

ORIGINAL

COUNTY OF MONTEREY

AMENDMENT #3 TO AGREEMENT #A-12531

Alliance on Aging

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

This Amendment modifies the agreement for the provision of Outreach, Long-Term Care Ombudsman, and Health Insurance Counseling and Advocacy to Monterey County seniors between the parties executed on August 9, 2013, amended on October 11, 2013, and on March 27, 2014 (hereinafter, "Original Agreement ") **by adding \$73,118 to provide additional federal support for Ombudsman, Health Insurance Counseling and Advocacy Program (HICAP) and Medicare Improvements for Patients and Providers Act (MIPPA) for a total contract amount of \$400,921.** Therefore, the parties agree:

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

1. GENERAL DESCRIPTION: The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits AAAA, AA-1, AA-2, AAA-3, AA-4, AAAA-5, and A-6** in conformity with the terms of this Agreement. The services are generally described as follows: Provide Outreach to include Senior Benefits Clinics; Long-Term Care Ombudsman; Health Insurance Counseling and Advocacy Program services to Monterey County seniors.

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

2. PAYMENT PROVISIONS: COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits AAAA, AA-1, AA-2, AAA-3, AA-4, AAAA-5 and A-6** subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of **\$400,921.**

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

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

Exhibit AAAA	Scope of Service/ Payment Provisions
	AA-1 Title III B, Outreach
	AA-2 Title III B, Ombudsman
	AAA-3 Title VII A, Ombudsman
	AA-4 Ombudsman Initiative
	AAAA-5 HICAP
	A-6 MIPPA
Exhibit B	DSS Additional Provisions
Program Budgets	
	CC-1 Title III B, Outreach
	CC-2 Title III B, Ombudsman

	CCC-3	Title VII A, Ombudsman
	C-4	Ombudsman Initiative
	CCCC-5	HICAP
	C-6	MIPPA
Exhibit D-1		Sample Invoice
Exhibit D-2		Sample Annual Closeout Summary
Exhibit D-3		Equipment Acquisition Report
Exhibit D-4		Sample Quarterly Narrative Report
Exhibit D-5		Equipment Purchase Form
Exhibit E		HIPAA Business Associate Agreement
Exhibit F		Elder Abuse & Neglect Reporting Certification
Exhibit G		Lobbying Certification
Exhibit H		Audit Requirements
Exhibit I		Memorandum of Understanding with Adult Protective Services of Monterey County

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

1.02 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the budget, attached hereto as **Exhibits CC-1, CC-2, CCC-3, C-4, CCCC-5, and C-6**. Only the costs listed in **Exhibits CC-1, CC-2, CCC-3, C-4, CCCC-5, and C-6** as contract expenses can be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

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

5. Exhibits AAA, AA-3, AAA-5, CC-3, and CCC-5 of the Original Agreement are rescinded, and replaced by **Exhibits AAAA, AAA-3, AAAA-5, CCC-3, and CCCC-5**, attached. **Exhibits A-6, C-6, and I** are added to the Agreement.

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

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

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

COUNTY OF MONTEREY:

By: _____
Elliott Robinson, Director
DSS

Date: _____

**CONTRACTOR:
Alliance on Aging**

By: *Ruthy Seaver*
Ruthy Seaver
Galen Calhoun, President

Date: 5/8/2014

Approved as to Form:

[Signature]
Deputy County Counsel

Date: 5-19-14

By: *Vearyl Gish*
Vearyl Gish, Secretary

Date: May 8, 2014

Approved as to Fiscal Provisions:

[Signature]
Auditor-Controller's Office

Date: 5-14-14

Debra Bayard 5/20/14
Debra Bayard, MS
Deputy Purchasing Agent
County of Monterey

SCOPE OF SERVICES/PAYMENT PROVISIONS

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

I. CONTACT INFORMATION

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

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

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

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

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 AAAA, AA-1, AA-2, AAA-3, AA-4, AAAA-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.

VII. PAYMENT SUMMARY

<i>Funding Type</i>	<i>7/1/13 – 9/30/13 amounts</i>	<i>10/1/13 – 6/30/14 amounts</i>	<i>FY 2013-14 TOTALS</i>
Title III B, Outreach	\$16,334	\$58,537	\$74,871
Title III B, Ombudsman	\$5,053	\$16,947	\$22,000
Title VII A, Ombudsman	\$6,628	\$21,216	\$27,844
Ombudsman Initiative SDF & SNF	\$7,313	\$21,938	\$29,251
<i>SUB-TOTALS:</i>	\$35,328	\$118,638	\$153,966
<i>Funding Type</i>	<i>7/1/13 – 3/31/14 amounts</i>	<i>4/1/14 – 6/30/14 amounts</i>	<i>FY 2013-14 TOTALS</i>
HICAP Reimbursements	\$78,026	\$26,008	\$104,034
State HICAP Fund	\$39,006	\$13,002	\$52,008
Federal SHIP Funds	\$57,122	\$26,064	\$83,186
<i>SUB-TOTALS:</i>	\$174,154	\$65,074	\$239,228
<i>Funding Type</i>		<i>4/1/14 – 6/30/14 amounts</i>	<i>FY 2013-14 TOTALS</i>
HICAP MIPPA		\$5,291	\$5,291
AAA MIPPA		\$2,436	\$2,436
<i>SUB-TOTALS:</i>		\$7,727	\$7,727
GRAND TOTAL			\$400,921

The maximum amount to be paid by COUNTY to CONTRACTOR for Outreach and all Ombudsman Services for the period July 1, 2013 through September 30, 2013 shall not exceed thirty-five thousand, three hundred and twenty-eight dollars (\$35,328) AND for the period October 1, 2013 through June 30, 2014 shall not exceed **one hundred eighteen thousand, six hundred and thirty-eight dollars (\$118,638).**

The maximum amount to be paid by COUNTY to CONTRACTOR for HICAP Services for the period July 1, 2013 through March 31, 2014 shall not exceed one hundred and seventy-four thousand, one hundred and fifty-four dollars (\$174,154) AND for the period April 1, 2014 through June 30, 2014 shall not exceed **sixty-five thousand and seventy-four dollars (\$65,074).**

The maximum amount to be paid by COUNTY to CONTRACTOR for MIPPA Services for the period April 1, 2014 through June 30, 2014 shall not exceed **seven thousand, seven hundred and twenty-seven dollars (\$7,727).**

The maximum amount to be paid by COUNTY to CONTRACTOR for all services for the period July 1, 2013 through June 30, 2014 shall not exceed **four hundred thousand, nine hundred and twenty-one dollars (\$400,921).**

This Agreement is funded by the California Department of Aging (CDA) Agreements #A3-1314-32, #A9-1314-32, #H9-1314-32, and #H3-1314-32. The terms and conditions of CDA Agreements #A3-1314-32, #A9-1314-32, #H9-1314-32, and #H3-1314-32 are incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County will provide an electronic copy of the Agreement to Contractor.

