exhibit D-1, Sample Invoice, by the 10th 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, 2012.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2012 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.

One-Time-Only funds in the amount of \$5,039 are added for the purchase of materials and equipment related to the Outreach Program.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title III-B for the period July 1, 2011 to June 30, 2012 shall not exceed **forty-five thousand, three hundred and thirty-nine dollars (\$45,339).**

**TITLE III-B (CFDA #93.044)
OMBUDSMAN
SCOPE OF SERVICES**

FUNDING SOURCES: State Agreement AP-1112-32 & AP-1112-32, Amendment #1

I. SERVICES TO BE PROVIDED

CONTRACTOR shall investigate, verify, mediate and resolve complaints and problems on behalf of Monterey County residents of long-term care facilities involving their health, welfare, safety and rights. Services shall be provided throughout the County of Monterey. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

1. Service:

Complaint Investigation and Resolution

Unit of Service Definition:

Activities related to receiving, analyzing, researching, observing, interviewing or verifying a complaint; activities related to intervention in a complaint on behalf of a client using skills and techniques such as advocacy, facilitation, conciliation, mediation, negotiation, representation, education, follow-up or referral.

Unit of Service Measurement:

1 Hour

Estimated Service Units to be delivered:

1,112

Benchmark of Service Units to be delivered:*

by September 30th: 278 Units (25%)

by December 31st: 556 Units (50%)

by March 31st: 834 Units (75%)

by June 30th: 1,112 Units (100%)

*There will be some fluctuation between Complaint Investigation/Resolution and Education/Training. It is anticipated that by June 30th, 100% of both Complaint Investigation/Resolution and Education Training will have been provided.

2. Service:

Education/Training

Unit of Service Definition:

Volunteer ombudsman education and training: knowledge and skills training on long term care issues and methods of investigation and intervention.

Unit of Service Measurement:

1 Hour

Estimated Service Units to be delivered: 141

Benchmark of Service Units to be delivered: *

by September 30 th :	35 Units	(25%)
by December 31 st :	70 Units	(50%)
by March 31 st :	105 Units	(75%)
by June 30 th :	141 Units	(100%)

*There will be some fluctuation between Complaint Investigation/Resolution and Education/Training. It is anticipated that by June 30th, 100% of both Complaint Investigation/Resolution and Education Training will have been provided.

Service #1 and Service #2 Cost per Unit of Service: \$20.9034

(1,253 x \$20.9034 = \$26,192*)

*** Rounded to the nearest whole dollar.**

II. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the National Ombudsman Reporting System (NORS).

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2011, January 10, 2012, April 10, 2012 and July 10, 2012. CONTRACTOR to attach copy of NORS 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, 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, CONTRACTOR's payment may be limited to the amount of grant funds based on the percentage of services provided year to date. The benchmark is identified in Section I, Services to be Provided, and 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. Invoice reductions due to the restriction will be reimbursed once service units are met within 20% of benchmark. 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 10th 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, 2012.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2012 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.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title III-B for the period July 1, 2011 to June 30, 2012 shall not exceed **twenty-six thousand, one hundred and ninety-two dollars (\$26,192)**.

**TITLE VII-A (CFDA #93.042)
OMBUDSMAN
SCOPE OF SERVICES**

FUNDING SOURCES: State Agreement AP-1112-32 & AP-1112-32, Amendment #1

I. SERVICES TO BE PROVIDED

CONTRACTOR shall investigate, verify, mediate and resolve complaints and problems on behalf of Monterey County residents of long-term care facilities involving their health, welfare, safety and rights. Services shall be provided throughout the County of Monterey. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

1. Service:

Complaint Investigation and Resolution

Unit of Service Definition:

Activities related to receiving, analyzing, researching, observing, interviewing or verifying a complaint; activities related to intervention in a complaint on behalf of a client using skills and techniques such as advocacy, facilitation, conciliation, mediation, negotiation, representation, education, follow-up or referral.

