

COUNTY OF MONTEREY

AMENDMENT #1 TO AGREEMENT #A-12275

ORIGINAL

Alliance on Aging

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Alliance on Aging (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for the provision of Outreach, Long-Term Care Ombudsman, and Health Insurance Counseling and Advocacy to Monterey County seniors between the parties executed on August 17, 2012 (hereinafter, "Original Agreement ") by adding \$39,613, increasing the total contract amount to \$401,637. Therefore, the parties agree:

1. Section 1 of the Original Agreement is amended to read as follows:

1. SERVICES TO BE PROVIDED: The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits AA, AA-1, A-2, A-3, A-4, and AA-5 in conformity with the terms of this Agreement. The services are generally described as follows: Provide Outreach expanded to include Senior Benefits Clinics; Long-Term Care Ombudsman; and Health Insurance Counseling and Advocacy to Monterey County seniors.

2. Section 2 of the Original Agreement is amended to read as follows:

2. PAYMENTS BY COUNTY: COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits AA, AA-1, A-2, A-3, A-4, and AA-5, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of \$401,637.

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

4. ADDITIONAL PROVISIONS/EXHIBITS: The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

- Exhibit AA Scope of Service/ Payment Provisions
 - AA-1 Title III B, Outreach
 - A-2 Title III B, Ombudsman
 - A-3 Title VII A, Ombudsman
 - A-4 Ombudsman Initiative
 - AA-5 HICAP
- Exhibit B DSES Additional Provisions
 - Program Budgets
 - CC-1 Title III B, Outreach
 - C-2 Title III B, Ombudsman

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


4. Exhibits A, A-1, A-5, C-1, and C-5 of the Original Agreement are rescinded, and replaced by Exhibits AA, AA-1, AA-5, CC-1, and CC-5 attached.

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

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

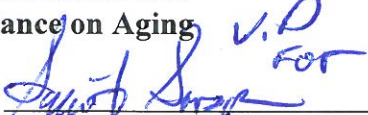
IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: 
 Elliott Robinson, Director
 DSES


Date: 2/5/13

CONTRACTOR:

Alliance on Aging ^{v.p.}
 By:  ^{For}
 Galen Call, President

Date: Nov 14, 2012

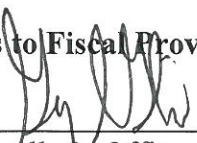
Approved as to Form:


 Senior Deputy County Counsel
 Date: 11/30/12

By: 
 Vearl Gish, Secretary

Date: 11/13/12

Approved as to Fiscal Provisions:


 Auditor-Controller's Office
 Date: 12-3-12

SCOPE OF SERVICES/PAYMENT PROVISIONS

ALLIANCE ON AGING
JULY 1, 2012 to JUNE 30, 2013

I. CONTACT INFORMATION

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

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

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

II. OFFICES

Salinas: 247 Main Street

Monterey: 280 Dickman Avenue, Monterey

Days and Hours of Service:

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

III. SERVICES TO BE PROVIDED BY CONTRACTOR

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

Services shall be provided to residents of Monterey County.

IV. TARGETING POLICY

Recognizing that resources are limited and not all the needs of older residents can be met through Older Americans' Act funding, CONTRACTOR is required to ensure best efforts and attempts are demonstrated for reaching older adults in greatest social and economic need.

The Older Americans Act Amendments of 2006 defines the term *Greatest Economic Need* as the need resulting from an income level at or below the poverty line. The term *Greatest Social Need* means the need caused by:

- Physical and mental disabilities
- Language barriers
- Isolation caused by cultural, racial or ethnic status
- Social or geographic isolation

Particular attention is required to serve older individuals that are:

- Low-income minorities
- Native Americans
- Residents in rural areas
- Limited English-speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer’s disease or related dementias
- Lesbian, Gay, Bisexual and Transgender (LGBT) older adults

V. GETCARE LICENSES

COUNTY will pay for two (2) GetCare licenses each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, contact Alana Hawkins at RTZ, (510) 986-6700 x511, or via e-mail at Alana@GetCare.com. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

VI. AUDIT PROVISIONS

CONTRACTOR is required to provide an audit as per the terms in **Exhibit H**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report “Schedule of Expenditures of Federal Awards” (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Exhibits **AA-1**, **A-2**, **A-3**, **A-4**, **AA-5**.