**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:

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.

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, 2013, January 10, 2014, April 10, 2014 and July 10, 2014. 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.

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.

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, 2014.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2014 for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Equipment purchase guidelines are outlined in Exhibit D-5.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title VII-A Ombudsman for the period July 1, 2013 through September 30, 2013 shall not exceed six thousand, six hundred and twenty-eight dollars (\$6,628) AND for the period October 1, 2013 through June 30, 2014 shall not exceed **twenty-one thousand, two hundred and sixteen dollars (\$21,216)**.

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2013 to June 30, 2014 shall not exceed **twenty-seven thousand, eight hundred and forty-four dollars (\$27,844)**.

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

I. SERVICES TO BE PROVIDED

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

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

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

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

9. Estimated Number of Counselor FTEs in PSA: 26

Benchmark of Services Provided:

CONTRACTOR shall provide Twenty-five percent (25%) of services specified in Services 1 through 8 as reported in the CONTRACTOR'S quarterly report. There will be some fluctuation by quarter in the services specified in Services 1 through 8 as driven by customer demand. It is anticipated that by June 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, 2013, January 10, 2014, April 10, 2014 and July 10, 2014. CONTRACTOR shall attach a copy of CDA SHARP data reports to the quarterly narrative. The Narrative Report shall be in the form of Exhibit D-4.

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

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

III. MATCH REQUIREMENTS

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

IV. INVOICE/PAYMENT PROVISIONS

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

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

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions of this Agreement. Claims for payment shall be submitted in the form set forth in Exhibit D-1, Sample Invoice, by the 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, 2014.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2014 for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Equipment purchase guidelines are outlined in Exhibit D-5.

The maximum amount to be paid by COUNTY to CONTRACTOR for HICAP Fund Reimbursements services for the period July 1, 2013 through March 31, 2014 shall not exceed one hundred seventy-four thousand, one hundred and fifty-four dollars (\$174,154); **AND for the period April 1, 2014 through June 30, 2014 shall not exceed sixty-five thousand and seventy-four dollars (\$65,074).**

The maximum amount to be paid by COUNTY to Contractor for all HICAP Fund Reimbursements shall not exceed two hundred thirty-nine thousand, two hundred and twenty-eight dollars (\$239,228).

**HICAP MIPPA and AAA MIPPA
MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT
(CFDA #93.071)**

FUNDING SOURCE: State Agreement MI-1314-32

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.

“ACA MIPPA” funding is contingent on meeting a minimum of 30 percent of the individual PSA’s total performance benchmarks in FY 2013-14. CDA will evaluate achievement of performance benchmarks in July of 2014 for the reporting period ending June 30, 2014.

Service:

Medicare Improvements for Patients and Providers Act

Unit of Service Definition & Measurement:

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

Estimated Service Units to be delivered:

17

Benchmark of Service Units to be delivered:

by June 30th 17 Units (100%)

II. PERFORMANCE REPORTING

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by July 10, 2014. The Narrative Report shall be in the form set forth in Exhibit D-4.

CONTRACTOR shall submit monthly MIPPA reports to the California Department of Aging (CDA) and to the COUNTY. All data reports must be completed in the format required and provided by CDA and available on the CDA website: <http://www.aging.ca.gov/ProgramsProviders/AAA/MIPPA/>

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

III. MATCH REQUIREMENTS

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

IV. INVOICE/PAYMENT PROVISIONS

Claims for payment will be submitted electronically through the GetCare System.

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, 2014.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2014 for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Equipment purchase guidelines are outlined in Exhibit D-5.

The maximum amount to be paid by COUNTY to CONTRACTOR for HICAP MIPPA and AAA MIPPA for the period April 1, 2014 to June 30, 2014 shall not exceed **seven thousand, seven hundred and twenty-seven dollars (\$7,727)**.

Monterey County AAA Budget Certification Report

Fiscal Year 2013-2014

Title 7A Ombudsman

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	14,679	-
Payroll Taxes	1,123	-
Employee Benefits	2,164	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	667	-
Conference / Trainings / Meetings	-	-
Professional Fees: Acctg/Legal/DP	169	-
Equipment Purchase	-	-
Equipment Rental / Maintenance	-	-
Occupancy	200	-
Insurance (Not Vehc / Occ)	408	-
Utilities / Communications	-	-
Postage / Shipping	124	-
Printing / Publication	17	-
Public Relations / Advertising	-	-
Subs / Membership Dues	50	-
Supplies	100	-
Food / Food Service	50	-
Vehicle Operation	-	-
Overhead (8% limit)	1,465	-
Awards / Events	-	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	21,216	21,216

AAA Grant 20,899 NSIP Grant - OTO Grant 317

Project Income CNonMatch IKNonMatch CashMatch IKMatch GRTotal 21,216 Required Match

I certify that the amounts displayed are accurate and correct.

Revision Date 5/8/2014

Provider Signature *Julia Sullivan*

Approved by *Vernon Renteria* Date 4/3/14
 AAA Fiscal Officer
 Approved by *[Signature]* Date 5/8/14
 AAA Management Analyst

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

HEALTH INSURANCE AND COUNSELING ADVOCACY PROGRAM

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

Name of Agency: Alliance on Aging, Inc.

