



CONTRACT NO. MA-012-23010312

FOR THE PROVISION OF

OLDER ADULTS RECOVERY AND RESILIENCE (OARR)
LEGAL ASSISTANCE SERVICES

BETWEEN

COUNTY OF ORANGE

AND

COMMUNITY LEGAL AID SOCIAL

Table of Contents

RECITALS	6
General Terms and Conditions:	9
A. Governing Law and Venue:	9
B. Entire Contract:	9
C. Amendments:	9
D. Intentionally left blank	9
E. Delivery:	9
F. Acceptance Payment:	9
G. Warranty:	9
H. Patent/Copyright Materials/Proprietary Infringement:	10
I. Assignment:	10
J. Non-Discrimination:	10
K. Termination:	10
L. Consent to Breach Not Waiver:	11
M. Independent Contractor:	12
N. Performance Warranty:	12
O. Insurance Requirements:	12
P. Changes:	15
Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interest:	15
R. Force Majeure:	16
S. Confidentiality:	16
T. Compliance with Laws:	16
U. Intentionally left blank	16
V. Severability:	16
W. Attorney Fees:	16
X. Interpretation:	17
Y. Employee Eligibility Verification:	17
Z. Indemnification:	17
AA. Audits/Inspections:	17
BB. Contingency of Funds:	18
CC. Expenditure Limit:	18
Additional Terms and Conditions:	19
1. Scope of Contract:	19
2. Term of Contract	19
3. Renewal	19

4.	Contingency of Funds:	19
5.	Headings:	19
6.	Maximum Obligation	19
7.	Amendments – Changes/Extra Work:	19
8.	Cooperative Agreement:	20
9.	Breach of Contract:	20
10.	Conditions Affecting Work:	20
11.	Conflict of Interest – Contractor’s Personnel:	20
12.	Conflict of Interest – County Personnel:	21
13.	Service Contract – Follow-On Work:	21
14.	Project Manager, County:	21
15.	Contractor’s Project Manager and Key Personnel:	21
16.	Contractor Personnel – Reference Checks:	21
17.	Data – Title To:	22
18.	Licenses:	23
19.	Disputes – Contract:	23
20.	EDD Independent Contractor Reporting Requirements:	24
21.	Emergency/Declared Disaster Requirements:	24
22.	Errors and Omissions:	24
23.	Non-Supplantation of Funds:	25
24.	Satisfactory Work:	25
25.	Access and Records:	25
26.	Signature in Counterparts:	26
27.	Reports/Meetings:	26
28.	Subcontracting:	26
29.	Equal Employment Opportunity:	26
30.	Gratuities:	27
31.	Media Contact/News/Information Release:	27
32.	Notices:	27
33.	Ownership of Documents:	28
34.	Precedence:	28
35.	Termination – Orderly:	28
36.	Default – Re-Procurement Costs:	28
37.	County Branding and Funding Source Identification Requirements:	28
38.	Debarment:	30
39.	Lobbying Certification:	30

40.	Fraud:	30
41.	Fiscal Appropriations:	31
42.	Fiscal Accountability:	31
43.	Indirect Costs:	32
44.	Dissolution of Entity:	32
45.	Performance Standards:	32
46.	Payments	35
47.	Budget Schedule:	35
48.	Modification of Budget Schedule:	36
49.	Annual Audit:	36
50.	Audit Requirements:	36
51.	Non-Discrimination and Compliance Provisions:	38
52.	Drug Free Workplace:	39
53.	D-U-N-S Number and Related Information:	40
54.	Modification of Program Components and Service Levels:	40
55.	Complaint Resolution Process and Grievance Procedures for Participants:	41
56.	Sectarian Activities:	41
57.	Policies and Procedures:	41
58.	Sweat-free Code of Conduct:	41
59.	S.W.A.G:	41
60.	Corporate Status:	41
61.	Compliance with Other Laws:	42
62.	Focal Points:	43
63.	Covenant Against Contingent Fees:	43
	Signature Page	45

ATTACHMENTS

- Attachment A - Scope of Services
- Attachment B - Payment/Compensation
- Attachment C - Budget Schedule
- Attachment D - Staffing Plan
- Attachment E - Performance Standards

EXHIBITS

- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Debarment and Suspension Certificate
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – OC Community Resources Contract Reimbursement Policy
- Exhibit 6 - California Civil Rights Laws Certification

Contract No. MA-012-23010312
with
Community Legal Aid SoCal
for
Older Adults Recovery and Resilience (OARR)
Legal Assistance Services

This Contract No. MA-012-23010312 for Older Adults Recovery and Resilience (OARR)/Legal Assistance Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and Community Legal Aid SoCal, a California non-profit Corporation, DUNS #081812315, with a place of business at 2101 North Tustin Avenue, Santa Ana, CA 92705 (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Services
- Attachment B – Payment/Compensation
- Attachment C – Budget Schedule
- Attachment D- Staffing Plan
- Attachment E - Performance Standards
- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Debarment and Suspension Certificate
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – OC Community Resources Contract Reimbursement Policy
- Exhibit 6 - California Civil Rights Laws Certification

RECITALS

WHEREAS, Contractor and County are entering into this Contract for the Older Adults Recovery and Resilience (OARR)/ Legal Assistance Services under a cost reimbursement Contract; and

WHEREAS, County solicited OARR/ Legal Assistance Services as set forth herein, and Contractor represented that it is qualified to provide the OARR/ Legal Assistance Services to the County as further set forth herein; and

WHEREAS, Contractor agrees to provide the OARR/ Legal Assistance Services to the County as further set forth in the Scope of Services, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Contractor agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, Contractor agrees to meet the Performance Standards requirements set forth in attached hereto as Attachment D; and

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or Deputized designee to enter into a Contract for the OARR/Legal Assistance Services with the Contractor to carry out certain program services and activities for the Fiscal Year FY 2022-23.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“Administrator” means the Executive Director, Orange County Office on Aging (“OoA” or “Office on Aging”), the designated Area Agency on Aging for Orange County, or designee thereof.

“Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)

“County’s Contract Administrator” means the Contract Manager who shall administer this Contract as is necessary or reasonable to comply with County policies.

“Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

“DUNS Number” A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity.

“Information & Assistance (I&A)” means the function of the Office on Aging that refers older adults to appropriate service and assistance agencies in Orange County.

“Program Income” means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include voluntary contributions received from a participant or other party for services received, 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, or proceeds from the sale of goods created under a California Department of Aging (“CDA”) grant funds.

“Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

“Recoverable cost” means the state and federal share of the questioned cost.

“Subcontractor” and “subcontractor” means any entity that furnishes to Contractor services or supplies related to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract, including the recitals which are incorporated herein by reference, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Intentionally left blank**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and County Indemnitees as identified in Paragraph Z below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including

the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty, cost, expense or liability of any kind for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract for cause or without cause shall relieve County of all further obligation, cost, expense or liability of any kind.
1. Termination for cause includes, among other things, the County’s termination of the Contract in the event of:
 - i. A violation of the law or failure to comply in a timely manner with any condition of this Contract;
 - ii. Inadequate program performance;
 - iii. Failure to comply with reporting requirements;
 - iv. Evidence that Contractor is in such an unsatisfactory financial condition, as determined by County, as to endanger performance of this Contract, including the loss of other funding sources;
 - v. Delinquency in payment of taxes or the costs of performance of this Contract in the ordinary course of business;

- vi. Appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against Contractor;
- vii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Contractor's assets or income;
- viii. Bankruptcy proceedings of Contractor;
- ix. Finding of debarment or suspension;
- x. Material change in Contractor's organizational structure;
- xi. Any breach of Contract; and
- xii. Any misrepresentation, or fraud on the part of the Contractor.

County may terminate this Contract and be relieved of the payment of any compensation to Contractor.

In the event of such termination, County may proceed with the work for which this Contract provides in any manner deemed proper by County. The cost to County of completing the work for which this Contract provides shall be deducted from any sums due Contractor under this Contract but Contractor shall not be relieved of liability. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Contract by Contractor, and County may withhold any payments to Contractor until such time as the exact amount of damages due County from Contractor is determined.

