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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Alliance on Aging,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Outreach, Ombudsman and Health Insurance Counseling and Advocacy (HICAP) services.

2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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: **$ 508,904.00**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2024 **to** June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See page 11(a) for list of Exhibits.

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the 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 the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

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14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Lori A. Medina, Director	John McPherson, Executive Director
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	247 Main Street, Salinas, CA 93901
Address	Address
831-755-4430	831-758-4011
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes

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CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

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16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: Lori A. Medina
Department Head (if applicable)

Date: 6/28/2024 | 9:19 AM PDT

Approved as to Form
County Counsel
Susan K. Blitch, Acting County Counsel

By: DocuSigned by: Anne Brereton
County Counsel

Date: 5/31/2024 | 9:10 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth
Auditor/Controller

Date: 6/3/2024 | 10:04 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Alliance on Aging
Contractor/Business Name *

By: DocuSigned by: Tina Del Piero
(Signature of Chair, President, or Vice-President)

Tina Del Piero AOA Board President
Name and Title

Date: 5/29/2024 | 4:05 PM PDT

By: DocuSigned by: Jana Hatten
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jana Hatten
Name and Title

Date: 5/30/2024 | 8:16 AM PDT

County Board of Supervisors' Agreement No. A-16956 **approved on** 6/25/2024

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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LIST OF EXHIBITS

ALLIANCE ON AGING

Exhibit A	Scope of Services/Payment Provisions
Exhibit A-1	Sope of Services – Title III B, Outreach
Exhibit A-2	Scope of Services – Title III B, Ombudsman
Exhibit A-3	Scope of Services – Title VII A, Ombudsman
Exhibit A-4	Scope of Services – Ombudsman Initiative
Exhibit A-5	Scope of Services – HICAP
Exhibit A-6	Scope of Services – MIPPA
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget – Title III B, Outreach
Exhibit C-2	Budget – Title III B, Ombudsman
Exhibit C-3	Budget – Title VII A, Ombudsman
Exhibit C-4	Budget – Ombudsman Initiative
Exhibit C-5	Budget – HICAP and SHIP
Exhibit C-6	Budget – MIPPA (SHIP, AAA, and ADRC)
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 Guidelines
Exhibit D-6	Inventory Listing (AAA Funded Inventory)
Exhibit E	Elder Abuse & Neglect Reporting Certification
Exhibit F	HIPAA Certification
Exhibit G	Lobbying Certification
Exhibit H	Audit & Recovery of Overpayments
Exhibit H-1	Schedule of County Programs

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EXHIBIT A

SCOPE OF SERVICES/PAYMENT PROVISIONS

ALLIANCE ON AGING
JULY 1, 2024 to JUNE 30, 2025

I. CONTACT INFORMATION

Contact Person:	John McPherson, Executive Director (831) 758-4011
Disaster Preparedness Coordinator:	Jody Rogers, Director of Operations (831) 758-4011
County Contract Manager:	Thomas De La Cruz, Management Analyst III Area Agency on Aging (AAA) Department of Social Services (DSS), Aging and Adult Services Branch (AAS) 730 La Guardia Street Salinas, CA 93905 (831) 796-3391 delacruzt@countyofmonterey.gov

II. OFFICES

Salinas: 247 Main Street, Salinas CA 93901
Monterey: 280 Dickman Avenue, Monterey CA 93940

Days and Hours of Service:
Monday to Friday, 9 a.m. to 5 p.m. Closed from noon to 1 p.m.

III. SUBAWARD INFORMATION

Sub-award: State of California Department of Aging (CDA)

CONTRACTOR Unique Entity ID (UEI): G5RNR2HMXHM3

Federal Award Identification Number (FAIN): HI-2425-32, MI-2324-32-A1, and AAA-2425-32

Date County Awarded Funding: 4/1/2024 and 7/1/2024

CFDA Pass-through Information and Dollar Amount:

1. 93.044 (Title III B, Outreach) $63,219
2. 93.042 (Title III B, Ombudsman) $136,084
3. 93.042 (Title VII A, Ombudsman) $40,680
4. Ombudsman Citation (PHF) $3,673
5. Ombudsman Initiative (SHF) $9,701
6. Ombudsman Initiative (SNF) $17,448
7. HICAP and SHIP $228,348

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8. MIPPA (SHIP, AAA, and ADRC) $9,751

Federal Award Description:
Administration on Aging, Department of Health and Human Services

1. Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Outreach & Ombudsman)
2. Special Programs for the Aging – Title VII A, Chapter 2 – Long Term Care Ombudsman Services for Older Individuals
3. State Funds, Ombudsman Citation, Public Health Licensing & Certification Program Fund (PHF)
4. State Funds, Ombudsman Initiative, State Health Facilities Citation Penalties Account (SHF)
5. State Funds, Ombudsman Initiative, Quality & Accountability Senior Nursing Facilities (SNF)

Department of Health and Human Services Administration for Community Living

1. Health Insurance Counseling and Advocacy Program (HICAP), State Health Insurance Assistance Program (SHIP)
2. Medicare Improvements for Patients and Providers (MIPPA), State Health Insurance Assistance Program (SHIP), Area Agency on Aging, and Aging and Disability Resource Connection (ADRC)

Research and Development: no

Indirect Cost Rate: 10%

IV. COMPLIANCE REQUIREMENTS

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:

1. Clean Air Act, as amended. [42 USC § 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251, et *seq*.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Code (Cal. Pub. Con. Code § 10295 et seq.)
5. Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)
6. Occupational Safety and Health Administration applicable regulations [OSHA Act].

AAA Service Provider's Handbook: In addition, there are local requirements of the County of Monterey Area Agency on Aging (AAA) for all service providers outlined in the AAA Service Providers' Handbook, electronic version available upon request.

California Department of Aging (CDA) Program Guide: A Program Guide (or "Guide") has been created and is intended for use by CDA and the COUNTY and CONTRACTOR as a reference tool for the provision of Older Californians Act (OCA) and Older Americans Act (OAA) programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

The Program Guide is maintained, updated, and revised by CDA. Updates are made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

The official copy of the Program Guide shall be kept and maintained on CDA's webpage found here:
https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Memorandums_of_Understanding/

V. SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR shall provide the services outlined in **Exhibits A, A-1, A-2, A-3, A-4, A-5** and **A-6**, attached.

VI. AGING AND DISABILITY RESOURCE CONNECTION (ADRC)

CONTRACTOR shall be part of the Monterey County Aging and Disability Resource Connection (ADRC) no wrong door service delivery model, by joining the ADRC network, participating in meetings, referring, and sharing information to break down silos between programs and services for older adults, adults with disabilities, and their families.

a. Joining the ADRC network as a partner agency,
b. Participating in bi-monthly ADRC meetings,
c. Referring individuals to ADRC partner agencies,
d. Connecting individuals with other services through a warm hand-off when possible, and
e. Sharing information about your agency's services with ADRC partners.

VII. 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 economic and social need.

CONTRACTOR is required to target older adults who face the greatest economic and social need as defined in Welfare and Institutions Code (WIC) section 9015. "Greatest economic need" means the need resulting from an income level at or below the poverty threshold established by the Bureau of the Census." Greatest social need includes the factors: physical or mental disability, language barriers, and cultural or social isolation caused by, among other things, racial and ethnic status, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, or gender expression." In 2021, the HIV status was added to the factors that constitute "greatest social need".

Particular attention is required to serve older individuals that are:

- Low-income minorities

- Native Americans
- Residents in rural areas
- Limited English-Proficient (LEP) speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer's disease or related dementias
- Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) persons
- Persons living with human immunodeficiency virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or other chronic conditions.

VIII. GETCARE LICENSES

COUNTY shall pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, e-mail accounting@getcare.com and ca2help@getcare.com. Licenses shall be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

IX. 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 A, A-1, A-2, A-3, A-4, A-5** and **A-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.

X. EQUIPMENT

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over $5,000. Property with per unit cost of $5,000 or more, all computing devices regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) regardless of cost, require justification and approval by COUNTY.

Competitive quotations shall be solicited for Equipment purchases and COUNTY shall provide guidelines when quotes are required and how many quotes are required.

