

THIRD AMENDMENT

CONTRACT No. 20-27-0048

BETWEEN THE COUNTY OF ORANGE

AND

COUNCIL ON AGING - SOUTHERN CALIFORNIA

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

CFDA #93.041 / FAIN #PENDING
SPECIAL PROGRAMS FOR THE AGING, TITLE VII,
CHAPTER 3, PROGRAMS FOR PREVENTION OF ELDER ABUSE, NEGLECT, AND
EXPLOITATION,
CFDA #93.042 / FAIN #PENDING
SPECIAL PROGRAMS FOR THE AGING, TITLE VII, CHAPTER 2,
LONG TERM CARE OMBUDSMAN SERVICES FOR OLDER INDIVIDUALS AND
CFDA #93.044 / FAIN #PENDING
SPECIAL PROGRAMS FOR THE AGING, TITLE III, PART B, GRANTS

ELDER ABUSE PREVENTION AND OBMUDSMAN SERVICES

FOR SUPPORTIVE SERVICES AND SENIOR CENTERS:

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

RECITALS

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

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

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

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

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

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

- 1. The Contract Term, set forth in paragraph 2 of this Contract, is hereby renewed for the period of July 1, 2021 through June 30, 2022, unless otherwise terminated by the County under the terms of the Contract.
- 2. The Contract Maximum Obligation, set forth in Paragraph 5 of this Contract, is hereby increased during the renewal period by \$1,244,002 for a cumulative total amount of \$2,639,244.
- 3. Attachment B-2, Payment/Compensation, shall be replaced with Attachment B-3.
- 4. Attachment C-2, Budget Schedule(s), shall be replaced with Attachment C-3.
- 5. Attachment D-1, Staffing Plan, shall be replaced with Attachment D-2.
- 6. Attachment E, Performance Standards, shall be replaced with Attachment E-1.
- 7. Attachment F-2, Federal Award Identification, shall be replaced with Attachment F-3.

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.

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

*Cou	ncil on Aging – Southern California		
By:	Lisa Wright Jenkins ETB2A9997A7447D	By:	
Name	E:Lisa Wright Jenkins	Name:	(Print)
Title:	President & CEO	Title:	
Dated	l:	Dated:	
Board, Financ	the President or any Vice President; and 2) Cial Officer or an Assistant Treasurer.	One signature by the	ollows: 1) One signature by the Chairman of the he Secretary, any Assistant Secretary, the Chief to bind the Subrecipient to a Contract, must sign
****	**********	******	************
	NTY OF ORANGE itical Subdivision of the State of Californ	iia	
By:	Dylan Wright, Director OC Community Resources	Dated:	
	ROVED AS TO FORM UTY COUNTY COUNSEL		
Ву:	John (Lewland DEPUTY COUNTY COUNSEL	Dated: _	3/31/2021

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$1,244,002 for 12-months (July 1, 2021 – June 30, 2022) as set forth in Attachment A-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 10th in one lump sum.

Program Invoice(s):

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

3. INVOICING INSTRUCTIONS:

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

The Demand Letter/Invoice must include

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

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

4. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the 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 10th 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

Elder Abuse Prevention and Ombudsman Programs

Title III-B and Title VII-A

1. Subrecipient's Budget (July 1, 2021 – June 30, 2022):

Elder Abuse Prevention VII-A

Cost Categories	Budgeted Costs
Personnel	\$65,195
Travel and Training	\$1,428
Equipment	\$0
Consultant/Professional Services	\$1,198
Other Costs	\$23,163
Indirect Costs	\$0
Total Budgeted Costs	\$90,984

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

Ombudsman III-B

Cost Categories	Budgeted Costs
Personnel	\$498,744
Travel and Training	\$1,833
Equipment	\$45,300
Consultant/Professional Services	\$40,021
Other Costs	\$99,459
Indirect Costs	\$0
Total Budgeted Costs	\$685,357

Matching Funds		Match Amount
	Cash	\$0
	In-Kind	\$9,908
Total Match		\$9,908

Ombudsman VII-A

Cost Categories	Budgeted Costs
Personnel	\$81,644
Travel and Training	\$0
Equipment	\$0
Consultant/Professional Services	\$0
Other Costs	\$23,669
Indirect Costs	\$0
Total Budgeted Costs	\$105,313

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

Ombudsman Special Initiative

Cost Categories	Budgeted Costs
Personnel	\$312,677
Travel and Training	\$14,400
Equipment	\$0
Consultant/Professional Services	\$13,549
Other Costs	\$21,722
Indirect Costs	\$0
Total Budgeted Costs	\$362,348