2. Termination for convenience. County may terminate this Contract, without cause, upon thirty (30) days written notice to Contractor, except County may terminate this Contract for failure of any of the funding contingencies set forth in Paragraph BB, Contingency of Funds, upon ten (10) days written notice to Contractor.
3. Return of funds. Contractor agrees that upon expiration or notice of termination of this Contract or dissolution of Contractor's entity, Contractor shall, immediately upon written demand, return to County all funds paid to Contractor by County, which are not payable for goods or services delivered prior to the termination or expiration of this Contract or the dissolution of Contractor's entity.
4. Cancellation of commitments/termination claim. After receipt of notice of termination, Contractor shall cancel outstanding commitments required by this Contract.
 - i. With respect to the above-cancelled commitments, Contractor agrees to provide, within ten (10) days of a notice of termination, a plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval of Administrator.
 - ii. Contractor shall submit a termination claim to Administrator promptly after receipt of a notice of termination, but in no event later than sixty (60) days from the effective date thereof unless an extension, in writing, is granted by Administrator.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the

other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County. Contractor will be responsible for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a Form 1099 by the County.
- N. Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Requirements:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or

subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and

- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty	\$100,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability and Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interest:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of

interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnitees, any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor, its agents, employees, affiliates or subcontractors, pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's Project Manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon State or Federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or Federal government to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate upon ten (10) days written notice or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County procured the OARR/Legal Assistance Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** This Contract shall commence upon final County execution and continue through December 31, 2023, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. The costs for any renewal periods shall be substantially similar to the initial term of the Contract and continue to be reasonable and necessary for all renewals. In connection with a possible renewal, the County shall have the right to consider Contractor's actual expenditures, the units of service, the current cost policy standards, and changes in program requirements, and Contractor shall, upon the County's request, promptly provide to the County all documentation related to such items.
4. **Contingency of Funds:**
Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the services hereunder in the Budget Schedule approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
5. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
6. **Maximum Obligation:** The total Maximum Obligation of County to the Contractor for the cost of services provided in accordance with this Contract is \$275,000, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment C.
7. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor's concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor will give County written notice no later than ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

8. Cooperative Agreement:

The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract, a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

9. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Paragraph K herein;
- b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

10. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

11. Conflict of Interest – Contractor's Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services

hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

The Contractor shall not use moneys provided under this Contract to pay or reimburse any staff person of Contractor or any consultant to Contractor, if such staff person or consultant is a member of the Board of Directors, or other official governing body, of Contractor. Contractor shall further be subject to the full texts of local, State and federal conflict of interest statutes applicable to this Contract.

12. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
13. **Service Contract – Follow-On Work:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.
14. **Project Manager, County:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.
15. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager, in consultation and agreement with the County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager, in consultation and agreement with the Director, shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

16. **Contractor Personnel – Reference Checks:**

The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as

demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

17. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

A. Copyrights

1. If any material funded by this Contract is subject to copyright, the State of California reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Paragraph 14(B) below.

2. The Contractor may request permission to copyright material by writing to the Director of Office on Aging. The Office on Aging will request permission from the Director of CDA. The County shall use commercially reasonable efforts to secure from the Director of CDA permission, or reason for denying permission to the County in writing within approximately sixty (60) days of receipt of the request, and will inform Contractor after receiving a decision from CDA.

3. If the material is copyrighted with the consent of CDA, the State of California reserves, and Contractor hereby grants to the State of California, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author. Contractor also hereby grants to the County, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State of California and/or County funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Paragraph 14(B)(2) below, produced or resulting from activities supported by this Contract without the express written consent of the Director of Office on Aging. The County shall use commercially reasonable efforts to (1) respond; and (2) if appropriate, secure consent from the Director of CDA, or the reasons for denial, and any conditions under which it is given or denied, within sixty (60) days after the written request is received by County. CDA and/or County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Contract, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract. The term does not include financial reports, or cost analyses and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of the Standard Agreement for Contract Number TV-2122-22-A1 by and between the County and CDA, the State of California may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law.

18. **Licenses:** At its own expense, Contractor and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

19. Disputes – Contract:

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after

receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Paragraph K herein.

20. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm.

21. **Emergency/Declared Disaster Requirements:**

In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

22. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or

documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

23. **Non-Supplantation of Funds:** Contractor shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.
24. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
25. **Access and Records:**

A. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor's activities, books, documents and papers (including computer records and emails) and to records of Contractor's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.

B. Records Retention. All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor's office or place of business for the duration of this Contract and thereafter for four (4) 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 four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

C. Liability. Contractor 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 Contractor's failure to perform under this Contract.

26. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.
27. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
28. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without advance written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the advance written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The Contractor shall select a subcontractor in accordance to Federal and/or State procurement standards. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange. Additional Subcontract expectations identified in Attachment A.

29. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding persons with disabilities persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to disabled persons in employment or in advancement in employment or otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disabilities in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified disabled persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found

in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding persons with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

30. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
31. **Media Contact/News/Information Release:** The Contractor 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 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.
32. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

OC Community Resources
Office on Aging
Project Manager
1300 S. Grand Ave. Bldg. B, 2nd Floor
Santa Ana, CA 92705-4407

OC Community Resources
Contract Development and Management
Contract Administrator
601 N. Ross St., 6th Floor
Santa Ana, CA 92701

For Contractor:

Community Legal Aid SoCal
Kate Marr, Executive Director
2101 N. Tustin Avenue

Santa Ana, CA 92705

33. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
34. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
35. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
36. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or Services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
37. **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, displays, or press releases, without County's prior written consent is expressly prohibited and Contractor agrees that it shall take no such action.
- B. Contractor may speak to the media/press, release statements, allow for video or photography 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 Contractor 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/Federal government funds and identify the specific funding source(s) for the Contract and related program; and

All project publicity shall include the following statement: “This project is funded through a grant from the California Department of Aging, as allocated by the Orange County Board of Supervisors and administered by the Office on Aging.”

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 Contractor, unless approved in writing by Project Manager.
3. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the Project Manager. Contractor 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>.
4. Contractor 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.

Products Developed In Whole Or In Part With Contract Funds

- A. Products developed in whole or in part with Contract funds shall include the following language:
 - i. This product was funded by a contract awarded by CDA and the U.S. Department of Labor’s Employment and Training Administration.
 - ii. The product was created by the Contractor and does not necessarily reflect the official position of CDA and the U.S. Department of Labor.
 - iii. No guarantees, warranties or assurances of any kind, express or implied are made with respect to such information, including any information on linked sites and

including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.

Program Specific Terms and Conditions:

38. Debarment, Suspension, and Other Responsibility Matters: Contractor shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 2 and incorporated herein by this reference, and by so doing declares and certifies to the best of its knowledge and belief, that it and its subcontractors:

- i. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- ii. Have not, within a three-year period preceding this Contract, 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, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- iii. 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 enumerated in paragraph (38)(ii) of this certification.
- iv. Have not, within a three-year period preceding this Contract, had one or more public transactions (federal, State, or local) terminated for cause or default.

39. Lobbying Certification:

- A. Contractor shall execute and abide by the terms of the “Certification Regarding Lobbying,” which is attached hereto as Exhibit 3 and incorporated herein by this reference. Contractor shall complete and immediately forward to the County’s Project Manager the “Disclosure Form to Report Lobbying,” a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if Contractor, or any person, firm or corporation acting on Contractor’s behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this Contract or funds to be received by Contractor pursuant to this Contract.
- B. Contractor agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
- C. Contractor shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).

40. Fraud, Abuse and Criminal Conduct (TEGL 2-12): Contractor shall immediately report to the Project Manager, in writing, all suspected, alleged, or known instances and facts concerning possible fraud, abuse or criminal activity by either Contractor or its Subcontractor(s) under this Contract. In addition, situations involving imminent health or safety concerns, or the imminent loss of funds exceeding an amount larger than \$50,000 (e.g. \$500,000), are considered emergencies and must immediately be reported to OoA by telephone and followed up with a written report, no later than one working day after the telephone report. No action will be taken

against any complainant for disclosing information concerning criminal or improper activities or making a valid complaint to proper authorities. Complainants may remain anonymous.

Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

Contractor shall maintain records, documents, or other evidence of fraud and abuse until otherwise notified by County.

41. **Fiscal Appropriations:** This Contract is subject to and contingent upon available local, state, and/or federal funds and applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated, without penalty to the County.

42. **Fiscal Accountability:**

A. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor's system shall provide fiscal control and accounting procedures that will include the following:

1. Information pertaining to sub-grant and Contract awards, obligations, unobligated balances, assets, expenditures, and income;
2. Effective internal controls to safeguard assets and assure their proper use;
3. A comparison of actual expenditures with budgeted amounts for each sub grant and Contract;
4. Source documentation to support accounting records; and
5. Proper charging of costs and cost allocation.

B. Contractor's Records. Contractor's records shall be sufficient to:

1. Permit preparation of required reports;
2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
3. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.

C. Costs Charged. Cost shall be charged to this Contract only in accordance with the applicable portions of Sections 465-471.5 of the California Business and Professions Code, Title 16, Chapter 36 of California Code of Regulations.

43. **Indirect Costs:** The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

Indirect costs exceeding the maximum ten percent (10%) may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractor must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414]

44. **Dissolution of Entity:** Contractor shall notify County immediately of any intention to discontinue its existence or bring an action for dissolution.
45. **Performance Standards:** Contractor shall comply with and adhere to the performance accountability standards and general program requirements defined in Attachment A and applicable regulations. Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, County shall have the right to unilaterally modify this Contract to meet such requirements.

- A. Accepted professional standards. The performance of work and Services pursuant to this Contract by Contractor and its subcontractor's, if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Contractor shall resolve all issues regarding the performance of Contractor and its subcontractor's, if any, under this Contract using good administrative practices and sound judgment. Contractor shall be accountable to County for the proper use of funds provided to Contractor pursuant to this Contract and for the performance of all work and Services pursuant to this Contract.
- B. Performance of Contractor. Contractor agrees to meet the performance standards listed in Attachment E.

