



**SECOND AMENDMENT**

**CONTRACT No. 19-27-0048**

**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 #1901CAOAEA-01  
SPECIAL PROGRAMS FOR THE AGING, TITLE VII,  
CHAPTER 3, PROGRAMS FOR PREVENTION OF ELDER ABUSE, NEGLECT, AND  
EXPLOITATION,**

**CFDA #93.042 / FAIN #1901CAOAOM-01  
SPECIAL PROGRAMS FOR THE AGING, TITLE VII, CHAPTER 2,  
LONG TERM CARE OMBUDSMAN SERVICES FOR OLDER INDIVIDUALS AND**

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

**ELDER ABUSE PREVENTION AND OMBUDSMAN SERVICES**

This Amendment to Contract No. 19-27-0048, hereinafter referred to as “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 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 92614-6773 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. 19-27-0048, hereinafter referred to as “original Contract,” for the provision of Elder Abuse Prevention and Ombudsman Services, commencing July 1, 2019 through June 30, 2020 in the amount not to exceed \$735,485; and

**WHEREAS**, the Parties executed First Amendment to amend the original Contract to increase the Contract by the monetary amount of \$1,305, for a new maximum obligation of \$736,790 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

**WHEREAS**, the County now desires to amend the original Contract to increase the Contract by the monetary amount of \$476,011 for a new maximum obligation of \$1,212,801 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 replaced Attachment E-1, Performance Standards with Attachment E-2; and

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

1. The Contract shall be amended to increase the monetary limit in the amount of \$476,011 for a new maximum obligation of \$1,212,801.
2. Attachment A-1, Scope of Services, shall be replaced with Attachment A-2.
3. Attachment B-1, Payment/Compensation, shall be replaced with Attachment B-2.
4. Attachment C-1, Budget Schedule(s), shall be replaced with Attachment C-2.
5. Attachment D-1, Staffing Plan, shall be replaced with Attachment D-2.
6. Attachment E-1, Performance Standards, shall be replaced with Attachment E-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 Second Amendment on the dates with their respective signatures:

\*Council on Aging – Southern California

By: DocuSigned by:  
Lisa Wright Jenkins  
E7B2A9997A7447D...

By: DocuSigned by:  
Daryl YeeLitt  
7C05AE27EB76445...

Name: Lisa Wright Jenkins  
(Print)

Name: Daryl YeeLitt  
(Print)

Title: President & CEO

Title: Board Chair/first VP

Dated: 10/3/2019

Dated: 10/3/2019

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

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

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

By: DocuSigned by:  
John Cleveland John Cleveland  
74000D32EE05457...  
DEPUTY COUNTY COUNSEL

Dated: 10/2/2019

**SCOPE OF SERVICES**

This attachment specifies Subrecipient's responsibilities and requirements, in addition to requirements and responsibilities set forth in this Contract, which is identified and incorporated herein by this reference, and the Budget Schedule(s) which is attached hereto as Attachment C-2.

**I. FEDERAL AWARD IDENTIFICATION**

- A. **Subrecipient Name:** Council on Aging Southern California
- B. **Subrecipient's Unique Identifier (DUNS):** 053284159
- C. **Federal Award Identification Number (FAIN):** 1901CAOAEA-01, 1901CAOASS-01, and 1901CAOAOM-01
- D. **Federal Award Date:** 2019-2020
- E. **Subaward Period of Performance:** July 1, 2019 to June 30, 2020
- F. **Total Amount of Federal Funds Obligated by the Action:** \$195,280

CFDA	FAIN	Award Date	Formula Funds	Amount
93.041	1901CAOAEA-01	2019	Title VII-A	\$ 8,711.75
93.041	Pending	2020	Title VII-A	\$ 26,135.25
93.044	1901CAOASS-01	2019	Title III-B	\$ 17,101.50
93.044	Pending	2020	Title III-B	\$ 51,304.50
93.042	1901CAOAOM-01	2019	Title VII-A	\$ 23,006.75
93.042	Pending	2020	Title VII-A	\$ 69,020.25
<b>TOTAL:</b>				\$ 195,280

G. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$195,280

H. **Total Amount of the Federal Award:** \$195,280

**I. Federal Award Project Description:**

- **For VII-A Programs** - Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation, Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals.
- **For III-B Program** - 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 and Administration for Community Living.
- K. **Name of PTE:** California Department of Aging and County of Orange County
- L. **Contact Information for the Awarding Official:** Renee Ramirez, Director (714) 480-6483, [renee.ramirez@occr.ocgov.com](mailto:renee.ramirez@occr.ocgov.com)
- 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%

## II. GENERAL REQUIREMENTS

### A. Hours of Operation and Schedules

#### 1. Regular Hours of Operation:

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

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

#### 2. Holiday Operation Schedules:

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

<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

### 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-2, 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-2 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) 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 data collected under this Contract that is confidential, sensitive, and/or personal including data 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 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) Subrecipient shall protect from unauthorized disclosure confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.