1) Less than $3,000 – One quote minimum is required.
2) More than $3,000 but less than $15,000 – A minimum of two quotes is required.
3) Greater than $15,000 but less than $50,000 – Three quotes are required.

Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting quotations, date and amount of each quotation shall be recorded and

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maintained. The CONTRACTOR shall select the quote that is most advantageous to the CONTRACTOR AND COUNTY. The action and results must be documented.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.

Equipment must be received by June 30, 2025, 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 COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-5.** A current Inventory Listing of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibit D-6**).

XI. PROGRAM INCOME

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered (e.g. guest meal fees).
- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
- Royalties received on patents and copyrights from contract-supported activities; and
- Proceeds from the sale of items purchased under a AAA agreement (REQUIRES WRITTEN APPROVAL FROM AAA).

It is required that the CONTRACTOR provide each recipient of a AAA funded service with an opportunity to voluntarily contribute. Those funds must be tracked and considered program income for that particular service. There shall be no tracking of recipients regarding contributions or lack of contributions. Estimated contributions are included in attached budgets and shall be used to expand the service.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2025.

XII. INVOICE/PAYMENT PROVISIONS

Claims for Payment shall 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 **Exhibits A, A-1, A-2, A-3, A-4, A-5** and **A-6**, Section I, Services to be Provided, and Section II, Performance Reporting.

Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

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COUNTY shall pay CONTRACTOR in accordance with **Exhibit B**, Section I. PAYMENT BY COUNTY. Claims for payment shall be submitted in the form set forth in **Exhibit D-1,** Sample Invoice, by the 10th day of the month for services rendered in the previous month.

For Title IIIB Outreach, Title VII and Ombudsman funded services the final invoice is due no later than June 10, 2025. CONTRACTOR acknowledges that all Title IIIB, Title VII and Ombudsman funding under this Agreement shall be exhausted by May 31, 2025; however, services shall continue through June 30, 2025, with other program funding and shall be recorded as Cash Match. For HICAP funded services the final invoice is due April 10, 2025, with HICAP funding under this Agreement exhausted by March 31, 2025. For MIPPA funded services the final invoice is due September 10, 2024, with all MIPPA funding under this Agreement exhausted by August 31, 2024.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2025.

XIII. PAYMENT SUMMARY

Funding Type	*July 1, 2024 through June 30, 2025*
Title III B, Outreach	$63,219
Title III B, Ombudsman	$136,084
Title VII A, Ombudsman	$40,680
Ombudsman PHF	$3,673
Ombudsman SHF	$9,701
Ombudsman SNF	$17,448
SUB-TOTAL:	$270,805

The amount payable by COUNTY to CONTRACTOR for Outreach and all Ombudsman Services for the period July 1, 2024, to June 30, 2025 shall not exceed **two hundred seventy thousand, eight hundred and five dollars ($270,805).**

Funding Type	*July 1, 2024 through March 31, 2025*
HICAP Reimbursements	$84,506
State HICAP Fund	$42,259
Fund Augmentation	$43,991
Federal SHIP	$57,592

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SUB-TOTAL:	$228,348

The total amount payable by COUNTY to CONTRACTOR for services supported by HICAP Reimbursements, State HICAP Fund, HICAP Fund Augmentation and Federal SHIP Funds for the period July 1, 2024 through March 31, 2025 shall not exceed **two hundred twenty-eight thousand, three hundred and forty-eight dollars ($228,348).**

Funding Type	*July 1, 2024 through August 31, 2024*
MIPPA SHIP	$5,611
MIPPA AAA	$2,134
MIPPA ADRC	$2,006
SUB-TOTAL:	$9,751

The total amount payable by COUNTY to CONTRACTOR for MIPPA Services for the period July 1, 2024 through August 31, 2024 shall not exceed **nine thousand seven hundred fifty-one dollars ($9,751)**.

GRAND TOTAL:	**$508,904**

The maximum amount payable by COUNTY to CONTRACTOR for all services under this Agreement for the period July 1, 2024, through June 30, 2025 shall not exceed **five hundred eight thousand, nine hundred and four dollars ($508,904).**

This Agreement is funded by the California Department of Aging (CDA) Agreements # HI-2425-32 and AAA-2425-32. The terms and conditions of these CDA Agreements are incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County shall provide an electronic copy of the Agreements to CONTRACTOR.

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EXHIBIT A-1

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

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

Staff shall conduct Benefits Check-Up (BCU) screenings to assist older adults and individuals with disabilities in determining their eligibility for services and supports and provide enrollment assistance as needed.

One-on-one contact with individuals at Senior Benefit Clinics. Individuals are screened, determined eligible for services, and enrollment assistance is provided when needed

1. **Supportive Services:**
   Outreach (Non-Registered)

   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 provided: 5,800 to include 150 BCU screenings.

   Benchmark of Service Units to be delivered:

by September 30th:	1,450 Units	(25%)
by December 31st:	2,900 Units	(50%)
by March 31st:	4,350 Units	(75%)
by June 30th:	5,800 Units	(100%)

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2. **Supportive Services:**

Transportation (Non-Registered, i.e., distribution of Monterey Salinas Transit bus passes)

Unit of Service Definition:

Transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes. Provide resources to older adults that meet pre-determined criteria and use provided signature logs for tracking purposes. Follow prescribed procedures as established.

Unit of Service Measurement:

1 One Way Trip

Estimated Service Units to be provided: 4,200

300 (Weekly) Bus Passes = 14 Units Each

300 (Weekly) Bus Passes x 14 Units = 4,200 Total Units

Benchmark of Service Units to be provided:

by September 30th:	75 Bus Passes = 1,050 Units (25%)
by December 31st:	150 Bus Passes = 2,100 Units (50%)
by March 31st:	225 Bus Passes = 3,150 Units (75%)
by June 30th:	300 Bus Passes = 4,200 Units (100%)

II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. This is a non-registered service and, as a result, only summarized client and service data needs to be entered.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2024, January 10, 2025, April 10, 2025 and July 10, 2025. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

CONTRACTOR shall provide participant signature logs to COUNTY for the distribution of Monterey Salinas Transit **daily** bus passes by the 10th day of the month for bus passes distributed in the previous month or as needed by the County Contract Manager.

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 shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide, if requested a corrective action plan to the COUNTY describing the reason for the occurrence and a plan to meet the benchmark.

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.

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If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

IV. PAYMENT SUMMARY

The total amount payable by COUNTY to CONTRACTOR for Title III-B-Outreach for the period July 1, 2024, to June 30, 2025, shall not exceed **sixty-three thousand, two hundred nineteen dollars ($63,219).**

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EXHIBIT A-2

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

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 and Definition:
   Complaint Resolution Rate: This rate is based on the number of partially resolved or fully resolved complaints, divided by the total number of complaints.
   Benchmark is to achieve **57.0%** completion or higher.

2. Service and Definition:
   Work with Resident Councils: This begins with initial contact of appropriate staff/volunteers through continued participation at meetings.
   Unit of Service Measurement: Each Council
   Estimated Service Units to be delivered: Benchmark of **15** by June 30th

3. Service and Definition:
   Work with Family Councils: This begins with initial contact of appropriate staff/volunteers through continued participation at meetings.
   Unit of Service Measurement: Each Council
   Estimated Service Units to be delivered: Benchmark of **1** by June 30th

4. Service and Definition:
   Information and Assistance to Facility Staff: This includes the count of instances of Ombudsman representatives' interactions with facility staff for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in-person.
   Unit of Service Measurement: Each occurrence
   Estimated Service Units to be delivered: Benchmark of **402** by June 30th

5. Service and Definition:
   Information and Assistance to Individuals: This includes the count of instances of Ombudsman representatives' interactions with residents, family members, friends, and others in the community for the purpose of providing general information and assistance unrelated to a complaint. Information and Assistance may be accomplished by telephone, letter, email, fax, or in person.
   Unit of Service Measurement: Each occurrence
   Estimated Service Units to be delivered: Benchmark of **780** by June 30th

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II. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) Reporting System.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2024, January 10, 2025, April 10, 2025, and July 10, 2025. CONTRACTOR to attach copy of ODIN 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 shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the Area Agency on Aging (AA) upon request describing the reason for the occurrence and a plan to meet the benchmark.