Administrator or Contractor may transfer units of Service from one unit of Service to another unit of Service in Attachment "A" as long as the basic goals and objectives of the program are not altered, and prior written agreement is obtained by Contractor from Administrator. Administrator in its sole discretion may increase units of Service in Attachment E as a result of a contingency cost increase. Administrator in its sole discretion may decrease units of service in Attachment E as a result of a contingency cost decrease. If, at the end of any third, sixth or ninth month, the reported units of service fall

below 95% or above 110% of the contracted levels for Older Americans Act or Older Californians Act programs, County, in its sole discretion, may do any, or more than one, of the following:

- i. If Administrator determines that Contractor's failure to provide the required levels of Service poses an immediate risk to the health or safety of the older adult clients who should benefit from Services provided by Contractor, and that the most effective method of protecting the interests of the older adults is to obtain the Services described herein from another source, County may terminate this Contract immediately in accordance with Paragraph K hereof and pursue all available legal remedies for breach of this Contract, including, but not limited to, the return by Contractor of all funds paid by County to Contractor that were not expended in accordance with this Contract.
- ii. If Administrator determines that Contractor's failure to provide the required levels of service poses an immediate risk to the health or safety of the older adults who should benefit from services provided by Contractor, and that the most effective method of protecting the interests of the older adults is to require full performance by Contractor of its duties hereunder, County may seek such injunctive relief against Contractor as is appropriate and pursue all other available legal remedies for breach of this Contract, including, but not limited to, the return by Contractor of all funds paid by County to Contractor that were not expended in accordance with this Contract.
- iii. If the level of performance falls below the required levels for the California Department of Aging Standard Contract Terms and Conditions or 95% of the level(s) as specified in Attachment(s) A and E, Administrator may unilaterally reduce the funding available to Contractor under this Contract to reflect the level of service actually provided by Contractor, and may unilaterally make concomitant adjustments in the funding amounts set forth in the Budget Schedule Attachment C of this Contract.
- iv. Administrator may demand, and Contractor shall submit upon demand, a corrective action plan that shall include an analysis of the causes of the problem, specific actions to be taken to correct the problem, and a timetable for each such action. The corrective action plan is to be submitted to Administrator within ten (10) days of the request from County and implemented in the required time frame. If Contractor does not carry out the required corrective action within the designated time frame, County shall have the right, in its sole discretion, to take any, or more than one, of the following actions:
 - a. Terminate this Contract pursuant to Paragraph K hereof;
 - b. Discontinue program support until such time as Contractor complies with the corrective action plan;
 - c. Seek appropriate injunctive relief;
 - d. Collect from Contractor all funds paid by County to Contractor that were not expended in accordance with this Contract;
 - e. Collect from Contractor damages for breach of this Contract;
 - f. Reduce the funding available to or hereunder; or
 - g. Pursue any other available legal or equitable remedy against Contractor.

Within five (5) days of demand therefore, Contractor shall repay to County all funds paid by County to Contractor that were not expended in accordance with this Contract.

C. Reporting requirements

- i. Contractor will be required to submit records, statistical information, financial reports, and program information in electronic or paper format as required by the County of Orange OoA.
- ii. Contractor shall retain all collected data for the periods specified in Paragraph 46 of this Contract. County has the right to review this documentation at any time during normal business hours.
- iii. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.
- iv. Contractor is required to collect and report program data to OoA, including if applicable, properly registering every client receiving services under this Contract, in compliance with the data reporting system required by the California Department of Aging.
- v. Data shall be collected by Contractor every time a service is delivered to a registered client. Data shall be reported to OoA monthly, or as designated by Administrator.
- vi. Contractor will also be required to submit to OoA other records, statistical information, financial reports, invoices, and program information in electronic or paper format by the 10th of every month unless otherwise authorized by Administrator.
- vii. If County-provided data collection equipment is provided; Contractor must maintain such equipment in a secure office environment.
- viii. Within 10 days of award of this Contract the Contractor must inform the OoA of the designated primary and one back-up staff member who will be responsible for “a” through “e” below. The Contractor must inform the OoA within 72 hours of any changes to this designation. New designee(s) will comply with systems training as designated by OoA.
 - a. Supervising the collection of, or collecting data from this program;
 - b. Compiling collected data and reconciling it to data collected;
 - c. Recording collected data in a format required by OoA, using an application required by OoA;
 - d. Distributing forms and reports to the responsible person and collecting completed forms; and
 - e. As required, completing all required OoA/CDA forms.
- ix. Computer Interface Capability: Contractor’s computer must meet the minimum hardware/software requirements specified by the vendor that is contracted with the OoA to provide the required CDA reporting data, if required by Administrator. Contractor must also maintain computer hardware/software that is able to send and receive email and attachments from Administrator.
- x. Failure to comply with any portion of the system requirements as herein described violates the instructions and specifications of the California Department of Aging Terms and Conditions as required by the State and County. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.

46. **Payments:**

Contractor agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before December 31, 2023, and that any and all funds remaining as of December 31, 2023 annually, which have not been disbursed shall be returned by Contractor to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Contractor will be reimbursed by County if incurred after December 31, 2023 of each fiscal year.

Upon the effective date of this Contract, County shall make payment to Contractor in accordance with the following payment schedule:

- A. Monthly Payments: Following the first month of services provided, upon receipt and approval by OC Community Resources – OC Community Services of Contractor’s invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Contractor’s invoice so long as the total payments under this Contract do not exceed the Contract maximum obligation.
- B. County Discretion: At the sole discretion of County, payments to Contractor may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Contractor.
- C. Invoices: Contractor shall provide monthly invoices by the 15th day following the month being reported. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Contractor costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation has been received and approved by the County.
- D. Advance Payment: Notwithstanding Paragraphs 42.A and 42.B above, upon written request and justification of an immediate need based upon cash forecasting from Contractor, County may advance to Subrecipient a portion of County’s maximum obligation hereunder. The County’s Project Manager shall reduce the amount of monthly payments in the eighth, ninth, and tenth months by an equal amount of any advance payment to recover any outstanding advance or part(s) thereof.

If Contractor expenditures for any program referenced in this Contract fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Contract, Contractor may be subject to a reduction in funding. No payments will be authorized if any preceding month’s reports or invoices have not been received. Refer to Attachment B, Payment/Compensation for additional information.

47. **Budget Schedule:** Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

48. **Modification of Budget Schedule:** Upon written approval, County shall have the authority to transfer allocated program funds from one category of the overall program Budget to any other category of the overall Budget. No such transfer may be made without the express prior written approval of County. Contractors will be limited to three (3) adjustments per year. Each modification shall be submitted to the Contract Manager no later than 10 days after the end of the first three quarters as necessary. County initiated adjustments do not count towards the three allowed modification each year.

49. **Annual Audit:** Contractor shall arrange for an independent audit to be performed by a Certified Public Accountant, for funds received from County, in accordance with Audit Requirements detailed in Attachment A and which by this reference is incorporated herein and made a part hereof as if fully set forth.

50. Audit Requirements:

- A. Maintenance and retention. Contractor shall, at all times during the term of this Contract, maintain complete records (which shall include, but not be limited to, accounting records, grants, Contracts, agreements, letters of agreement, insurance documentation, memoranda and/or letters of understanding and client records) of its activities and expenditures hereunder in a form satisfactory to the State and County. All such records must be maintained and kept available by Contractor as follows:
 - i. Until three (3) years after final payment under this Contract, or until an audit has occurred and an audit resolution has been reached, whichever is later, unless otherwise authorized in writing by County; or
 - ii. For such longer period, if any, as is required by applicable statute, by any other Paragraph or Section of this Contract or by Paragraphs “B” or “C” below, or for such longer period as the State or County deem necessary.
- B. Termination of Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as set forth in this Paragraph “A” and “C”.
- C. Litigation, claims, etc. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and kept available until three (3) years after every action has been cleared to the satisfaction of County and so stated in writing to Contractor.
- D. Accounting records. Unless otherwise agreed in writing by Administrator, Contractor shall maintain accounting records to account for all funds received under this Contract. Said records shall be separate from the records for any other funds administered by Contractor and shall be kept in accordance with generally accepted accounting principles and procedures. Said records must contain information pertaining to receipt of funds for the program(s) for which this Contract provides, authorization to expend said funds, obligations, unobligated balances, assets, liabilities, outlays or expenditures, program income, contributions, and third-party revenue. Said accounting records must be supported by source documentation (such as cancelled checks, paid bills, payrolls, time and attendance records, Contract and subcontract award documents, etc.), and adequate

source documentation of each transaction shall be maintained relative to the allowability of expenditures under this Contract. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to generally accepted accounting principles and procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.