Address of Agency: 247 Main Street

Salinas, CA 93901

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

Funding Source and Catalog #

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

Budget Version

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

Certification:

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

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

John A. Assaad 831.655-4248
 Preparer's Name (Printed) and telephone number

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

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

Received at Area Agency on Aging:

Reviewed for: completeness and accuracy
 No matching requirement
 Reviewed for Allowable Costs
 8% Indirect Cost Limit

Budget Approved by Fiscal Officer: *Veronica Renteria* 12/11/13
 Budget Approved by Program: *[Signature]* 3/20/13
 Mis.Mdb updated by Fiscal Officer: _____
 New Mis.Mdb sent to provider: _____

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

OPERATING EXPENSE & EQUIPMENT	Fed Ship Fund		HICAP Fund		HICAP Reimb		Fed Ship Rural Fund		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
Volunteer Reimbursement										
Travel	\$ 700		\$ 250		\$ 400				\$ 1,350	\$ -
Conferences/Trainings/Meetings	\$ 1,000		\$ 250		\$ 799				\$ 2,049	\$ -
Professional Fees: Acct/ Legal	\$ 1,000		\$ 500		\$ 831				\$ 2,331	\$ -
Equipment Purchase										
Equipment Rental and Maintenance	\$ 2,103		\$ 561		\$ 841				\$ 3,505	\$ -
Occupancy	\$ 4,745		\$ 1,739		\$ 4,645				\$ 11,129	\$ -
Insurance (Excluding Veh. & Occ.)										
Utilities	\$ 1,141		\$ 800		\$ 1,600				\$ 3,341	\$ -
Postage/ Shipping	\$ 100		\$ 80		\$ 150				\$ 330	\$ -
Printing / Publications	\$ 800		\$ 100		\$ 400				\$ 1,300	\$ -
Public Relations (Advertising)	\$ 1,697		\$ 600		\$ 1,600				\$ 3,897	\$ -
Membership Dues and Subscriptions	\$ 1,214		\$ 313		\$ 600				\$ 2,127	\$ -
Supplies	\$ 1,100		\$ 874		\$ 1,500				\$ 3,474	\$ -
Food/Food Service	\$ 500		\$ -		\$ -				\$ 500	\$ -
Vehicle Operation	\$ 902		\$ 350		\$ 750				\$ 2,002	\$ -
Overhead: 8% limit of Grant Funding	\$ 4,217		\$ 2,869		\$ 5,779				\$ 12,865	\$ -
Awards/ Events										
Client Support										
Federal Mental Health Initiative	\$ 3,160								\$ 3,160	\$ -
Low Income Subsidy										
Depreciation										
Nutrition Education										
Bank Service Fees										
Subcontractor										
Miscellaneous										
Total Operating Expenses	24,379		9,106		19,895				53,380	-

SECTION D:

HICAP Legal Representation Services are provided [W & Code, Section 9541 (c) (3)]:

[] Yes Amount Budgeted:

At least 5% of HICAP Ship funds used for mental health dual beneficiary with health disabilities:

[X] Yes Amount Budgeted: **\$3,160**

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

HEALTH INSURANCE AND COUNSELING ADVOCACY PROGRAM

BUDGET PERIOD: April 1, 2014 THRU June 30, 2014

Name of Agency: Alliance on Aging, Inc.

Address of Agency: 247 Main Street

Salinas, CA 93901

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

Funding Source and Catalog #

Check one: Federal Funds 93.779
State Funds HICAP

Budget Version

Check one: Original 4/2/2014
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.

John A. Assaad 4/2/2014
Preparer's Signature / Date

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

Debra Sullivan
Executive Director's Signature / Date

831.655-4240 4/2/2014
Executive Director's Name (Printed) and telephone number

D. Debra Sullivan

Received at Area Agency on Aging:	Reviewed for: completeness and accuracy
	No matching requirement
	Reviewed for Allowable Costs
	8% Indirect Cost limit
	Budget Approved by Fiscal Officer: <u>Veronica Portier 4/2/14</u>
Budget Approved by Program: <u>M. J. V. 5/8/14</u>	
Mis.Mdb updated by Fiscal Officer: _____	
New Mis.Mdb sent to provider: _____	

Agency Name: Alliance on Aging, Inc.

SECTION A:

BUDGET SUMMARY											
Categories of Expenses	Fed Ship Fund		HICAP Fund		HICAP Reimb		Fed Ship Rural Fund		Total Budget		
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	
Personnel	\$	20,285	\$	11,725	\$	16,112	\$	-	\$	48,122	
Operating Expenses	\$	5,779	\$	1,277	\$	9,896	\$	-	\$	16,952	
Total	\$	26,064	\$	13,002	\$	26,008	\$	-	\$	65,074	
Source of Revenue	Fed Ship Fund		MIMA FUND		HICAP Reimb		Fed Ship Rural Fund		Total Budget		
AAA Grant	\$	26,064	\$	13,002	\$	26,008	\$	-	\$	65,074	
Project Income											
Other Federal Funds											
Other State Funds											
County/City Funds											
Private Grants											
Net Fundraising											
Totals by match											
TOTAL	\$	26,064	\$	13,002	\$	26,008	\$	-	\$	65,074	

\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

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

OPERATING EXPENSE & EQUIPMENT	Fed Ship Fund		HICAP Fund		HICAP Reimb		Fed Ship Rural Fund		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
Volunteer Reimbursement										
Travel	\$ 357		\$ 143		\$ 1,000				\$ 1,500	
Conference/Trainings/Meetings	\$ 100				\$ 200				\$ 300	
Professional Fees: Accy/ Legal										
Equipment Purchase										
Equipment Rental and Maintenance	\$ 100				\$ 400				\$ 500	
Occupancy	\$ 500				\$ 1,253				\$ 1,753	
Insurance (Excluding Veh. & Occ.)										
Utilities	\$ 376		\$ 184		\$ 182				\$ 742	
Postage/ Shipping	\$ 20		\$ 20		\$ 20				\$ 60	
Printing / Publications	\$ 581				\$ 1,019				\$ 1,600	
Public Relations /Advertising	\$ 500				\$ 4,072				\$ 4,572	
Membership Dues and Subscriptions										
Supplies										
Food/Food Service										
Vehicle Operation	\$ 50		\$ 50						\$ 80	
Overhead: 8% limit of Grant Funding	\$ 1,747		\$ 900		\$ 1,750				\$ 4,397	
Awards/ Events										
Client Support										
Federal Mental Health Initiative	\$ 1,448								\$ 1,448	
Low Income Subsidy										
Depreciation										
Nutrition Education										
Bank Service Fees										
Subcontractor										
Miscellaneous										
Total Operating Expenses:	5,779		1,277		9,896				16,952	