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 program costs less program income and non-matching contributions, multiplied by the matching requirement percentage.

If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

IV. PAYMENT SUMMARY

The total amount payable by COUNTY to CONTRACTOR for Title III-B-Ombudsman for the period July 1, 2024, to June 30, 2025, shall not exceed **one hundred-thirty-six thousand, eighty-four dollars ($136,084).**

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EXHIBIT A-3

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

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 and Definition:
   Community Education: This includes community education events where Ombudsman volunteers and/or staff participate in local health fairs, public gatherings, public meetings, or similar events to provide information or instruction to community members about the LTC Ombudsman Program or LTC issues. The number of sessions refers to the number of events, not the number of participants.

   Unit of Service Measurement: Each event

   Estimated Service Units to be delivered: Benchmark of **15** by June 30th.

II. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) reporting system.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2024, January 10, 2025, April 10, 2025, and July 10, 2025. CONTRACTOR shall attach a copy of ODIN 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 shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

III. MATCH REQUIREMENTS

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

IV. PAYMENT SUMMARY

The total amount payable by COUNTY to CONTRACTOR for Title VII-A Ombudsman for the period July 1, 2024, through June 30, 2025, shall not exceed **Forty thousand six hundred eighty dollars ($40,680).**

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EXHIBIT A-4

OMBUDSMAN INITIATIVE
SCOPE OF SERVICES

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide advocacy services for residents in long-term care facilities in Monterey County. CONTRACTOR is federally mandated to do complaint investigation and resolution on behalf of these vulnerable residents and their families or representatives.

Funding under this Agreement shall be used to increase the number of Ombudsman volunteers working in skilled nursing facilities (SNFs). This project is part of the Governor's Long-Term Care Consumer Protection Initiative.

1. Service and Definition:
   Facility coverage at skilled nursing residential care facilities where Ombudsman volunteers visit the facility and engage with residents and/or staff (other than respond to a complaint).

   Benchmark is the percentage of facilities visited out of the total number in the County. The goal is to visit 100% of the facilities each quarter.

II. PERFORMANCE REPORTING

CONTRACTOR shall report program data as required in the Ombudsman Data Integration Network (ODIN) reporting system.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2024, January 10, 2025, April 10, 2025, and July 10, 2025. CONTRACTOR shall attach a copy of ODIN data report 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 shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall provide a corrective action plan to the COUNTY/AAA describing the reason for the occurrence and a plan to meet the benchmark.

III. MATCH REQUIREMENTS

The Ombudsman Initiative requires no local cash/in-kind match.

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IV. PAYMENT SUMMARY

Funding Type	*July 1, 2024 through June 30, 2025*
Ombudsman PHF	$3,673
Ombudsman SHF	$9,701
Ombudsman SNF	$17,448
SUB-TOTAL:	$30,822

The maximum amount payable by COUNTY to CONTRACTOR for Ombudsman Initiative – Senior Nursing Facilities (SNF) Quality and Accountability, State Health Facilities Citation Penalties Account (SHF) and Public Health Licensing & Certification Program Fund (PHF) for the period July 1, 2024, through June 30, 2025, shall not exceed **thirty thousand, eight hundred twenty-two dollars ($30,822).**

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EXHIBIT A-5

HICAP FUND
REIMBURSEMENTS (INS FUND), STATE HICAP FUND, HICAP AUGMENTATION FUND,
FEDERAL SHIP FUNDS (CFDA #92.324)
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 Health Insurance Counseling and Advocacy Program (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 Public Service Area (PSA); Clients Counseled: **1,238**
   Note: Clients Counseled equals the number of Intakes closed and finalized by the Program Manager.
2. Estimated Number of Public and Media Events: **159**
   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: **1,622**
   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: **701**
   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 and printed outreach materials.
5. Estimated Number of Contacts with Beneficiaries with Medicare Status Due to a Disability: **153**
   Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.). Results are 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 Unduplicated number of English as Second Language Contacts: **720**

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Note: This is the number of unduplicated English Second Language (ESL) were The Medicare beneficiary's Primary Language is not English.

8. Estimated Number of Enrollment and Enrollment Assistance Contacts: **2,041**
   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.

Benchmark of Services Provided:

CONTRACTOR shall provide Twenty-five percent (25%) of services specified in Services 1 through 8 quarterly, as reported in the CONTRACTOR'S quarterly report. There shall be some fluctuation by quarter in the services specified in Services 1 through 8 as driven by customer demand. It is anticipated that by March 30, 2025, 100% of specified services shall have been provided.

CONTRACTOR shall use the State HICAP fund augmentation to provide for the equivalent of at least 1.0 full-time Volunteer Coordinator.

II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the CDA Statewide HICAP Automated Reporting System (SHARP) PeerPlace System by the 15th day of the month following the month of service. CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by July 15, 2024, October 15, 2024, January 15, 2025, and April 15, 2025. CONTRACTOR shall attach a copy of CDA SHARP PeerPlace data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4.**

CONTRACTOR shall complete and submit the HICAP Semi-Annual Narrative Report (using a template provided by CDA) to the COUNTY for review and submission to CDA.

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 shall deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR shall 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. PAYMENT SUMMARY

The total amount payable by COUNTY to CONTRACTOR for services supported by HICAP Reimbursements, State HICAP Fund, HICAP Fund Augmentation and Federal SHIP Funds for the period July 1, 2024, through March 31, 2025, shall not exceed **Two hundred twenty-eight thousand, three hundred forty-eight dollars ($228,348).**

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EXHIBIT A-6

MIPPA SHIP, MIPPA AAA, AND MIPPA ADRC
MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT
(CFDA #93.071)

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.

"Affordable Care Act (ACA) MIPPA" funding is contingent on meeting a minimum percent of the individual PSA's total performance benchmarks in FY 2023-24. CDA shall evaluate achievement of performance benchmarks for the reporting period ending August 31, 2024.

Service:

Medicare Improvements for Patients and Providers Act (MIPPA).
The MIPPA funds are specifically tied to the following Priority Areas and activities.

- MIPPA Priority Area 1 (SHIP) – Activities must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for Low-Income Subsidy (LIS) beneficiaries or Medicare Savings Programs (MSPs); and outreach activities aimed at preventing disease and promoting wellness.
- MIPPA Priority Area 2 (AAA) – Activities must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.
- MIPPA Priority Area #3 (ADRC Service Areas) – Activities must include outreach in the ADRC Service Areas (Monterey County) regarding Medicare Part D benefits related to LIS beneficiaries and MSPs, and outreach activities aimed at preventing disease and promoting wellness. CONTRACTOR is encouraged to partner with our local ADRC and CCCIL to support the No Wrong Door approach and system.
- All Priority Areas – SHIPs, AAAs, and ADRCs: Must conduct outreach activities aimed at preventing disease and promoting wellness.

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:

Benchmark of 17 Service Units by August 31, 2024.

II. PERFORMANCE REPORTING

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Since MIPPA data reporting is wrapped under HICAP, CONTRACTOR shall enter MIPPA data monthly into the CDA Statewide HICAP Automated Reporting System (SHARP) PeerPlace System by the 10th day of the month following the month of service.

CONTRACTOR shall complete and submit the MIPPA Semi-Annual Narrative Report (using a template provided by CDA) to the COUNTY for review and submission to CDA.

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 shall deliver the contracted service units within 20% of the benchmark.

III. MATCH REQUIREMENTS

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

IV. PAYMENT SUMMARY

The total amount payable by COUNTY to CONTRACTOR for MIPPA Services for the period July 1, 2024 through August 31, 2024 shall not exceed **nine thousand seven hundred fifty-one dollars ($9,751)**.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices 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. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **June 10th for Title IIIB Outreach, Title VIIB and Ombudsman funded services, April 10th for HICAP funded services and September 10th for MIPPA funded services. If the Final Invoice is not received by COUNTY by close of business on June 10th, April 10thand September 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibits C-1, C-2, C-3, C-4, C-5,** and **C-6**. Only the costs listed in **Exhibits C-1, C-2, C-3, C-4, C-5,** and **C-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.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibits C-1, C-2, C-3, C-4, C-5,** and **C-6**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov.