- c) "Personal Identifying information" shall include, but not be limited to name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
  - d) Subrecipient shall not use the confidential sensitive and/or personal identifying information 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 identifying information 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 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 Subrecipient accept such blanket authorization from any participant.
4. CDA Privacy and Information Security Awareness Training. Subrecipient 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 [Http://www.Aging.ca.gov](http://www.Aging.ca.gov) 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). Subrecipient 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. Subrecipient must comply with CDA's security incident reporting procedures located at [Http://Aging.ca.gov/InformationSecurity](http://Aging.ca.gov/InformationSecurity) and Privacy.
  7. Security Breach Notifications. Notice must be given by the Subrecipient 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. 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).
  - b) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook, computers, tablets, smartphones and cellphones).
  - c) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
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 CDA.

9. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the Parties.
10. 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.  
In State:

- a) Mileage – <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- b) Per Diem (meals and incidentals) - <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- c) Lodging – <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>
- d) Out of State - <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

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.

### **III. General Program Requirements**

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

#### **A. Program**

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

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

**B. Elder Abuse**

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

**C. Staffing and Organization**

1. Provide written job descriptions for each staff position. Each job description shall include position title, qualifications to hold the position, duties and responsibilities, lines of communication for supervision and reporting, salary range, and available benefits options.
2. Provide the latest version of each program's organizational chart.

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

**D. Data Reporting**

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

**E. Property/Equipment**

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

**F. Insurance**

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

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

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



18. Ensure that elevator permits are current within each facility, as applicable.
19. Comply with all privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPPA).

#### **H. Monitoring of Subcontractors**

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

#### **IV. ELDER ABUSE PREVENTION EXPECTATIONS & REQUIREMENTS**

##### **A. Definitions:**

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

##### **B. Scope of Services**

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

1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;

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

## V. **LONG-TERM CARE OMBUDSMAN PROGRAM SERVICES EXPECTATIONS & REQUIREMENTS**

### A. **Definitions:**

1. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a) (10); Welf. & Inst. Code § 9701(b), (e)]

2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A)] [45 CFR 1327.1] [Welf. & Inst. Code § 9701(a)]
4. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established by CDA to carry out the State Long-Term Care Ombudsman Program both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of ombudsman services. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]
5. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Long-Term Care Ombudsman Program. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of OSLTCO. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]
7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]

## **B. Scope of Services**

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

1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1324.19(a)(2)] [Welf. & Inst. Code § 9701(a), 9712.5(b)]
2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1324.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]
3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated.
4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47 [Welf. & Inst. Code § 15630 et seq.]
5. Develop an ongoing partnership with the Department of Health and Human Services and the Community Care Licensing Division of the Department of Social Services; and ensure that all participating ombudsmen are equipped with the proper resources in reporting or reaching out to these agencies regarding potential code violations.
6. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289] [PC 4675, PC 4700 et seq.]
7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)]
8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, rights, and well-being of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]
9. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1324.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]

10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii)] [45 CFR 1324.19(a)(7)]:
  - a) Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
  - b) Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
  - c) Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
  - d) Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]
  - e) Refer other individuals' complaints and concerns regarding the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5 (a)(2)]
11. Conduct training sessions to certify new volunteer/paid ombudsman.
12. Provide program information and assistance to the public.
13. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.

## PAYMENT/COMPENSATION

### 1. PAYMENTS:

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

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

- A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient's invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient's invoice so long as the total payments under this Contract do not exceed the Contract maximum obligation.
- B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.
- C. Invoices: Subrecipient shall provide monthly invoices by the 10<sup>th</sup> day following the month being reported. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract.

If Subrecipient expenditures for any program referenced in this Contract fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Contract, Subrecipient may be subject to a reduction in funding. No payments will be authorized if any preceding month's reports or invoices have not been received.

### 2. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$1,212,801 for 12-months (July 1, 2019 – June 30, 2020) 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.

**3. FIRM DISCOUNT AND PRICING STRUCTURE:**

Subrecipient guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Subrecipient agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

**4. PAYMENT TERMS:**

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.

Program Invoice(s):

OC Community Resources  
Attention: Accounts Payable  
601 N. Ross St., 6<sup>th</sup> Floor  
Santa Ana, CA 92701

**5. 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-2)
- I. Subrecipient’s Federal I. D. number
- J. Total

## 6. 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 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. No payments will be made if any preceding months’ data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- C. 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).
- D. 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.
- E. Project Manager, also reserves the right to refuse payment to Subrecipient to later disallow costs for any expenditure determined by Project Manager, not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or inappropriate to such activities; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Subrecipient may be refused until County receives reimbursement for any Subrecipient outstanding disallowed costs.
- 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.

## **7. 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.

## **8. CONTRIBUTIONS**

- A. Subrecipient shall provide every participant the opportunity to voluntarily donate 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.

## **9. 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.

## **10. 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 interest-bearing accounts, unless "a" or "b" below apply:

- a. 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
- b. 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.