- E. Financial reporting requirements. Grant funds shall be identified separately. The County requires Contractor to discretely identify State, federal and local grant funding in the Statement of Revenues and Expenditures. In addition, the amounts reported on the Schedule of Revenue and Expenditures shall be displayed by award year beginning July 1st and ending June 30th.
- F. Sub-contract provisions. Contractor shall place in all of its sub-contracts, if any, made pursuant to, and/or utilizing funds provided by, this Contract, provisions requiring the subcontractor: (1) to make available to County, State and federal officials all of its records with respect to the sub-contract at any time during normal business hours for the purpose of auditing, examining or making excerpts of such records and auditing all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by the sub-contract; and (2) to retain books, documents, papers, records and other evidence pertinent to the sub-contract for the period of time specified in this Paragraph “A”, “B”, and “C” above.
- G. Audit.
 - i. If Contractor expends more than \$750,000 in federal funds during the term of this Contract, Contractor shall arrange for an audit to be performed, within one hundred fifty (150) days of the end of Contractor’s fiscal year and in accordance with 2 CFR Part 200, Subpart F, “Audit Requirements of States, Local Governments, and Non-Profit Organizations,” which is incorporated herein by reference. Furthermore, County retains the authority to require Contractor to submit a similarly prepared audit at Contractor’s expense even in instances when Contractor’s expenditure is less than \$750,000.
 - ii. Contractor shall take the following actions in connection with such audit:
 - a. Ensure that appropriate corrective action is taken to correct instances of noncompliance with federal laws and regulations. Corrective action shall be taken within six months after County receives Contractor’s audit report;
 - b. Adjust its own records as necessitated by the audit;
 - c. Permit independent auditors to have access to its records and financial statements as is necessary for County or Contractor to comply with 2 CFR Part 200, Subpart F;
 - d. Submit two copies of its audit reports to County no later than 30 days after completion of the reports;
 - e. Procure audit services in accordance with 2 CFR Part, 215.40 (OMB Circular A-110) procurement standards and provide maximum opportunity for small and minority audit firms;
 - f. Include in Contract(s) with auditor(s) provisions that the auditor(s) will comply with all applicable audit requirements;

- g. Include in its Contract with independent auditors a clause permitting representatives of County or the State to have access to the work papers of the independent auditors;
 - h. Provide to County, the Bureau of State Audits, and their designated representatives, the right to review and to copy all audit reports and any supporting documentation pertaining to the performance of this Contract, and the option to perform audits and/or additional work as needed;
 - i. Cooperate with and participate in any further audits which may be required by County or the State;
 - j. Ensure that its audit addresses all issues contained in any federal OMB Compliance Supplement that applies to its program;
 - k. Ensure that the audit is performed in accordance with Generally Accepted Government Auditing Standards -2 CFR 200.514 and 45 CFR 75.514, is
 - l. performed by an independent auditor, and is organization-wide;
- iii. Ensure that the audit is all-inclusive, i.e., it includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs in accordance with 2 CFR 200.515 and 45 CFR 75.515; If total funds awarded under this Contract equal or exceed \$10,000, Contractor shall be subject to examination and audit, including interviews of its staff, by the County and State of California for a period of three (3) years after final payment under this Contract.
- H. Final financial statement. Within thirty (30) days after termination of this Contract, Contractor shall submit to Administrator a final financial statement detailing all program expenditures and all income received during the term of this Contract or include such a final financial statement with Contractor's final invoice and substantiating reports.

51. Non-Discrimination and Compliance Provisions:

- A. The Contractor shall comply with all state and federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following but not limited to:
- i. Equal Access to State-Funded Benefits, Programs and Activities: Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code §11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]
 - ii. California Civil Rights Laws: Contractor shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Contract.

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and

Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

- iii. Contractor's signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
 - iv. Contractor shall include the nondiscrimination and compliance provisions of this Paragraph 51 "A" in all sub-contracts to perform work under this Contract.
- B. Title VI of Civil Rights Act. Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80](P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which funds are made available under this Contract. Contractor hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.
- C. Title VII of Civil Rights Act. Contractor shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261), and with all applicable rules, regulations and orders promulgated pursuant thereto, as now in existence or as hereafter amended.
- D. Disability discrimination. Contractor shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and all requirements imposed by the applicable regulations and guidelines issued pursuant to those statutes, including 45 CFR, Part 84.
- E. Failure to comply. If Contractor fails to comply with the requirements of any Sub-Paragraphs of this Paragraph 51, Administrator may withhold payment to Contractor and/or terminate this Contract in accordance with Paragraph K.

52. **Standards of Work:** Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to accepted professional standards.

53. **Conflict of Interest:** Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the County and/or State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and State and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit

employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

54. **Staffing:** Contractor shall maintain adequate staff to meet the Contractor's obligations under this Contract. Staff shall be available to the County and CDA for training and meetings which may be necessary from time to time.
55. **Drug Free Workplace:** Contractor shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 1 and incorporated herein by this reference.
56. **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.
57. **Modification of Program Components and Service Levels:** The Parties hereto agree that those program components and service levels detailed in Attachments A, B, C, D, and/or E may be modified upon mutual written agreement of the Director and Contractor so long as the total payments under this Contract are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Attachments A, B, C, D, and/or E then the County shall have the right to unilaterally modify this Contract to meet such requirements.
- A. County may at any time, by written change order to Contractor, make changes within the general scope of this Contract, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions, and Contract term. Such change orders may be made when necessitated by changes in the Orange County Office on Aging operations or performance, the operations or performance of Contractor, or changes in applicable statutes, regulations or State of California or Federal mandates or directives.

Contractor and County shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the Contract. Contractor's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this Contract. Notwithstanding the foregoing, the price of services under this Contract shall not be increased except by written modification of this Contract indicating the new services and price of this Contract if applicable. Until the Parties reach agreement, Contractor shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Contract.

- B. Contractor may request changes in the scope of performance or services under this Contract, by submitting a written request to Project Manager describing the request and its impact on the Scope of Services and Budget Schedule. Project Manager will review the request and respond in writing within ten (10) business days. Project Manager's decision whether to approve the request or request Board of Supervisors' approval shall

be final. County's Contract Administrator may approve a request that meets all of the following criteria:

- i. It does not materially change the terms of this Contract, and
- ii. It is supported by adequate consideration to County.

Board of Supervisors' action is necessary to approve a request from Contractor that does not satisfy all of the criteria listed above.

- 58. Complaint Resolution Process and Grievance Procedures for Participants:** Contractor shall comply with grievance procedures, as defined by the program's funding stream. Contractor shall advise participants of their right to file complaints and of the procedures for resolution of complaints. Contractor shall follow program's procedures for handling complaints which is available from the County's Project Manager for alleging a violation of regulations, grants or other agreements. Any decision of the County, the State or the Federal government relating to the complaint shall be binding on Contractor.

Contractor shall post the entire Notice of the Grievance Procedure Process in a location that is commonly visible for program participants on its website and at its service location(s).

- 59. Sectarian Activities:** Contractor certifies that this Contract does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.

- 60. Policies and Procedures:** Contractor shall monitor its program for compliance with the provisions of this Contract. Contractor shall also comply with all applicable parts of County's Policies and Procedures when applicable.

- 61. Sweat-free Code of Conduct:** All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Contractor from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or County, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under this paragraph.

- 62. S.W.A.G.:** The Contractor and its Subcontractor/Vendors shall comply with Governor's memo dated 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

- 63. Corporate Status:** All corporate Contractors shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State,

Franchise Tax Board, or Internal Revenue service. The corporate Contractor shall maintain the good status standing with the Secretary of State of California throughout the term of this Contract. Any change in corporate status or suspension shall be reported by Contractor immediately in writing to County's Project Manager. If Contractor fails to maintain good standing or has failed to be in good standing at the time of the effective date of this Contract, County, in addition to all remedies available under the law and this Contract, pursuant to Termination provision of this Contract, terminate this Contract for cause.