1.04 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.

1.05 Payment in Full:

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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.

1.06 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 **Exhibit A, A-1, A-2, A-3, A-4, A-5 and A-6**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, **A-1, A-2, A-3, A-4, A-5 and A-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 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem

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continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 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.

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

2.08 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

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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 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.

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

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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

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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 4.01 - 4.08 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 4.01 - 4.08 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. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement,

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theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **John McPherson** 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.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social 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 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.

VII. 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.

VIII. 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:

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a) CONTRACTOR shall first discuss the problem informally with the designated DSS 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 DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch 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 Branch Deputy Director shall, within fifteen (15) 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 Services.

b) CONTRACTOR's appeal of the Branch 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.

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

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2024 - JUNE 30, 2025**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title IIIB Outreach

Funding Source and Federal Catalog #

Check one:			
Title III B	X	93.044
Title III D		93.043
Title VII A		93.042
Title VII B		93.041

Budget Version

Check one:			
Original	x	7/1/2024
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

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.

Tony McFarlane / 05/26/2024
Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:
- Completeness and Accuracy
- Reviewed for Allowable Costs
- Required Match of 10.53%
- Indirect Cost limit 10%

Date Budget Received:
Budget Approved by Fiscal Officer: amo 5.29.24
Budget Approved by Program:
Get-Care Updated by Vendor:
Get-Care Verified by Fiscal Officer:
Budget Template Last Updated: 3/27/24 Araceli Madrid

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JULY 1, 2024 - JUNE 30, 2025

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Alliance on Aging
Project:	Title IIIB Outreach

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	38,766	7,473
Payroll Taxes- ERE	2,966	
Employee Benefits- ERE	8,848	
SUBTOTAL (Personnel Costs):	50,580	7,473
*Travel		
Training		
Space	6,744	
Food		
Client Support		
Equipment		
Materials and Supplies	1,000	
Operating Services	3,395	
Indirect Costs	1,500	
Column Totals:	63,219	7,473
	Total Budget:	$ 70,692

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses*

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Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Executive Director	$125,000.00	1%	$ 1,563
1	Program Director	$53,300.00	4%	$ 1,999
1	Programs Manager	$66,560.00	4%	$ 2,496
1	Outreach Specialist	$54,080.00	50%	$ 27,040
1	Outreach Assistant	$39,520.00	10%	$ 3,952
1	Information / Referral Specialist	$17,160.00	10.00%	$ 1,716
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 355,620		$ 38,766.00
	Payroll Taxes- ERE			$ 2,966.00
	Employee Benefits- ERE			$ 8,848.00
	Total Paid Staff			$ 50,580.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1	Outreach Volunteers	$31.80	235	$ 7,473.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 7,473.00

	Total Personnel Costs			$ 58,053

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

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SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	-	-	$ -
Contributions (+) Matching	Section F	-	7,473	$ 7,473
AAA Grant Funds		63,219		$ 63,219
Total Funding		$ 63,219	$ 7,473	$ 70,692

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
   1. Participant donations from persons who participate or benefit from such activities.
   2. Usage or rental fees.
   3. Sales of assets purchased with grant funds.
   4. Royalties, patents, and copyrights.

Not to be included are:
   1. Revenues from non-activity related fundraisers.
   2. Gifts from philanthropic organizations or individuals.
   3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A -			$ -
Government Agencies:	B -			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)			7,473	$ 7,473
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ 7,473	$ 7,473

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

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Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title IIIB Outreach								
Original Amount	70,692	0	0	63,219	0	0	7,473	7,444
Fund Increase		0	0	0	0	0	0	0
10.53%	70,692	0	0	63,219	0	0	7,473	7,444
								Difference
Required Match (Original)	70,692	0	0	63,219	0	0	7,473	match OK
Required Match (Amended)	70,692	0	0	63,219	0	0	7,473	match OK

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EXHIBIT C-2

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

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2024 - JUNE 30, 2025**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title IIIB Ombudsman

Funding Source and Federal Catalog #

Check one:	Title III B	X	93.044
	Title III D		93.043
	Title VII A		93.042
	Title VII B		93.041

Budget Version

Check one:	Original	x	7/1/2024
	Revision		

If agency is applying for more than one funding source, multiple budgets are required.

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.

Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:
- Completeness and Accuracy
- Reviewed for Allowable Costs
- Required Match of 10.53%
- Indirect Cost limit 10%

Date Budget Received:
Budget Approved by Fiscal Officer: 5.29.24
Budget Approved by Program:
Get-Care Updated by Vendor:
Get-Care Verified by Fiscal Officer:
Budget Template Last Updated: 3/27/24 Araceli Madrid

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

JULY 1, 2024 - JUNE 30, 2025

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Alliance on Aging
Project:	Title IIIB Ombudsman

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	79,838	16,150
Payroll Taxes- ERE	6,108	
Employee Benefits- ERE	7,320	
SUBTOTAL (Personnel Costs):	93,266	16,150
*Travel	2,000	
Training	1,000	
Space	11,776	
Food	250	
Client Support		
Equipment		
Materials and Supplies	500	
Operating Services	19,651	
Indirect Costs	7,641	
Column Totals:	136,084	16,150
	Total Budget:	$ 152,234

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses*

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Program Director	$53,300.00	3%	$ 1,333
1	Programs Manager	$68,224.00	3%	$ 1,706
1	Ombudsman Program Manager	$67,158.00	40%	$ 26,863
1	Staff Ombudsman	$47,757.00	40%	$ 19,103
1	Staff Ombudsman	$44,772.00	40%	$ 17,909
1	Staff Ombudsman	$32,311.00	40.00%	$ 12,924
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 313,522		$ 79,838.00
	Payroll Taxes- ERE			$ 6,108.00
	Employee Benefits- ERE			$ 7,320.00
	Total Paid Staff			$ 93,266.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1	Ombudsman Volunteers	$34.00	475	$ 16,150.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 16,150.00

	Total Personnel Costs			$ 109,416

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	-	-	$ -
Contributions (+) Matching	Section F	-	16,150	$ 16,150
AAA Grant Funds		136,084		$ 136,084
Total Funding		$ 136,084	$ 16,150	$ 152,234

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
   1. Participant donations from persons who participate or benefit from such activities.
   2. Usage or rental fees.
   3. Sales of assets purchased with grant funds.
   4. Royalties, patents, and copyrights.

Not to be included are:
   1. Revenues from non-activity related fundraisers.
   2. Gifts from philanthropic organizations or individuals.
   3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A -			$ -
Government Agencies:	B -			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)			16,150	$ 16,150
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ 16,150	$ 16,150

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title IIIB Ombudsman								
Original Amount	152,234	0	0	136,084	0	0	16,150	16,030
Fund Increase		0	0	0	0	0	0	0
10.53%	152,234	0	0	136,084	0	0	16,150	16,030
								Difference
Required Match (Original)	152,234	0	0	136,084	0	0	16,150	match OK
Required Match (Amended)	152,234	0	0	136,084	0	0	16,150	match OK

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

EXHIBIT C-3

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

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2024 - JUNE 30, 2025**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title VIIA Ombudsman

Funding Source and Federal Catalog #

Check one:			
Title III B		93.044
Title III D		93.043
Title VII A	X	93.042
Title VII B		93.041

Budget Version

Check one:		
Original	x	7/1/2024
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

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.

Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:
- Completeness and Accuracy
- Reviewed for Allowable Costs
- Required Match of 10.53%
- Indirect Cost limit 10%

Date Budget Received:
Budget Approved by Fiscal Officer: amo 5-29-24
Budget Approved by Program:
Get-Care Updated by Vendor:
Get-Care Verified by Fiscal Officer:
Budget Template Last Updated: 3/27/24 Araceli Madrid

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

JULY 1, 2024 - JUNE 30, 2025

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Alliance on Aging
Project:	Title VIIA Ombudsman

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	27,387	-
Payroll Taxes- ERE	2,095	
Employee Benefits- ERE	2,800	
SUBTOTAL (Personnel Costs):	32,282	-
*Travel	3,000	
Training		
Space	2,350	
Food		
Client Support		
Equipment		
Materials and Supplies		
Operating Services		
Indirect Costs	3,048	
Column Totals:	40,680	-
	Total Budget:	$ 40,680

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses*

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Program Director	$53,300.00	3%	$ 1,333
1	Programs Manager	$68,224.00	2%	$ 1,671
1	Ombudsman Program Manager	$67,158.00	13%	$ 8,529
1	Staff Ombudsman	$47,757.00	13%	$ 6,065
1	Staff Ombudsman	$44,772.00	13%	$ 5,686
1	Staff Ombudsman	$32,311.00	12.70%	$ 4,103
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 313,522		$ 27,387.00
	Payroll Taxes- ERE			$ 2,095.00
	Employee Benefits- ERE			$ 2,800.00
	Total Paid Staff			$ 32,282.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ -

	Total Personnel Costs			$ 32,282

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	-	-	$ -
Contributions (+) Matching	Section F	-	-	$ -
AAA Grant Funds		40,680		$ 40,680
Total Funding		$ 40,680	$ -	$ 40,680

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
   1. Participant donations from persons who participate or benefit from such activities.
   2. Usage or rental fees.
   3. Sales of assets purchased with grant funds.
   4. Royalties, patents, and copyrights.

Not to be included are:
   1. Revenues from non-activity related fundraisers.
   2. Gifts from philanthropic organizations or individuals.
   3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A -			$ -
Government Agencies:	B -			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)				$ -
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title VIIA Ombudsman								
Original Amount	40,680	0	0	40,680	0	0	0	4,284
Fund Increase		0	0	0	0	0	0	4,284
10.53%	40,680	0	0	40,680	0	0	0	4,284
								Difference
Required Match (Original)	40,680	0	0	40,680	0	0	0	4,284
Required Match (Amended)	40,680	0	0	40,680	0	0	0	4,284

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

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

OMBUDSMAN BUDGET

BUDGET PERIOD: JULY 1, 2024 - JUNE 30, 2025

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Ombudsman Initiative

Funding Source and Catalog

Check one:			
	State Funds	X	Public Health L & C Program Fund
	State Funds	X	State Health Facilities Citation Penalties Account
	State Funds	X	SNF Quality & Accountability

Budget Version

Check one:			
	Original	X	7/1/2024
	Revision		

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.

Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:

- Completeness and Accuracy
- Reviewed for Allowable Costs
- Indirect Cost limit 10%
- No Required Match

Date Budget Received:

Budget Approved by Fiscal Officer: CWD 5-29-24

Budget Approved by Program:

Get-Care Updated by Vendor:

Get-Care Verified by Fiscal Officer:

Budget Template Last Updated: 3/27/24 Araceli Madrid

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

Agency Name: Alliance on Aging Ombudsman Initiative

SECTION A:

BUDGET SUMMARY

Categories of Expenses	Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	Total Budget
Personnel	**$ 3,306**	**$ 8,731**	**$ 15,704**	**$ 27,741**
Operating Expenses	**$ 367**	**$ 970**	**$ 1,744**	**$ 3,081**
Total	**$ 3,673**	**$ 9,701**	**$ 17,448**	**$ 30,822**

Source of Revenue		Public Health L & C Program Fund		State Health Facilities Citation Penalties Account		SNF Quality & Accountability		Total Budget	
		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
AAA Grant		**$ 3,673**		**$ 9,701**		**$ 17,448**		**$ 30,822**	**$ -**
Project Income								**$ -**	$ -
Other Federal Funds	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
Other State Funds	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
County/City Funds	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
Private Grants	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
Net Fundraising	*Match*		$ -		$ -			**$ -**	$ -
	Non-Match							**$ -**	$ -
Totals by match	*Match*	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**	$ -
	Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**	$ -
TOTAL		**$ 3,673**		**$ 9,701**		**$ 17,448**		**$ 30,822**	

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

SECTION B:

Alliance on Aging
Ombudsman Initiative
SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program			Program Cost
			Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	
1	Program Director	$53,300.00	0%	1%	1%	$ 1,226.00
1	Programs Manager	$68,224.00	0%	1%	1%	$ 1,569.00
1	Ombudsman Program Manager	$67,158.00	1%	3%	6%	$ 7,387.00
1	Staff Ombudsman	$47,757.00	1%	3%	6%	$ 5,253.00
1	Staff Ombudsman	$44,772.00	1%	3%	6%	$ 4,925.00
1	Staff Ombudsman	$32,311.00	1%	3%	6%	$ 3,554.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
	Total Salaries	$ 313,522.00	$ 2,861.00	$ 7,535.00	$ 13,519.00	$ 23,915.00
	Payroll Taxes- ERE		$ 219.00	$ 576.00	$ 1,034.00	$ 1,829.00
	Employee Benefits- ERE		$ 226.00	$ 620.00	$ 1,151.00	$ 1,997.00
	Total Paid Staff	**$ 313,522.00**	**$ 3,306.00**	**$ 8,731.00**	**$ 15,704.00**	**$ 27,741.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program			Program Cost
			Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	
						$ -
						$ -
						$ -
						$ -
						$ -
	Total In-Kind Staff		**$ -**	**$ -**	**$ -**	**$ -**
	Total Personnel Costs	**$ 313,522**	**$ 3,306**	**$ 8,731**	**$ 15,704**	**$ 27,741**

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), column "Total Budget"

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

JULY 1, 2024 - JUNE 30, 2025

SECTION C:

Alliance on Aging

Ombudsman Initiative

OPERATING EXPENSES / EQUIPMENT
AND INDIRECT COSTS

OPERATING EXPENSE & EQUIPMENT	Public Health L & C Program Fund		State Health Facilities Citation		SNF Quality & Accountability		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
Travel							$ -	$ -
Training							$ -	$ -
Space							$ -	$ -
Food							$ -	$ -
Client Support							$ -	$ -
Equipment							$ -	$ -
materials and Supplies							$ -	$ -
Operating Services							$ -	$ -
Indirect Cost 10 % limit of Grant Funding	$ 367		$ 970		$ 1,744		$ 3,081	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
Total Operating Expenses	367	-	970	-	1,744	-	3,081	-

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

MONTEREY COUNTY AREA AGENCY ON AGING

PLANNING AND SERVICE AREA NO. 32

HICAP BUDGET

BUDGET PERIOD: **July 1, 2024 - June 30, 2025**

Name of Agency: Alliance on Aging, Inc

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

Funding Source and Catalog #

State Funds	X	N/A	HICAP Fund
State Funds	X	N/A	Reimbursements (Ins Fund)
State Funds	X	N/A	HICAP Fund Augmentation
	X	92.324	Federal SHIP Funds

Check one: Budget Version

Original	X	7/1/2024
Revision		

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.

Tony McFarlane / 05/26/2024
Preparer's Signature / Date

Tony McFarlane - 831-655-4248
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:

- Completeness and Accuracy
- Reviewed for Allowable Costs
- Indirect Cost limit 10%
- No Required Match

Date Budget Received:

Budget Approved by Fiscal Officer: AMQ 5-29-24

Budget Approved by Program:

Get-Care Updated by Vendor:

Get-Care Verified by Fiscal Officer:

Budget Template Last Updated: 3/27/24 Araceli Madrid

DocuSign Envelope ID: CA7EEACE-654A-4DE9-91D2-8F49169F9A22

Agency Name: Alliance on Aging, Inc

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

SECTION A:

BUDGET SUMMARY

Categories of Expenses	HICAP FUND July-March	Hicap Fund April-June	Reimbursements July-March	Reimbursements April-June	FUND July-March	FUND April-June	Fund Augmentation July-March	Augmentation April-June	Total Budget
Personnel	$ 26,798	$ -	$ 50,531	$ -	$ 34,432	$ -	$ 39,592	$ -	$ 151,353
Operating Expenses	$ 15,461	$ -	$ 33,975	$ -	$ 23,160	$ -	$ 4,399	$ -	$ 76,995
Total	$ 42,259	$ -	$ 84,506	$ -	$ 57,592	$ -	$ 43,991	$ -	$ 228,348