Unit of Service Measurement:

1 Hour

Estimated Service Units to be delivered:

1,416

Benchmark of Service Units to be delivered: *

by September 30th: 354 Units (25%)

by December 31st: 708 Units (50%)

by March 31st: 1,062 Units (75%)

by June 30th: 1,416 Units (100%)

*There will be some fluctuation between Complaint Investigation/Resolution and Education/Training. It is anticipated that by June 30th, 100% of both Complaint Investigation/Resolution and Education Training will have been provided.

2. Service:

Education/Training

Unit of Service Definition:

Volunteer ombudsman education and training: knowledge and skills training on long term care issues and methods of investigation and intervention.

Unit of Service Measurement:

1 Hour

Estimated Service Units to be delivered: 193

Benchmark of Service Units to be delivered:

by September 30 th :	48 Units	(25%)
by December 31 st :	96 Units	(50%)
by March 31 st :	144 Units	(75%)
by June 30 th :	193 Units	(100%)

*There will be some fluctuation between Complaint Investigation/Resolution and Education/Training. It is anticipated that by June 30th, 100% of both Complaint Investigation/Resolution and Education Training will have been provided.

Cost per Service Unit (Service #1 and Service #2):

\$18.3486 (1,609 x \$18.3486 = \$29,523*)

***Rounded to the nearest dollar**

II. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the National Ombudsman Reporting System (NORS).

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2011, January 10, 2012, April 10, 2012 and July 10, 2012. CONTRACTOR shall attach a copy of NORS 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, and reimbursement may be limited as per Section IV. Invoice/Payment Provisions.

III. MATCH REQUIREMENTS

Title VII-A does not require a local cash/in-kind match.

IV. INVOICE/PAYMENT PROVISIONS

If CONTRACTOR delivers less than the benchmark of service units for two (2) consecutive quarters, CONTRACTOR's payment may be limited to the amount of grant funds based on the percentage of services provided year to date. The benchmark is identified in Section I, Services to be Provided, and 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. Invoice reductions due to the restriction will be reimbursed once service units are met within 20% of benchmark. 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 10th 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, 2012.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2012 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.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title VII-A for the period July 1, 2011 to June 30, 2012 shall not exceed **twenty-nine thousand, five hundred and twenty-three dollars (\$29,523)**.

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

FUNDING SOURCE: State Agreement HI-1112-32 & HI-1112-32, Amendment #1

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.

This agreement is funded in whole by the California Department of Aging (CDA) Agreement #HI-1112-32 and Agreement #HI-1112-32, Amendment #1. The terms and conditions of CDA Agreement #HI-1112-32 and Agreement #HI-1112-32, Amendment #1 are on file with County's Department of Social & Employment Services, and are incorporated herein by reference. COUNTY shall provide an electronic copy of CDA Agreement #HI-1112-32 and Agreement #HI-1112-32, Amendment #1 to CONTRACTOR's Contract Administrator.

1. Estimated Number of Unduplicated Clients Counseled: 788
Note: Clients Counseled equals the number of Intakes closed and finalized by the Program Manager.
2. Estimated Number of Public and Media Events: 108
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: 2,543
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: 2,694
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: 151
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: 299
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: 1,370
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: 724
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.

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. It is anticipated that by June 30th, 100% of specified services will have been provided.

II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the CDA SHARP System by the 10th 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, 2011, January 10, 2012, April 10, 2012 and July 10, 2012. 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, and reimbursement may be limited as per Section IV. Invoice/Payment Provisions.

III. MATCH REQUIREMENTS

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

IV. INVOICE/PAYMENT PROVISIONS

If CONTRACTOR delivers less than the benchmark of service units for two (2) consecutive quarters, CONTRACTOR payment may be limited to the amount of grant funds based on the percentage of services provided year to date. The benchmark

is identified in Section I, Services to be Provided, and 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. Invoice reductions due to the restriction will be reimbursed once service units are met within 20% of benchmark.

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 the Agreement. Claims for payment shall be submitted in the form set forth in Exhibit D-1, Sample Invoice, by the 10th 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, 2012.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2012 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.

One-time-only funds are added to the Federal SHIP Funds in the amount of twenty thousand, one hundred and seventy-one dollars (\$20,171) for baseline services.