SECTION D:

HICAP Legal Representation Services are provided (W&L Code, Section 9541 (c) (3)):
 Yes
 Amount Budgeted:

At least 5% of HICAP Ship funds used for mental health dual beneficiary with health disabilities:
 Yes
 Amount Budgeted: \$1,448

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

BUDGET PERIOD: April 1, 2014 thru June 30, 2014

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	<input checked="" type="checkbox"/>	93.071 AAA MIPPA
Federal Funds	<input checked="" type="checkbox"/>	93.071 HICAP MIPPA

Budget Version

Check one: Original	<input checked="" type="checkbox"/>	4/2/2014
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Certification:

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

John A. Assaad 4/2/2014
Preparer's Signature / Date

John A. Assaad 831.655.4246
Preparer's Name (Printed) and telephone number

Teresa Sullivan 4/2/2014
Executive Director's Signature / Date

Teresa Sullivan 831.655.4240
Executive Director's Name (Printed) and telephone number

Teresa Sullivan

<p>Received at Area Agency on Aging:</p> <p>Budget Template Last Updated: 4/12/12 By Veronica Renteria</p>	<p>Reviewed for: completeness and accuracy No match requirement Reviewed for Allowable Costs 8% indirect Cost limit</p> <p>Budget Approved by Fiscal: <u>Veronica Renteria 4/3/14</u></p> <p>Budget Approved by Program: <u>[Signature] 5.10.14</u></p> <p>Get Care Updated by Vendor: _____</p> <p>Get Care Verified by Fiscal: _____</p>
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Agency Name: ALLIANCE ON AGING Medicare Improvements for Patients and Providers Act (MIPPA)

SECTION A:

BUDGET SUMMARY

Categories of Expenses	AAA MIPPA		HICAP MIPPA		Total Budget
	Cash	In-Kind	Cash	In-Kind	
Personnel	\$ 943	\$ -	\$ 1,989	\$ -	2,932
Operating Expenses	\$ 1,493	\$ -	\$ 3,302	\$ -	4,795
Total	\$ 2,436	\$ -	\$ 5,291	\$ -	7,727
Source of Revenue	AAA MIPPA		HICAP MIPPA		Total Budget
	Cash	In-Kind	Cash	In-Kind	Cash
AAA Grant	\$ 2,436	\$ -	\$ 5,291	\$ -	\$ 7,727
Project Income					\$ -
					\$ -
Other Federal Funds					\$ -
					\$ -
Other State Funds					\$ -
					\$ -
County/City Funds					\$ -
					\$ -
Private Grants					\$ -
					\$ -
Net Fundraising					\$ -
					\$ -
Totals by match	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 2,436	\$ -	\$ 5,291	\$ -	\$ 7,727

\$ - \$ - \$ - \$ - \$ -

SECTION C:

ALLIANCE ON AGING
OPERATING EXPENSES / EQUIPMENT
AND INDIRECT COSTS

OPERATING EXPENSE & EQUIPMENT	AAA MIPPA		HICAP MIPPA		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
Volunteer Reimbursement					\$ -	\$ -
Travel/Volunteer Travel					\$ -	\$ -
Conf/Trainings/Meetings					\$ -	\$ -
Occupancy					\$ -	\$ -
Professional Fees: Accil/Legal					\$ -	\$ -
Equipment Purchase					\$ -	\$ -
Equipment Rental/Maint.					\$ -	\$ -
Postage/ Shipping					\$ -	\$ -
Insurance (Excluding Veh. & Occ.)					\$ -	\$ -
Utilities/Communications					\$ -	\$ -
Printing / Publications					\$ -	\$ -
Public Relations /Advertising	\$ 1,313		\$ 2,912		\$ 4,225	\$ -
Sub/Membership Dues					\$ -	\$ -
Supplies					\$ -	\$ -
Food/Food Service					\$ -	\$ -
Vehicle Operation					\$ -	\$ -
Overhead: 8% limit of Grant Funding	\$ 180		\$ 390		\$ 570	\$ -
Awards/ Events					\$ -	\$ -
Client Support					\$ -	\$ -
Depreciation					\$ -	\$ -
Bank Service Fees					\$ -	\$ -
Subcontractor					\$ -	\$ -
Miscellaneous					\$ -	\$ -
Total Operating Expenses	1,493	-	3,302	-	4,795	-

MEMORANDUM OF UNDERSTANDING

Between the

Long-Term Care Ombudsman Program of Monterey County

and

Adult Protective Services of Monterey County

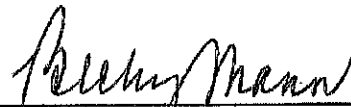
for

Coordination of Services Regarding
Investigations of Suspected Elder and Dependent Adult Abuse

Effective 11/1/2013



Henry Espinosa, Branch Director
Monterey County Social Services
Adult Protective Services
1000 S. Main St., Suite 211A
Salinas, CA 93901



Becky L Mann, Program Coordinator
Long Term Care Ombudsman Program
of Monterey County, Alliance on Aging,
247 Main Street, Salinas, CA 93901

Introduction and Purpose

A group of stakeholders from across California came together to address common jurisdictional issues pertaining to local Adult Protective Services (APS) and local Long-Term Care Ombudsman Programs (LTCOP) with regard to the investigation of reports of suspected abuse and neglect of elders and dependent adults. A statewide survey helped to identify jurisdictional conflicts between APS and LTCOP. The workgroup determined that the amount of regulatory revision needed to align jurisdiction was prohibitive.

