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COUNTY OF MONTEREY

Amendment #2 to Agreement #5010-446
Alliance on Aging

THIS AMENDMENT #2 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and the Alliance on Aging (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement to provide Outreach, Ombudsman and Health Insurance Counseling and Advocacy Program (HICAP) services for a term of July 1, 2024, through June 30, 2025, in the amount of $508,904 (hereinafter, "Original Agreement").

WHEREAS, the parties amended the agreement via Amendment #1 by adding $48,712, revise the scope of services to include Medicare Improvements for Patients and Providers (MIPPA), State Health Insurance Assistance Program (SHIP), Area Agency on Aging, and Aging and Disability Resource Connection (ADRC) funded services, for a new total contract amount of $557,616 with no change to the contract term.

WHEREAS, the parties wish to amend the agreement via Amendment #2 by **adding $56,738 in one-time only (OTO) funding for Ombudsman Program services** for a new total contract amount of **$614,354** with no change to the contract term.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the original Agreement and Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, "GENERAL DESCRIPTION"**, is hereby amended to read as follows: "The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform the services described in **Exhibit AAA** in conformity with the terms of this Agreement.

2. **Section 2.0, "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAA**, subject to the limitation set forth in the Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **$614,354**".

3. **Exhibit AAA,** Section III "**SUBAWARD INFORMATION**" is hereby amended to the following: "**Federal Award Identification Number (FAIN):** HI-2425-32, AAA-2324-32, MI 2324-32 and MI-2425-32" and "**Date County Awarded Funding:** 4/1/2024, 7/1/2024, **9/1/2024 and 12/9/2024**".

4. **Exhibit AAA,** Section III "**SUBAWARD INFORMATION**" is hereby amended to the following: "**CFDA Pass-through Information and Dollar Amount:** California Department of Aging: Title III B (Outreach) 93.044 – $63,219, Title III B (Ombudsman) 93.044 – **$135,409**, Title VII A (Ombudsman) 93.042 – **$41,330,** Ombudsman Citation (PHF) – **$42,701,** Ombudsman Initiative (SHF) – **$27,436,** Ombudsman Initiative (SNF) – $17,448, and HICAP and SHIP – $228,348, and MIPPA (SHIP, AAA, ADRC) – $58,463".

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5. **Exhibit AAA,** Section V, Paragraph titled **"SERVICES TO BE PROVIDED BY CONTRACTOR"** shall be amended to the following: "CONTRACTOR shall provide the services outlined in Exhibits **AAA**, A-1, **AA-2, AA-3, AA-4**, **AAA-5**, and AA-6, attached."

6. **Exhibit AAA,** Section IX, Paragraph titled "**AUDIT PROVISIONS**", shall be amended to the following: "CONTRACTOR is required to provide an audit as per the terms in Exhibit H. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Exhibits **AAA**, A-1, **AA-2, AA-3, AA-4**, **AAA-5,** and AA-6."

7. **Exhibit AAA,** Section XII, Paragraph titled "**INVOICE/PAYMENT PROVISIONS"**, shall be amended to the following: "**INVOICE/PAYMENT PROVISIONS (Excludes MIPPA Program)** 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 Exhibits **AAA**, A-1, **AA-2, AA-3, AA-4, AAA-5**, and AA-6, Section I, Services to be Provided, and Section II, Performance Reporting.",

   "COUNTY shall pay CONTRACTOR in accordance with **Exhibit BBB**", and

8. **Exhibit AAA,** Section XIII "**PAYMENT SUMMARY**" reflects the total reduction of **$675** for the **Ombudsman Federal Title III B** funding type, **$650** for the **Ombudsman Title VII A** funding type, **$39,028** for the **Ombudsman Public Health L&C Program Fund** funding type, and **$17,735** for the **Ombudsman State Health Facilities Citation Penalties Account**, and new contract total of **$614,354**.

9. **Exhibit AAA**, Section XIII "**PAYMENT SUMMARY**" is hereby amended to the following: "The total amount payable by COUNTY to CONTRACTOR for Outreach and all Ombudsman Services for the period July 1, 2024, through June 30, 2025, shall not exceed **three hundred twenty-eight thousand, three hundred ninety-two dollars ($327,543)**", and

   "The maximum amount payable by COUNTY to CONTRACTOR for all services under this Agreement for the period July 1, 2024, through June 30, 2025, shall not **exceed six hundred fifteen thousand, two hundred and three dollars ($614,354)**".