Contractor, by signing this Contract, does swear under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

64. Compliance with Other Laws:

- A. Laws related to Contract. Contractor and its subcontractors shall administer the program(s) funded by this Contract in accordance with this Contract, and with all applicable local, State and federal laws, regulations, directives, guidelines and/or manuals.
- B. Laws applicable to Contractor's operations. Contractor and its subcontractors shall comply with all federal, State and local laws and regulations pertinent to their operations, including, but not limited to all statutes, ordinances, regulations, directives, guidelines and/or manuals pertaining to discrimination, wages and hours of employment, occupational safety, fire, safety, health and sanitation regulations, directives, guidelines, and/or manuals related to this Contract and resolve all issues using good administrative practices and sound judgement. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
- C. Federal environmental laws. If the amount of compensation Contractor shall receive under this Contract exceeds \$100,000, Contractor and its subcontractors shall comply with all applicable orders or requirements issued under the following laws:
 - i. Clean Air Act as amended (42 U.S.C. 7401)
 - ii. Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)
 - iii. Environmental Protection Agency Regulations (40 CFR 29, Executive Order 11738).
 - iv. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
 - v. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]
- D. State Energy Plan. Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stats. 871).
- E. Withholding. Contractor shall promptly forward payroll taxes, insurances and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

- F. Elder abuse reporting. Contractor shall comply with all applicable requirements pertaining to the reporting of elder and dependent adult abuse, including Welfare and Institutions Code Section 15600 et. seq. Before permitting any of its employees, agents, officers, Contractors, subcontractors or volunteers to provide services supported by this Contract, Contractor shall deliver to them, and obtain their signatures on, the forms described in Welfare and Institutions Code Section 15659, describing the responsibility to report elder and dependent adult abuse. Contractor shall retain the originals of all such signed forms.
- G. Debarment.
- i. Contractor shall not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/State assistance programs.
 - ii. Contractor shall timely execute any and all amendments to this Contract or certificates or other required documentation relating to its subcontractors' debarment/suspension status.
- H. State and local environmental and land use laws.
- i. Contractor shall comply with the California Environmental Quality Act (CEQA) and Section 65402 of the Government Code, as may be required by the land use agency of jurisdiction. Contractor further agrees to provide Administrator proof that Contractor has complied with, and maintains compliance with, all zoning regulations and that Contractor has obtained, and is maintaining in full force and effect, all necessary licenses, permits, certifications, and authorizations to operate said programs at each location, or as may otherwise be approved by Administrator.
 - ii. By signing this Contract, Contractor swears under penalty of perjury that Contractor is not:
 - a. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - b. subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - c. finally determined to be in violation of provisions of federal law relating to air or water pollution.
- I. Failure to comply. If Contractor fails to comply with the requirements of any Sections of this Paragraph 61, Administrator may withhold payment to Contractor and/or terminate this Contract in accordance with Paragraph K.

65. Focal Points: Intentionally left blank.

66. Covenant Against Contingent Fees:

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Contract. There has been no agreement to make commission payments in order to obtain this Contract.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract without liability or at its discretion to deduct from the Contract price or

consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Signature Page

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Contract to be executed.

Community Legal Aid SoCal*

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

*For Contractors 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 Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____

Dated: _____

Deputized Purchasing Agent
OC Community Resources

**APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL**

By: _____

Dated: _____

DEPUTY COUNTY COUNSEL

I. GENERAL REQUIREMENTS

A. Hours of Operation and Schedules

a. Regular Hours of Operation:

Contracted service hours of operation shall be from 9:00 a.m. to 5:00 p.m.; Monday through Friday, excluding County observed holidays; contracted Hotline service hours of operation shall be from 9:00 a.m. to 6:00 p.m. Monday through Thursday and Friday 9:00 a.m. to 12:00 p.m.

Hours of Operation	
Monday - Friday	9:00 a.m. – 5:00 p.m.
Monday – Thursday (Hotline)	9:00 a.m. – 6:00 p.m.
Friday (Hotline)*	9:00 a.m. – 12:00 p.m.
Saturday and Sunday	closed

** CLA SoCal will have a full-time receptionist answering phones between 12-5; their breaks and lunch will be covered by other staff. In the event that a call from a prospective Senior client is routed to voicemail, the receptionist will forward the message to Seniors’ Unit staff for callback; staff will make every effort to call the caller on the same day the call is received.*

b. Holiday Operation Schedules:

Contractor must ensure that service delivery is available throughout the holiday seasons. Office 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 Native American Day	Martin Luther King Jr. Day
Veteran’s Day Observed	Lincoln’s Day
Thanksgiving Day	President’s Day
Day after Thanksgiving	Memorial Day
Cesar Chavez Day (as approved by OCCR/Office on Aging)*	

Attachment A-1

***Contractor may observe Cesar Chavez Day as a holiday; but shall not utilize contract funds for holiday pay to contract staff for that day.**

B. Funding Requirements

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

Contractor 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. Contractor 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. Contractor also shall provide the services listed below to Older Individuals to whom it provides the services described herein Attachment A with the consent of the Older Individual, or his or her representative, Contractor 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 Contractor's responsibilities for elder abuse reporting as set forth in this Contract.

- Coordination of Services. Contractor 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. Contractor shall work collaboratively with OoA, 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. Contractor's Records

1. Contractor shall keep true and accurate accounts, financial and statistical records, data, which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. This includes but are not limited to the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to OoA and CDA. 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

Attachment A-1

occurred and an audit resolution has been reached. Storage of records in another County will require written approval from the County. Contractor 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 Contractor and all documents related to this Contract shall be kept available at Contractor's office or place of business for the duration of this Contract and thereafter for three (3) years after completion of an audit and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit [and Risk Management](#) Branch. 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. If Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in the Contract and returned to OoA or transferred to another Contractor as instructed by OoA.
3. **Liability.** Contractor 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 Contractor's failure to perform under this Contract. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of OoA and/or CDA and is so stated in writing to Contractor.

D. Information Integrity and Security

1. **Information Assets.** Contractor 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) 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 and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include (but are not limited to):

- a) Reports
- b) Notes

Attachment A-1

- c) Forms
 - d) Computer, laptops, cellphones, printers, scanners
 - e) Networks (LAN, WAN, WIFI) servers, switches, routers
 - f) Storage media, hard drives, flash drives, cloud storage
 - g) Data, applications, databases
2. Encryption on Portable Computing Devices. Contractor is required to use 128-Bit encryption for data collected and stored under this Contract that is confidential, sensitive, and/or personal including data and stored on all computing devices (including, but not limited to, workstations, servers, 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) Contractor shall ensure that all personal, sensitive and confidential information 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) Contractor shall protect from unauthorized disclosure confidential, sensitive and/or personal identifying information 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) Contractor shall not use the confidential, sensitive and/or personal identifying information in Section "iii" above for any purpose other than carrying out Contractor's obligations under this Contract. Contractor and its subcontractors are authorized to disclose and access identifying information for this purpose as required by OoA.
 - e) Contractor shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any identifying information obtained under the terms of this Contract to anyone other than County or CDA without prior written authorization from County or CDA. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
 - f) Contractor may allow a participant to authorize the release of information to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

Attachment A-1

4. CDA Privacy and Information Security Awareness Training. Contractor employees and volunteers handling confidential, sensitive and/or personal identifying information must complete and comply with all requirements of the CDA Privacy and Information Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> 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. Contractor must maintain certificates of completion on file and provide them to OoA and/or CDA upon request.
5. Health Insurance Portability and Accountability Act (HIPAA). Contractor agrees to comply with the privacy and security requirements of HIPAA.
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. Contractor must comply with CDA's security incident reporting procedures located at https://www.aging.ca.gov/Information_Security/Security_Incident_Reporting_Procedures/.
7. Security Breach Notifications. Notice must be given by the Contractor to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
8. Software Maintenance. Contractor 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. Contractor 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. Contractor shall ensure that all data, files, and backup files are encrypted.

E. Copyrights and Rights in Data

1. Copy Rights
 - i. If any material funded by this Contract is subject to copyright, the County and/or State reserve the right to copyright such material and the Contractor agrees not to copyright such material.
 - ii. The Contractor may submit written request to copyright material to OoA to be forwarded to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.

Attachment A-1

- iii. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
- iv. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

2. Rights in Data

- i. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Contract without the express written consent of the OoA and/or Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by OoA and forwarded to CDA. OoA and/or CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- ii. As used in this Contract, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
- iii. Subject only to other provisions of this Contract, the OoA/State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Contract.

F. Access

Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Controller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and

Attachment A-1

records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

G. Evaluation and Monitoring

1. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of Contractor during the term of this Contract at any time during normal business hours.
2. Evaluating, monitoring and assessing Contractor's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate Contractor's performance pursuant to this Contract. Said monitoring, assessment and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, visits to participant worksites, and when applicable, inspection of food preparation sites.
3. Contractor cooperation. Contractor 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 Contractor 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.

H. Single Audit Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to OoA.
2. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by OoA.
3. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
4. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the

Attachment A-1

appropriate program name, identifying grant/contract number, and as passed through County and CDA.

I. Procurement

1. Competitive process. Contractor 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 Contractor. If Contractor is a non-profit organization, Contractor 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 Contractor. If Contractor is a local government, Contractor 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 Contractor wish to deviate from the requirements of this Paragraph or wish to issue a sub-contract to other than the lowest bidder or competitor, Contractor 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.

J. Property

1. Unless otherwise provided for in this Paragraph, 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). Prior written approval from the County and CDA is needed for all equipment purchases over \$5,000.

Attachment A-1

- b) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook, computers, tablets, smartphones and cellphones). Prior written approval from the County and CDA is needed for purchase of all computing devices, regardless of cost.
 - c) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives). Prior written approval from the County and CDA is needed for purchase of all portable electronic storage media, regardless of cost.
 - d) 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.
3. Additions, improvements, and betterments to assets meeting all of the conditions in Section 2, 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. Contractor 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. Contractor shall submit and certify their reported property inventory annually to County unless otherwise directed by Administrator.
6. Contractor shall record, at a minimum, the following information when property is acquired:
- a) Date acquired
 - b) Item description (include model number)
 - c) CDA-[issued](#) tag number
 - d) Serial number (if applicable)
 - e) Purchase cost or other basis of valuation
 - f) Fund source
7. Disposal of Property:

Attachment A-1

- a) Prior to disposal of any property purchased with funds from this Contract or any predecessor Contract, Contractor 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. Contractor 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 Contractor. 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 Contractor's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Subrecipient will be liable for repayment of purchase price of equipment if Subrecipient disposes of equipment without prior approval from CDA.
- b) Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
8. Any loss, damage, or theft of equipment shall be investigated, and fully documented, ~~and~~ The Contractor shall promptly notify OoA and shall provide copies of investigative documentation and police reports as requested by OoA/CDA/CDA.
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. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from County regarding the final disposition of the property.
11. In the event of Contractor's dissolution or upon termination of this Contract, Contractor shall provide a final property inventory to County. The State reserves the right to require Contractor 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 Contractor's dissolution, County will issue specific written disposition instructions to Contractor.