The stakeholders agreed that an effective way to address this issue is to develop a Memorandum of Understanding (MOU) between APS and the LTCOP which local entities could use at their discretion. The purpose of this MOU is to provide clarification of each agency's respective role and address jurisdictional issues with the ultimate goal to increase collaboration, address gaps in services and enhance outcomes for elders and dependent adults.

This document will be reviewed annually, on July 1st, by the State Ombudsman and the California Welfare Director's Association, Adult Services Committee. It will also be reviewed, as needed, in response to substantive legislative changes.

How to Use this MOU

The laws and regulations that provide guidance to APS and LTCOP allow for varied interpretations of roles, as they relate to jurisdiction for both agencies. These laws and regulations allow both APS and the LTCOP to take a more inclusive approach to identifying jurisdiction and working together to respond to reports of abuse and neglect. This flexibility provides each county the ability to determine and agree to one way of interpreting regulations for use in their county. There are identified sections in the jurisdictional matrix at the end of this document where the interpretation should remain consistent, and other sections where decisions should be made at the local level. Regulations are cited throughout this document. Once the MOU has been executed, dissemination and training to all levels of staff is critical. The local Ombudsman shall send a copy and any subsequent revisions to the State Ombudsman.

Background and Responsibilities of the Local APS and the Local LTCOP

(Local Adult Protective Services)	(Local Long Term Care Ombudsman Program)
<p>The Elder Abuse and Dependent Adult Civil Protection Act, W&I Code § 15600 et seq., establishes Adult Protective Services (APS) as the agency with the authority to investigate elder and dependent adult abuse in the community. Exceptions to this will be defined in this MOU. Statutory requirements for mandated reporters to report suspected elder abuse that has occurred in the community to APS is defined in W&I Code § 15630.</p> <p>The goal of APS is to provide protective services to elders and dependent adults who are unable to protect their own interests or to care for themselves. APS is to prevent and remedy the abuse, neglect, or exploitation of elders and dependent adults who have been harmed or are at risk of harm. This is achieved by providing intervention activities directed toward safeguarding the well-being of our APS clients and/or linking the elder or dependent adult with appropriate community based resources.</p> <p>APS is mandated to cross-report to law enforcement reports of known or suspected physical abuse and neglect. With respect to financial abuse, APS shall first determine whether there is a reasonable suspicion of any criminal activity prior to making the cross-report. (W&I Code §15640(a)(i)). In responding to reports of suspected elder or dependent adult abuse and/or neglect, APS is required to:</p> <p>Take the telephone report of abuse and advise the mandated reporter to which office to send the written report:</p> <ol style="list-style-type: none"> 1. Cross-report to law enforcement known or suspected instances of criminal activity; 2. Conduct an investigation to determine the facts of the case: <ol style="list-style-type: none"> a. Establish whether the suspected abuse 	<p>The State Long-Term Care Ombudsman Program (LTCOP) is mandated by the federal Older Americans Act, 42 U.S.C. 3058g and by the Mello-Granlund Older Californians Act, Welfare and Institutions (W&I) Code § 9700-9741, to advocate on behalf of residents in long-term care (LTC) facilities. Furthermore, the Elder Abuse and Dependent Adult Civil Protection Act, W&I Code § 15630 et seq., establishes statutory requirements for mandated reporters to report elder abuse to the LTCOP.</p> <p>The mission of the Office of the State Long-Term Care Ombudsman (OSLTCO) is to ensure the dignity, quality of life and care for all residents in LTC facilities primarily serving the elderly by empowering residents and advocating on behalf of those unable to act for themselves.</p> <p>Under State and federal law, the LTCOP is charged with advocating for LTC residents, including:</p> <ol style="list-style-type: none"> 1. Provide services to protect the health, safety, welfare, and rights of residents. 2. Ensure that residents have regular and timely access to services provided by the LTCOP and receive timely responses from representatives of the LTCOP. 3. Maintain an ongoing presence in Skilled Nursing Facilities (SNFs) and Residential Care Facilities for the Elderly (RCFEs). 4. Represent the resident before governmental entities and seek

<p>falls within the statutory definition of Abuse of an Elder or a Dependent Adult, (W&I Code §15610.07).</p> <p>b. Gather information regarding the suspected abuse incident from collateral contacts, if possible, and conduct separate face-to-face interviews with the suspected abuser and victim in order to:</p> <ul style="list-style-type: none"> • Determine type(s) of abuse • Determine approximate duration/frequency of abuse(s) • Determine the identity of the suspected abuser(s) • Evaluate whether abuse is likely to continue without agency intervention • Take photographs of the abuse/neglect and obtain victim's written consent for release of medical, health, legal and financial records pertinent to the documentation of the abuse • Share information regarding the abuse incident with law enforcement <p>3. Assess the ability and willingness of both the victim and abuser to participate in a plan to prevent further abuse; and to determine:</p> <ul style="list-style-type: none"> • Appropriate intervention to protect victim • If the victim is willing to accept services to remedy or prevent abuse and to have APS proceed with the investigation • If the victim is unwilling to accept services, as APS cannot impose the services <p>4. Link the victim, abuser and other concerned parties with community resources, as needed.</p> <p>When APS receives a report of abuse alleged to have occurred in a long-term care facility, APS shall refer the reporter to the LTCOP. However, if APS believes that the reporting party will not follow through with the referral, APS may accept the report and refer it to the LTCOP (APS Manual of Policies and Procedures 33-405).</p>	<p>administrative, legal, and other remedies.</p> <p>5. Identify, investigate, and resolve complaints that are made by, or on behalf of, LTC residents that relate to action, inaction or decisions, that may adversely affect the health, safety, welfare, or rights of the residents.</p> <p>6. Receive and investigate reports of suspected abuse alleged to have occurred in LTC facilities.</p> <p>Under W&I Code § 15650(a), investigation of reports of known or suspected instances of abuse in LTC facilities shall be the responsibility of the Bureau of Medi-Cal Fraud and Elder Abuse, the local law enforcement agency, and the LTCOP.</p> <p>Under W&I Code § 15650(f) each local LTCOP shall maintain an inventory of public and private agencies available to assist LTC residents who are victims of abuse. This inventory is used to refer cases of abuse in the event that another agency has jurisdiction, the abuse is verified and further investigation is needed by law enforcement or a licensing agency, or the program does not have sufficient resources to provide immediate assistance.</p> <p>The intent of this section is to acknowledge that LTCOP responsibility in abuse cases is to receive reports, determine the validity of reports, refer verified abuse cases to appropriate agencies for further action as necessary, and follow up to complete required report information. Other LTCOP services shall be provided to the resident, as appropriate.</p>
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Abuse Reporting