10. **Exhibit AAA-5 reflects changes to the performance benchmarks.**

11. **Exhibit BBB** replaces Exhibit **BB** and references the new **Exhibits AAA, AA-2, AA-3, AA-4, AAA-5.**

12. **Exhibit CC-2, CC-3, and CC4** replaces Exhibit C-2, C-3 and C-4 and provide the budget details for the changes on funding categories and allocated amounts.

13. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.

14. A copy of this Amendment No. 2 shall be attached to the Agreement.

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

COUNTY OF MONTEREY:

By: _____
DSS Director or Designee

Date: _____

Approved as to Form

By: DocuSigned by: Anne Brereton
A46091E5DE63489...
Deputy County Counsel

Date: 3/17/2025 | 1:25 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth
4E7A657B3454AE...
Auditor Controller's Office

Date: 3/17/2025 | 4:28 PM PDT

CONTRACTOR:
Alliance on Aging

By: Signed by:
14CE97E1B1CF428...
(Chair, President, Vice-President)

Mary Brusuelas Board President
(Print Name & Title)

Date: 3/15/2025 | 9:01 AM PDT

By: Signed by: Danielle Vierra
70C6EDEB351D409...
(Secretary, CFO, Treasurer)

Danielle Vierra, Secretary
(Print Name and Title)

Date: 3/17/2025 | 12:42 PM PDT

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SCOPE OF SERVICES/PAYMENT PROVISIONS

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

I. CONTACT INFORMATION

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

II. OFFICES

Salinas: 247 Main Street, Salinas CA 93901
Monterey: 280 Dickman Avenue, Monterey CA 93940
Days and Hours of Service:
Monday to Friday, 9 a.m. to 5 p.m. Closed from noon to 1 p.m.

III. SUBAWARD INFORMATION

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

CONTRACTOR Unique Entity ID (UEI): G5RNR2HMXHM3

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

Date County Awarded Funding: 4/1/2024, 7/1/2024, **9/1/2024, and 12/09/2024.**

CFDA Pass-through Information and Dollar Amount:

1. 93.044 (Title III B, Outreach) $63,219
2. 93.042 (Title III B, Ombudsman) **$135,409**
3. 93.042 (Title VII A, Ombudsman) $**41,330**
4. Ombudsman Citation (PHF) **$42,701**
5. Ombudsman Initiative (SHF) **$27,436**
6. Ombudsman Initiative (SNF) $17,448
7. HICAP and SHIP $228,348
8. MIPPA (SHIP, AAA, and ADRC) $58,463

Federal Award Description:

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Administration on Aging, Department of Health and Human Services

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

Department of Health and Human Services Administration for Community Living

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

Research and Development: no

Indirect Cost Rate: 10%

IV. COMPLIANCE REQUIREMENTS

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

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

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

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

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

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

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

V. SERVICES TO BE PROVIDED BY CONTRACTOR

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

VI. AGING AND DISABILITY RESOURCE CONNECTION (ADRC)

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

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

VII. TARGETING POLICY

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

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

Particular attention is required to serve older individuals that are:

- Low-income minorities
- Native Americans
- Residents in rural areas
- Limited English-Proficient (LEP) speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer's disease or related dementias
- Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) persons

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- Persons living with human immunodeficiency virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or other chronic conditions.

VIII. GETCARE LICENSES

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

IX. AUDIT PROVISIONS

CONTRACTOR is required to provide an audit as per the terms in **Exhibit H**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits AAA**, A-1, **AA-2, AA-3, AA-4**, **AAA-5,** and AA-6.

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

X. EQUIPMENT

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

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

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

Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR shall select the quote that is most advantageous to the CONTRACTOR AND COUNTY. The action and results must be documented.

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

Equipment must be received by June 30, 2025, for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by

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

XI. PROGRAM INCOME

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

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

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

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

XII. INVOICE/PAYMENT PROVISIONS

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

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits AAA**, A-1, **AA-2**, **AA-3, AA-4**, **AAA-5** and AA-6, Section I, Services to be Provided, and Section II, Performance Reporting.

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

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

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

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MIPPA funded services the final invoice is due July 10, 2025, with all MIPPA funding under this Agreement exhausted by June 30, 2025.

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

XIII. PAYMENT SUMMARY

Funding Type	*July 1, 2024 through June 30, 2025*
Title III B, Outreach	$63,219
Title III B, Ombudsman	**$135,409**
Title VII A, Ombudsman	**$41,330**
Ombudsman PHF	**$42,701**
Ombudsman SHF	**$27,436**
Ombudsman SNF	$17,448
SUB-TOTAL:	**$327,543**

The amount payable by COUNTY to CONTRACTOR for Outreach and all Ombudsman Services for the period July 1, 2024, to June 30, 2025, shall not exceed **three hundred twenty-seven thousand, five hundred and forty-three dollars ($327,543).**

Funding Type	*July 1, 2024 through March 31, 2025*
HICAP Reimbursements	$84,506
State HICAP Fund	$42,259
Fund Augmentation	$43,991
Federal SHIP	$57,592
SUB-TOTAL:	$228,348

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

Funding Type	*July 1, 2024 through August 31, 2024*	*September 1, 2024 through June 30, 2025*	*July1, 2024 through June 30, 2025*
MIPPA SHIP	$5,611	$24,217	$29,828
MIPPA AAA	$2,134	$11,160	$13,294

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MIPPA ADRC	$2,006	$13,335	$15,341
SUB-TOTAL:	$9,751	$48,712	$58,463

The total amount payable by COUNTY to CONTRACTOR for MIPPA Services for the period July 1, 2024 through June 30, 2025 shall not exceed fifty-eight thousand, four hundred sixty-three dollars ($58,463).

GRAND TOTAL:	**$614,354**

The maximum amount payable by COUNTY to CONTRACTOR for all services under this Agreement for the period July 1, 2024, through **June 30, 2025**, shall not exceed **six hundred fourteen thousand, three hundred and fifty-four dollars ($614,354).**

This Agreement is funded by the California Department of Aging (CDA) Agreements # HI-2425-32, MI-2324-32-A1, AAA-2425-32, and MI-2425-32. The terms and conditions of these CDA Agreements are incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County shall provide an electronic copy of the Agreements to CONTRACTOR.

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

I. SERVICES TO BE PROVIDED

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

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

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

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

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

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

   Unit of Service Measurement:
   1 Contact

   Estimated Service Units to be provided: 5,800 to include 150 BCU screenings.

   Benchmark of Service Units to be delivered:

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

2. **Supportive Services:**

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

Unit of Service Definition:

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

Unit of Service Measurement:

1 One Way Trip

Estimated Service Units to be provided: 4,200

300 (Weekly) Bus Passes = 14 Units Each

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

Benchmark of Service Units to be provided:

by September 30th: 75 Bus Passes = 1,050 Units (25%)

by December 31st: 150 Bus Passes = 2,100 Units (50%)

by March 31st: 225 Bus Passes = 3,150 Units (75%)

by June 30th: 300 Bus Passes = 4,200 Units (100%)

II. PERFORMANCE REPORTING

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

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

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

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

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

III. MATCH REQUIREMENTS

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

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

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IV. PAYMENT SUMMARY

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

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

I. SERVICES TO BE PROVIDED

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

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

2. Service and Definition:
   Work with Resident Councils: This begins with initial contact of appropriate staff/volunteers through continued participation at meetings.
   Unit of Service Measurement: Each Council
   Estimated Service Units to be delivered: Benchmark of **0** by June 30th

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

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

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

II. PERFORMANCE REPORTING

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

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CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2024, January 10, 2025, April 10, 2025, and July 10, 2025. CONTRACTOR to attach copy of ODIN data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4**.

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

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

III. MATCH REQUIREMENTS

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

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

IV. PAYMENT SUMMARY

The total amount payable by COUNTY to CONTRACTOR for Title III-B-Ombudsman for the period July 1, 2024, to June 30, 2025, shall not exceed **one hundred-thirty-five thousand, four hundred and nine dollars ($135,409).**

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

I. SERVICES TO BE PROVIDED

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

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

   Unit of Service Measurement: Each event

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

II. PERFORMANCE REPORTING

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

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2024, January 10, 2025, April 10, 2025, and July 10, 2025. CONTRACTOR shall attach a copy of ODIN data reports to the quarterly narrative. The Narrative Report shall be in the form of **Exhibit D-4**.

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

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

III. MATCH REQUIREMENTS

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

IV. PAYMENT SUMMARY

The total amount payable by COUNTY to CONTRACTOR for Title VII-A Ombudsman for the period July 1, 2024, through June 30, 2025, shall not exceed **Forty-one thousand three hundred thirty dollars ($41,330).**

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OMBUDSMAN INITIATIVE
SCOPE OF SERVICES

I. SERVICES TO BE PROVIDED

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

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

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

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

II. PERFORMANCE REPORTING

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

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

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

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

III. MATCH REQUIREMENTS

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

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IV. PAYMENT SUMMARY

Funding Type	*July 1, 2024 through June 30, 2025*
Ombudsman PHF	**$42,701**
Ombudsman SHF	**$27,436**
Ombudsman SNF	$17,448
SUB-TOTAL:	**$87,585**

The maximum amount payable by COUNTY to CONTRACTOR for Ombudsman Initiative – Senior Nursing Facilities (SNF) Quality and Accountability, State Health Facilities Citation Penalties Account (SHF) and Public Health Licensing & Certification Program Fund (PHF) for the period July 1, 2024, through June 30, 2025, shall not exceed **eighty-seven thousand, five hundred and eighty-five dollars ($87,585).**

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HICAP FUND
REIMBURSEMENTS (INS FUND), STATE HICAP FUND, HICAP AUGMENTATION FUND, FEDERAL SHIP FUNDS
(CFDA #92.324)
SCOPE OF SERVICES

I. SERVICES TO BE PROVIDED

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

HICAP goals are subject to change based on the performance measures established by the Centers for Medicare & Medicaid Services (CMS).

1. Estimated Number of finalized intakes for each Public Service Area (PSA); Clients Counseled: **1,415**
   Note: Clients Counseled equals the number of Intakes closed and finalized by the Program Manager.
2. Estimated Number of Public and Media Events: **159**
   Note: Public and Media events include education/outreach presentations, booths/exhibits at health/senior fairs, and enrollment events, excluding public service announcements and printed outreach.
3. Estimated Number of Contacts for all Clients Counseled: **1,657**
   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: **716**
   Note: This includes the estimated number of attendees (e.g., people actually attending the event, not just receiving a flyer) reached through presentations, and those reached through booths/exhibits at health/senior fairs, and those enrolled at enrollment events, excluding public service announcements and printed outreach materials.
5. Estimated Number of Contacts with Beneficiaries with Medicare Status Due to a Disability: **153**
   Note: This includes all counseling contacts via telephone, in-person at home, in-person at site, and electronic contacts (e-mail, fax, etc.). Results are duplicated client counts with Medicare beneficiaries due to disability and not yet age 65.
6. Estimated Unduplicated Number of Low-Income Beneficiaries: **299**
   Note: This is the number of unduplicated low-income Medicare beneficiary contacts and/or contacts that discussed low-income subsidy (LIS). Low income means 150 percent of the Federal Poverty Level (FPL).
7. Estimated Unduplicated number of English as Second Language Contacts: **720**
   Note: This is the number of unduplicated English Second Language (ESL) where the Medicare beneficiary's Primary Language is not English.

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8. Estimated Number of Enrollment and Enrollment Assistance Contacts: **2,086**
   Note: This is the number of unduplicated enrollment contacts during which one or more qualifying enrollment topics were discussed. This includes all enrollment assistance, not just Part D.

Benchmark of Services Provided:

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

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

II. PERFORMANCE REPORTING

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

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

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

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

III. MATCH REQUIREMENTS

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

IV. PAYMENT SUMMARY

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

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

I. SERVICES TO BE PROVIDED BY CONTRACTOR

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

"Affordable Care Act (ACA) MIPPA" funding is contingent on meeting a minimum percent of the individual PSA's total performance benchmarks in FY **2024-25**. CDA shall evaluate achievement of performance benchmarks for the reporting period ending **June 30, 2025**.

