

**FIRST-SECOND AMENDMENT****CONTRACT No. 20-27-0045****BETWEEN THE COUNTY OF ORANGE****AND****COMMUNITY LEGAL AID SOCAL**

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

**CFDA #93.044 / FAIN #1901CAOASS-01 and 2001CAOASS-01  
SPECIAL PROGRAMS FOR THE AGING, TITLE III, PART B, GRANTS  
FOR SUPPORTIVE SERVICES AND SENIOR CENTERS:**

**LEGAL ASSISTANCE SERVICES**

This Amendment to Contract No. 20-27-0045, hereinafter referred to as "First-Second Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and 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 No. 20-27-0045, hereinafter referred to as "original Contract," for the provision of Legal Assistance Services, commencing July 1, 2020 through June 30, 2021 in the amount not to exceed \$336,033; and

**WHEREAS**, on June 22, 2020, the County executed the First Amendment to the County now desires to amend the original Contract to and decreased the Contract by the monetary amount of \$48,753, for a new maximum obligation of \$287,280 and replaced Attachment A, Scope of Services, with Attachment A-1; and replaced Attachment B, Payment/Compensation, with Attachment B-1; and replaced Attachment C, Budget Schedule(s), with Attachment C-1; and replaced Attachment D, Staffing Plan with Attachment D-1; and replaced Attachment E, Performance Standards with Attachment E-1; and replaced Attachment F, Federal Award Identification with Attachment F-1; and

**WHEREAS**, the County now desires to amend the original Contract to increase the Contract by the monetary amount of \$43,428, for a new maximum obligation of \$330,708 and replace Attachment A-1, Scope of Services, with Attachment A-2; and replace Attachment B-1, Payment/Compensation, with

Attachment B-2; and replace Attachment C-1, Budget Schedule(s), with Attachment C-2; and replace Attachment D-1, Staffing Plan with Attachment D-2; and replace Attachment F-1, Federal Award Identification with Attachment F-2; and

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

1. The CFDA/FAIN table on the cover page of the Contract shall be replaced with the following table:

<u>CFDA#</u>	<u>FAIN#</u>	<u>PROGRAM/SERVICE TITLE</u>	<u>FUNDING AGENCY</u>
<u>93.044</u>	<u>1901CAOASS-01 and 2001CAOASS- 00</u>	<u>Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers</u>	<u>U.S. Dept. of Health and Human Services, Administration for Community Living</u>

- ~~1.2.~~ 2. The Contract shall be amended to ~~decrease~~increase the monetary limit in the amount of ~~\$48,75343,428~~, for a new maximum obligation of ~~\$287,280330,708~~.
- ~~2.3.~~ 3. Attachment A-~~1~~, Scope of Services, shall be replaced with Attachment A-~~1~~2.
- ~~3.4.~~ 4. Attachment B-~~1~~, Payment/Compensation, shall be replaced with Attachment B-~~1~~2.
- ~~4.5.~~ 5. Attachment C-~~1~~, Budget Schedule(s), shall be replaced with Attachment C-~~1~~2.
- ~~5.6.~~ 6. Attachment D-~~1~~, Staffing Plan, shall be replaced with Attachment D-~~1~~2.
- ~~6.~~ 7. ~~Attachment E, Performance Standards, shall be replaced with Attachment E-1.~~
7. Attachment F-~~1~~, Federal Award Identification, shall be replaced with Attachment F-~~1~~2.

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 WAS INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the Parties hereto have executed this ~~First~~Second Amendment on the dates with their respective signatures:

\*Community Legal Aid SoCal

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

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

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**COUNTY OF ORANGE**  
A Political Subdivision of the State of California

By: \_\_\_\_\_  
Dylan Wright, Director  
OC Community Resources

Dated: \_\_\_\_\_

**-APPROVED AS TO FORM**  
**DEPUTY COUNTY COUNSEL**

By: \_\_\_\_\_  
DEPUTY COUNTY COUNSEL

Dated: \_\_\_\_\_

**SCOPE OF SERVICES****I. GENERAL REQUIREMENTS****A. Hours of Operation and Schedules****1. Regular Hours of Operation:**

Contracted service hours of operation shall be from 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 5:00 p.m.