Source of Revenue		HICAP FUND July-March		Hicap Fund April-June		Reimbursements July-March		Reimbursements April-June		FUND July-March		FUND April-June		Fund Augmentation July-March		Augmentation April-June		Total Budget	
		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
AAA Grant		$ 42,259				$ 84,506				$ 57,592				$ 43,991				$228,348	$ -
Project Income																		$ -	$ -
Other Federal Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Other State Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
County/City Funds	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Private Grants	*Match*																	$ -	$ -
	Non-Match																	$ -	$ -
Net Fundraising	*Match*		$ -															$ -	$ -
	Non-Match																	$ -	$ -
Totals by Match	***Match***	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		$ 42,259		$ -		$ 84,506		$ -		$ 57,592		$ -		$ 43,991		$ -		$ 228,348	

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Agency Name: Alliance on Aging, Inc

Project Name: Health Insurance and Counseling Advocacy Program (HICAP)

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program								Program Cost
			HICAP FUND July-March	Hicap Fund April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	
1	Executive Directo	$125,000.00	1%		2%		1%				$ 4,538.00
1	Program Director	$54,633.00	2%		3%		2%				$ 4,043.00
1	Programs Manager	$68,224.00	2%		3%		2%				$ 5,069.00
1	HICAP Program Manager	$65,026.00	12%		21%		14%				$ 30,575.00
1	Program Assistant	$53,300.00	12%		21%		14%				$ 25,062.00
1	Program Assistant	$44,772.00	12%		21%		14%				$ 21,052.00
1	Program Assistant/VC	$40,188.00							84%		$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
	Total Salaries	$ 451,143.00	$ 21,803.00	$ -	$ 40,761.00	$ -	$ 27,774.00	$ -	$ 33,561.00	$ -	$ 123,899.00
	Payroll Taxes- ERE		$ 1,668.00	$ -	$ 3,118.00	$ -	$ 2,125.00	$ -	$ 2,567.00	$ -	$ 9,478.00
	Employee Benefits- ERE		$ 3,327.00	$ -	$ 6,652.00	$ -	$ 4,533.00	$ -	$ 3,464.00	$ -	$ 17,976.00
	Total Paid Staff	**$ 451,143.00**	**$ 26,798.00**	**$ -**	**$ 50,531.00**	**$ -**	**$ 34,432.00**	**$ -**	**$ 39,592.00**	**$ -**	**$ 151,353.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program								Program Cost
			HICAP FUND July-March	Hicap Fund April-June	Reimbursements July-March	Reimbursements April-June	Federal SHIP FUND July-March	Federal SHIP FUND April-June	Fund Augmentation July-March	Fund Augmentation April-June	
											$ -
											$ -
											$ -
											$ -
											$ -
	Total In-Kind Staff		$ -	$ -	$ -	$ -	$ -	$ -			$ -
	Total Personnel Costs	**$ 451,143**	**$ 26,798**	**$ -**	**$ 50,531**	**$ -**	**$ 34,432**	**$ -**	**$ 39,592**	**$ -**	**$ 151,353.00**

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), column "Total Budget"

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July 1, 2024 - June 30, 2025

Agency Name: 0 Alliance on Aging, Inc

Project Name: OPERATING EXPENSI Health Insurance and Counseling Advocacy Program (HICAP)

SECTION C:

OPERATING EXPENSES

OPERATING EXPENSE	HICAP FUND July-March		Hicap Fund April-June		Reimbursements July-March		Reimbursements April-June		Federal SHIP FUND July-March		Federal SHIP FUND April-June		Fund Augmentation July-March		Fund Augmentation April-June		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
*Travel	$ 462				$ 935				$ 603								$ 2,000	$ -
Training	$ 1,000				$ 2,000				$ 1,000								$ 4,000	$ -
Space	$ 2,542				$ 5,084				$ 1,155								$ 8,781	$ -
Food	$ 230				$ 458				$ 312								$ 1,000	$ -
Client Support																	$ -	$ -
Equipment																	$ -	$ -
Materials and Supplies	$ 692				$ 2,304				$ 904								$ 3,900	$ -
Operating Expenses	$ 6,310				$ 14,744				$ 13,427								$ 34,481	$ -
Indirect Cost: 10% limit of Grant	$ 4,225				$ 8,450				$ 5,759				$ 4,399				$ 22,833	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
																	$ -	$ -
Total Operating Expenses	**15,461**	**-**	**-**	**-**	**33,975**	**-**	**-**	**-**	**23,160**	**-**	**-**	**-**	**4,399**	**-**	**-**	**-**	**76,995**	**-**

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at:*
http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.

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MONTEREY COUNTY AREA AGENCY ON AGING

PLANNING AND SERVICE AREA NO. 32

MIPPA BUDGET

BUDGET PERIOD: **July 1, 2024 - August 31, 2024**

Name of Agency: Alliance on Aging

Address of Agency: 247 Main Street

Salinas CA 93901

Project Name: Medicare Improvements for Patients and Providers Act (MIPPA)

Funding Source and Catalog

Check one:				
	Federal Funds	X	93.071	MIPPA: Priority Area 1 SHIPs
	Federal Funds	X	93.071	MIPPA: Priority Area 2 AAAs
	Federal Funds	X	93.071	MIPPA: Priority Area 3 ADRC

Budget Version

Check one:			
	Original	X	7/1/2024
	Revision		

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.

Tony McFarlane / 05/26/2024
Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

Received at Area Agency on Aging:

Budget Template Last Updated:

3/27/24 Araceli Madrid

Reviewed for: completeness and accuracy
No match requirement
Reviewed for Allowable Costs
10% Indirect Cost limit

Budget Approved by Fiscal: amo 5.29.24

Budget Approved by Program:

Get Care Updated by Vendor:

Get Care Verified by Fiscal:

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Agency Name: Alliance on Aging Medicare Improvements for Patients and Providers Act (MIPPA)

SECTION A:

BUDGET SUMMARY

Categories of Expenses	MIPPA: Priority Area 1 SHIPs	MIPPA: Priority Area 2 AAAs	MIPPA: Priority Area 3 ADRC	Total Budget
Personnel	**$ 5,050**	**$ 1,921**	**$ 1,806**	**$ 8,777**
Operating Expenses	**$ 561**	**$ 213**	**$ 200**	**$ 974**
Total	**$ 5,611**	**$ 2,134**	**$ 2,006**	**$ 9,751**

Source of Revenue		MIPPA: Priority Area 1 SHIPs Cash	MIPPA: Priority Area 1 SHIPs In-Kind	MIPPA: Priority Area 2 AAAs Cash	MIPPA: Priority Area 2 AAAs In-Kind	MIPPA: Priority Area 3 ADRC Cash	MIPPA: Priority Area 3 ADRC In-Kind	Total Budget Cash	Total Budget In-Kind
AAA Grant		**$ 5,611**		**$ 2,134**		**$ 2,006**		**$ 9,751**	**$ -**
Project Income									
	Matching							$ -	$ -
Other Federal Funds	Non-matching							$ -	$ -
	Matching							$ -	$ -
Other State Funds	Non-matching							$ -	$ -
	Matching							$ -	$ -
County/City Funds	Non-matching							$ -	$ -
								$ -	$ -
Private Grants	Non-matching							$ -	$ -
	Matching		$ -		$ -			$ -	$ -
Net Fundraising	Non-matching							$ -	$ -
	Matching	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Totals by match	Non-matching	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		**$ 5,611**		**$ 2,134**		**$ 2,006**		**$ 9,751**	

$ - $ - $ - $ -

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SECTION B:

Alliance on Aging
Medicare Improvements for Patients and Providers Act (MIPPA)
SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program			Program Cost
			MIPPA: Priority Area 1 SHIPs	MIPPA: Priority Area 2 AAAs	MIPPA: Priority Area 3 ADRC	
1	Program Director	$53,300.00			3%	$ 1,583.00
1	Development Director	$80,080.00	4%	1%		$ 3,604.00
1	Outreach Specialist	$54,080.00	3%	1%		$ 1,893.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
	Total Salaries	$ 187,460.00	$ 4,155.00	$ 1,342.00	$ 1,583.00	$ 7,080.00
	Payroll Taxes- ERE		$ 318.00	$ 103.00	$ 121.00	$ 542.00
	Employee Benefits- ERE		$ 577.00	$ 476.00	$ 102.00	$ 1,155.00
	Total Paid Staff	**$ 187,460.00**	**$ 5,050.00**	**$ 1,921.00**	**$ 1,806.00**	**$ 8,777.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program			Program Cost
			MIPPA: Priority Area 1 SHIPs	MIPPA: Priority Area 2 AAAs	MIPPA: Priority Area 3 ADRC	
						$ -
						$ -
						$ -
						$ -
						$ -
	Total In-Kind Staff	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Total Personnel Costs	**$ 187,460**	**$ 5,050**	**$ 1,921**	**$ 1,806**	**$ 8,777**