Service:

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

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

Unit of Service Definition & Measurement:

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

Estimated Service Units to be delivered:

Benchmark of 17 Service Units by **June 30, 2025**.

II. PERFORMANCE REPORTING

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

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

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

III. MATCH REQUIREMENTS

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

IV. PAYMENT SUMMARY

The total amount payable by COUNTY to CONTRACTOR for MIPPA Services for the period of July 1, 2024, through **June 30, 2025** shall not exceed **fifty-eight thousand four hundred sixty-three dollars ($58,463)**.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

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

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

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibits C-1, CC-2, CC-3, CC-4, C-5, C-6,** and **C-7**. Only the costs listed in **Exhibits C-1, CC-2, CC-3, CC-4, C-5, C-6,** and **C-7** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibits C-1, CC-2, CC-3, CC-4, C-5, C-6** and **C-7**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov.

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

1.05 Payment in Full:

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

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

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AAA, A-1, AA-2, AA-3, AA-4, AAA-5 and AA-6**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAA, A-1, AA-2, AA-3, AA-4, AAA-5, and AA-6**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

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

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

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

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

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

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

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

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

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

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

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

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

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

IV. NON-DISCRIMINATION

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

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

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

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

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

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- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

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

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

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

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

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

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

VI. CONTRACT ADMINISTRATORS

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

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

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

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

VIII. APPEAL PROCESS

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

Docusign Envelope ID: ECC3EE60-CCE7-4107-9202-0635F04E61CF

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

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

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

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

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

Docusign Envelope ID: ECC3EE60-CCE7-4107-9202-0635F04E61CF

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

SUPPORTIVE SERVICES BUDGET

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

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title IIIB Ombudsman

Funding Source and Federal Catalog #

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

Budget Version

Check one:		
Original		
Revision	X	7/1/2024

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

Certification:

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

Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received: 01/17/2025 TDLC
Completeness and Accuracy	Budget Approved by Fiscal Officer: Araceli Madrid 3/5/2025
Reviewed for Allowable Costs	Budget Approved by Program: T.DeLaCruz, MA III
Required Match of 10.53%	Get-Care Updated by Vendor:
Indirect Cost limit 10%	Get-Care Verified by Fiscal Officer:
	Budget Template Last Updated: 3/27/24 Araceli Madrid

Docusign Envelope ID: ECC3EE60-CCE7-4107-9202-0635F04E61CF

JULY 1, 2024 - JUNE 30, 2025

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Alliance on Aging
Project:	Title IIIB Ombudsman

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	79,838	16,150
Payroll Taxes- ERE	6,108	
Employee Benefits- ERE	7,320	
SUBTOTAL (Personnel Costs):	93,266	16,150
*Travel	2,000	
Training	1,000	
Space	11,776	
Food	250	
Client Support		
Equipment		
Materials and Supplies	500	
Operating Services	18,802	
Indirect Costs	7,815	
Column Totals:	135,409	16,150
	Total Budget:	$ 151,559

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

Docusign Envelope ID: ECC3EE60-CCE7-4107-9202-0635F04E61CF

Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

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

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

	Total Personnel Costs			$ 109,416

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

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SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	-	-	$ -
Contributions (+) Matching	Section F	-	16,150	$ 16,150
AAA Grant Funds		135,409		$ 135,409
Total Funding		$ 135,409	$ 16,150	$ 151,559

SECTION D:

Program Income

	Amount
Total:	$0.00

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

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

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

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SECTION E Schedule of Contributions - Non Matching

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

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

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

SECTION F Schedule of Contributions - Matching

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

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

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

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

See related California Department of Aging matching guidelines.

Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title IIIB Ombudsman								
Original Amount	151,559	0	0	135,409	0	0	16,150	15,959
Fund Increase		0	0	0	0	0	0	0
10.53%	151,559	0	0	135,409	0	0	16,150	15,959
								Difference
Required Match (Original)	151,559	0	0	135,409	0	0	16,150	match OK
Required Match (Amended)	151,559	0	0	135,409	0	0	16,150	match OK

Docusign Envelope ID: ECC3EE60-CCE7-4107-9202-0635F04E61CF

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

SUPPORTIVE SERVICES BUDGET

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

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Title VIIA Ombudsman

Funding Source and Federal Catalog #

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

Budget Version

Check one:		
Original	x	7/1/2024
Revision		

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

Certification:

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

Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received: 01/17/2025 TDLC
Completeness and Accuracy	Budget Approved by Fiscal Officer: Araceli Madrid 3/5/2025
Reviewed for Allowable Costs	Budget Approved by Program: T. De La Cruz, MA III
Required Match of 10.53%	Get-Care Updated by Vendor:
Indirect Cost limit 10%	Get-Care Verified by Fiscal Officer:
	Budget Template Last Updated: 3/27/24 Araceli Madrid

Docusign Envelope ID: ECC3EE60-CCE7-4107-9202-0635F04E61CF

JULY 1, 2024 - JUNE 30, 2025

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Alliance on Aging
Project:	Title VIIA Ombudsman

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	27,387	-
Payroll Taxes- ERE	2,095	
Employee Benefits- ERE	2,800	
SUBTOTAL (Personnel Costs):	32,282	-
*Travel	3,000	
Training		
Space	2,350	
Food		
Client Support		
Equipment		
Materials and Supplies		
Operating Services		
Indirect Costs	3,698	
Column Totals:	41,330	-
	Total Budget:	$ 41,330

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

Docusign Envelope ID: ECC3EE60-CCE7-4107-9202-0635F04E61CF

Alliance on Aging

SECTION B:

SCHEDULE OF PERSONNEL COSTS

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

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

	Total Personnel Costs			$ 32,282

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

Docusign Envelope ID: ECC3EE60-CCE7-4107-9202-0635F04E61CF

SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	-	-	$ -
Contributions (+) Matching	Section F	-	-	$ -
AAA Grant Funds		41,330		$ 41,330
Total Funding		$ 41,330	$ -	$ 41,330

SECTION D:

Program Income

	Amount
Total:	$0.00

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

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

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

Docusign Envelope ID: ECC3EE60-CCE7-4107-9202-0635F04E61CF

SECTION E Schedule of Contributions - Non Matching

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

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

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

SECTION F Schedule of Contributions - Matching

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

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

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

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

See related California Department of Aging matching guidelines.

Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Title VIIA Ombudsman								
Original Amount	41,330	0	0	41,330	0	0	0	4,352
Fund Increase		0	0	0	0	0	0	4,352
10.53%	41,330	0	0	41,330	0	0	0	4,352
								Difference
Required Match (Original)	41,330	0	0	41,330	0	0	0	4,352
Required Match (Amended)	41,330	0	0	41,330	0	0	0	4,352

Docusign Envelope ID: ECC3EE60-CCE7-4107-9202-0635F04E61CF

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

OMBUDSMAN BUDGET

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

Name of Agency: Alliance on Aging

Address of Agency: 247 Main St

Salinas, CA 93901

Project Name: Ombudsman Initiative

Funding Source and Catalog

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

Budget Version

Check one:			
	Original		
	Revision	X	7/1/2024

Certification:

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

Preparer's Signature / Date

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

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

Date Budget Received: 01/17/2025 TDLC
Budget Approved by Fiscal Officer: Araceli Madrid 3/5/2025
Budget Approved by Program: T. De La Cruz, MA III
Get-Care Updated by Vendor:
Get-Care Verified by Fiscal Officer:
Budget Template Last Updated: 3/27/24 Araceli Madrid

Docusign Envelope ID: ECC3EE60-CCE7-4107-9202-0635F04E61CF

Agency Name: Alliance on Aging Ombudsman Initiative

SECTION A:

BUDGET SUMMARY

Categories of Expenses	Public Health L & C Program Fund	State Health Facilities Citation Penalties Account	SNF Quality & Accountability	Total Budget
Personnel	**$ 20,064**	**$ 13,757**	**$ 13,369**	**$ 47,190**
Operating Expenses	**$ 22,637**	**$ 13,679**	**$ 4,079**	**$ 40,395**
Total	**$ 42,701**	**$ 27,436**	**$ 17,448**	**$ 87,585**