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

VII. PAYMENT SUMMARY

Exhibit AA-1 , Title III-B, Outreach:	\$77,871
Exhibit A-2, Title III-B, Ombudsman:	\$22,275
Exhibit A-3, Title VII-A, Ombudsman:	\$28,484
Exhibit A-4, Ombudsman Initiative:	\$29,147
Exhibit AA-5, HICAP:	\$243,860
Total:	\$401,637

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

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified under Section I, Services to be Provided, and Section II, Performance Reporting contained in Exhibits **AA-1**, A-2, A-3, A-4, and **AA-5**.

The total amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2012 to June 30, 2013 shall not exceed **four hundred and one thousand, six hundred thirty-seven dollars (\$401,637)**

This Agreement is funded by the California Department of Aging (CDA) Agreements #AP-1213-32, and #HI-1213-32. The terms and conditions of CDA Agreements #AP-1213-32, and #HI-1213-32 are incorporated herein by reference, and are on file with County's Department of Social and Employment Services. Upon request, County will provide an electronic copy of the Agreements to Contractor.

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

FUNDING SOURCE: State Agreement AP-1213-32

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide outreach to Seniors 60 years of age or older. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

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

1. Service:

Outreach (NAPIS 14) **Ageing & Disability Services**

Unit of Service Definition:

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

Unit of Service Measurement:

1 Contact

Estimated Service Units to be delivered:

5,900

Benchmark of Service Units to be delivered:

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

2. Service:

Outreach (NAPIS 14) Senior Benefit Clinics

Unit of Service Definition:

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

Unit of Service Measurement:

1 Contact

Estimated Service Units to be delivered:

1,000 Contacts

Benchmark of Service Units to be delivered:

by March 31st 500 Units (50%)

by June 30th 1,000 Units (100%)

There will be some fluctuation between Aging & Disability Services and Senior Benefits Clinics. It is anticipated that by June 30th, 100% of both Aging & Disability Services and Senior Benefits Clinics will have been provided.

Outreach service #1 and service #2 Cost per unit of service: \$11.28565

(6,900 x \$11.28565= \$77,871*)

***Rounded to the nearest dollar**

II. PERFORMANCE REPORTING

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

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services rendered in the previous quarter by the 10th of the following month. The Narrative Report shall be in the form of **Exhibit D-4**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The COUNTY has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark, and reimbursement may be limited as per Section IV. Invoice/Payment Provisions.

III. MATCH REQUIREMENTS

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

IV. INVOICE/PAYMENT PROVISIONS

Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in Section I, Services to be Provided, and Section II, Performance Reporting.

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

Fifteen percent (15%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than **15%** may be approved by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions of the Agreement. Claims for payment shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th of the month for services rendered in the previous month.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2013.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2013 for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title III-B- Outreach for the period July 1, 2012 to June 30, 2013 shall not exceed **seventy-seven thousand, eight hundred and seventy-one dollars (\$77,871)**.

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

FUNDING SOURCE: State Agreement AP-1213-32

I. SERVICES TO BE PROVIDED

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

1. Service:

Complaint Investigation and Resolution

Unit of Service Definition:

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

Unit of Service Measurement:

1 Hour

Estimated Service Units to be delivered:

1,112

Benchmark of Service Units to be delivered:*

by September 30th: 278 Units (25%)

by December 31st: 556 Units (50%)

by March 31st: 834 Units (75%)

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

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

2. Service:

Education/Training

Unit of Service Definition:

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

Unit of Service Measurement:

1 Hour

Estimated Service Units to be delivered: 141

Benchmark of Service Units to be delivered: *

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

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

Service #1 and Service #2 Cost per Unit of Service: \$17.7773
(1,253 x \$17.77733 = \$22,275)

II. PERFORMANCE REPORTING

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

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2012, January 10, 2013, April 10, 2013 and July 10, 2013. CONTRACTOR to attach copy of NORS data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark, and reimbursement may be limited as per Section IV, Invoice/Payment Provisions.