<b>Hours of Operation</b>	
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. – 5:00 p.m.
Saturday and Sunday	closed

**2. Holiday Operation Schedules:**

Subrecipient must ensure that service delivery of program(s) is available throughout the holiday seasons. Closures are authorized only on County observed holidays.

<b>County Observed Holidays</b>	
Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr. Day
Veteran's Day Observed	Lincoln's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day
Cesar Chavez Day <u>(as approved by OCCR/Office on Aging)</u>	

## **B. Funding Requirements**

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

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

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

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

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

## **C. Subrecipient's Records**

1. Subrecipient shall keep true and accurate accounts, records, books and data, which shall correctly reflect the business transacted by Subrecipient in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County or until an audit has occurred and an audit resolution has been reached. Storage of records in another County will require written approval from the County. Subrecipient shall reimburse County for all costs and expenses incurred by County and/or the State

and U. S. government resulting from travel to a location outside of the County to inspect the records.

2. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for three (3) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the three (3) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
3. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

#### **D. Information Integrity and Security**

1. Information Assets. Subrecipient shall have in place operational policies, procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPPA) (i.e., public, confidential, sensitive and/or personal information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, Section 5300 to 5365.3; Cal. Gov. Code § 11019.9; DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets. Information assets include (but are not limited to):
  - a) Information collected and/or accessed in the administration of the State programs and services.
  - b) Information stored in any media form, paper or electronic.
2. Encryption on Portable Computing Devices. Subrecipient is required to use 128-Bit encryption for PSCI data that is collected under this Contract and stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).
3. Disclosure.

- a) Subrecipient shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
  - b) Subrecipient shall protect from unauthorized disclosure, PSCI such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.
  - c) "Personal Identifying information" shall include, but not be limited to name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
  - d) Subrecipient shall not use PSCI in Section "iii" above for any purpose other than carrying out Subrecipient's obligations under this Contract. Subrecipient and its subcontractors are authorized to disclose and access identifying information for this purpose as required by County.
  - e) Subrecipient shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any PSCI obtained under the terms of this Contract to anyone other than County or CDA without prior written authorization from County or CDA. Subrecipient may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
  - f) Subrecipient may allow a participant to authorize the release of PSCI to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Subrecipient accept such blanket authorization from any participant.
4. CDA Privacy and Information Security Awareness Training. Subrecipient employees and volunteers handling PSCI must complete and comply with all requirements of the CDA Privacy and Information Security Awareness Training module located at [https://aging.ca.gov/Information\\_security](https://aging.ca.gov/Information_security) within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee or volunteer's employment and annually thereafter. Subrecipient must maintain certificates of completion on file and provide them to CDA upon request.
5. Health Insurance Portability and Accountability Act (HIPAA) and Personal, Sensitive and Confidential Information (PSCI). Subrecipient agrees to comply with the privacy and security requirements of HIPAA, (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI).
6. Security Incident Reporting. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. Subrecipient must comply with

CDA's security incident reporting procedures located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

7. Security Breach Notifications. Notice must be given by the Subrecipient to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
8. Software Maintenance. Subrecipient shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.
9. Electronic Backups. Subrecipient shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. Subrecipient shall ensure that all data, files, and backup files are encrypted.

#### **E. Evaluation and Monitoring**

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

#### **F. Procurement**

1. Competitive process. Subrecipient acknowledges that the procurement of all supplies, services and equipment pursuant to, and utilizing funds provided by, this Contract involves the expenditure of public funds and that the use of a competitive process open to all interested competitors is necessary to maintain the public trust and to allow all

interested persons to compete for business resulting from expenditure of said public funds.