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

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

Council on Aging Southern California July 1, 2021 – June 30, 2022

I. **Elder Abuse Prevention VII-A**

Title	FTE*
Program Director	0.43
Program Coordinator	0.25
CEO	0.01
CFO	0.01
Finance Assistants/Office Manager	0.02
Executive Assistant	0.01
Receptionists (2 Part Time Staff)	0.01
Marketing	0.01
Data Communications	0.00
TOTAL:	0.75

II. Combined Ombudsman III-B, VII-A and Special Initiative				
Title	FTE*			
Program Director	1.00			
Regional Coordinator	0.60			
Regional Coordinator	0.75			
Manager	0.38			
Staff Field Ombudsman (15 Staff)	6.53			
Volunteer Field Ombudsman (55 Volunteers)	3.50			
Field Service Manager	.40			
Field Service Manager	.60			
Volunteer Support Manager	1.00			
Volunteer Recruitment/Retention	.75			
Data Entry Assistant	1.00			
CEO	0.19			
CFO	0.19			
Finance Assistants/Office Manager	0.38			
Executive Assistant	0.19			
Receptionist (2 Part Time Staff)	0.19			
Marketing	0.15			
Data Communications	0.05			
TOTAL:	17.85			

^{*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.

CONTRACT #: 2	20-27-004 NUMBE	R OF ANNUAL		CEDVICE	DATE:
PROGRAM	NUMBE	R OF ANNUAL	UNDUPLICATED	CEDVICE	
			UNDUPLICATED	CEDVICE	
	NUMBER OF ANNUAL SERVICE UNITS	UNDUPLICATED PERSONS CATEGORY SERVED		DESCRIPTION OF SERVICE UNITS	
Elder Abuse Prevention	15	# of Public Education Sessions # of Training Sessions for Professionals # of Training Sessions for Title III E Caregivers # of Hours Spent Developing System to Respond to EA # of Copies of Educational Materials Distributed # of Individuals Reached Through Activities		Non-Registered	Public Education Sessions (1 Session): Education sessions for the general public to develop, strengthen, and carry out for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect and exploitation (including financial exploitation). Training Sessions for Professionals (1 Session): Training sessions for professionals (e.g. service providers, nurses, social workers, law enforcement, etc.) to develop, strengthen, and carry out for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect and exploitation (including financial exploitation). Training Sessions for Caregivers Served by Title III-E (1 Session): Training sessions for caregivers who are receiving services under Title III E of the Older Americans Act on the identification, prevention, and treatment of elder abuse, neglect, and exploitation (including financial exploitation). The Family Caregiver Support Program (FCSP) is funded through the Older Americans Act Title III-E, and offers services designed to reduce caregiver burden, enable caregivers to remain in the workforce, and prevent, or delay, the need for a higher level of care for the care receiver. Hours Spent Developing a Coordinated System to Respond to Elder Abuse (1 Hour): Number of hours spent developing a coordinated system to respond to elder abuse (including financial exploitation). Educational Materials Distributed (1 Product): Educational materials and guidance kits for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). Individuals Reached Through Activities (1 Individual): Providers must identify the number of individuals served by this program

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

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

1. Federal Award Identification

A. Subrecipient Name: Council on Aging Southern California

B. Subrecipient's Unique Identifier (DUNS): 053284159

C. Federal Award Identification Number (FAIN): TBD

D. Federal Award Date: 2021-2022

E. **Subaward Period of Performance:** July 1, 2021 to June 30, 2022

F. Total Amount of Federal Funds Obligated by the Action: \$226,481

CFDA	FAIN	Award Date	Formula Funds	Amount
93.041	TBD	2021	Title VII-A	\$18,492
93.041	TBD	2022	Title VII-A	\$18,492
93.042	TBD	2021	Title VII-A	\$52,656.50
93.042	TBD	2022	Title VII-A	\$52,656.50
93.044	TBD	2021	Title III-B	\$42,092
93.044	TBD	2022	Title III-B	\$42,092
	•	•	TOTAL:	\$226,481

G. Total Amount of Federal Funds Obligated to the Subrecipient: \$226,481

H. Total Amount of the Federal Award: \$226,481

I. Federal Award Project Description:

- For Title III-B Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers
- For Title VII-A Programs Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation; and Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals
- 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, <u>ericka.danczak@occr.ocgov.com</u>
- M. **CFDA Number and Name:** #93.041 Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation; #93.042

Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals; and #93.044 Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers

- N. Whether Award is R&D: No
- O. Indirect Cost Rate for the Federal Award: 10%