Formatted: Underline

Attachment A-1

13. Contractor shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Contractor 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. Contractor 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. Contractor 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.

K. General Regulations

Contractor shall:

1. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), as it applies to this Contract.
2. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [USC 7 – Section 3 of the Defense of Marriage Act].
3. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening

Attachment A-1

individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait List.

4. Nondiscrimination

Shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) from CDA, which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

a. Equal Access to Federally-Funded Benefits, Programs, and Activities

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

b. Equal Access to State-Funded Benefits, Programs, and Activities

Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [2 CCR § 98323]

c. California Civil Rights Laws

Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Contract.

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

d. Contractor assures the OoA and State that is complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

Attachment A-1

- e. Contractor agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Contract.
5. Notice to Eligible Beneficiaries of Contracted Services
- a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
 - b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding OoA's and/or CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
 - c. The Contractor shall notify OoA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]
6. Conflict of Interest
- a. Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of Subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the OoA and/or State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the OoA and/or State and such conflict may constitute grounds for termination of the Contract.
 - b. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.
7. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act. Title III funds may be used for facility construction or repair.

- a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:
 - Copeland "Anti-Kickback" Act. [18 USC 874, 40USC 3145]

Attachment A-1

- Davis-Bacon Act. [40USC 3141 et seq.] [29 CFR 5]
 - Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
- b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by OoA and CDA.
 - c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from OoA and CDA before making any fund or budget transfers between construction and non-construction.

8. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

- a. Clean Air Act, as amended. [42 USC 7401]
- b. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
- c. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- d. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- e. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

L. Expenditure of Funds

1. Contractor 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.
 - 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 Contractor from paying any differences in costs, from funds other than those provided by this Contract, between CalHR rates

Attachment A-1

and any rates Contractor 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)]

The County reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by County and/or CDA to be: out of compliance with this Contract, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

M. Voluntary Contributions

Contractor must assure that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:

1. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.
2. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
3. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
4. Each service provider will:
 - a) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - b) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - c) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
 - d) Establish appropriate procedures to safeguard and account for all contributions.
 - e) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this program.

N. Subcontractor

Contractor shall:

1. Administer this Contract and require any Subcontractors to administer their subcontracts in accordance with this Contract, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Contract and resolve all issues

Attachment A-1

using good administrative practices and sound judgment. Contractor and its Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

2. Require language in all subcontracts to require all Subcontractors to comply with all applicable State and federal laws.
3. Be responsible for carrying out the terms of this Contract, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to OoA and CDA.
4. Require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to program participants, in the delivery of services, or in subcontractors' operations.
5. Require all subcontracts to comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements, as it relates to services rendered.
6. Maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of OoA and/or CDA.
7. Monitor the insurance requirements of its Subcontractors in accordance with this Contract.
8. Conduct annual comprehensive monitoring of all subcontractors to ensure CDA compliance. Subcontractors shall be monitored within six (6) months of effective date of agreement.
9. Resolve any issues regarding performance with subcontractor within thirty (30) days from completed date of monitoring.
10. Provide the County a copy of the completed monitoring and any applicable resolutions to performance.

II. GENERAL PROGRAM REQUIREMENTS

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

A. Program

1. Provide and maintain written 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 Office on Aging's Information and Assistance Call Center (I&A), to ensure that clients in need of services as provided via the Older Americans Act or Older Californians Act programs are provided 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. Contractor shall make every effort to offer bilingual program materials and services under CDA and County funded programs in the threshold languages identified by the County.
7. Identify and serve the targeted population and outreach to the low-income, at-risk minority population.
8. Provide a current copy of the Voluntary Contribution Letter as approved by the County. The approved Voluntary Contribution letter should not resemble an invoice.
9. Develop applicable program and intake forms that meet CDA requirements and submit to the County for review and approval within 30 days of contract execution.
10. Provide written policies and methods of implementation regarding income structure for all programs.
11. Conduct a participant satisfaction survey annually and tabulate results. County will provide survey templates with non-negotiable questions along with a survey results workbook. Additional questions to the survey must be approved prior to its use.

Attachment A-1

The provider must keep the completed surveys and the tabulated results on file. Submit a copy of the completed Participant Satisfaction Survey Results Workbook to OoADataTeam@occr.ocgov.com, along with a summary detailing a plan of action addressing relevant concerns of participants in order to improve program services to County by May 31st of the fiscal year in which it is conducted.

12. Provide the County with a current and active DUNS Number and SAMS Unique Entity Identifier (UEI) prior to Contract execution.

B. Elder Abuse Reporting

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 paperwork and report details have been documented and submitted in a timely manner.
3. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

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, if applicable.
7. Provide a current Board Agenda and Minutes as requested by the County, if applicable.

Attachment A-1

8. Provide a grievance process and policy for older adult and caregiver clients, employees and volunteers. The grievance process and policy shall be posted in the office and visible to the public.

D. 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.

E. 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.

Attachment A-1

14. Provide and maintain current inspection tags on all fire extinguishers throughout the facility.
15. Provide current health inspection reports to the County, if applicable.
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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

III. LEGAL ASSISTANCE SERVICES EXPECTATIONS & REQUIREMENTS

A. Definitions:

1. **Eligible Service Population** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7].
2. **Legal Assistance** (a) means legal advice and representation provided by an attorney to older individuals with economic or social needs; and (b) includes – (i) to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of an attorney; and (ii) counseling or representation by a nonlawyer where permitted by law. See 42 U.S.C. § 3002(33). Direct legal assistance may be provided face-to-face, by telephone, or by electronic communication and includes, but is not limited to, brief services, preparing legal documents and pro se assistance.
3. **Priority Legal Issues** Area Agencies on Aging shall give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination. [OAA 307.11(E)]
4. **Target Populations Specific to Senior Legal Services** are older individuals with the greatest economic and social need, with particular attention to low-income individuals, low-income minority individuals, older individuals residing in rural areas, with limited English proficiency, with severe disabilities (physical and/or mental), isolated because of sexual orientation or gender identity, at risk for institutional placement, or other isolated older individuals. [45 CFR 1321.71 (c)(5)]

B. Language

1. The Contractor shall take reasonable steps, based upon the State Standard Agreement and the County’s language policy, to ensure that “alternative communication services” are available to non-English speaking or Limited English Proficiency (LEP) beneficiaries of services under this Contract. [22 CCR 11162]
2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.

Attachment A-1

- e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. [22 CCR 11162]
 4. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services as determined appropriate by Contractor. [22 CCR 98324]
 5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [22 CCR 98370]
 6. The five threshold languages in the County of Orange are:
 - English
 - Chinese (Traditional)
 - Korean
 - Spanish
 - Vietnamese (pre-1975)

C. Scope of Services

The Contractor shall:

1. Make legal assistance available and accessible, at no cost, throughout the Planning and Service Area to the targeted groups as identified in the Area Plan.
2. Give priority to legal assistance related to the following areas:
 - a. Income
 - b. Health care
 - c. Long-term care
 - d. Nutrition
 - e. Housing
 - f. Utilities
 - g. Protective services
 - h. Defense of guardianship or conservatorship
 - i. Abuse
 - j. Neglect
 - k. Age discrimination

Attachment A-1

3. The Contractor's primary focus shall be the direct representation of older individuals in legal matters.
4. Include in the budget (and/or accompanying documents) the specific techniques to be used to make potential clients aware of the legal assistance that will be provided.
5. All attorneys providing legal assistance must be licensed and in good standing to practice law in the State of California and shall carry malpractice insurance. Legal assistance may be provided by law students or paralegals only under the direct and regular supervision of a licensed attorney.
6. Shall use funds received to maintain and/or increase the level of legal assistance furnished to older individuals. Funds shall not be used to supplant funds from other federal or non-federal sources.
7. Ensure services are provided only to the defined Eligible Service Population.
8. Provide program information and assistance to the public.
9. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.
10. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor 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.
11. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
12. Secure the opportunity for eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
13. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
14. Not require proof of age, citizenship, or disability as a condition of receiving services.

Attachment A-1

15. Provide support and technical assistance to Subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
16. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by OoA and CDA.
17. Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the Local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.
18. Contractor shall assure that its call center staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
19. Assure publication conditions are met. Materials published or transferred by the Contractor and financed with funds under this Contract shall:
 - a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
 - b. give the name of the entity, the address, and telephone number at which the supporting data is available and
 - c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."
20. Adhere to the California Statewide Guidelines for the provision of legal services.
21. Legal Service Providers (hereafter LSPs) will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing a

Attachment A-1

Memorandum of Understanding, which shall address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.

22. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible, and services are appropriate.
23. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
24. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit, or other legal action challenging the performance of the official duties of the Ombudsman.
25. LSPs are to coordinate with the local Legal Service Corporation (LSC) program, if the provider is not an LSC-funded program.
26. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
27. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
28. LSPs are to collect required data elements on legal services provided and report to OoA.

D. Data and Reporting Provisions

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

1. Have written procedures to ensure that all submitted performance data is timely, complete, accurate, and verifiable prior to submission to the County.
 - a) Written procedures shall include but not limited to:
 - a. Participant records are kept and stored in a confidential manner.
 - b. Collection and reporting of program data.
 - c. Accuracy of data.
 - d. Verification of data prior to submission to the County.
 - e. Procedures on correcting data errors.

Attachment A-1

- f. A methodology for calculating and reporting:
 - i. Total estimated unduplicated clients in each non-registered service.
 - ii. Total estimated unduplicated clients in all non-registered services.
 - iii. Total estimated unduplicated clients across all registered and non-registered services.
 - g. Performance data monitoring process.
 - h. Accuracy and authenticity of the number of eligible participants served each day.
2. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations.
 - a) Make every effort to meet the approved goals and objectives stipulated in Attachment E (Performance Standards) of this contract.
 - b) Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from the County.
 3. Maintain and adhere to data system software and encrypted portable computer device updates, and interface capability requirements for each computer located within the facility, as specified in the Contract and required by County.
 4. Ensure data is collected for the unmet need, as requested by CDA and/or County.
 - a) Contractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for:
 - i. Pre-screening individuals to determine eligibility.
 - ii. Managing applicants' placement on and removal from Wait List.
 - iii. Periodically reviewing the eligibility and identified needs of applicants on the Wait List.
 - iv. Assigning priority for enrollment based on Wait List.
 5. Orient and train staff regarding program data collection and reporting requirements. Have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
 6. Establish procedures which ensure the accuracy and authenticity of the number of eligible participants served each day.
 7. Maintain appropriate documentation on each participant.
 8. Maintain participant records to prevent data breaching and unauthorized participant information disclosure. Information about, or obtained from a participant's records, shall be maintained in a confidential manner.

Attachment A-1

9. All fiscal and program data must be reported monthly. All reports are due to County by the 15th day of the month following the month of service, unless otherwise approved by the County.
10. Maintain support files including, but not limited to, invoices, payroll, intake forms, and any other supporting documents to substantiate monthly reports.
11. Maintain records, by month, that support claimed in-kind expenditures.
12. Develop a cost allocation plan that explains the methods used to allocate costs for programs funded by County.
13. Develop, prepare, and submit intake forms for approval by the County within the first thirty (30) days of the start of this Contract via email to the OoADataTeam@occr.ocgov.com for Title III B (with the exception of Title III B Senior Activities and Cash Material Aid), Title III C, and Title III E services.
14. For reports that will be submitted late, send an explanation including the reason(s) for the delay and the estimated date of submission twenty-four (24) hours prior to the due date to the OoADataTeam@occr.ocgov.com.
15. Enter service deliveries, participant counts, and program expenditures into the OoA Data Portal by the 15th day of the month following the month of service, unless otherwise approved by the County for Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program.
16. Verify the accuracy of data submitted to the County by correcting and/or explaining all questionable discrepancies in the quarterly Performance Data Analysis Report within ten (10) days of receiving the report.
17. Reporting provisions specific to Title III B, Title III C, and Title III E services except for Senior Activities, Cash Material Aid, and Legal Assistance.
 - a) Enter new participants and service deliveries into Aging & Disability (A&D).
 - b) Complete participant assessments in A&D within the month of the participants registration date, and complete reassessments quarterly and annually thereafter.
 - c) Entries into A&D shall be made monthly before the 15th day of the month for the previous' months data reporting unless otherwise approved by the County.
 - i. Nutrition education sessions and participant counts are to be reported quarterly.

Attachment A-1

- d) The A&D system will be locked quarterly for data reconciliation as follows:

Quarter	Reporting Period	Lock Date
Quarter 1	July 1 – September 30	October 15 th
Quarter 2	October 1 – December 31	January 15 th
Quarter 3	January 1 – March 31	April 15 th
Quarter 4	April 1 – June 30	July 15 th

- i. For requests to unlock the A&D system, the Contractor shall submit an email to the OoADataTeam@occr.ocgov.com with an explanation including the reason(s) for the unlock request twenty-four (24) hours in advanced.

- e) Have dedicated staff responsible for maintaining the A&D data tracking software, internet service, and the appropriate hardware that can support the program.

18. Reporting provisions specific to Title III B – Legal Services

- a) Complete and submit the Legal Services Quarterly Case and Client files to the OoADataTeam@occr.ocgov.com on the following reporting due dates:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 – September 30	October 15 th
Quarter 2	October 1 – December 31	January 15 th
Quarter 3	January 1 – March 31	April 15 th
Quarter 4	April 1 – June 30	July 15 th

- b) The Legal Services Quarterly Case and Client data workbook shall be supplied to the Contractor by the County.

- c) In addition to the data elements found in Section D, the Contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by OoA and CDA.

E. Transition Plan

Contractor shall submit a transition plan to OoA within fifteen (15) days of delivery of a written Notice of Termination for a service funded either by Title III or Title VII. The transition plan must be approved by the OoA and CDA and shall at a minimum include the following:

Attachment A-1

1. A description of how clients will be notified about the change in their service provider.
2. A plan to communicate with other organizations that can assist in locating alternative services.
3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
4. A plan to evaluate clients in order to assure appropriate placement.
5. A plan to transfer any confidential medical and client records to a new contractor.
6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
9. Additional information as necessary to effect a safe transition of clients to other community service providers.

The Contractor shall implement the transition plan as approved by OoA and CDA. OoA will monitor the Contractor's progress in carrying out all elements of the transition plan.

If Contractor fails to provide and implement a transition plan as required by Attachment A. III. G., the Contractor will implement a transition plan submitted by OoA/CDA to the Contractor following the Notice of Termination.

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Contractor for up to: ~~\$275,000~~275,00 ~~upon final County execution for the term of January 24, 2023 – December 31, 2023~~2023 and \$262,675 for the term of January 1, 2024 – September 30, 2024, as set forth in Attachment A-1 Scope of Services attached hereto and incorporated herein by reference. The Contractor 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 Contractor 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. Contractor 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 Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor 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 Contractor will reimburse the County for disputed/disallowed monies identified after January-October 10, 2024, 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 Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

- A. Contractor's name and address
- B. Contractor's remittance address (if different from 1 above)
- C. Contractor'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. Contractor'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. Contractor shall timely transmit to County all data required pursuant to this Contract. Contractor 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 Contractor 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 Contractor'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. Contractor must resubmit revised invoice(s) within five (5) business days of notification from County, excluding 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 Contractor which are not “allowable costs” applicable to Contractor under 45 C.F.R. Part 92.22(b).
- E. Whenever Contractor is not in compliance with any provision of this Contract, Project Manager, may withhold payment until such time as Contractor comes into compliance.
- F. Total Monthly Costs may exceed one-~~twelfth~~-ninth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Contractor, 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~~-ninth of the Maximum Obligation.

5. BUDGET REVISIONS & BUDGET MODIFICATIONS

- A. **Budget revisions** are changes made in the detailed budget submitted to County. Detailed budgets contain the major cost categories listed in Attachment C (3) of this Contract.
- Budget revisions initiated by Contractor must be limited to no more than two (2) times per program, per Fiscal Year.
- B. **Budget modifications** are changes made to revenues reflected in the detailed budget outside of OoA/CDA funds and match. These revenues include but are not limited to Non-Match Cash, Non-Match In-Kind, and Program Income.
- Budget modifications initiated by Contractor must be limited to no more than three (3) times per program, per Fiscal Year.
- C. All additional budget revision and budget modification requests initiated by Contractor will be denied. Special consideration may be made for extenuating circumstances, but approval is not guaranteed.
- D. Budget revisions and budget modification requests initiated by Contractor must be submitted no later than November 30th 2023 for the January 24, 2023 – December 31, 2023 contract term and August 31, 2024 for the January 1, 2024 – September 30, 2024 contract term of each fiscal year.

6. FULL COMPENSATION

Contractor 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 Contractor of all its duties and obligations hereunder.

7. CLOSE-OUT DEADLINES

- A. The ~~December-September 2023-2024~~ month close-out invoice is due on the ~~15th-10th~~ of ~~January-October~~ 2024 without exceptions. In cases of returned invoices due to errors or Disallowed costs, Contractor must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. Request for budget modifications and/or invoice revisions from the Contractor will be restricted to a minimum for final invoices and will only be allowed at the County's discretion.
- C. Contractor must submit ~~December-September 2023-2024~~ invoice estimates by the 10th of ~~December-September 2023-2024~~. Estimates must be projected based on anticipated actual expenditure.