2. Non-profit Subrecipient. If Subrecipient is a non-profit organization, Subrecipient shall comply with standards and guidelines provided in 45 C.F.R., Part 74, in procuring all supplies, equipment, construction and services pursuant to, and/or utilizing funds provided by, this Contract.
3. Local government Subrecipient. If Subrecipient is a local government, Subrecipient shall comply with the directives applicable to procurement by subgrantees set forth in 45 C.F.R. Part 92.36 in procuring all supplies, services and equipment pursuant to, and/or utilizing funds provided by, this Contract.
4. Deviation. Should Subrecipient wish to deviate from the requirements of this Paragraph F or wish to issue a sub-contract to other than the lowest bidder or competitor, Subrecipient shall submit written justification therefore to Administrator for approval or denial and shall withhold any further action until receipt of written notice of Administrator's approval of said request. The decision of Administrator shall be final.

#### **G. Property**

1. Unless otherwise provided for in this Paragraph G, property refers to all assets used in operation of this Contract.
  - a) Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
  - b) Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this contract, which meets any of the following criteria is subject to the reporting requirements:
  - a) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (desktop or laptop setup, is considered a unit, if purchased as a unit), for all equipment purchased prior to July 1, 2020.
  - b) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 for all equipment purchased after June 30, 2020 (desktop or laptop setup, is considered a unit, if purchased as a unit).
  - c) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook, computers, tablets, smartphones and cellphones).
  - d) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

- e) All 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.
- d)f) All property reported on the CDA 32 Form prior to July 1, 2020 must continue to be reported until the Subrecipient has obtained approval to dispose from OoA and CDA.
3. Additions, improvements, and betterments to assets meeting all of the conditions in Section B, above, must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
  4. Intangibles are property, which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
  5. Subrecipient shall keep track of property purchased with funds from this Contract and submit to County a Property Acquisition Form (CDA 9023), in electronic form, for all property furnished or purchased with funds awarded under the terms of this Contract, as instructed by County or CDA. Subrecipient shall certify their reported property inventory annually with the Closeout by completing the Program Inventory Certification (CDA 9024) to County unless otherwise directed by Administrator.
  6. Subrecipient shall record, at a minimum, the following information when property is acquired:
    - a) Date acquired
    - b) Item description (include model number)
    - c) CDA tag number
    - d) Serial number (if applicable)
    - e) Purchase cost or other basis of valuation
    - f) Fund source
  7. Disposal of Property:
    - a) Prior to disposal of any property purchased with funds from this Contract or any predecessor Contract, Subrecipient must obtain approval from CDA for reportable property. Disposition, which includes sale, trade-in, discarding, or transfer to

- another agency may not occur until approval is received from CDA. Subrecipient shall email to County the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct County on disposition of the property, and County will notify Subrecipient. Once approval for disposal has been received from CDA, and the County has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subrecipient's inventory report.
- b) Subrecipient must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
8. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Subrecipient shall promptly notify OoA.
  9. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the Parties.
  10. Subrecipient shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subrecipient has complied with all written instructions from County regarding the final disposition of the property.
  11. In the event of Subrecipient's dissolution or upon termination of this Contract, Subrecipient shall provide a final property inventory to County. The State reserves the right to require Subrecipient to transfer such property to another entity or to the State.
  12. To exercise the above right, no later than 120 days after termination of this Contract or notification of Subrecipient's dissolution, County will issue specific written disposition instructions to Subrecipient.
  13. Subrecipient shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Subrecipient shall use it, if needed, and with written approval of County for other purposes in this order:
    - a) Another CDA program providing the same or similar service
    - b) Another CDA-funded program
  14. Subrecipient may share use of the property and equipment or allow use by other programs, upon written approval from County. As a condition of the approval, County may require reimbursement under this Contract for its use.

15. Subrecipient shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
16. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

#### **H. Expenditure of Funds**

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

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

## **II. General Program Requirements**

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

### **A. Program**

1. Provide and maintain a written personnel manual or handbook that contains policies and procedures consistent with the requirements of the funding source and government laws and regulations.
2. Provide information on available services and resources for elderly clients and/or family caregivers.
3. Assure that all services funded under this Contract are coordinated with other programs and services in the community. The services funded under this Contract should not constitute duplication of services provided by other sources.