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Sec A), column "Total Budget"

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SECTION C:

Alliance on Aging

Medicare Improvements for Patients and Providers Act (MIPPA)

OPERATING EXPENSES / EQUIPMENT
AND INDIRECT COSTS

OPERATING EXPENSE & EQUIPMENT	MIPPA: Priority Area 1 SHIPs		MIPPA: Priority Area 2 AAAs		MIPPA: Priority Area 3 ADRC		Total Budget	
	Cash	**In-Kind**	**Cash**	**In-Kind**	Cash	In-Kind	Cash	In-Kind
*Travel							$ -	$ -
Training							$ -	$ -
Space							$ -	$ -
Food							$ -	$ -
Client Support							$ -	$ -
Equipment							$ -	$ -
Materials and Supplies							$ -	$ -
Operating Services							$ -	$ -
Indirect Costs: 10% limit of Grant Funding	$ 561		$ 213		$ 200		$ 974	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
Total Operating Expenses	561	-	213	-	200	-	974	-

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at:*
http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.

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EXHIBIT D-1

SAMPLE GetCare Service Invoice Summary
Area Agency on Aging (PSA32) – Program 123

Invoice: I0000001234 **Status:** Submitted **Invoice Type:** Original **Date Created:** 08/10/2024 **Total Requested:** $000
Contract: Name of Agency **BFY:** 2024-25 **Service Delivery:** 07/01/2024 **Last Modified:** 07/01/2024 **Verified Amount:** 0.00
Controlling Agency: Area Agency on Aging (Monterey County DSS)

Invoice Details

Invoice Detail Number	Comment	Type	Requested Amount	AAA Invoice Total	Status
I0000001234		Budget	$1,000	$2,000	Approved

Dates: 07/01/2024 To: 07/31/2024
Service: Name of Service
Subcontractor/Provider: Name and Address

Total Amount	Budgeted Cash	Budgeted In-Kind	Cash	In-Kind	Remaining Cash	Remaining In-Kind
Personnel	0.00	0.00	0.00	0.00	0.00	0.00
ERE (Employee Related Expense)	0.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00
Space	0.00	0.00	0.00	0.00	0.00	0.00
Food	0.00	0.00	0.00	0.00	0.00	0.00
Client Support	0.00	0.00	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00	0.00	0.00
One Time	0.00	0.00	0.00	0.00	0.00	0.00
Ongoing	0.00	0.00	0.00	0.00	0.00	0.00
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00
Operating Services	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
Sub-total	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00

	Budgeted	Request Amount	Remaining
AAA Grant	0.00	0.00	0.00
OTO Grant	0.00	0.00	0.00
NSIP Grant	0.00	0.00	0.00
Other	0.00	0.00	0.00
Requested Amount Total	0.00	0.00	0.00
Requested Amount	0.00		
AAA Invoice Total	0.00		

Budgeted Units	Remaining Units	Registered Units	
0.00	0.00	0.00	0.00

Matches and Income:

	Budgeted Cash	Budgeted In-Kind	Cash	In-Kind	Remaining Cash	Remaining In-Kind
Project Income		0.00		0.00		0.00
Non-Match	0.00	0.00	0.00	0.00	0.00	0.00
Match	0.00	0.00	0.00	0.00	0.00	0.00
Total Match		0.00		0.00		0.00
Required Match		0.00		0.00		0.00

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EXHIBIT D-2

Provider Annual Closeout Summary

Parameters

Date:	07/01/2024 TO 06/30/2025	Service:	Name of Service	Contract Number:	All
Region:	A	Program:	All		All
Provider:		Service Detail:			

Name of Program and Service Units

Description	FY Total	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Personnel	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
ERE	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Travel	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Space	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Food	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Client Support	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Equipment	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
One Time	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Ongoing	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Materials and Supplies	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Operating Services	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Pro and Outside Svcs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Direct	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

	Total Expenses	Project Income	NSIP Grant	AAA Grant	Non-Match Cash	Non-Match In Kind	Match Cash	Match In Kind	Required Match
FY to Date	$ 00,000	$ 0	$ 0	$ 00,000	$ 0	$ 0	$ 00,000	$ 00,000	$ 00,000
Budget	$ 00,000	$ 0	$ 0	$ 00,000	$ 0	$ 0	$ 00,000	$ 00,000	$ 00,000

I certify to the best of my knowledge and belief that the attached financial closeout report is accurate, current, and discloses the financial results of this program funded by Monterey County Area Agency on Aging with Older Americans Act Title III/VII, Title IIIE and/or State General Funds.

_____ Date _____ Approved by _____ Date _____

Signature (Name/Title) AAA Fiscal Officer

Fed Fund Source _____ State Fund Source _____

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EXHIBIT D-3

EQUIPMENT ACQUISITION REPORT
COUNTY OF MONTEREY AREA AGENCY on AGING, PSA 32

Reporting Agency: _____ Month Reported: _____

Name of Project: _____ Date Submitted: _____

Purchased or Received equipment using the following income sources:

_____ Grant Funds _____ Program Income _____ Cash Match _____ Cash Non-Match _____ In-Kind Match _____ In-Kind Non-Match

If purchased with Grant Funding, list type of funding: _____

Make	Model	Description	Serial Number	Purchase Date	Cost	New /Used	Location	For AAA Use: Inventory No.

Notes:

Preparer's Name :

Preparer's Signature:

Date Entered in AAA Database: _____

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EXHIBIT D-4

Quarterly Narrative Report

Name of Agency:		Date:	
Completed by:		Program:	

Quarter:

☐ Jul – Sep 2024 ☐ Oct – Dec 2024 ☐ Jan – Mar 2025 ☐ Apr – Jun 2025

Narrative summary of program highlights (briefly summarize):

1. Program achievements & accomplishments:

2. Program challenges and barriers impacting service delivery:

3. Technical support interests and requests

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EQUIPMENT PURCHASES

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property meeting all of the following criteria are subject to the reporting requirements:

1. Has a normal useful life of at least 1 year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit)

2. All computing devices, regardless of cost (including but not limited to workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

D. The Contractor shall submit the *Equipment Acquisition Report*, Exhibit D-3, with the Contractor's invoice to the County as appropriate. Equipment must be received by June 30 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.

E. The Contractor shall keep track of property purchased with *AAA or Matching funds*, and submit to the County annually with the Closeout, a cumulative inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

F. <u>Disposal of Property</u>

1. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the County. Disposition, which includes sale, trade-in, discarding,

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or transfer to another agency may not occur until approval is received from the County. The Contractor shall e-mail to the County a request to dispose of equipment and a list of item(s). Once approval for disposal has been received from CDA, the County will notify the Contractor and the item(s) shall be removed from the Contractor's inventory report.

2. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multifunction printers, and laptops.

G. The Contractor shall investigate, the loss, damage, or theft of equipment, fully document and shall promptly notify the County.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the County regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the County. The County reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:

1. For another CDA program providing the same or similar service

2. For another CDA-funded program

L. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the County. As a condition of the approval, the County may require reimbursement under this Agreement for its use.

M. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

N. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

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AAA Funded Inventory - Items Not Disposed for Provider Update

Provider: Alliance on Aging

Site	Item	Model	Serial #	Purchase Date	Cost	Tag #	Condition	Disposition Notes	Disposition Code	Disposition Date
AOA	Dell Network Computer Server	PowerEdge SC 1430	6SJ7YD1	10/22/07	$2,329.86	08923	Good			
AOA	Computer/Keyboard	Dell OPTIPLEX 330	CNDNMF1	3/7/08	$875.01	08935	Good			
AOA	Desktop Computer	OPTIPLEX 300 Minitower	4GD3HG1	6/20/08	$874.52	08944	Good			
AOA	Dell Network Server	PowerEdge SC1430	FQRNNG1	6/30/08	$5,025.46	08948	Good			
AOA	Desktop Computer	OPTIPLEX 300 Minitower	2GD3HG1	6/20/08	$874.52	08949	Good			
AOA	Dell OptiPlex System w/HP	OPTIPLEX 360	CYD95J1	6/18/09	$772.55	08979	Good			
AOA	Symantec Endpoint Protection Software	UPG-V		6/22/11	$731.01	09792	Good			
AOA	Dell Computer	OPTIPLEX 390	41891240161	5/1/12	$519.50	20244	Good			
AOA	Dell Computer	OPTIPLEX 390	41891336065	5/1/12	$519.29	20245	Good			
AOA	Dell Computer	OPTIPLEX 390	41890960225	5/1/12	$519.29	20246	Good			
AOA	Dell Server	Dell Power Edge T410	4810031137	6/13/12	$7,877.29	20247	Good			
AOA	Samsung 55" Flat Screen TV	UN55ES6150	Z54D3CY500146	6/25/12	$1,860.37	20248	Good			
AOA	OPTOMA Projector	TW610ST		5/1/12	$1,130.29	20249	Good			
AOA	OPTOMA Projector	TWS10ST		5/1/12	$1,130.30	20250	Good			
AOA	OPTOMA Projector	TW610ST		5/1/12	$1,130.30	20251	Good			
AOA	Dell Laptop	Dell Latitude E5530	30047876497	1/24/13	$1,198.54	20254	Good			
AOA	Dell OptiPlex	9010 mini tower	68ZQHX1	6/27/13	$807.30	22363	Good			
AOA	Wide Screen 23 in Monitor	Dell Professional P2312H	7444535G138M	6/27/13	$500.00	22364	Good			
AOA	Wide Screen 23 in Monitor	Dell Professional P2312H	7444535G132M	6/27/13	$500.00	22366	Good			
AOA	Laptop	Dell Latitude E5530	GG5NLX1	6/27/13	$1,265.00	22367	Good			
AOA	Laptop	Dell Latitude E5530	8G5NLX1	6/27/13	$1,264.00	22368	Good			
AOA	Mini Tower Computer	Dell OptiPlex 9010 Mini Tower	68YSHX1	6/27/13	$663.00	22369	Good			
AOA	Monitor Wide Screen 23 in	Dell Professional P2312H	7444535G993M	6/27/13	$500.00	22370	Good			
AOA	Dell Monitor		CNC9110NTS	6/18/09	$772.55	22379	Good			
AOA	Dell Monitor		C9110NTV	6/18/09	$772.55	22380	Good			
AOA	Dell 20" Monitor		C9110POW	6/18/09	$772.55	22381	Good			

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Site	Item	Model	Serial #	Purchase Date	Cost	Tag #	Condition	Disposition Notes	Disposition Code	Disposition Date
AOA	Dell 20" Monitor		C9110NTN	6/18/09	$772.55	22382	Good			
AOA	Dell Monitor	OptiPlex 390	41891006881	5/1/12	$519.50	22385	Good			
AOA	Dell Monitor			5/1/12	$519.50	22386	Good			
AOA	Wide Monitor 21.5 inch	Dell E Series E2211H		5/1/12	$519.29	22388	Good			
AOA	Dell Computer	OPTIPLEX 780	IWORGQI	5/12/11	$1,038.10	22409	Good			
AOA	Dell Desktop	Dell OptiPlex3040 SFF	H8L67J 24590750	5/31/17	$876.08	22410	Good			
AOA	Dell Laptop Computer	Intel Core i5-6300U	9RBN982	2/22/16	$1,308.53	22416	Good			
AOA	Dell Laptop Computer	Intel Core i5-6300U	BRBN982	2/22/16	$1,308.53	22417	Good			
AOA	Dell Laptop Computer	Intel Core i5-6300U	CRBN982	2/22/16	$1,308.53	22418	Good			
AOA	Dell Computer	Dell OptiPlex 3020	FK2L532	3/23/15	$1,026.00	22434	Good			
AOA	Dell 22 Monitor		ww6742614CR0K1L	3/23/15	$0.00	22435	Good			
AOA	Dell Computer	Dell OptiPlex 3020	5MRF832	3/31/15	$995.00	22436	Good			
AOA	Dell Monitor	Dell 22 Monitor	SAV742614CD0GGM	3/31/15	$0.00	22437	Good			
AOA	Dell Computer	Dell OptiPlex 3020	FXJ6832	3/31/15	$995.00	22438	Good			
AOA	Dell Monitor	Dell 22 Monitor		3/31/15	$0.00	22439	Good			
AOA	TV	80" Flat Screen	Vizio M801i-A3	3/27/15	$3,131.00	22440	Good			
AOA	Dell Latitude Laptop	Intel Core i5-7300U	3178628750	6/6/18	$1,494.00	22441	Good			
AOA	Dell OptiPlex 3050 Minitower	Intel Core i5-7500	41620895606	6/6/18	$1,078.00	22442	Good			
AOA	Dell OptiPlex 3050 Minitower		15680906102	6/6/18	$1,078.00	22443	Good			
AOA	Dell Laptop	Latitude	17717304278	10/6/17	$1,521.00	22451	Good			
AOA	Dell Laptop	Latitude 5500	HNCLY 33	6/25/20	$1,813.22	22454	Good			
AOA	Dell Laptop	Latitude 5500	BFCLY33	6/25/20	$1,813.21	22455	Good			

Authorized Signature

Type Name and Title

Date Completed

Disposition Codes

1 Trade-in 2 Sell 3 Junk 4 Lost

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Site	Item	Model	Serial #	Purchase Date	Cost	Tag #	Condition	Disposition Notes	Disposition Code	Disposition Date
5 Stolen	6 Destroyed	7 Surplus								

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EXHIBIT E

ELDER/DEPENDENT ADULT ABUSE & NEGLECT REPORTING CERTIFICATION
Alliance on Aging

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf

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To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **1 (800) 510-2020**
To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

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WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

(a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.

(b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).

(c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.

(d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.

(e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.

(f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

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EXHIBIT F

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

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II. CONFIDENTIALITY REQUIREMENTS

(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of

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Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in

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good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Alliance on Aging

By: DocuSigned by: 5E26A2B02FE0465...

Title: AOA Board President

Date: 5/29/2024 | 4:05 PM PDT

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CERTIFICATION REGARDING LOBBYING

Alliance on Aging

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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Signature

AOA Board President
Title

Alliance on Aging
Agency/Organization

5/29/2024 | 4:05 PM PDT
Date

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EXHIBIT H

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 report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is 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. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. 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 to grant the extension.

1.03 Audit Format

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

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding, see recommended format, **Exhibit H-1.**

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b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

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 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), 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 the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), 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 Uniform Guidance cost principles, 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 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.

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(signature of authorized representative)

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Exhibit H-1

ALLIANCE ON AGING
SCHEDULE OF COUNTY PROGRAMS
YEAR ENDED FY 2024/25

						Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures					
Program Name	*County Dept.*	*Contract No.*	*CFDA #*	*Contract Period*	*Contract Amount*	*Fiscal Year*	*Contract Life-to-Date*	*Fiscal Year*	*Contract Life-to-Date*	*Federal*	*State*	*County*	*Cash Match*	*In Kind Match*	*Total*

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16956
a. Approve and authorize the Director or designee of the Department of Social Services to sign an agreement with the Alliance on Aging to provide Outreach, Ombudsman and Health Insurance Counseling and Advocacy (HICAP) and Medicare Improvements for Patients and Providers (MIPPA) services for seniors, for the period of July 1, 2024 through June 30, 2025, in the amount of $508,904; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three future amendments to this Agreement where the total amendments do not exceed 10% ($50,890) of the original contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $559,794.

PASSED AND ADOPTED on this 25th day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 25, 2024.

Dated: June 27, 2024
File ID: A 24-284
Agenda Item No.: 52

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy