



EIGHTH-NINTH AMENDMENT

CONTRACT No. 20-27-0048

BETWEEN THE COUNTY OF ORANGE

AND

COUNCIL ON AGING - SOUTHERN CALIFORNIA

**FOR THE PROVISION OF SERVICES FUNDED BY
U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES, ADMINISTRATION FOR
COMMUNITY LIVING GRANTS:**

**CFDA #93.041 / FAIN #2101CAOAEA-01
SPECIAL PROGRAMS FOR THE AGING, TITLE VII,
CHAPTER 3, PROGRAMS FOR PREVENTION OF ELDER ABUSE, NEGLECT, AND
EXPLOITATION,**

**CFDA #93.042 / FAIN #2101CAOAOAOM-01
SPECIAL PROGRAMS FOR THE AGING, TITLE VII, CHAPTER 2,
LONG TERM CARE OMBUDSMAN SERVICES FOR OLDER INDIVIDUALS AND**

**CFDA #93.044 / FAIN #2101CAOASS-01
SPECIAL PROGRAMS FOR THE AGING, TITLE III, PART B, GRANTS
FOR SUPPORTIVE SERVICES AND SENIOR CENTERS:**

ELDER ABUSE PREVENTION AND OMBUDSMAN SERVICES

This Amendment to Contract No. 20-27-0048, hereinafter referred to as "~~Eighth-Ninth~~ Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Council on Aging – Southern California, a California non-profit Corporation, DUNS #053284159, with a place of business at 2 Executive Circle, Suite 175, Irvine, CA 92614, hereinafter referred to as "Subrecipient," with County and Subrecipient sometimes referred to as "Party," or collectively as "Parties."

RECITALS

WHEREAS, County and Subrecipient entered into Contract No. 20-27-0048, hereinafter referred to as "original Contract," for the provision of Elder Abuse Prevention and Ombudsman Services, commencing July 1, 2020 through June 30, 2021 in the amount not to exceed \$1,212,801; and

WHEREAS, on July 31, 2020, the County executed the First Amendment to the original Contract and increased the Contract by the monetary amount of \$51,110, for a new maximum obligation of \$1,263,911, and replaced Attachment A, Scope of Services, with Attachment A-1; and replaced Attachment B, Payment/Compensation, with Attachment B-1; and replaced Attachment C, Budget

Schedule(s), with Attachment C-1; and replaced Attachment D, Staffing Plan, with Attachment D-1; and replaced Attachment F, Federal Award Identification with Attachment F-1; and

WHEREAS, on April 13, 2021, the County authorized the Second Amendment to increase the Contract by the monetary amount of \$131,331, for a new maximum obligation of \$1,395,242, and replaced Attachment A-1, Scope of Services, with Attachment A-2; and replaced Attachment B-1, Payment/Compensation, with Attachment B-2; and replaced Attachment C-1, Budget Schedule(s), with Attachment C-2; and replaced Attachment F-1, Federal Award Identification with Attachment F-2; and

WHEREAS, on May 25, 2021, the County executed the Third Amendment to renew the Contract for an additional one-year period effective July 1, 2021 through June 30, 2022; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of \$1,244,002 under FY 2021-22 for a total cumulative Contract amount of \$2,639,244; and replaced Attachment B-2, Compensation/Payment, with Attachment B-3; and replaced Attachment C-2, Budget, with Attachment C-3; and replaced Attachment D-1, Staffing Plan with Attachment D-2; and replaced Attachment E, Performance Standards, with Attachment E-1; and replaced Attachment F-2, Federal Award Identification with Attachment F-3; and

WHEREAS, on June 22, 2021, the County executed the Fourth Amendment to the original Contract for the period of July 1, 2020 through June 30, 2021; and made a minor modification to the Paragraph 42 of the contract; and replaced Attachment C-3, Budget Schedule, with Attachment C-4; and replaced Attachment D-2, Staffing Plan with Attachment D-3; and

WHEREAS, on July 17, 2021, the County executed the Fifth Amendment to the original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of \$46,117 under FY 2021-22 for a new maximum obligation amount of \$1,290,119; and replaced Attachment A-2, Scope of Services, with Attachment A-3; and replaced Attachment B-3, Compensation/Payment, with Attachment B-4; and replaced Attachment C-4, Budget, with Attachment C-5; and replaced Attachment D-3, Staffing Plan with Attachment D-4; and replaced Attachment E-1, Performance Standards, with Attachment E-2; and replaced Attachment F-3, Federal Award Identification, with Attachment F-4; and

WHEREAS, on October 7, 2021, the County executed the Sixth Amendment to the original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of \$65,752 under FY 2021-22 for a new maximum obligation amount of \$1,355,871; and replaced Attachment B-4, Compensation/Payment, with Attachment B-5; and replaced Attachment C-5, Budget, with Attachment C-6; and

WHEREAS, on February 7, 2022, the County executed the Seventh Amendment to the original Contract effective January 1, 2022; and replaced Attachment C-6, Budget, with Attachment C-7; and replaced attachment D-4, Staffing Plan, with Attachment D-5; and

WHEREAS, on March 25, 2022, the County now desires to amend the executed the Eighth Amendment to original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of \$41,891 under FY 2021-22 for a new maximum obligation amount of \$1,397,762; and replaced Attachment A-3, Scope of Services, with Attachment A-4; and replaced

Attachment B-5, Payment/Compensation, with Attachment B-6; and replaced Attachment C-7, Budget Schedule, with Attachment C-8; and replaced Attachment D-5, Staffing Plan with Attachment D-6; and replaced Attachment F-4, Federal Award Identification, with Attachment F-5; and

WHEREAS, the County now desires to amend the original Contract to renew the Contract for an additional one-year period effective July 1, 2022 through June 30, 2023; and revise Paragraph 2 of the Contract to reflect the new Contract term; and increase the Contract by the monetary amount of \$1,397,762 under FY 2022-23 for a cumulative Contract total amount of \$4,190,766; and make other minor modifications to the Contract; and replace Attachment A-4, Scope of Services, with Attachment A-5; and replace Attachment B-6, Payment/Compensation, with Attachment B-7; and replace Attachment C-8, Budget Schedule, with Attachment C-9; and replace Attachment D-6, Staffing Plan with Attachment D-7; and replace Attachment E-2, Performance Standards, with Attachment E-3; and replace Attachment F-5, Federal Award Identification, with Attachment F-6; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

1. The Contract Term, set forth in paragraph 2 of this Contract, is hereby renewed for the period of July 1, 2022 through June 30, 2023, unless otherwise terminated by the County under the terms of the Contract.

2. The Contract Maximum Obligation, set forth in paragraph 5 of this Contract, is hereby increased during the renewal period of July 1, ~~2021-2022~~ through June 30, ~~2022~~2023, by \$41,891~~1,397,762~~, for a ~~maximum obligation~~cumulative total amount of \$1,397,762~~4,190,766~~.

3. Paragraph 27. News/Information Release of the Contract shall be amended to read as follows:

“27. **Media Contact/News/Information Release:** The Subrecipient agrees that it will not contact the media/press, discuss this Contract or the related program with the media/press, or issue any news releases in connection with either the award of this Contract, any subsequent amendment of, or any effort/performance under this Contract without first obtaining review and written approval of said media/press contact, discussion, and/or news release from the County through the County’s Project Manager.”

4. Paragraph 33. County Branding Requirements of the Contract shall be amended to read as follows:

“33. **County Branding and Funding Source Identification Requirements:**

Publicity, Literature, Advertisement and Social Media

A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County’s name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements,

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displays, or press releases, without County's prior written consent is expressly prohibited and Subrecipient agrees that it shall take no such action.

B. Subrecipient may speak to the media/press, release statements, allow for video or photography, or develop and publish information related to this Contract only where all of the following conditions are satisfied:

1. Project Manager provides its written approval of (1) the oral, written, or other content; and (2) publication or other communication of the content/information, at least five (5) days prior to Subrecipient publishing or communicating the content/information, unless a different timeframe for approval is agreed upon by the Project Manager;

Unless directed otherwise by Project Manager, the communication or statement will include an oral or written statement that the Contract and related program, wholly or in part, is funded through County, State and/or Federal government funds, and identify the specific funding source(s) for the Contract and related program;

All project publicity shall include the following statement: "This project is funded in part through a grant from the California Department of Aging, as allocated by the Orange County Board of Supervisors."

2. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
a. any commercial product or service; and,
b. any product or service provided by Subrecipient, unless approved in writing by Project Manager.

3. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to the Project Manager. Subrecipient shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.

Subrecipient shall not create the false appearance, mistaken impression, or misrepresentation, through an omission or affirmative statement, that this Contract or the program related thereto is created by, funded by, or attributable to any entity, organization, or person other than the County (including its staff and officials) and the actual funding sources for this Contract, unless such information is accurate and complete."

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5. Paragraph 49. D-U-N-S and Related Information of the Contract shall be amended to read as follows:

“49. D-U-N-S Number and Related Information: D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity at <http://www.dnb.com>. The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

Subrecipient shall register its organization at <https://www.SAM.gov> and ensure its status is “active,” and in good standings prior to execution of this Contract. **Upon completion of the registration process at SAM.gov, Subrecipient will be assigned a Unique Entity Identifier number known as UEI (SAM). The UEI (SAM) number will be used by County to ensure that Subrecipient’s registration status is current and remains active during the Contract term. Subrecipient shall obtain and provide its UEI (SAM) number to the County at the County’s request and prior to the execution of this Contract provided the UEI (SAM) number is obtained by Subrecipient using reasonable effort using the UEI (SAM) system.”**

2-6. Attachment A-~~34~~, Scope of Services, shall be replaced with Attachment A-~~45~~.

3-7. Attachment B-~~56~~, Payment/Compensation, shall be replaced with Attachment B-~~67~~.

4-8. Attachment C-~~78~~, Budget Schedule(s), shall be replaced with Attachment C-~~89~~.

5-9. Attachment D-~~56~~, Staffing Plan, shall be replaced with Attachment D-~~67~~.

10. Attachment E-2. Performance Standards, shall be replaced with Attachment E-3.

6-11. Attachment F-~~45~~, Federal Award Identification, shall be replaced with Attachment F-~~56~~.

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Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this ~~Eighth-Ninth~~ Amendment on the dates with their respective signatures:

*Council on Aging – Southern California

By: _____	By: _____
Name: _____ (Print)	Name: _____ (Print)
Title: _____	Title: _____
Dated: _____	Dated: _____

*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a Contract, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____	Dated: _____
Dylan Wright, Director <u>Deputized Purchasing Agent</u>	
OC Community Resources	

-APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By: _____	Dated: _____
<u>DEPUTY COUNTY COUNSEL</u>	

SCOPE OF SERVICES

I. GENERAL REQUIREMENTS

A. Hours of Operation and Schedules

1. Regular Hours of Operation:

Contracted service hours of operation shall be from 8:00 a.m. to 5:00 p.m.; Monday through Friday, excluding County observed holidays.

Hours of Operation	
Monday - Friday	8:00 a.m. – 5:00 p.m.
Saturday and Sunday	closed

2. Holiday Operation Schedules:

Subrecipient must ensure that service delivery of program(s) is available throughout the holiday seasons. Closures are authorized only on County observed holidays. County holidays that fall on a Saturday will be observed on the preceding Friday.

County Observed Holidays	
Independence Day	Christmas Day
Labor Day	New Year’s Day
Columbus Day	Martin Luther King Jr. Day
Veteran’s Day Observed	Lincoln’s Day
Thanksgiving Day	President’s Day
Day after Thanksgiving	Memorial Day

B. Funding Requirements

If Subrecipient receives funds pursuant to this Contract for more than one program, the funds received by Subrecipient for each program shall be expended only for that program, and Subrecipient shall not expend more funds for any program than are set forth in the Attachment C, Budget Schedule(s) for that program.

Subrecipient shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. Subrecipient agrees to submit to Administrator, upon request, a list of persons, including employees, subcontractors and volunteers, who are to provide such services, and any changes to said list, by name, title, professional degree, and experience.

Additional Services. Subrecipient also shall provide the following services to Older Individuals to whom it provides the services described herein in Attachment A with the consent of the Older Individual, or his or her representative, Subrecipient shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the Older Individual, or the household of the Older Individual, in imminent danger. Nothing in this paragraph shall be construed to limit Subrecipient's responsibilities for elder abuse reporting as set forth in this Contract.

Coordination of services. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.

Coordination of resources. Subrecipient shall work collaboratively with County, particularly the Information and Assistance Program (I&A), to ensure that clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

C. Subrecipient's Records

1. Subrecipient shall keep true and accurate accounts, records, financial and statistical books and data, which shall correctly reflect the business transacted by Subrecipient in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County or until an audit has occurred and an audit resolution has been reached. Storage of records in another County will require written approval from the County. Subrecipient shall reimburse County for all costs and expenses incurred by County and/or the State and U. S. government resulting from travel to a location outside of the County to inspect the records.
2. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for three (3) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the three (3) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
3. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

D. Information Integrity and Security

1. Information Assets. Subrecipient shall have in place operational policies, procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) (i.e., public, confidential, sensitive and/or personal information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, Section 5300 to 5365.3; Cal. Gov. Code § 11019.9; DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets. Information assets include (but are not limited to):
 - a) Information collected and/or accessed in the administration of the State programs and services.
 - b) Information stored in any media form, paper or electronic.
2. Encryption on Portable Computing Devices. Subrecipient is required to use 128-Bit encryption for PSCI data that is collected under this Contract and stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).
3. Disclosure.
 - a) Subrecipient shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
 - b) Subrecipient shall protect from unauthorized disclosure, PSCI such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.
 - c) “Personal Identifying information” shall include, but not be limited to name; identifying number; social security number; state driver’s license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
 - d) Subrecipient shall not use the PSCI in Section “iii” above for any purpose other than carrying out Subrecipient’s obligations under this Contract. Subrecipient and its subcontractors are authorized to disclose and access identifying information for this purpose as required by County.

- e) Subrecipient shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any PSCI obtained under the terms of this Contract to anyone other than County or CDA without prior written authorization from County or CDA. Subrecipient may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
 - f) Subrecipient may allow a participant to authorize the release of PSCI to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Subrecipient accept such blanket authorization from any participant.
4. CDA Privacy and Information Security Awareness Training. Subrecipient employees and volunteers handling PSCI must complete and comply with all requirements of the CDA Privacy and Information Security Awareness Training module located at https://aging.ca.gov/Information_security within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee or volunteer's employment and annually thereafter. Subrecipient must maintain certificates of completion on file and provide them to CDA upon request.
 5. Health Insurance Portability and Accountability Act (HIPAA) and Personal, Sensitive and Confidential Information (PSCI). Subrecipient agrees to comply with the privacy and security requirements of HIPAA, (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI).
 6. Security Incident Reporting. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. Subrecipient must comply with CDA's security incident reporting procedures located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.
 7. Security Breach Notifications. Notice must be given by the Subrecipient to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
 8. Software Maintenance. Subrecipient shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.
 9. Electronic Backups. Subrecipient shall ensure that all electronic information is protected by performing regular backups of automated files and databases and ensure the availability of information assets for continued business. Subrecipient shall ensure that all data, files, and backup files are encrypted.

E. Access

Subrecipient shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Subrecipient or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

F. Evaluation and Monitoring

1. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of Subrecipient during the term of this Contract at any time during normal business hours.
2. Evaluating, monitoring and assessing Subrecipient's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate Subrecipient's performance pursuant to this Contract. Said monitoring, assessment and evaluation may include, but is not limited to, audits, inspections of project premises, visits to participant worksites, and interviews of project staff and participants.
3. Subrecipient cooperation. Subrecipient shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and evaluation processes, including making any program and any administrative staff (fiscal, etc.) available at the request of such representatives.
4. Failure to comply. Failure by Subrecipient to meet the conditions necessary for an evaluation will be sufficient grounds for County to withhold and/or delay reimbursement or to terminate this Contract.

G. Procurement

1. Competitive process. Subrecipient acknowledges that the procurement of all supplies, services and equipment pursuant to, and utilizing funds provided by, this Contract involves the expenditure of public funds and that the use of a competitive process open to all interested competitors is necessary to maintain the public trust and to allow all interested persons to compete for business resulting from expenditure of said public funds.
2. Non-profit Subrecipient. If Subrecipient is a non-profit organization, Subrecipient shall comply with standards and guidelines provided in 45 C.F.R., Part 74, in procuring all supplies, equipment, construction and services pursuant to, and/or utilizing funds provided by, this Contract.
3. Local government Subrecipient. If Subrecipient is a local government, Subrecipient shall comply with the directives applicable to procurement by subgrantees set forth

in 45 C.F.R. Part 92.36 in procuring all supplies, services and equipment pursuant to, and/or utilizing funds provided by, this Contract.

4. Deviation. Should Subrecipient wish to deviate from the requirements of this Paragraph F or wish to issue a sub-contract to other than the lowest bidder or competitor, Subrecipient shall submit written justification therefore to Administrator for approval or denial and shall withhold any further action until receipt of written notice of Administrator's approval of said request. The decision of Administrator shall be final.

H. Property

1. Unless otherwise provided for in this Paragraph G, property refers to all assets used in operation of this Contract.
 - a) Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
 - b) Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this contract, which meets any of the following criteria is subject to the reporting requirements:
 - a) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (desktop or laptop setup, is considered a unit, if purchased as a unit), for all equipment purchased prior to July 1, 2020.
 - b) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 for all equipment purchased after June 30, 2020 (desktop or laptop setup, is considered a unit, if purchased as a unit).
 - c) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook, computers, tablets, smartphones and cellphones).
 - d) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
 - e) All new and previously acquired vehicles purchased with CDA funds (all or a portion of) must list the *County of Orange Office on Aging* as lienholder on the title of the vehicles.
 - f) All property reported on the CDA 32 Form prior to July 1, 2020 must continue to be reported until the Subrecipient has obtained approval to dispose from OoA and CDA.
3. Additions, improvements, and betterments to assets meeting all of the conditions in Section B, above, must also be reported. Additions typically involve physical

extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

4. Intangibles are property, which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
5. Subrecipient shall keep track of property purchased with funds from this Contract and submit to County a Property Acquisition Form (CDA 9023), in electronic form, for all property furnished or purchased with funds awarded under the terms of this Contract, as instructed by County or CDA. Subrecipient shall certify their reported property inventory annually with the Closeout by completing the Program Inventory Certification (CDA 9024) to County unless otherwise directed by Administrator.
6. Subrecipient shall record, at a minimum, the following information when property is acquired:
 - a) Date acquired
 - b) Item description (include model number)
 - c) CDA tag number
 - d) Serial number (if applicable)
 - e) Purchase cost or other basis of valuation
 - f) Fund source
7. Disposal of Property:
 - a) Prior to disposal of any property purchased with funds from this Contract or any predecessor Contract, Subrecipient must obtain approval from CDA for reportable property. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Subrecipient shall email to County the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct County on disposition of the property, and County will notify Subrecipient. Once approval for disposal has been received from CDA, and the County has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subrecipient's inventory report.