8. CONTRIBUTIONS

- A. Contractor shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract. Contractor 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. Contractor shall keep separate accounts of all contributions for services provided pursuant to this Contract. Contractor 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 Contractor by County pursuant to this Contract and shall be used for the purposes and in accordance with the terms of this Contract.

9. THIRD-PARTY REVENUE

Contractor 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 Contractor 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.

10. INTEREST EARNED

- A. If Contractor 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). Contractor shall maintain in its files full documentation of such interest earnings and expenditures.

- B. If Contractor 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 Contractor; or
 - ii. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources Contractor expects to receive under this Contract.

BUDGET SCHEDULE

Older Adults Recovery and Resilience (OARR)

1. Subrecipient's Budget:

~~Upon County Execution January 24, 2023 to December-December 31, 2023~~ 2023

OARR: Legal Services

Administrative Costs	\$0
Program Costs	
Personnel (Salaries and Benefits)	\$174,543 <u>174,454</u>
Services and Supplies	\$75,458 <u>75,546</u>
Indirect Costs	\$24,999 <u>25,000</u>
Total Match Funds (Cash and/or In-Kind)	Not Applicable
Total Budgeted Costs	\$275,000 <u>537,675</u> <u>275,000</u>

January 1, 2024 to September 30, 2024

OARR: Legal Services

<u>Administrative Costs</u>	<u>\$0</u>
<u>Program Costs</u>	
<u>Personnel (Salaries and Benefits)</u>	<u>\$162,872</u>
<u>Services and Supplies</u>	<u>\$75,931</u>
<u>Indirect Costs</u>	<u>\$23,872</u>
<u>Total Match Funds (Cash and/or In-Kind)</u>	<u>Not Applicable</u>
<u>Total Budgeted Costs</u>	<u>\$262,675</u>

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

Budgets contained in Attachment C of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors and/or the County – but prior to submission of the first invoice, a detailed budget must be submitted to the Office on Aging office for approval. Budget templates will be provided by the Office on Aging. Invoices shall be submitted based upon these detailed budgets.

Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Revision Request form provided by Contract Administrator. Subrecipient must include a justification narrative specifying the purpose of the request, the amount of said

funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of any Budget/Staffing Revision Request(s) from Contract Administrator prior to implementation by Subrecipient.

2. 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.
3. 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) Other - Facilities and other ordinary and necessary costs specified for each program.
 - i) Indirect Costs.

4. **One-Time Only (OTO) Funds**

- a) OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
- b) Titles III and VII federal Program OTO funds shall only be used for the following purposes:
 - i. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - ii. Home and community-based projects that are approved in advance by OoA and CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

- iii. Innovative pilot projects that are approved in advance by OoA and CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
- iv. OTO funds can be used to maintain or increase baseline services. However, Subrecipient shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance OoA and/or CDA approval.
- v. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

5. **Matching Contributions**

“Matching Contributions” means local cash and/or in-kind contributions made by the Subrecipient, subcontractor, or other local resources that qualify as match for the Contract funding.

- a) Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
- b) Any matching contributions (cash or in-kind) must be verifiable from the records of the Subrecipient and the subcontractor.
- c) Matching contributions must be used for allowable costs in accordance with the OMB cost principles.
- d) Match requirement must be fulfilled by the end of the contract fiscal year.
- e) The required minimum program matching contributions for Title IIIB, not including Ombudsman, and IIIC is ten percent (10%).
- f) The required minimum program matching contributions for Title IIIE is twenty-five percent (25%).
- g) Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
- h) Matching contributions generated in excess of the minimum required are considered overmatch.

6. **Indirect Costs**

- a) The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subrecipient’s Modified Total Direct Costs (MTDC), excluding in-kind contributions

and nonexpendable equipment. Indirect costs shall not exceed 10% of the Subrecipient's MTDC per funding category.

- b) Subrecipients requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
- c) Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purpose of meeting matching requirements in Title III and VII programs only. Subrecipients must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

7. Program Income

Program Income means revenue generated by the Subrecipient and/or its Subcontractor from contract-supported activities. Program Income is:

- Voluntary contributions received from a participant or responsible party as a result of the service(s).
- Income from usage or rental fees of real or personal property acquired with funds provided under this Contract.
- Royalties received on patents and copyrights from contract-supported activities.
- Proceeds from the sale of items fabricated under a contract agreement.

- a) Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- b) Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.
- c) For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds and may reduce the total amount of contract funds payable to the Subrecipient.
- d) Program Income may not be used to meet the matching requirements of this Contract.
- e) Program Income must be used to expand baseline services.

8. Allocation Transfers

- a) Subrecipient shall submit a request to OoA to transfer federal or State funds between Title IIIB, C1, and C2 programs in accordance with federal and State regulations.

- b) Transfer of federal baseline funds is allowable between Titles IIIB and IIIC in accordance with OAA § 308(b)(5)(A) and between Titles IIIC1, and IIIC2 in accordance with OAA § 308(b)(4)(A),
- c) Transfer of State funds is allowable between Title IIIC1 General Fund and Title III C2 General Fund.
- d) Allocation transfers are due to OoA as determined by County/State.

STAFFING PLAN
Community Legal Aid SoCal

I. Older Adults Recovery and Resilience – Legal Services

~~Upon County Execution January 24, 2023 to December December 3131, 20232023~~

Title	FTE*
Directing Attorney – JC	0.03
Supervising Attorney – LL	0.10
Staff Attorney – LL	0.10
Attorney – SS	0.30
Attorney – CH	0.71
Outreach Coordinator – ABK	1.00
TOTAL:	2.14 2.14

January 1, 2024 to September 30, 2024

Title	FTE*
Directing Attorney – JC	0.02
Supervising Attorney – LL	0.07
Attorney – SS	0.24 3
Attorney – CH	0.56
Attorney – KC	0.17
Outreach Coordinator – ABK	0.75 8
TOTAL:	1.82 13

*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.

**PERFORMANCE STANDARDS
SERVICE UNITS**

ATTACHMENT E-1

AGENCY NAME: COMMUNITY LEGAL AID SOCAL				<u>FISCAL-CONTRACT YEAR TERM:</u> <u>2022-23 January 24, 2023 to December 31, 2023</u>	
PROGRAM NAME(S): Legal Assistance (OARR)					
CONTRACT #: MA-012-23010312				DATE: November 2022 2023	
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Legal Assistance	1,727 1,727	# of Legal Assistance Hours	400 400	Non-Registered	Legal Assistance (1 Hour): Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.
	2020	# of Pro Bono Hours	2020	Non-Registered	Pro-Bono (1 Hour): Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract. <i>For Example: A legal provider with 3 full time attorneys will pledge to provide 90 hours of pro bono services if their contract is for a full year (or prorated otherwise).</i>
	2020	# of Community Education Activities	400 400	Non-Registered	Community Education (1 Activity): Educating groups of older persons, their families, friends, and community organizations/facility staff on rights, benefits, entitlements, and health and wellness information for older persons either residing at home or in an institutional setting.
	40 40	# of Outreach Contacts	40 40	Non-Registered	Outreach (1 Contact): 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.

**PERFORMANCE STANDARDS
SERVICE UNITS**

ATTACHMENT E-1

<u>AGENCY NAME: COMMUNITY LEGAL AID SOCAL</u>				<u>CONTRACT TERM:</u> <u>January 1, 2024 to September 30, 2024</u>	
<u>PROGRAM NAME(S): Legal Assistance (OARR)</u>					
<u>CONTRACT #: MA-012-23010312</u>				<u>DATE: November 2023</u>	
<u>PROGRAM SERVICE</u>	<u>NUMBER OF ANNUAL SERVICE UNITS</u>		<u>UNDUPLICATED PERSONS SERVED</u>	<u>SERVICE CATEGORY</u>	<u>DESCRIPTION OF SERVICE UNITS</u>
<u>Legal Assistance</u>	<u>1,500</u>	<u># of Legal Assistance Hours</u>	<u>400</u>	<u>Non-Registered</u>	<u>Legal Assistance (1 Hour):</u> Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.
	<u>20</u>	<u># of Pro Bono Hours</u>	<u>20</u>	<u>Non-Registered</u>	<u>Pro-Bono (1 Hour):</u> Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract. <i>For Example: A legal provider with 3 full time attorneys will pledge to provide 90 hours of pro bono services if their contract is for a full year (or prorated otherwise).</i>
	<u>25</u>	<u># of Community Education Activities</u>	<u>1,500</u>	<u>Non-Registered</u>	<u>Community Education (1 Activity):</u> Educating groups of older persons, their families, friends, and community organizations/facility staff on rights, benefits, entitlements, and health and wellness information for older persons either residing at home or in an institutional setting.
	<u>40</u>	<u># of Outreach Contacts</u>	<u>40</u>	<u>Non-Registered</u>	<u>Outreach (1 Contact):</u> 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.