The maximum amount to be paid by COUNTY to CONTRACTOR for HICAP for the period July 1, 2011 to June 30, 2012 shall not exceed **two hundred sixty-one thousand, nine hundred and fifty-nine dollars (\$261,959).**

HICAP Fund.....	\$53,576
Reimbursements (Ins Fund).....	\$107,169
Federal SHIP Funds.....	\$101,214
Total HICAP Funds.....	\$261,959

MIPPA 2

**ACA MIPPA (CFDA #93.518)
MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT
(CFDA #93.779)**

FUNDING SOURCE: State Agreement 2M-1011-32 & 2M-1011-32, Amendment #1

I. SERVICES TO BE PROVIDED BY CONTRACTOR

Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

All LIS and MSP applications submitted after October 1, 2010 will apply toward the "2 MIPPA" performance benchmarks.

Service:

Medicare Improvements for Patients and Providers Act

Unit of Service Definition & Measurement:

Completed and submitted Low Income Subsidy (LIS) applications and Medicare Savings Plan (MSP) applications.

Estimated Service Units to be delivered:

71

Average Cost per Unit of Service: \$361.7464 (71 x \$361.7464= \$25,684*)

***Rounded to the nearest dollar**

Benchmark of Service Units to be delivered:

by September 30 th :	17 Units	(25%)
by December 31 st :	35 Units	(50%)
by March 31 st :	53 Units	(75%)
by June 30 th :	71 Units	(100%)

II. PERFORMANCE REPORTING

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2011, January 10, 2012, April 10, 2012, and July 10, 2012. The Narrative Report shall be in the form set forth in Exhibit D-4.

CONTRACTOR shall submit monthly MIPPA reports to the California Department of Aging (CDA) and to the COUNTY. All data reports must be completed on the Excel spreadsheet, "MIPPA Monthly Reporting Tool," provided by CDA. This spreadsheet is attached as Exhibit D-5. This spreadsheet is also available on the CDA website, <http://www.aging.ca.gov/aaa/mippa.asp>.

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 periods within the contract term. 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 periods, 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

MIPPA 2 does not require a local cash/in-kind match.

IV. INVOICE/PAYMENT PROVISIONS

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. If CONTRACTOR delivers less than the benchmark of service units for two (2) consecutive periods, CONTRACTOR's payment may be limited to the amount of grant funds based on the percentage of services provided year to date.

The benchmark is identified in Section I, Services to be Provided, and 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. Invoice reductions due to the restriction will be reimbursed once service units are met within 20% of benchmark.

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 the Agreement. Claims for payment shall be submitted in the form set forth in Exhibit D-6, Sample Invoice, by the 10th of the month for services rendered in the previous month.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2012 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.

The maximum amount to be paid by COUNTY to CONTRACTOR for MIPPA 2 for the period July 1, 2011 to June 30, 2012 shall not exceed **twenty-five thousand, six hundred and eighty-four dollars (\$25,684)**.

MONTEREY COUNTY
DEPARTMENT OF SOCIAL & EMPLOYMENT SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice, setting forth the amount claimed. The invoice shall be submitted in the form set forth in Exhibit D-1.

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, CC-2, CC-3, C-4, CC-5, and CC-6. Only the costs listed in Exhibits CC-1, CC-2, CC-3, C-4, CC-5, and CC-6 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.

1.03 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items. (Ombudsman Citation Program is excluded from this cost control flexibility of 20%).

1.04 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.05 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY

within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibits AAA, AA-1, AA-2, AA-3, A-4, AAA-5, and AA-6**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibits AAA, AA-1, AA-2, AA-3, A-4, AAA-5, and AA-6**, 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.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.05 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.06 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 - Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;

- 3) any available drug counseling, rehabilitation, and employee assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;
- 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social and Employment Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

EXHIBIT BB

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (ADEA), 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 5.01 - 5.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 5.01 - 5.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Teresa Sullivan** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social and Employment Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social and Employment Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSES Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSES Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSES Division Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Division Deputy Director shall, within fifteen (15)

EXHIBIT BB

working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social & Employment Services.