- b) Subrecipient must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
8. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Subrecipient shall promptly notify OoA.
9. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the Parties.
10. Subrecipient shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subrecipient has complied with all written instructions from County regarding the final disposition of the property.
11. In the event of Subrecipient's dissolution or upon termination of this Contract, Subrecipient shall provide a final property inventory to County. The State reserves the right to require Subrecipient to transfer such property to another entity or to the State.
12. To exercise the above right, no later than 120 days after termination of this Contract or notification of Subrecipient's dissolution, County will issue specific written disposition instructions to Subrecipient.
13. Subrecipient shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Subrecipient shall use it, if needed, and with written approval of County for other purposes in this order:
 - a) Another CDA program providing the same or similar service
 - b) Another CDA-funded program
14. Subrecipient may share use of the property and equipment or allow use by other programs, upon written approval from County. As a condition of the approval, County may require reimbursement under this Contract for its use.
15. Subrecipient shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
16. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

I. Expenditure of Funds

1. Subrecipient shall expend all funds received hereunder in accordance with the Contract.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.
In State:
 - a) Mileage/Per Diem (meals and incidentals)/Lodging – <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
 - b) Out of State - <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting Subrecipient from paying any differences in costs, from funds other than those provided by this Contract, between CalHR rates and any rates Subrecipient is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDA. [SCM 3.17.2.A(4)]

II. General Program Requirements

Subrecipient shall adhere, but not be limited to, the following requirements for all programs:

A. Program

1. Provide and maintain a written personnel manual or handbook that contains policies and procedures consistent with the requirements of the funding source and government laws and regulations.
2. Provide information on available services and resources for elderly clients and/or family caregivers.
3. Assure that all services funded under this Contract are coordinated with other programs and services in the community. The services funded under this Contract should not constitute duplication of services provided by other sources.
4. Work collaboratively with County, particularly the Information and Assistance Program (I&A), to ensure that clients in need of services as provided via the Older Americans Act or Older Californians Act programs are given referrals and assistance with accessing these services.
5. Maintain participant records to prevent data breaching and unauthorized client information disclosure. Ensure all participant records are kept and stored in a confidential manner.

6. Provide bilingual program material and services to the community.
7. Identify and serve the targeted population and outreach to the low-income, at-risk minority population.
8. Provide each older person with an opportunity to voluntarily contribute to the cost of service in a non-coercive manner.
9. Provide a current copy of the Voluntary Contribution Letter as approved by the County. The approved Voluntary Contribution letter should not resemble an invoice.
10. Have written procedures to account for all contributions received and to ensure the protection of participant confidentiality and privacy.
11. Develop applicable program and intake forms that meet CDA requirements and County approval process.
12. Provide written policies and methods of implementation regarding income structure for all programs.
13. Conduct a client satisfaction survey annually. County must approve the survey instrument prior to its use, and all findings from the survey must be used to improve services. The provider must keep the completed surveys and the tabulated results on file. Submit a copy of the tabulated results, along with a summary detailing a plan of action addressing relevant concerns of participants in order to improve program services to County by the end of the third quarter of the fiscal year in which it is conducted.
14. Provide the County with a current and active DUNS Number prior to Contract execution.

B. Elder Abuse

1. Notify appropriate officials when cases of imminent danger including, but not limited to harm, abuse and/or neglect toward older adults and dependent adults are observed or reported.
2. Provide follow-up with the proper authorities for Elder Abuse reporting in order to ensure that all required paper work and report details have been documented and submitted in a timely manner.

C. Staffing and Organization

1. Provide written job descriptions for each staff position. Each job description shall include position title, qualifications to hold the position, duties and responsibilities, lines of communication for supervision and reporting, salary range, and available benefits options.
2. Provide the latest version of each program's organizational chart.
3. Train and update internal staff on current policies and procedures regarding program operation, including procedures for operating all aspects of Older Americans Act programs.
4. Provide written policy governing the use of volunteers, including a concise definition of volunteer responsibilities, recruitment, training and supervision.
5. Maintain time sheets for employees and volunteers.
6. Provide current copies of governing by-laws that contain Board member information, advisory members, committees and meeting schedules as required by the County.
7. Provide a current Board Agenda and Minutes as requested by the County.
8. Ensure that all staff complete CDA's mandatory Privacy and Information Security Awareness Training module located on the CDA website within thirty (30) days of the beginning of their contract with the County. All new provider staff and volunteers are required to complete this training within thirty (30) days of their start date.
9. Maintain certificates on file and provide County with copies of the Privacy and Information Security Awareness Training certificates for all staff who are required to complete the training.
10. Provide a grievance process and policy for older adult and caregiver clients, employees and volunteers.

D. Data Reporting

1. Maintain and adhere to data system software and encrypted portable computer device updates, and interface capability requirements for each computer located within the facility, and as specified in the Contract and required by County.

E. Property/Equipment

1. Provide the County with an inventory list of property purchased with County funds.

2. Comply with all property requirements as specified in the contract and required by County.
3. Develop and maintain policies and procedures for tracking property purchased with program funds.

F. Insurance

1. Provide proof of Insurance coverage based on insurance requirements as indicated and required in the Contract and by County within a timely manner.

G. Emergency Preparedness Practices and Facility Requirements

1. Provide written emergency operation plans on-site
2. Provide the County with a copy of an Emergency Operations Plan.
3. Conduct two (2) fire drills per year and provide copies of the fire drill roster to the County.
4. Ensure that all furniture, appliances and other freestanding objects are secured in the event of an emergency.
5. Provide clearly marked, legible gas and water shut-off valves along with instructions/tools on how to operate the shut-off in cases of emergency.
6. Post an evacuation plan in a highly visible location within the facility.
7. Provide sufficient supplies of food and water for each program participant in cases of emergency.
8. Ensure the health and safety of program participants by monitoring the expiration dates of food and water supplies and replacing when applicable to do so.
9. Ensure that staff are regularly trained and assigned specific responsibilities during emergencies.
10. Keep the most up-to-date inventory on disaster response supplies and equipment.
11. Provide written evidence of annual staff and volunteer emergency procedures training on the provider's Emergency Operations Plan.
12. Provide flashlights, portable radio and batteries for the facility in cases of emergency.
13. Provide and maintain first aid supplies for the facility in cases of emergency.

14. Provide and maintain current inspection tags on all fire extinguishers throughout the facility.
15. Provide current health inspection reports to the County.
16. Ensure that facility exit doors are clearly marked and functional.
17. Ensure that facility walkway paths are free from clutter and obstruction.
18. Ensure that elevator permits are current within each facility, as applicable.
19. Comply with all privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA).