III. MATCH REQUIREMENTS

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

IV. INVOICE/PAYMENT PROVISIONS

Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is

identified in Section I, Services to be Provided, and Section II, Performance Reporting.

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

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.

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions of the Agreement. Claims for payment shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th of the month for services rendered in the previous month.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2013.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2013 for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title III-B, Ombudsman for the period July 1, 2012 to June 30, 2013 shall not exceed **twenty-two thousand, two hundred and seventy-five dollars (\$22,275)**.

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

FUNDING SOURCE: State Agreement AP-1213-32

I. SERVICES TO BE PROVIDED

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

1. Service:

Complaint Investigation and Resolution

Unit of Service Definition:

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

Unit of Service Measurement:

1 Hour

Estimated Service Units to be delivered:

1,416

Benchmark of Service Units to be delivered: *

by September 30th: 354 Units (25%)

by December 31st: 708 Units (50%)

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

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

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

2. Service:

Education/Training

Unit of Service Definition:

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

Unit of Service Measurement:

1 Hour

Estimated Service Units to be delivered: 193

Benchmark of Service Units to be delivered:

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

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

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

\$17.7029 (1,609 x \$17.7029 = \$28,484*)

*Rounded to the nearest dollar

II. PERFORMANCE REPORTING

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

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2012, January 10, 2013, April 10, 2013 and July 10, 2013. CONTRACTOR shall attach a copy of NORS data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark, and reimbursement may be limited as per Section IV. Invoice/Payment Provisions.

III. MATCH REQUIREMENTS

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

IV. INVOICE/PAYMENT PROVISIONS

Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is

identified in Section I, Services to be Provided, and Section II, Performance Reporting.

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

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.

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions of this Agreement. Claims for payment shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th of the month for services rendered in the previous month.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2013.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2013 for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title VII-A for the period July 1, 2012 to June 30, 2013 shall not exceed **twenty-eight thousand, four hundred and eighty-four dollars (\$28,484)**.

**OMBUDSMAN INITIATIVE
OMBUDSMAN
SCOPE OF SERVICES**

FUNDING SOURCE: State Agreement AP-1213-32

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 will be used to increase the number of Ombudsman volunteers working in skilled nursing facilities (SNF's.) This project is part of the Governor's Long-Term Care Consumer Protection Initiative.

Ombudsman Advocates will provide the following specific services:

1. Recruit volunteers from the community to increase the Ombudsman presence in long-term care facilities in Monterey County;
2. Increase the number of volunteers in Medi-Cal facilities **by at least two;**
3. Heighten recruitment efforts in the Latino community to better serve this population;
4. Provide 36-hour certification training **at least once a year;**
5. Provide ongoing training, support and supervision to certified Ombudsman volunteers.
6. Additional number of volunteers in Medi-Cal facilities: **7 or more volunteers**
7. Additional 36-hour certification training: **1 or more sessions**

Benchmark of Services Provided:

CONTRACTOR shall provide Twenty-five percent (25%) of services specified in No. 1-7, above, as reported in CONTRACTOR's quarterly report. There will be some fluctuation by quarter in the services specified in No. 1-7. It is anticipated that by June 30th, 100% of specified services will have been provided.

II. PERFORMANCE REPORTING

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

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2012, January 10, 2013, April 10, 2013 and July 10, 2013. CONTRACTOR shall attach a copy of NORS 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 will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark, and reimbursement may be limited as per Section IV. Invoice/Payment Provisions.

III. MATCH REQUIREMENTS

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

IV. INVOICE/PAYMENT PROVISIONS

Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in Section I, Services to be Provided, and Section II, Performance Reporting.

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

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.

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions of this Agreement. Claims for payment shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th of the month for services rendered in the previous month.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2013.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2013 for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR.