B. CONTRACTOR's appeal of the Division Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit or audit reports covering the contract period, prepared by an independent Certified Public Accountant. The audit requirement is for the purpose of determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. Such audit shall be performed in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" as published by the Comptroller General of the United States, and in accordance with generally accepted auditing standards.

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit, or audit report, required herein no later than 120 days after the close of CONTRACTOR's Fiscal Year. If CONTRACTOR's fiscal records adhere to a Fiscal Year different from COUNTY's, then CONTRACTOR's audit will include a schedule(s) coinciding with COUNTY's Fiscal Year (July-June), or CONTRACTOR may submit a program specific audit coinciding with COUNTY's Fiscal Year (July-June).

In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY in order to grant the extension. The submittal of the audit will continue to be required and due **no later than six (6) months** after the close of CONTRACTOR's fiscal year-end.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) An annual independent audit and Management Letter conducted in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States. **The audit must identify all funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

-OR-

2) If CONTRACTOR is not required to have an annual independent audit conducted in accordance with **both** Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States, other than to comply with COUNTY's request, **then** an annual independent audit and Management Letter, conducted only in accordance with Generally Accepted Auditing Standards (GAAS) may be submitted *as long as the audit includes this grant/program as part of the testing*. **The audit must identify all funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

EXHIBIT H

COUNTY reserves the right to require a program specific audit at COUNTY's discretion.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under OMB Circular 133, then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under OMB Circular 133, the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the Federal Acquisition Regulation (FAR) (48 CFR parts 30 and 31), or other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Alliance on Aging


(signature of authorized representative)

4/30/2012
(date)

Monterey County AAA Budget Certification Report

Fiscal Year 2011-2012

Title III-B Outreach

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	26,622	4,800
Payroll Taxes	2,337	-
Employee Benefits	797	-
Volunteer Reimbursements	-	-
Conference / Trainings / Meetings	-	-
Travel / Vol Travel	250	-
Professional Fees: Acctg/Legal/DP	1,846	-
Equipment Purchase	1,039	-
Equipment Rental / Maintenance	-	-
Occupancy	-	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	758	-
Postage / Shipping	182	-
Printing / Publication	1,805	-
Public Relations / Advertising	4,800	-
Subs / Membership Dues	-	-
Supplies	400	-
Food / Food Service	-	-
Vehicle Operation	1,500	-
Overhead (8% limit)	3,003	-
Awards / Events	-	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	45,339	4,800

50,139

AAA Grant	NSIP Grant	OTO Grant	CashMatch	IKMatch	GRTotal	Required Match
40,300	-	5,039	-	4,800	50,139	5,280
Project Income	-	-	-	4,800	50,139	5,280

8/30/2012

I certify that the amounts displayed are accurate and correct.

Jessica Sullwa
Provider Signature

Date 3-22-12

Veronica Cortina
AAA Fiscal Officer

Date 3/22/2012

Elaine [Signature]
AAA Management Analyst

Revision Date

Monterey County AAA Budget Certification Report

Fiscal Year 2011-2012

Title III-B Ombudsman

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	13,512	7,500
Payroll Taxes	1,353	-
Employee Benefits	1,600	-
Occupancy	2,341	-
Volunteer Reimbursements	100	-
Travel / Vol Travel	50	-
Conference / Trainings / Meetings	50	-
Professional Fees: Acctg/Legal/DP	1,300	-
Equipment Purchase	1,039	-
Equipment Rental / Maintenance	758	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	1,000	-
Postage / Shipping	80	-
Printing / Publication	100	-
Public Relations / Advertising	100	-
Subs / Membership Dues	90	-
Supplies	300	-
Food / Food Service	90	-
Vehicle Operation	-	-
Overhead (8% limit)	1,770	-
Awards / Events	50	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	509	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	26,192	7,500
		33,692

AAA Grant	NSIP Grant	OTO Grant	CNNonMatch	IKNonMatch	CashMatch	IKMatch	GRTotal	Required Match
22,295	-	3,897	-	-	-	7,500	33,692	3,548

I certify that the amounts displayed are accurate and correct.

Approved by Veronica Renteria AAA Fiscal Officer Date 3-22-12
 Approved by [Signature] AAA Management Analyst Date 3/22/2012

Provider Signature [Signature] Date 3-22-12
 Revision Date 4/30/2012

Monterey County AAA Budget Certification Report

Fiscal Year 2011-2012

Title 7A Ombudsman

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	20,017	-
Payroll Taxes	1,000	-
Employee Benefits	1,784	-
Occupancy	750	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	700	-
Conference / Trainings / Meetings	75	-
Professional Fees: Acctg/Legal/DP	1,360	-
Equipment Purchase	-	-
Equipment Rental / Maintenance	500	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	100	-
Postage / Shipping	100	-
Printing / Publication	170	-
Public Relations / Advertising	40	-
Subs / Membership Dues	30	-
Supplies	400	-
Food / Food Service	100	-
Vehicle Operation	-	-
Overhead (8% limit)	2,297	-
Awards / Events	100	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	29,523	29,523

AAA Grant	NSIP Grant	OTO Grant	Project Income	CNonMatch	IKNonMatch	CashMatch	IKMatch	GRTotal	Required Match
28,739	-	784	-	-	-	-	-	29,523	-

I certify that the amounts displayed are accurate and correct. Debra Spurr Revision Date 4/30/2012

Approved by Debra Spurr Date 3-22-12
 AAA Fiscal Officer
 Approved by Edm [Signature] Date 3/22/2012
 AAA Management Analyst

Monterey County AAA Budget Certification Report

Fiscal Year 2010-2011

HICAP Fund

Alliance on Aging

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	26,138	-
Payroll Taxes	2,000	-
Employee Benefits	3,137	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	705	-
Conference / Trainings / Meetings	443	-
Professional Fees: Acctg/Legal/DP	7,824	-
Equipment Purchase	83	-
Equipment Rental / Maintenance	576	-
Occupancy	2,657	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	1,300	-
Postage / Shipping	68	-
Printing / Publication	215	-
Public Relations / Advertising	1,406	-
Subs / Membership Dues	576	-
Supplies	589	-
Food / Food Service	44	-
Vehicle Operation	332	-
Overhead (8% limit)	4,286	-
Awards / Events	89	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	1,108	-
Expense Totals	53,576	53,576

AAA Grant	NSIP Grant	OTO Grant	Project Income	CNonMatch	IKNonMatch	CashMatch	IKMatch	GRTotal	Required Match
53,576	-	-	-	-	-	-	-	53,576	-

I certify that the amounts displayed are accurate and correct.

Revision Date 4/30/2012

Approved by *Veronica Cortina* AAA Fiscal Officer Date 3-22-12
 Approved by *Elmer [Signature]* AAA Management Analyst Date 3/22/2012
 Provider Signature *Jessica Sullivan* Date 3-22-12

Monterey County AAA Budget Certification Report

Fiscal Year 2010-2011

HICAP Reimbursement

Alliance on Aging

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	51,851	-
Payroll Taxes	3,967	-
Employee Benefits	6,222	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	1,409	-
Conference / Trainings / Meetings	886	-
Professional Fees: Acctg/Legal/DP	16,103	-
Equipment Purchase	166	-
Equipment Rental / Maintenance	1,152	-
Occupancy	5,314	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	2,654	-
Postage / Shipping	137	-
Printing / Publication	430	-
Public Relations / Advertising	2,826	-
Subs / Membership Dues	1,152	-
Supplies	1,179	-
Food / Food Service	89	-
Vehicle Operation	665	-
Overhead (8% limit)	8,574	-
Awards / Events	177	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	2,216	-
Expense Totals	107,169	107,169

AAA Grant	NSIP Grant	OTO Grant	Required Match
107,169	-	-	-
Project Income	CNonMatch	IKNonMatch	CashMatch
-	-	-	-
			IKMatch
			GRTotal
			107,169

I certify that the amounts displayed are accurate and correct.