H. Monitoring of Subcontractors

1. Maintain subcontract agreements on file as applicable.
2. Conduct annual comprehensive monitoring of all subcontractors to ensure CDA compliance. Subcontractors shall be monitored within six (6) months of effective date of agreement.
3. Resolve any issues regarding performance with subcontractor within thirty (30) days from completed date of monitoring.
4. Provide the County a copy of the completed monitoring and any applicable resolutions to performance.

III. ELDER ABUSE PREVENTION EXPECTATIONS & REQUIREMENTS

A. Definitions:

1. **Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]
2. **Elder Abuse Prevention, Education and Training** means public education and training of professionals to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). This includes training for Title III-E caregivers.
3. **Elder Abuse Prevention Education Materials** means educational materials and guidance kits distributed for the prevention, detection, assessment, and treatment

of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation).

B. Scope of Services

The Subrecipient shall ensure that the Elder Abuse Prevention program shall do some or all of the following [OAA § 721]:

1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective services program, State and local law enforcement systems, and courts of competent jurisdiction;
4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect and exploitation in the PSA;
5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;
7. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
8. Conduct special and ongoing training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.
9. Provide program information and assistance to the public.
10. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.

IV. LONG-TERM CARE OMBUDSMAN PROGRAM SERVICES EXPECTATIONS & REQUIREMENTS

A. Definitions:

1. **Title III-B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
2. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), hereinafter referred to as residents, regardless of their age, socio-economic status or area of residence. [OAA §§ 102(35), 321(a) (10), 711(6); Welf. & Inst. Code § 9701(b), (e)]
3. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
4. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A)] [45 CFR 1324.1] [Welf. & Inst. Code § 9701(a)]
5. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established by CDA to carry out the State Long-Term Care Ombudsman Program both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of ombudsman services. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]

6. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman serve as a representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
7. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B)] [45 CFR 1324.1] [Welf. & Inst. Code § 9700]
8. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(a)(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]

B. Scope of Services

The Subrecipient shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subrecipient shall make every effort to meet the approved goals and objectives stipulated in Attachment E (Performance Standards) of this contract. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from the Office on Aging. A service unit reduction of greater than 10% requires written approval from OoA.
2. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1324.19(a)(2)] [Welf. & Inst. Code § 9701(a), 9712.5(b)]
3. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1324.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]
4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must act with appropriate consent and support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(a), 1324.19(b)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]

5. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In the absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(iv); 45 CFR 1324.19(b)(2)(iii)]
6. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47 [Welf. & Inst. Code § 15630 et seq.]
7. Develop an ongoing partnership with the Department of Health and Human Services and the Community Care Licensing Division of the Department of Social Services; and ensure that all participating ombudsmen are equipped with the proper resources in reporting or reaching out to these agencies regarding potential code violations.
8. Witness:
 - a) Advance health care directives for residents of skilled nursing facilities [Probate Code 4675]
 - b) Property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and member of their immediate families. [HSC § 1289]
9. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)]
10. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]
11. Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulation, and other governmental policies and actions, that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]
12. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1324.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]

13. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii)] [45 CFR 1324.19(a)(7)]:
 - a) Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
 - b) Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
 - c) Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
 - d) Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]
 - e) Refer other individuals' complaints and concerns regarding the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5 (a)(2)]
14. Conduct training sessions to certify new volunteer/paid ombudsman.
15. Provide program information and assistance to the public.
16. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.
17. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
18. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A); 45 CFR 1324.11(e)(2)(i); Welf. & Inst. Code § 9722(a); 22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a); 22 CCR 8020(b)]
19. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]
20. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names

and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]

21. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(6)(B); 45 CFR 1324.13(c)(3); Welf. & Inst. Code § 9719(a)]
22. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures. [OAA §§ 705(a)(6)(C); 712] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Coder § 9725]
23. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(8); 45 CFR 1324.13(h)(10); Welf. & Inst. Code § 9717(c); Statewide Standards for Legal Assistance in California]
24. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the OoA specific to the Ombudsman Program. [45 CFR 1324.13(f)]
25. The Local Ombudsman Program Coordinator shall provide CDA and OoA with an organizational chart that includes:
 - a. All local staff that are wholly or partly funded by Ombudsman Program resources.
 - b. Their titles/roles within the Program.
 - c. The number of hours per week charged to the Local Ombudsman Program for each position.

[45 CFR 1324.13(b)(c)]
26. The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO

biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]

27. The Local Ombudsman Program Coordinator shall inform OoA/CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues. [45 CFR 1324.13(b), (c)]
28. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 712(a)(3)(D); 45 CFR 1324.19(b)(2)(i); Welf. & Inst. Code §§ 9725; 15633(c)]
29. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from OoA/CDA. [OAA § 712(c); 45 CFR 1324.13(d); Welf. & Inst. Code § 9716(a)]
30. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

C. Reporting Provisions Specific to Title VII Ombudsman

1. Subrecipient must continue maintaining records and documentation to support the charges against federal awards.
2. Subrecipient must document all activities, cases, and complaints in accordance with the National Ombudsman Reporting System (NORS) data collection requirements and that this data is routinely entered in the states' reporting software (ODIN):

Quarter	Reporting Period	Due Date
Quarter 1	October 1 – December 31	January 31
Quarter 2	January 1 – March 31	April 30
Quarter 3	April 1 – June 30	July 31
Quarter 4	July 1 – September 30	October 31

3. The Subrecipient shall take the following actions to enter data into the Internet-based NORS utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.

- Data entry for quarterly NORs reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data may be sent to the corresponding AAA.
- On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the County.

D. Reporting Provisions - General

The Subrecipient shall have written reporting procedures which include:

1. Collection and reporting of program data.
2. Ensuring accuracy of all data.
3. Verification of all data prior to submission to OoA Data Team.
4. Procedures on correcting data errors.
5. A methodology for calculating and reporting:
 - Total estimated unduplicated clients in each non-registered service.
 - Total estimated unduplicated clients in all non-registered services.
 - Total estimated unduplicated clients across all registered and non-registered services.
6. A performance data monitoring process.

E. Transition of Local Ombudsman Services

1. Subrecipient shall notify the State Ombudsman in writing of their intent to terminate Ombudsman services within one (1) working day of notifying the OoA.
2. Subrecipient, upon notifying the State Ombudsman and OoA of termination of Ombudsman services, shall implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:

- Continue the provision of mandated Ombudsman services as a Subcontractor with a provider selected by OoA in response to a Request for Proposal (RFP). OoA shall allow Subrecipient up to one hundred eighty (180) days to transition services to a new Subrecipient.
- Continue the provision of mandated Ombudsman services as a direct service of the Subrecipient. OoA shall allow the Subrecipient up to one hundred eighty (180) days to transition services from the Subrecipient to the OoA.

F. Transition Plan – Ombudsman Services

1. The Subrecipient shall submit a Transition Plan to OoA within fifteen (15) days from the occurrence of any of the following:
 - Subrecipient’s submission of written notice of intent to terminate Ombudsman services with OoA.
 - OoA written notice of intent to terminate Ombudsman services with Subrecipient.
 - The Transition Plan shall be submitted to OoA.
2. The Subrecipient shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
 - Continue the mandated Ombudsman provisions as a direct service, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by Subrecipient and designated by the State Ombudsman to represent the Local Ombudsman Program.
 - Continue mandated Ombudsman provisions as a Subcontractor with a subsequent provider selected by OoA in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.
3. The Transition Plan shall, at a minimum, include the following:
 - Details of how the Subrecipient shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.

- Details of how the Subrecipient shall notify all the impacted facilities and community referral sources of the changes in the parties providing Local Ombudsman services.
 - Details of how the Subrecipient shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
 - A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
 - A description of how resident and their families will be notified about the changes in their Ombudsman services provider.
4. Subrecipient shall implement the Transition Plan as approved by the OoA and the State Ombudsman. The OoA and State Ombudsman will monitor the Subrecipient's progress in carrying out all elements of the Transition Plan.
 5. If the Subrecipient fails to provide and implement the Transition Plan as required above, the Subrecipient agrees to implement a Transition Plan submitted by the OoA and State Ombudsman to the Subrecipient. The Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subrecipient or from a neighboring Local Ombudsman Program.

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$1,397,762 for 12-months (July 1, ~~2021-2022~~ – June 30, ~~2022~~2023) as set forth in Attachment A-4-5 Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENT TERMS:

Invoices are to be submitted in arrears to the user agency/department. An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. In the event cost is disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle. The Subrecipient will reimburse the County for disputed/disallowed monies identified after July 10th in one lump sum.

Program Invoice(s):

OC Community Resources
Attention: Accounts Payable
601 N. Ross St., 6th floor
Santa Ana, CA 92701

3. INVOICING INSTRUCTIONS:

The Subrecipient will provide an invoice on Subrecipient's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include:

- A. Subrecipient's name and address
- B. Subrecipient's remittance address (if different from 1 above)
- C. Subrecipient's Tax ID Number
- D. Name of County Agency Department
- E. County Contract Number
- F. Service date(s) – Month of Service
- G. Delivery Order (DO) / Subordinate Agreement Number
- H. Deliverables / Service description (in accordance with Attachment A)
- I. Subrecipient's Federal I. D. number
- J. Total

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 5, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

4. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the fifteenth (15th) day of each month, showing the prior month's actual expenditures. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by Project Manager. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by Project Manager.
- B. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the 11th month invoice and the 12th month close-out invoice.
- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.

- D. No payments will be made for costs incurred by Subrecipient which are not “allowable costs” applicable to Subrecipient under 45 C.F.R. Part 92.22(b).
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, Project Manager, may withhold payment until such time as Subrecipient comes into compliance.
- F. Any late submission for the July thru April invoices will result in a technical assistance finding during program monitoring.
- G. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the Project Manager, or her designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

5. FULL COMPENSATION

Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder.

6. CLOSE-OUT DEADLINES

- A. The 11th month invoice is due on the 10th of June without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. The 12th month close-out invoice is due on the 10th of July without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- C. Request for budget modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for May and June invoices and will only be allowed at the County’s discretion.
- D. Subrecipient must submit June invoice estimates by the 10th of June. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the May and June invoices will result in a corrective monitoring finding, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.

7. CONTRIBUTIONS

- A. Subrecipient shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract. Subrecipient shall protect the privacy of each such contributor with respect to his or her contribution. No Older Individual shall be denied a service because of unwillingness or inability to contribute towards the cost of said service.
- B. Subrecipient shall keep separate accounts of all contributions for services provided pursuant to this Contract. Subrecipient shall report such contributions monthly to County in the format required by County.
- C. Contributions for services provided pursuant to this Contract shall be added to the funds provided to Subrecipient by County pursuant to this Contract and shall be used for the purposes and in accordance with the terms of this Contract.

8. THIRD-PARTY REVENUE

Subrecipient shall make every reasonable effort to obtain all available reimbursement from third parties (e.g., insurers), for which persons served hereunder may be eligible. All such third-party reimbursements received by Subrecipient shall be reported to County in the format required by County. The amount of such third-party reimbursements shall be deducted from County's maximum obligation hereunder.

9. INTEREST EARNED

- A. If Subrecipient earns interest on funds received pursuant to this Contract, that interest shall be identified as income to the program(s) for which this Contract provides and shall be used and expended only for said program(s). Subrecipient shall maintain in its files full documentation of such interest earnings and expenditures.
- B. If Subrecipient is a nonprofit, it shall maintain any advances of funds or contributions received under this Contract in interest-bearing accounts, unless "a" or "b" below apply:
 - i. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on the funds deposited pursuant to this Contract combined with other federal cash balances, if any, maintained by Subrecipient; or
 - ii. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources Subrecipient expects to receive under this Contract.

BUDGET SCHEDULE

Elder Abuse Prevention and Ombudsman Programs

Title III-B and Title VII-A

1. Subrecipient’s Budget (July 1, ~~2021~~2022 – June 30, ~~2022~~2023):

Elder Abuse Prevention VII-A

Cost Categories	Budgeted Costs
Personnel	\$69,093
Travel and Training	\$0
Equipment	\$0
Consultant/Professional Services	\$2,350
Other Costs	\$21,420
Indirect Costs	\$0
Total Budgeted Costs	\$92,863

Matching Funds – No Match Required	Match Amount
Cash	\$0
In-Kind	\$0
Total Match	\$0

Ombudsman III-B

Cost Categories	Budgeted Costs
Personnel	\$659,179
Travel and Training	\$20,426
Equipment	\$0
Consultant/Professional Services	\$19,800
Other Costs	\$116,732
Indirect Costs	\$0
Total Budgeted Costs	\$816,137

Matching Funds	Match Amount
Cash	\$0
In-Kind	\$11,266
Total Match	\$11,266

Ombudsman VII-A

Cost Categories	Budgeted Costs
Personnel	\$100,476
Travel and Training	\$7,500
Equipment	\$0
Consultant/Professional Services	\$3,000
Other Costs	\$9,273
Indirect Costs	\$0
Total Budgeted Costs	\$120,249

Matching Funds – No Match Required	Match Amount
Cash	\$0
In-Kind	\$0
Total Match	\$0

Ombudsman Special Initiative

Cost Categories	Budgeted Costs
Personnel	\$226,568
Travel and Training	\$7,000
Equipment	\$0
Consultant/Professional Services	\$19,100
Other Costs	\$115,845
Indirect Costs	\$0
Total Budgeted Costs	\$368,513

Matching Funds – No Match Required	Match Amount
Cash	\$0
In-Kind	\$0
Total Match	\$0

**In-Kind Contribution means the value of non-cash contribution donated to support the project or program (e.g., property, service, volunteer hours, etc.).*

- The above Cost Categories is an overview of the actual budget approved by the Office on Aging. Subrecipient shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to Subrecipient from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.
- The *Budget Summary by Funding Source and Revenue Sources* spreadsheet must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The

Subrecipient's *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall include, at a minimum, the following items when reimbursable and applicable under this Contract:

- a) Personnel Costs – annual Full-Time Equivalent (FTE) wage rates and personnel classifications specified for each program.
- b) Fringe Benefits – specified for each program.
- c) Staff Travel - mileage reimbursement, lodging, per diem and other travel costs, specified for each program.
- d) Staff Training – attendance cost for necessary training, specified for each program.
- e) Property/Equipment - detailed descriptions and unit costs, specified for each program.
- f) Supplies - to include items below the \$5,000 equipment threshold, specified for each program.
- g) Consultant/Professional Services – specified for each program.
- h) Food – used in delivering Congregate and Home-Delivered Meals.
- i) Other - Facilities and other ordinary and necessary costs specified for each program.
- j) Indirect Costs.

STAFFING PLAN
Council on Aging Southern California
July 1, ~~2021~~2022 – June 30, ~~2022~~2023

I. Elder Abuse Prevention VII-A

Title	FTE*
Program Director	0.42
Program Coordinator	0.20
CEO	0.01
CFO	0.01
Human Resources Manager	0.01
Accounting Manager	0.01
Marketing Manager	0.01
Accounting Assistant	0.01
Receptionist	0.01
Marketing Coordinator	0.01
TOTAL:	0.70

II. Ombudsman III-B

Title	FTE*
Program Director – LA	0.20
Regional Coordinator – NR	0.20
Regional Coordinator – PB	0.40
Coordinator – JM	0.25
Staff Field Ombudsman (17 Staff)	5.77
Field Service Manager – SW	0.27
Field Service Manager – BN	0.25
Volunteer Support Manager – CG	1.00
Volunteer Recruitment/Retention – AZ	0.75
Data Entry Assistant – ER	0.60
Volunteer Field Ombudsman (55)	3.31
Marketing Coordinator	0.03
CEO/President	0.11
COO	0.11
Controller	0.12
CFO (position eliminated September 2021)	0.12
Human Resources Manager	0.23
Accounting Manager	0.22
Accounting Assistant	0.22
Receptionist	0.22
Marketing Manager (10% to Admin)	0.03
TOTAL:	14.41

III. Ombudsman VII-A

Title	FTE*
Program Director - LA	0.50
Regional Coordinator – NR	0.00
Regional Coordinator – PB	0.00

Coordinator – JM	0.00
Staff Field Ombudsman (17 Staff)	0.22
Field Service Manager – SW	0.00
Field Service Manager – BN	0.00
Volunteer Support Manager – CG	0.00
Volunteer Recruitment/Retention – AZ	0.00
Data Entry Assistant – ER	0.00
CEO	0.03
COO	0.03
Controller	0.03
CFO (position eliminated September 2021)	0.01
Human Resources Manager	0.03
Accounting Manager	0.03
Accounting Assistant	0.05
Receptionist	0.02
Marketing Manager (10% to Admin)	0.01
TOTAL:	0.96

IV. Ombudsman Special Initiative

Title	FTE*
Program Director – LA	0.23
Regional Coordinator – NR	0.20
Regional Coordinator – PB	0.35
Coordinator – JM	0.25
Staff Field Ombudsman (17 Staff)	0.57
Field Service Manager – SW	0.13
Field Service Manager – BN	0.35
Volunteer Support Manager – CG	0.00
Volunteer Recruitment/Retention – AZ	0.00
Data Entry Assistant – ER	0.00
Marketing Coordinator	0.12
CEO	0.05
COO	0.05
Controller	0.05
CFO (position eliminated September 2021)	0.03
Human Resources Manager	0.07
Accounting Manager	0.07
Accounting Assistant	0.07
Receptionist	0.07
Marketing Manager (10% to Admin)	0.03
TOTAL:	2.69

*1.00 FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written pre-approval of the County Project Manager.

The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required.

Assignment of additional key personnel shall be subject to County approval pursuant to Paragraph 13 of the Contract.

**PERFORMANCE STANDARDS
SERVICE UNITS**

AGENCY NAME: COUNCIL ON AGING - SOUTHERN CALIFORNIA				FISCAL YEAR: 2021 <u>2022</u> - 2022 <u>2023</u>
PROGRAM NAME(S): Elder Abuse Prevention, Ombudsman				
CONTRACT #: 20-27-0048				DATE: July 1, 2021 <u>2022</u>
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS	UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Elder Abuse Prevention	25	# of Public Education Sessions	Non-Registered	Public Education Sessions (1 Session): Education sessions for the general public to develop, strengthen, and carry out for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect and exploitation (including financial exploitation).
	18	# of Training Sessions for Professionals		Training Sessions for Professionals (1 Session): Training sessions for professionals (e.g. service providers, nurses, social workers, law enforcement, etc.) to develop, strengthen, and carry out for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect and exploitation (including financial exploitation).
	6	# of Training Sessions for Title III E Caregivers		Training Sessions for Caregivers Served by Title III-E (1 Session): Training sessions for caregivers who are receiving services under Title III E of the Older Americans Act on the identification, prevention, and treatment of elder abuse, neglect, and exploitation (including financial exploitation). The Family Caregiver Support Program (FCSP) is funded through the Older Americans Act Title III-E, and offers services designed to reduce caregiver burden, enable caregivers to remain in the workforce, and prevent, or delay, the need for a higher level of care for the care receiver.
	300	# of Hours Spent Developing System to Respond to EA		Hours Spent Developing a Coordinated System to Respond to Elder Abuse (1 Hour): Number of hours spent developing a coordinated system to respond to elder abuse (including financial exploitation).
	6,000	# of Copies of Educational Materials Distributed		Educational Materials Distributed (1 Product): Educational materials and guidance kits for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation).
	3,500	# of Individuals Reached Through Activities		Individuals Reached Through Activities (1 Individual): Providers must identify the number of individuals served by this program who were reached through any of the activities funded by this program. A count of individuals who were reached by any of the activities funded with EAP resources and documented in the EAP Units of Service categories on this form during the quarter. Include the number of individuals served directly by EAP providers/staff or indirectly through access to targeted, EAP-funded education or training activities or resources.

**PERFORMANCE STANDARDS
SERVICE UNITS**

PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Long-Term Care Ombudsman	70%	# of Complaints Resolved		N/A	<p>Performance Targets and Service Units Baseline Resolution Rate (% of Complaints Resolved): Number of complaints resolved plus Number of partially resolved complaints divided by the Total Number of Complaints Received equals Baseline Resolution Rate percentage.</p>
	921	# of Resident Councils Attended			<p>Work with Resident Councils (# of Resident Councils Attended): LTCO Programs help develop and/or support existing resident councils, by educating both residents and facility administration on the benefit of having one, and/or offering assistance with organization and procedures. It is important for the LTCO Program to treat the resident council as the “go to” place in the facility for addressing community concerns and establishing community connections.</p>
	23	# of Family Councils Attended			<p>Work with Family Councils (# of Family Councils Attended): Family councils are regular meetings run by family and friends of residents with the support of facility staff. The LTCO Program role is to provide support and encouragement, as well as educational information to family members/friends of residents. LTCO Program may also offer assistance in developing good organizational and leadership skills to the family council members.</p>
	2,000	# of Consultation to Facilities			<p>Consultation to Facilities (# of Consultations): Count of instances of ombudsman representatives’ interactions with facility staff for the purpose of providing general information and assistance unrelated to a complaint. Consultation may be accomplished by telephone, letter, email, fax, or in person.</p>
	5,000	# of Information and Consultation Interactions to Individuals			<p>Information and Consultation Interactions to Individuals (# of Interactions): 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. Consultation may be accomplished by: telephone, letter, email, fax, or in person.</p>

**PERFORMANCE STANDARDS
SERVICE UNITS**

PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Long-Term Care Ombudsman	20	# of Community Education Sessions		N/A	<p>Community Education Sessions (# of Sessions): LTCO Program participation in public events planned to provide information or instruction to community members about the LTCO Program or Long-Term-Care issues. The number of sessions refers to the number of events, not the number of participants.</p>
	95%	# of Facility Coverage for SNFs (other than in response to a complaint)			<p>Nursing Facility Coverage (other than in response to a complaint) (% of Coverage): Percentage of nursing facilities within the PSA that were visited by an ombudsman representative at least once each quarter not in response to a complaint. The percentage is determined by dividing the number of nursing facilities in the PSA that were visited at least once each quarter not in response to a complaint by the total number of nursing facilities in the PSA. NOTE: This is not a count of <i>visits</i> but a count of <i>facilities</i>. In determining the number of facilities visited for this measure, no nursing facility can be counted more than once.</p> <p><i>Baseline Resolution Rate: Number of Nursing Facilities visited at least once a quarter not in response to a complaint divided by the total number of Nursing Facilities equals Baseline percentage.</i></p>
	82%	# of Facility Coverage for RCFEs (other than in response to a complaint)			<p>Residential Care Facility for the Elderly (RCFE) Facility Coverage (other than in response to a complaint) (% of Coverage): Percentage of RCFEs within the PSA that were visited by an ombudsman representative at least once each quarter during the fiscal year not in response to a complaint. The percentage is determined by dividing the number of RCFEs in the PSA that were visited at least once each quarter not in response to a complaint by the total number of RCFEs in the PSA. NOTE: This is not a count of <i>visits</i> but a count of <i>facilities</i>. In determining the number of facilities visited for this measure, no RCFE can be counted more than once.</p> <p><i>Baseline Resolution Rate: Number of RCFEs visited at least once a quarter not in response to a complaint divided by the total number of RCFEs = equals Baseline percentage.</i></p>

Attachment F-56

1. Federal Award IdentificationA. **Subrecipient Name:** Council on Aging Southern CaliforniaB. **Subrecipient's ~~Unique Identifier~~ Dun & Bradstreet Number (DUNS):** 053284159C. **Subrecipient's SAM Unique Entity Identifier (UEI):** LL8TLAJBVEF8

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D. **Federal Award Identification Number (FAIN):** 2101CAOAEA-01, 2101CAOAOM-01, and 2101CAOASS-01E. **Federal Award Date:** ~~2021-2022~~-2022-2023F. **Subaward Period of Performance:** July 1, ~~2021-2022~~ to June 30, ~~2022~~2023G. **Total Amount of Federal Funds Obligated by the Action:** \$254,832

CFDA	FAIN	Award Date	Formula Funds	Amount
93.041	2101CAOAEA-01	2021 2022	Title VII-A	\$19,431.50
93.041	2101CAOAEA-01 TBD	2022 2023	Title VII-A	\$19,431.50
93.042	2101CAOAOM-01	2021 2022	Title VII-A	\$60,124.50
93.042	2101CAOAOM-01 TBD	2022 2023	Title VII-A	\$60,124.50
93.044	2101CAOASS-01	2021 2022	Title III-B	\$47,860
93.044	2101CAOASS-01 TBD	2022 2023	Title III-B	\$47,860
TOTAL:				\$254,832

H. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$254,832I. **Total Amount of the Federal Award:** \$254,832**J. Federal Award Project Description:**

- For Title III-B – Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers
- For Title VII-A Programs – Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation; and Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals

K. **Federal Awarding Agency:** U.S. Department of Health and Human Services, Administration for Community LivingL. **Name of Pass Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging

Attachment F-~~56~~

~~L.M.~~ **Contact Information for the Awarding Official:** Ericka Danczak, Director (714) 480-6465, ericka.danczak@occr.ocgov.com

~~M.N.~~ **CFDA Number and Name:** #93.041 Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation; #93.042 Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals; and #93.044 Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers

~~N.O.~~ **Whether Award is R&D:** No

~~O.P.~~ **Indirect Cost Rate for the Federal Award:** 10%