(Local APS)	(Local LTCOP)
<p>APS will:</p> <p>Immediately, or as soon as practicably possible, report by telephone to the LTCOP when abuse is alleged to have occurred in a LTC facility (W&I Code § 15630). Send a written copy of the abuse report within two working days. Give priority to "urgent" complaints referred by the LTCOP on a SOC 341 and/or CDA 223.</p> <p>Reports received by APS outside of normal business hours that are within LTCOP jurisdiction shall be reported to the LTCOP by contacting the LTCOP CRISISline within <u>24 hours</u>. Immediate response referrals received after normal business hours will be called to the State LTCOP CRISISline (1-800-231-4024) as soon as possible.</p> <p>If APS or LTCOP receive cases that are outside of their jurisdiction they will provide all information related to that referral to the other agency (note: LTCOP consent and confidentiality requirements do not extend to individuals that are not current or former long-term care facility residents).</p> <p>If the reporting party is making a report which includes issues that likely would involve APS and the LTCOP, the reporting party shall be encouraged to make reports to both entities.</p>	<p>LTCOP will:</p> <p>Request and obtain consent of the victim or legal representative to reveal his/her identity prior to sending a report to APS. The LTCOP will submit a "Report of Suspected Dependent Adult/Elder Abuse" form (SOC 341) and/or a "Complaint from the Long-Term Care Ombudsman" form (CDA 223) to APS <u>within 24 hours</u>.</p> <p>When the LTCOP does not have consent to release their identities, the LTCOP may only cross report to APS if all identifying information is redacted (e.g., resident name, ethnicity, room number, etc.). The LTCOP shall release to APS all reports of known or suspected criminal activity or "urgent" matters as described in this MOU, including redacted reports.</p> <p>Upon preliminary verification of an "urgent" complaint, the LTCOP will immediately fax information (redacted if consent is lacking) to APS at 831-883-7563.</p> <p>Reports received by LTCOP outside of normal business hours that are within APS jurisdiction shall be reported to APS by contacting the APS hotline by the next business day. Immediate referrals will be called to APS hotline at <u>1-800-510-2020</u> as soon as possible.</p> <p>If APS or the LTCOP receive cases that are outside of their jurisdiction they will provide all information related to that referral to the other agency (note: LTCOP consent and confidentiality requirements do not extend to individuals that are not current or former LTC facility residents).</p> <p>If the reporting party is making a report which includes issues that likely would involve APS and the LTCOP, the reporting party shall be encouraged to make reports to both entities.</p>

Ombudsman Confidentiality

The files and records of the LTCOP may be disclosed only at the discretion of the State Ombudsman (or the person designated by the State Ombudsman to disclose the files and records). However, the State Ombudsman or designee does not have the discretion to disclose the identity of any complainant or resident. State and federal law prohibits the disclosure of the identity of any complainant or resident with respect to whom the LTCOP maintains such files or records unless 1) the complainant or resident, or the legal representative of the complainant or resident, consents to the disclosure and the consent is given in writing; 2) the complainant or resident gives consent orally and the consent is documented contemporaneously in a writing made by a representative of the Office that is witnessed by the representative and a third-party witness; or 3) disclosure is required by court order.

The LTCOP will request consent of the resident or legal representative to reveal his/her identity prior to sending a report to APS. The LTCOP will cross report suspected abuse complaints (which have occurred outside of a LTC facility (e.g., abuse during a home visit, financial abuse occurring at a financial institution) to APS when the LTCOP has written or oral consent of the resident or the resident's legal representative, or a court order. The LTCOP will submit a "Report of Suspected Dependent Adult/Elder Abuse" form (SOC 341) and/or a "Complaint from the Long-Term Care Ombudsman" form (CDA 223) to APS.

When the LTCOP does not have consent from all parties to release their identities, the LTCOP may only cross report to APS, if identifying information is redacted (e.g., resident name, ethnicity, room number, etc.). The LTCOP shall release to APS agency reports of known or suspected abuse as described in this MOU, including redacted reports.

APS Confidentiality

APS records and reports of suspected elder or dependent adult abuse and information contained therein are considered strictly confidential and may only be disclosed to certain persons or agencies as stipulated by California W&I Code, § 15633.5. Per this statute, information relevant to the incident of elder or dependent adult abuse may be given to an investigator from an APS agency, a local law enforcement agency, the office of the district attorney, the office of the public guardian, the probate court, the bureau (Department of Justice, Bureau of Medi-Cal Fraud and Elder Abuse), or an investigator of the Department of Consumer Affairs, Division of Investigation who is investigating a known or suspected case of elder or dependent adult abuse.

The identity of any person who reports under this chapter shall be confidential and disclosed only among the following agencies or persons representing an agency: an APS agency, a LTCOP, a licensing agency, and others as permitted by statute (W&I Code § 15633.5(b)).

The identity of a person who reports may also be disclosed to the district attorney in a criminal prosecution, when a person reporting waives confidentiality, or by court order.

Pursuant to statute (W&I Code, § 15633.5), APS and the LTCOP agree to maintain confidentiality of all records shared/disclosed as part of the MOU. As such, all APS and LTCOP staff is under an equal obligation to treat as confidential any information they may acquire, by any means, about any recipient of APS or LTCOP services. Information obtained via this agreement is solely for the purpose of providing services and assistance.