Revision Date 4/30/2012

Approved by Victoria Renteria AAA Fiscal Officer Date 3-22-12
 Approved by Elva AAA Management Analyst Date 3/22/2012

Monterey County AAA Budget Certification Report

Fiscal Year 2011-2012

HICAP Ship Fund

Alliance on Aging

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	36,776	-
Payroll Taxes	3,021	-
Employee Benefits	4,413	-
Occupancy	3,984	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	1,066	-
Conference / Trainings / Meetings	670	-
Professional Fees: Acctg/Legal/DP	10,827	-
Equipment Purchase	19,942	-
Equipment Rental / Maintenance	872	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	2,007	-
Postage / Shipping	102	-
Printing / Publication	325	-
Public Relations / Advertising	2,127	-
Subs / Membership Dues	871	-
Supplies	891	-
Food / Food Service	67	-
Vehicle Operation	503	-
Overhead (8% limit)	6,483	-
Awards / Events	134	-
Client Support	-	-
Federal Mental Health	4,457	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	1,676	-
Expense Totals	101,214	101,214

AAA Grant	NSIP Grant	OTO Grant	Project Income	CNonMatch	IKNonMatch	CashMatch	IKMatch	GRTotal	Required Match
101,214	-	-	-	-	-	-	-	101,214	-

4/30/2012

I certify that the amounts displayed are accurate and correct. Leesa Sullivan Provider Signature
Revision Date

Approved by Veronica Lentini AAA Fiscal Officer Date 3-22-12

Approved by [Signature] AAA Management Analyst Date 3/22/2012

Monterey County AAA Budget Certification Report

Fiscal Year 2011-2012

MIPPA - AAA MIPPA

Alliance on Aging

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	3,669	-
Payroll Taxes	273	-
Employee Benefits	15	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	89	-
Conference / Trainings / Meetings	-	-
Professional Fees: Accfg/Legal/DP	-	-
Equipment Purchase	-	-
Equipment Rental / Maintenance	-	-
Occupancy	-	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	-	-
Postage / Shipping	-	-
Printing / Publication	-	-
Public Relations / Advertising	5,262	-
Subs / Membership Dues	-	-
Supplies	-	-
Food / Food Service	-	-
Vehicle Operation	-	-
Overhead (8% limit)	354	-
Awards / Events	-	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	9,662	9,662

AAA Grant	NSIP Grant	OTO Grant	Project Income	CNonMatch	IKNonMatch	CashMatch	IKMatch	GRTotal	Required Match
9,662	-	-	-	-	-	-	-	9,662	-

I certify that the amounts displayed are accurate and correct.

Provider Signature: *Jessica Sulliva*
 Date: 3-22-12
 Approved by: *Kathleen Renteria*
 AAA Fiscal Officer
 Approved by: *Elmer [Signature]*
 AAA Management Analyst
 Date: 3/22/2012

Revision Date 4/30/2012

Monterey County AAA Budget Certification Report

Fiscal Year 2011-2012

MIPPA - HICAP MIPPA

Alliance on Aging

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	3,262	-
Payroll Taxes	257	-
Employee Benefits	294	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	88	-
Conference / Trainings / Meetings	-	-
Professional Fees: Accg/Legal/Dp	-	-
Equipment Purchase	-	-
Equipment Rental / Maintenance	-	-
Occupancy	-	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	-	-
Postage / Shipping	-	-
Printing / Publication	-	-
Public Relations / Advertising	11,480	-
Subs / Membership Dues	-	-
Supplies	-	-
Food / Food Service	-	-
Vehicle Operation	-	-
Overhead (8% limit)	641	-
Awards / Events	-	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	16,022	16,022

AAA Grant	NSIP Grant	OTO Grant	Project Income	CNonMatch	IKNonMatch	CashMatch	IKMatch	GRTotal	Required Match
16,022	-	-	-	-	-	-	-	16,022	-

I certify that the amounts displayed are accurate and correct.

Approved by Victoria Cortez AAA Fiscal Officer Date 3-22-12
 Approved by Elva AAA Management Analyst Date 3/22/2012
 Provider Signature Jessica Sulwa Date 4/30/2012