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2012 to June 30, 2013 shall not exceed **twenty-nine thousand, one hundred forty-seven dollars (\$29,147)**.

Ombudsman Citation.....	\$9,699
SNF Quality & Accountability.....	\$19,448
Total Funds.....	\$29,147

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

FUNDING SOURCE: State Agreement HI-1213-32

I. SERVICES TO BE PROVIDED

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

1. Estimated Number of finalized intakes for each PSA; Clients Counseled: 1325
Note: Clients Counseled equals the number of Intakes closed and finalized by the Program Manager.
2. Estimated Number of Public and Media Events: 115
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: 4,700
Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.) for duplicated client counts.
4. Estimated Number of Persons Reached at Public and Media Events: 5,000
Note: This includes the estimated number of attendees (e.g., people actually attending the event, not just receiving a flyer) reached through presentations, and those reached through booths/exhibits at health/senior fairs, and those enrolled at enrollment events, excluding public service announcements (PSAs) and printed outreach materials.
5. Estimated Number of Contacts with Beneficiaries with Medicare Status Due to a Disability: 780
Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.) duplicated client counts with Medicare beneficiaries due to disability and not yet age 65.
6. Estimated Unduplicated Number of Low Income Beneficiaries: 1760
Note: This is the number of unduplicated low-income Medicare beneficiary contacts and/or contacts that discussed low-income subsidy (LIS). Low income means 150 percent of the Federal Poverty Level (FPL).

7. Estimated Number of Enrollment and Enrollment Assistance Contacts: 3,650
Note: This is the number of unduplicated enrollment contacts during which one or more qualifying enrollment topics were discussed. This includes all enrollment assistance, not just Part D.
8. Estimated Part D Enrollment and Enrollment Assistance Contacts: 3,070
Note: This is a subset of all enrollment assistance in #7. It includes the number of unduplicated Part D enrollment contacts during which one or more qualifying Part D enrollment topics were discussed.
9. Estimated Number of Counselor FTEs in PSA: 26

Benchmark of Services Provided:

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

II. PERFORMANCE REPORTING

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

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2012, January 10, 2013, April 10, 2013 and July 10, 2013. CONTRACTOR shall attach a copy of CDA SHARP data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark, and reimbursement may be limited as per Section IV. Invoice/Payment Provisions.

III. MATCH REQUIREMENTS

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

IV. INVOICE/PAYMENT PROVISIONS

Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in Section I, Services to be Provided, and Section II, Performance Reporting.

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

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.

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions of this Agreement. Claims for payment shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th of the month for services rendered in the previous month.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2013.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR’s invoice to COUNTY as appropriate. Equipment must be received by June 30, 2013 for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR.

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2012 to June 30, 2013 shall not exceed **two hundred forty-three thousand, eight hundred and sixty dollars (\$243,860)**.

Reimbursements (Ins Fund).....	\$103,925
Federal SHIP Funds.....	\$87,982
State HICAP Fund.....	\$51,953
Total HICAP Funds.....	\$243,860

Monterey County AAA Budget Certification Report

EXHIBIT CC-1

Title III-B Outreach Fiscal Year 2012-2013

Alliance on Aging

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	45,076	10,200
Payroll Taxes	3,448	-
Employee Benefits	4,484	-
Volunteer Reimbursements	-	-
Conference / Trainings / Meetings	150	-
Travel / Vol Travel	700	-
Professional Fees: Acctg/Legal/DP	1,000	-
Equipment Purchase	1,500	-
Equipment Rental / Maintenance	1,892	-
Occupancy	4,567	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	1,625	-
Postage / Shipping	646	-
Printing / Publication	500	-
Public Relations / Advertising	3,603	-
Subs / Membership Dues	150	-
Supplies	2,000	-
Food / Food Service	-	-
Vehicle Operation	500	-
Overhead (8% limit)	6,030	-
Awards / Events	-	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	77,871	10,200

88,071

AAA Grant	NSIP Grant	OTO Grant	IKNonMatch	CashMatch	IKMatch	GRTotal	Required Match
77,871	-	-	-	-	-	77,871	9,274

I certify that the amounts displayed are accurate and correct.