Source of Revenue		Public Health L & C Program Fund		State Health Facilities Citation Penalties Account		SNF Quality & Accountability		Total Budget	
		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
AAA Grant		**$ 42,701**		**$ 27,436**		**$ 17,448**		**$ 87,585**	**$ -**
Project Income								**$ -**	$ -
Other Federal Funds	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
Other State Funds	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
County/City Funds	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
Private Grants	*Match*							**$ -**	$ -
	Non-Match							**$ -**	$ -
Net Fundraising	*Match*		$ -		$ -			**$ -**	$ -
	Non-Match							**$ -**	$ -
Totals by match	*Match*	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**	$ -
	Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**	$ -
TOTAL		**$ 42,701**		**$ 27,436**		**$ 17,448**		**$ 87,585**	

Docusign Envelope ID: ECC3EE60-CCE7-4107-9202-0635F04E61CF

JULY 1, 2024 - JUNE 30, 2025

SECTION B:

Alliance on Aging
Ombudsman Initiative
SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program			Program Cost
			Public Health L & C Program Fund	**State Health Facilities Citation Penalties Account**	**SNF Quality & Accountability**	
1	Program Director	$85,280.00	4%	1%	0%	$ 4,264.00
1	Programs Manager	$63,440.00	6%	2%	2%	$ 6,344.00
1	Ombudsman Program Manager	$67,158.00	6%	5%	5%	$ 10,745.00
1	Staff Ombudsman	$45,032.00	5%	5%	5%	$ 6,755.00
1	Staff Ombudsman	$45,760.00	6%	5%	5%	$ 7,322.00
1	Staff Ombudsman	$43,680.00	5%	5%	5%	$ 6,552.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
	Total Salaries	$ 350,350.00	$ 18,428.00	$ 12,203.00	$ 11,350.00	$ 41,981.00
	Payroll Taxes- ERE		$ 1,410.00	$ 934.00	$ 868.00	$ 3,212.00
	Employee Benefits- ERE		$ 226.00	$ 620.00	$ 1,151.00	$ 1,997.00
	Total Paid Staff	**$ 350,350.00**	**$ 20,064.00**	**$ 13,757.00**	**$ 13,369.00**	**$ 47,190.00**

No.	In-Kind: Donated Services	Hourly Wage	% on Program			Program Cost
			Public Health L & C Program Fund	**State Health Facilities Citation Penalties Account**	**SNF Quality & Accountability**	
						$ -
						$ -
						$ -
						$ -
						$ -
	Total In-Kind Staff		**$ -**	**$ -**	**$ -**	**$ -**
	Total Personnel Costs	**$ 350,350**	**$ 20,064**	**$ 13,757**	**$ 13,369**	**$ 47,190**

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

Docusign Envelope ID: ECC3EE60-CCE7-4107-9202-0635F04E61CF

JULY 1, 2024 - JUNE 30, 2025

SECTION C:

Alliance on Aging

Ombudsman Initiative

OPERATING EXPENSES / EQUIPMENT
AND INDIRECT COSTS

OPERATING EXPENSE & EQUIPMENT	Public Health L & C Program Fund		State Health Facilities Citation		SNF Quality & Accountability		Total Budget	
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind
Travel	$ 2,500		$ 1,500				$ 4,000	$ -
Training	$ 2,500		$ 1,500				$ 4,000	$ -
Space	$ 3,500		$ 1,000				$ 4,500	$ -
Food	$ 2,500		$ 1,179				$ 3,679	$ -
Client Support	$ 1,137		$ 1,000				$ 2,137	$ -
Equipment	$ 2,500		$ 2,000				$ 4,500	$ -
Materials and Supplies	$ 1,500		$ 1,500		$ 579		$ 3,579	$ -
Operating Services	$ 3,500		$ 3,000		$ 2,500		$ 9,000	$ -
Indirect Cost 10 % limit of Grant Funding	$ 3,000		$ 1,000		$ 1,000		$ 5,000	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
							$ -	$ -
Total Operating Expenses	22,637	-	13,679	-	4,079	-	40,395	-

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