4. Work collaboratively with County, particularly the Information and Assistance Program (I&A), to ensure that clients in need of services as provided via the Older Americans Act or Older Californians Act programs are given referrals and assistance with accessing these services.
5. Maintain participant records to prevent data breaching and unauthorized client information disclosure. Ensure all participant records are kept and stored in a confidential manner.
6. Provide bilingual program material and services to the community.
7. Identify and serve the targeted population and outreach to the low-income, at-risk minority population.
8. Provide each older person with an opportunity to voluntarily contribute to the cost of service in a non-coercive manner.
9. Provide a current copy of the Voluntary Contribution Letter as approved by the County. The approved Voluntary Contribution letter should not resemble an invoice.
10. Have written procedures to account for all contributions received and to ensure the protection of participant confidentiality and privacy.
11. Develop applicable program and intake forms that meet CDA requirements and County approval process.
12. Provide written policies and methods of implementation regarding income structure for all programs.
13. Conduct a client satisfaction survey annually. County must approve the survey instrument prior to its use, and all findings from the survey must be used to improve services. The provider must keep the completed surveys and the tabulated results on file. Submit a copy of the tabulated results, along with a summary detailing a plan of action addressing relevant concerns of participants in order to improve program services to County by the end of the third quarter of the fiscal year in which it is conducted.
14. Provide the County with a current and active DUNS Number prior to Contract execution.

## **B. Staffing and Organization**

1. Provide written job descriptions for each staff position. Each job description shall include position title, qualifications to hold the position, duties and responsibilities,

lines of communication for supervision and reporting, salary range, and available benefits options.

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

### **C. Data Reporting**

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

### **D. Property/Equipment**

1. Provide the County with an inventory list of property purchased with funds.
2. Comply with all property requirements as specified in the contract and required by County.

3. Develop and maintain policies and procedures for tracking property purchased with program funds.

**E. 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.

**F. Emergency Preparedness Practices and Facility Requirements**

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

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

**G. Monitoring of Subcontractors**

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

**III. LEGAL ASSISTANCE SERVICES EXPECTATIONS & REQUIREMENTS**

**A. Definitions:**

1. **Eligible Service Population for Title III-B** 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. **Priority Services for Title III-B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

3. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.] and CDA Program Memoranda.
4. **Title III-B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
5. **Legal Assistance** means legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.

**B. Scope of Services**

The Subrecipient shall:

1. Provide program information and assistance to the public.
2. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.
3. Adhere to the California Statewide Guidelines for the provision of legal services.
4. Legal Service Providers or 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.
5. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible, and services are appropriate.
6. 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.
7. 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.
8. LSPs are to coordinate with the local Legal Service Corporation (LSC) program, if the provider is not an LSC-funded program.

9. 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.
10. 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.
11. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

## PAYMENT/COMPENSATION

### 1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$ ~~287,280~~330,708 for 12-months (July 1, 2020 – June 30, 2021) as set forth in Attachment A-~~1~~2 Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

### 2. PAYMENT TERMS:

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

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

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

Program Invoice(s):

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

### 3. INVOICING INSTRUCTIONS:

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

The Demand Letter/Invoice must include

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

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

### 4. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the tenth (10th) day of each month, showing the prior month's actual expenditures. If the 10th falls on a weekend or holiday, the invoice/data report is due the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by Project Manager. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by Project Manager.
- B. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding 12th month close-out invoice.

- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 45 C.F.R. Part 92.22(b).
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, Project Manager, may withhold payment until such time as Subrecipient comes into compliance.
- F. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the Project Manager, or her designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

## 5. FULL COMPENSATION

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

## 6. CLOSE-OUT DEADLINES

- A. The 12th month close-out invoice is due on the 10th of July without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. Request for budget modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for June invoices and will only be allowed at the County's discretion.
- C. Subrecipient must submit June invoice estimates by the 10<sup>th</sup> of June. Estimates must be projected based on anticipated actual expenditure.