Approved by Veronica R. Penteria Date 10/29/12
 AAA Fiscal Officer
 Approved by [Signature] Date 11.8.12
 AAA Management Analyst

Monterey County AAA Budget Certification Report

Alliance on Aging HICAP Fund Fiscal Year 2012-2013

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	31,197	-
Payroll Taxes	2,387	-
Employee Benefits	5,927	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	405	-
Conference / Trainings / Meetings	300	-
Professional Fees: Acctg/Legal/DP	2,698	-
Equipment Purchase	-	-
Equipment Rental / Maintenance	852	-
Occupancy	1,740	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	547	-
Postage / Shipping	60	-
Printing / Publication	-	-
Public Relations / Advertising	844	-
Subs / Membership Dues	313	-
Supplies	477	-
Food / Food Service	-	-
Vehicle Operation	50	-
Overhead (8% limit)	4,156	-
Awards / Events	-	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	51,953	51,953

AAA Grant	NSIP Grant	OTO Grant	Project Income	CNonMatch	IKNonMatch	CashMatch	IKMatch	GRTotal	Required Match
51,953	-	-	-	-	-	-	-	51,953	-

I certify that the amounts displayed are accurate and correct.

Approved by Monica Pentecost Date 10/29/12
 AAA Fiscal Officer

Approved by Matthew Spitzer Date 11-8-12
 AAA Management Analyst

Provider Signature _____ Revision Date _____

Monterey County AAA Budget Certification Report

Alliance on Aging HICAP Reimbursement Fiscal Year 2012-2013

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	61,363	-
Payroll Taxes	4,694	-
Employee Benefits	11,659	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	756	-
Conference / Trainings / Meetings	540	-
Professional Fees: Acctg/Legal/DP	9,066	-
Equipment Purchase	-	-
Equipment Rental / Maintenance	852	-
Occupancy	284	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	986	-
Postage / Shipping	137	-
Printing / Publication	-	-
Public Relations / Advertising	3,799	-
Subs / Membership Dues	566	-
Supplies	859	-
Food / Food Service	-	-
Vehicle Operation	50	-
Overhead (8% limit)	8,314	-
Awards / Events	-	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	103,925	103,925

AAA Grant	NSIP Grant	OTO Grant	CashMatch	IKMatch	GRTotal	Required Match
103,925	-	-	-	-	103,925	-
Project Income	-	-	-	-	103,925	-

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

Approved by *Vivian Renteria* Date 10/29/12
AAA Fiscal Officer

Approved by *[Signature]* Date 11-8-12
AAA Management Analyst

Monterey County AAA Budget Certification Report

Fiscal Year 2012-2013

HICAP Ship Fund

Alliance on Aging

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	33,451	-
Payroll Taxes	2,559	-
Employee Benefits	5,982	-
Occupancy	2,966	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	1,539	-
Conference / Trainings / Meetings	5,068	-
Professional Fees: Acctg/Legal/DP	13,736	-
Equipment Purchase	-	-
Equipment Rental / Maintenance	3,236	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	2,116	-
Postage / Shipping	200	-
Printing / Publication	-	-
Public Relations / Advertising	4,357	-
Subs / Membership Dues	1,214	-
Supplies	500	-
Food / Food Service	-	-
Vehicle Operation	870	-
Overhead (8% limit)	5,834	-
Awards / Events	-	-
Client Support	-	-
Federal Mental Health	4,354	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	87,982	87,982

AAA Grant	NSIP Grant	OTO Grant	CashMatch	IKMatch	GRTotal	Required Match
78,369	-	9,613	-	-	87,982	-
Project Income	CNonMatch	IKNonMatch	CashMatch	IKMatch	GRTotal	Required Match
-	-	-	-	-	87,982	-

I certify that the amounts displayed are accurate and correct.

Approved by *Noreen Penton* Date 10/29/12 Revision Date _____
 AAA Fiscal Officer

Approved by *[Signature]* Date 11.8.12
 AAA Management Analyst