Joint Responsibilities of the (Local APS) and the (Local LTCOP)

The following responsibilities confirm the agreement between the LTCOP and APS for coordination of services and to share information between such agencies while adhering to consent and confidentiality requirements.

The Long Term Care Ombudsman Program of Monterey County and the Adult Protective Services of Monterey County mutually agree to:

1. Maintain communication by convening pre-scheduled meetings between the LTCOP and APS bi-monthly following Multi-Disciplinary Team meetings.
2. Assign staff from APS and the LTCOP to serve as liaisons to respond to requests for policy or program interpretations, program operations information, and training information.
3. APS and the LTCOP will inform each other of any relevant changes pertaining to laws, regulations, policies, and procedures regarding the reporting and investigation of suspected abuse, as well as any relevant changes in APS and LTCOP operations including local program staffing. This information will be sent directly to APS and LTCOP liaisons.
4. If APS or the LTCOP have complaints, or are dissatisfied with the response to a complaint or inquiry, they will contact the designated liaison (or other designated person) to discuss and handle such matters as necessary.
5. For cases that require APS and LTCOP coordination, including a joint response, the designated liaison (or other designated person) will be the first point of contact.
6. If APS or LTCOP receive reports that are outside of their jurisdiction they will provide all information related to that referral without redaction to the other agency.
7. Exchange information regarding training opportunities. When the LTCOP conducts training sessions, APS personnel should be invited to attend. If appropriate, APS personnel should be invited to participate as trainers. Conversely, when APS conducts a relevant training session, LTCOP personnel should be invited to attend. If appropriate, LTCOP personnel should be invited to participate as trainers.
8. If a situation arises that this MOU does not sufficiently address, and further examination of jurisdiction is required, the first point of contact will be each agency's respective liaison. If the liaison does not have the authority to make a determination on such a matter, s/he will seek consultation utilizing current policies and procedures and render an answer to the other agency liaison.
9. This MOU is an agreement to work cooperatively and is subject to modification and amendment upon the request of either party and with mutual consent.
10. Either party to this MOU may modify or terminate the MOU upon written notice provided at least 30 days in advance to the other party.

Mutual Cooperation

The following responsibilities confirm the agreement between (local LTCOP) and (local APS) to provide mutual support and cooperation.

The Long Term Care Ombudsman Program of Monterey County and the Adult Protective Services of Monterey County mutually agree that:

1. APS may refer to LTCOP complaints relating to abuse and neglect or any complaint that a resident may have regarding health, safety, welfare and rights.
2. APS may contact the LTCOP to obtain facility referrals including referrals for emergency placement or sheltering programs.
3. The LTCOP may contact APS to help with placement when a facility is closed.
4. In the event of a disaster, APS and the LTCOP shall coordinate efforts to find emergency placements. The agency with case jurisdiction will be the lead. The LTCOP can be contacted for referrals for such placements and for information about facilities affected by a natural or manmade disaster.
5. If a client is threatening to leave a facility against medical advice (AMA), a referral to the LTCOP can be made. If a client is leaving a facility AMA and there is a concern for the client's safety, the LTCOP will recommend that the facility make a referral to APS after the client leaves the facility.
6. If a client is being illegally transferred or discharged out of a facility or not allowed to return to a facility from a hospital, the LTCOP can assist in advocating for that client's right to remain at the facility or return to the facility. A referral to the LTCOP would be appropriate in this instance.
7. APS & LTCOP located in counties which frequently have clients hospitalized or placed in/from neighboring counties are encouraged to cooperate with sister entities in neighboring counties. It is recommended that they establish jurisdictional protocols to investigate abuse allegations and ensure clients are served and protected regardless of where the abuse occurred.

Jurisdictional Matrix

How to use the Jurisdictional Matrix

The jurisdictional matrix is designed to allow APS and the LTCOP, at the county level, to determine jurisdiction and then customize the MOU. An extensive number of scenarios are provided which include the following areas: the type of abuse, where the client lives, who the suspected abuser is, where the abuse occurred, and the type of abuse. Counties can customize this MOU by selecting (indicating with a check mark) the type of abuse and which agency has jurisdiction for each of the proposed combinations of scenarios. The workgroup has recommended **best practice selections in bold type**; however, counties may elect to make their own selections. The following references were used in developing the jurisdictional matrix:

- Coordination between Long-Term Care Ombudsman and Adult Protective Services Programs and Related Issues: Report on a Meeting Sponsored by Administration on Aging, October 1993
- State Ombudsman Procedure Clarification Letters for Local Long-Term Care Ombudsman Programs
- California Health & Safety Code (cited throughout this document)
- California Welfare & Institutions Code (cited throughout this document)
- California Manual of Policy and Procedures for Adult Protective Services (<http://www.dss.cahwnet.gov/ord/PG313.htm>)
- Mello-Granlund Older Californians Act
- Federal Older Americans Act, 42 U.S.C. 3058g

Long-Term Care Facility Types

For the purposes of investigation of suspected elder and dependent adult abuse, Long-Term Care Facility types are defined in Welfare and Institutions Code section 15610.47, which refers to Health and Safety Code sections 1418(a) and 1502(a)(1),(2)

These facilities include:

- Skilled nursing facilities (SNF), distinct parts of acute hospitals that are licensed as SNFs (aka sub-acute, transitional care units) intermediate care facilities, intermediate care facilities for the developmentally disabled (including rehabilitative and nursing), nursing facilities congregate living health facilities, residential care facilities for the elderly (aka: assisted living, board and care), adult residential facilities, adult day health care, adult day care, continuing care retirement communities (CCRC)* and unlicensed community care facilities.
- Health and Safety Code section 1569.44 defines an unlicensed community care facility as a location that is not exempt from licensure and where any of the following exist: the facility is providing elements of care and supervision, the facility represents itself as providing care and supervision, the facility represents itself as a licensed facility, or the facility accepts or retains clients who require care and supervision.

*Even residents living within an independent living section of a CCRC are considered residents of a LTC facility.