## 7. CONTRIBUTIONS

- A. Subrecipient shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract. Subrecipient shall protect

the privacy of each such contributor with respect to his or her contribution. No Older Individual shall be denied a service because of unwillingness or inability to contribute towards the cost of said service.

- B. Subrecipient shall keep separate accounts of all contributions for services provided pursuant to this Contract. Subrecipient shall report such contributions monthly to County in the format required by County.
- C. Contributions for services provided pursuant to this Contract shall be added to the funds provided to Subrecipient by County pursuant to this Contract and shall be used for the purposes and in accordance with the terms of this Contract.

## **8. THIRD-PARTY REVENUE**

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

## **9. INTEREST EARNED**

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

**BUDGET SCHEDULE**

Legal Services

Title III-B

**1. Subrecipient's Budget:**

Cost Categories	Budgeted Costs
Personnel	<del>\$252,256</del> 263,534
Travel and Training	\$0
Equipment	<del>\$04,591</del>
Consultant/Professional Services	<del>\$020,113</del>
Other Costs	\$9,111
Indirect Costs	<del>\$25,913</del> 33,359
Total Budgeted Costs	<del>\$287,280</del> 330,708

Matching Funds	Match Amount
Cash	<del>\$33,811</del> 38,922
In-Kind	\$0
Total Match	<del>\$33,811</del> 38,922

2. The above Cost Categories is an overview of the actual budget approved by the Office on Aging. Subrecipient shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to Subrecipient from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.

**STAFFING PLAN**  
Community Legal Aid SoCal  
July 1, 2020 – June 30, 2021

**I. Legal Services**

Title	FTE*
Supervising Attorney	1.00
<del>Attorney III</del> Staff Attorney	0.27
<del>Attorney II</del> Staff Attorney	<u>0.2758</u>
Paralegal	1.00
<u>I&amp;A Paralegal</u>	<u>0.30</u>
<u>Legal Secretary</u>	0.08
TOTAL:	<u><del>2.62</del>3.23</u>

\*1.00 FTE = Full-Time Equivalent

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

The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval pursuant to Paragraph 13 of the Contract.

**1. Federal Award Identification**

- A. **Subrecipient Name:** Community Legal Aid SoCal
- B. **Subrecipient's Unique Identifier (DUNS):** 081812315
- C. **Federal Award Identification Number (FAIN):** 1901CAOASS-01 and 2001CAOASS-00
- D. **Federal Award Date:** 2020-2021
- E. **Subaward Period of Performance:** July 1, 2020 to June 30, 2021
- F. **Total Amount of Federal Funds Obligated by the Action:** \$ ~~287,280~~330,708

CFDA	FAIN	Award Date	Formula Funds	Amount
93.044	<u>1901CAOASS-01 and 2001CAOASS-00</u>	2020	Title III-B	<del>\$71,820</del> <u>165,354</u>
93.044	<u>1901CAOASS-01 and 2001CAOASS-00</u> <u>Pending</u>	2021	Title III-B	<del>\$215,460</del> <u>165,354</u>
<b>TOTAL:</b>				<del>\$330,708</del> <u>287,280</u>

- G. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$330,708~~287,280~~
- H. **Total Amount of the Federal Award:** \$330,708~~287,280~~
- I. **Federal Award Project Description:** Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers
- J. **Federal Awarding Agency:** U.S. Department of Health and Human Services, Administration for Community Living
- K. **Name of Pass Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging
- L. **Contact Information for the Awarding Official:** Ericka Danczak, Director (714) 480-6465, [ericka.danczak@occr.ocgov.com](mailto:ericka.danczak@occr.ocgov.com)
- M. **CFDA Number and Name:** #93.044 Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers
- N. **Whether Award is R&D:** No
- O. **Indirect Cost Rate for the Federal Award:** 10%