



**AMENDMENT NUMBER TWO
CONTRACT MA-012-23010312
BETWEEN THE COUNTY OF ORANGE
AND
COMMUNITY LEGAL AID SOCAL**

**FOR OLDER ADULTS RECOVERY AND RESILIENCE (OARR)
LEGAL ASSISTANCE SERVICES**

This Amendment to Contract MA-012-23010312, hereinafter referred to as “Amendment Number Two” is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and 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 “Subrecipient,” with County and Subrecipient sometimes referred to as “Party,” or collectively as “Parties.”

RECITALS

WHEREAS, County and Subrecipient entered into Contract MA-012-23010312, hereinafter referred to as “original Contract,” for the provision of Legal Assistance Services, commencing January 24, 2023 through December 31, 2023, in the amount not to exceed \$275,000; and

WHEREAS, on June 28, 2023, Parties executed Amendment Number One to replace Attachment C – Budget Schedule and Attachment D-Staffing Plan; and

WHEREAS, County now desires to renew Contract effective January 1, 2024, through September 30, 2024; increase Contract amount by \$262,675, for a new cumulative not to exceed Contract amount of \$537,675; update some Definitions; make modifications to Paragraph 46 and Paragraph 49; replace Attachment A – Scope of Services; replace Attachment B - Payment Compensation; replace Attachment C-1, Budget Schedule; replace Attachment D-1, Staffing Plan; replace Attachment E – Performance Standards; and

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

1. Contract is renewed effective January 1, 2024, through September 30, 2024, with a new cumulative Contract not to exceed amount of \$537,675.
2. Some Definitions will be amended to read as follows:

“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 200.1 and 45 CFR 75.2)

“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 200.1 and 45 CFR 75.2)

“Recoverable cost” means the questioned cost identified from an audit.

"Subcontract" means any form of legal agreement between County and the Subcontractor, including an agreement that the County or Subcontractor would consider to be a contract, including vendor type agreements for providing good or services under this Contract.

"Subcontractor" and "subcontractor" means the legal entity that receives funds from County to carry out any part of a federal award identified in this Contract.

"UEI" means the Unique Entity ID- a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID Attachment

3. Paragraph 46 - Audit Requirements, Section D of the Original Contract is hereby deleted and replaced with the following:

Accounting records. Unless otherwise agreed in writing by Administrator, Subrecipient 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 Subrecipient 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. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit cards statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of Subrecipient 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.

4. Paragraph 49 – D-U-N-S Number and Related Information of the Original Contract is hereby deleted and replaced with the following:

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. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>.

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

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

UEI Number and Related Information

The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this Contract. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.

The Subrecipient must register the UEI number and maintain an “Active” status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>

If County cannot access or verify “Active” status the Subrecipient’s UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Subrecipient’s data entry for its UEI number, the Subrecipient must immediately update the information as required.

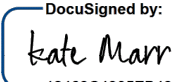
5. Attachment A – Scope of Services, is hereby replaced with Attachment A-1
6. Attachment B – Payment Compensation, is hereby replaced with Attachment B-1.
7. Attachment C-1, Budget Schedule, is hereby replaced with Attachment C-2.
8. Attachment D-1, Staffing Plan, is hereby replaced with Attachment D-2.
9. Attachment E – Performance Standards, is hereby replaced with Attachment E-1

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number Two on the dates with their respective signatures:

*COMMUNITY LEGAL AID SOCAL

By: 
13469C4905EB49A...

By: _____

Name: Kate Marr
(Print)

Name: _____
(Print)

Title: Executive Director

Title: _____

Dated: 10/6/2023

Dated: _____

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

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


COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____
Deputized Purchasing Agent
OC Community Resources

Dated: _____

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

By: 
74000D32EE65457...
DEPUTY COUNTY COUNSEL

Dated: 10/5/2023

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
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)*	

**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.

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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 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

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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
 - 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.

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- 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.
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.

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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.
- 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

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State representatives to any books, documents, papers, and 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 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

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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.
 - 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

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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:
 - 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. The Contractor shall promptly notify OoA and shall provide copies of investigative documentation and police reports as requested by OoA/CDA.

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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.
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 county 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.

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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 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

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disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

- 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]
 - 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]

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- 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 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.

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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 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.

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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.

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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. 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.

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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.
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.

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

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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.
 - 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]

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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
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.

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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.
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".

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- 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 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.
 - f. A methodology for calculating and reporting:

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- 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.
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.

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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.
- Enter new participants and service deliveries into Aging & Disability (A&D).
 - Complete participant assessments in A&D within the month of the participants registration date, and complete reassessments quarterly and annually thereafter.
 - 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.
 - Nutrition education sessions and participant counts are to be reported quarterly.
 - 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

- 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.
- 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

- 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

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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:

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.

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PAYMENT/COMPENSATION**1. COMPENSATION:**

This is a cost reimbursement Contract between the County and the Contractor for up to: \$275,00 for the term of January 24, 2023 – December 31, 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 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

Attachment B-1

- 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-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-ninth of the Maximum Obligation.

Attachment B-1

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 30, 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.

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 September 2024 close-out invoice is due on the 10th of 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 September 2024 invoice estimates by the 10th of September 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.

Attachment B-1

- 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:

January 24, 2023, to December 31, 2023

OARR: Legal Services

Administrative Costs	\$0
Program Costs	
Personnel (Salaries and Benefits)	\$174,454
Services and Supplies	\$75,546
Indirect Costs	\$25,000
Total Match Funds (Cash and/or In-Kind)	Not Applicable
Total Budgeted Costs	\$275,000

January 1, 2024, to September 30, 2024

OARR: Legal Services

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

**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-2 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*

Attachment C-2

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.

Attachment C-2

- 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.

Attachment C-2

- 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.

Attachment D-2

STAFFING PLAN
Community Legal Aid SoCal

I. Older Adults Recovery and Resilience – Legal Services

January 24, 2023, to December 31, 2023

Title	FTE*
Directing Attorney – JC	0.03
Supervising Attorney – LL	0.10
Attorney – SS	0.30
Attorney – CH	0.71
Outreach Coordinator – ABK	1.00
TOTAL:	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
Attorney – CH	0.56
Attorney – KC	0.17
Outreach Coordinator – ABK	0.75
TOTAL:	1.81

*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				CONTRACT TERM: January 24, 2023, to December 31, 2023	
PROGRAM NAME(S): Legal Assistance (OARR)					
CONTRACT #: MA-012-23010312				DATE: November 2023	
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Legal Assistance	1,727	# of Legal Assistance Hours	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.
	20	# of Pro Bono Hours	20	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>
	20	# of Community Education Activities	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	# of Outreach Contacts	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

AGENCY NAME: COMMUNITY LEGAL AID SOCAL				CONTRACT TERM: January 1, 2024, to September 30, 2024	
PROGRAM NAME(S): Legal Assistance (OARR)					
CONTRACT #: MA-012-23010312				DATE: November 2023	
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Legal Assistance	1,500	# of Legal Assistance Hours	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.
	20	# of Pro Bono Hours	20	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>
	25	# of Community Education Activities	1,500	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	# of Outreach Contacts	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.