When the client is	And the suspected abuser is	And the abuse occurs	And the abuse type is	The agency to respond will be
1. In a LTC facility	Resident or Staff (includes contracted staff)	Within the facility or Outside the facility	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input checked="" type="checkbox"/> Ombudsman
2. In a LTC facility	Non-staff (including family/friends, legal and financial professionals, visitors)	Within the facility	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect Other _____	<input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
3. In a LTC facility	Non-staff (including family/friends, legal and financial professionals, visitors)	Within the facility	<input checked="" type="checkbox"/> Financial Other _____	<input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
4. In a LTC facility	Non-staff (including family/friends, legal and financial professionals, visitors)	N/A	<input checked="" type="checkbox"/> Financial <u>Non-payment of facility bill</u>	<input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
5. In a LTC facility	Non-staff (including family/friends, legal and financial professionals, visitors)	Outside the facility	<input type="checkbox"/> Physical <input type="checkbox"/> Sexual <input type="checkbox"/> Neglect <input type="checkbox"/> Self Neglect <input type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input checked="" type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS
6. In a Continuing Care Retirement Community (CCRC), resident living in the independent side of the facility	Staff (includes contracted staff)	Within the CCRC	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both: Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS

When the client is	And the suspected abuser is	And the abuse occurs	And the abuse type is	The agency to respond will be
7. In a CCRC, resident living in the independent side of the facility	Resident	Within the CCRC	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
8. In a CCRC, resident living in the independent side of the facility	Non-staff (including family/friends, legal and financial professionals, visitors)	Within the CCRC	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
9. In a CCRC, resident living in the independent side of the facility	Staff (includes contracted staff)	Outside the CCRC	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
10. In a CCRC, resident living in the independent side of the facility	Resident	Outside the CCRC	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
11. In a CCRC, resident living in the independent side of the facility	Non-staff (including family/friends, legal and financial professionals, visitors)	Outside the CCRC	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
12. Living in a Non-licensed Community Care Facility (facility should be licensed)	Staff (includes contracted staff) or Resident	Within the facility or Outside the facility	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input checked="" type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS

When the client is	And the suspected abuser is	And the abuse occurs	And the abuse involves	The agency to respond will be
13. Living in a Non-licensed Community Care Facility (facility should be licensed)	Non-staff (including family/friends, legal and financial professionals, visitors)	Outside the facility	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both <input checked="" type="checkbox"/> APS will inform Ombudsman
14. A licensed Adult Day program	Participant or Staff (includes contracted staff)	Within the facility	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
15. A licensed Adult Day program	Non-staff (including family/friends, legal and financial professionals, visitors)	Within the facility	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
16. A licensed Adult Day program	Participant or Staff (includes contracted staff)	Outside the facility (for example, on a field trip)	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
17. A licensed Adult Day program	Non-staff (including family/friends, legal and financial professionals, visitors)	Outside the facility (for example, on a field trip)	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
18. In an Acute Care Hospital or Psych Hospital	Staff, other patients or non staff (including family/friends, legal and financial professionals, visitors)	Within the hospital or within the community (e. g. individual was neglected at home resulting in hospitalization. Must have been an elder or dependent adult at the time of the abuse)	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input checked="" type="checkbox"/> APS

When the client is	And the suspected abuser is	And the abuse occurs	And the abuse type is	The agency to respond will be
19. In an Acute Care Hospital or Psych Hospital	An employee of a licensed facility	In a long term care facility	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input checked="" type="checkbox"/> Ombudsman <input type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
20. Facilities exempt from licensure (e.g. Independent Living Facilities, Sober Living Houses that are not providing care and supervision, etc)	Staff (includes contracted staff) or Resident	Within the facility or Outside the facility	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
21. Facilities exempt from licensure (e.g. Independent Living Facilities, Sober Living Houses that are not providing care and supervision, etc)	Non-staff (including family/friends, legal and financial professionals, visitors)	Within the facility	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
22. Facilities exempt from licensure (e.g. Independent Living Facilities, Sober Living Houses that are not providing care and supervision, etc)	Non-staff (including family/friends, legal and financial professionals, visitors)	Outside the facility	<input checked="" type="checkbox"/> Physical <input checked="" type="checkbox"/> Sexual <input checked="" type="checkbox"/> Neglect <input checked="" type="checkbox"/> Self Neglect <input checked="" type="checkbox"/> Financial Other _____	<input type="checkbox"/> Ombudsman <input checked="" type="checkbox"/> APS <input type="checkbox"/> Both Lead will be: <input type="checkbox"/> Ombudsman <input type="checkbox"/> APS
23. Prisons and jails				Neither program has jurisdiction (for prisons, refer to California Dept of Corrections and Rehabilitation; for jail, refer back to local law enforcement)
24. State Hospitals and Developmental Centers				Neither program has jurisdiction (report may be made to the designated investigator at the Department of State Hospitals or Developmental Center or local law enforcement)

**Local Adult Protective Services
Contact List**

- A. The contact person for (local APS) for policy issues and general liaison responsibilities shall be:

Margaret Huffman, Program Manager
Aging and Adult Services
Monterey County Department of Social Services
1000 South Main Street, Suite 212
Salinas, CA 93901
831-755-4435
huffmanm@co.monterey.ca.us

- B. The back-up liaison if/when (named person A) is not available for the local APS agency shall be:

Marilyn Remark, APS Supervisor
Aging and Adult Services
Monterey County Department of Social Services
2620 First Avenue
Marina, CA 93933
831-883-7552
remarkmr@co.monterey.ca.us

**Long Term Care Ombudsman Program of Monterey County
Contact List**

- A. The contact person for the local LTCOP for policy issues, training, legislation and general liaison responsibilities shall be:

Becky Mann, Program Coordinator
Alliance on Aging
247 Main Street, Salinas, CA 93901
831.655.7563
bmann@allianceonaging.org

- B. The back-up liaison if/when (named person A) is not available for the local LTCOP shall be:

Sandra Ellis, Senior Ombudsman,
Alliance on Aging
280 Dickman Avenue
Monterey, CA 93940
831.655.7565
sellis@allianceonaging.org