#### **11. PAYMENT TERMS – PAYMENT IN ARREARS:**

- A. Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange, verified, and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rest with the Subrecipient.
- B. Payment of program activities. County will reimburse Subrecipient for eligible program-related costs only. Subrecipient shall submit requests for reimbursement to County on a monthly basis and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, incorporated herein as Exhibit 5. In addition, Subrecipient will provide a performance progress report for the period covered, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation and reporting has been received and approved by County. County shall make monthly reimbursement payments based on Subrecipient's data, invoice(s), and substantiating reports as required herein.
- C. Invoices shall cover services and/or goods not previously invoiced. Subrecipient shall reimburse the County of Orange for any monies paid to Subrecipient for goods or services not provided or when goods or services do not meet Contract requirements.
- D. 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 goods or services.

**BUDGET SCHEDULES**

## Council on Aging – Southern California

**1. Subrecipient's Budget:****A. Elder Abuse Prevention-Title VIIA and County General Funding**

Cost Categories	Budgeted Costs
Personnel	\$65,195
Travel and Training	\$0
Equipment	\$0
Consultant/Professional Services	\$1,321
Other Costs	\$22,331
Indirect Costs	\$0
<b>Total Budgeted Costs</b>	<b>\$88,847</b>

Elder Abuse Prevention does not require match	Match Amount
Cash	\$0
In-Kind	\$0
<b>Total Match</b>	<b>\$0</b>

**B. Ombudsman Special Deposits-Special Deposit Funding**

Cost Categories	Budgeted Costs
Personnel	\$313,937
Travel and Training	\$14,400
Equipment	\$0
Consultant/Professional Services	\$15,670
Other Costs	\$18,341
Indirect Costs	\$0
<b>Total Budgeted Costs</b>	<b>\$362,348</b>

Ombudsman does not require match	Match Amount
Cash	\$0
In-Kind	\$0
<b>Total Match</b>	<b>\$0</b>

## C. Ombudsman -Title IIIB Funding

Cost Categories	Budgeted Costs
Personnel	\$512,873
Travel and Training	\$24,000
Equipment	\$52,100
Consultant/Professional Services	\$10,000
Other Costs	\$70,606
Indirect Costs	\$0
<b>Total Budgeted Costs</b>	<b>\$669,579</b>

10.53% Match	Match Amount
Cash	\$0
In-Kind	\$8,051
<b>Total Match</b>	<b>\$8,051</b>

## D. Ombudsman -Title VIIA Funding

Cost Categories	Budgeted Costs
Personnel	\$81,644
Travel and Training	\$0
Equipment	\$0
Consultant/Professional Services	\$0
Other Costs	\$10,383
Indirect Costs	\$0
<b>Total Budgeted Costs</b>	<b>\$92,027</b>

Title VIIA does not require match	Match Amount
Cash	\$0
In-Kind	\$0
<b>Total Match</b>	<b>\$0</b>

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 PLANS**  
Council on Aging – Southern California  
July 1, 2019 – June 30, 2020

## 1. Elder Abuse Prevention

Title	FTE*
Program Director	0.40
Program Coordinator	0.25
CEO	0.01
Finance Director	0.01
Finance Assistant/Office Manager	0.03
Executive Assistant	0.01
Receptionist 2-Part-time staff	0.01
Marketing	0.01
Data Communications	0.002
TOTAL:	0.73

## 2. Ombudsman Special Deposit

Title	FTE*
Field Services Manager	1.00
Volunteer Support Manager	1.00
Program Assistant	0.99
Training Coordinator	0.75
Staff Field Ombudsman	0.45
CEO	0.09
Finance Director	0.09
Finance Assistant/Office Manager	0.24
Executive Assistant	0.09
Receptionist-2 Part-Time Staff	0.09
Marketing	0.07
Data Communications	0.04
TOTAL:	4.90

## 3. Title VIIA Ombudsman

Title	FTE*
Program Director	0.80
CEO	0.01
Finance Director	0.01
Finance Assistants/Office Manager	0.03
Executive Assistant	0.01
Receptionist-2 Part-Time Staff	0.01
Marketing	0.01
Data Communications	0.004
TOTAL:	0.88

## 4. Ombudsman Title IIIB

<b>Title</b>	<b>FTE*</b>
Regional Coordinator	1.45
Manager	0.38
Staff Field Ombudsman	6.95
Facility Coordinator	.19
Volunteer Field Ombudsman	3.45
CEO	0.19
Finance Director	0.19
Finance Assistants/Office Manager	0.48
Executive Assistant	0.19
Receptionist-2 Part-time Staff	0.19
Marketing	0.14
Data Communications	0.08
<b>TOTAL:</b>	<b>13.88</b>

\*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 A  
Attachment A

<b>AGENCY NAME:</b> COUNCIL ON AGING - SOUTHERN CALIFORNIA				<b>FISCAL YEAR:</b> 2019-2020
<b>PROGRAM NAME(S):</b> Elder Abuse Prevention, Ombudsman				
<b>CONTRACT #:</b> 19-27-0048				<b>DATE:</b>
<b>PROGRAM SERVICE</b>	<b>NUMBER OF ANNUAL SERVICE UNITS</b>	<b>UNDUPLICATED PERSONS SERVED</b>	<b>SERVICE CATEGORY</b>	<b>DESCRIPTION OF SERVICE UNITS</b>
Elder Abuse Prevention	30	# of Public Education Sessions	Non-Registered	<b>Public Education Sessions (1 Session):</b> Education sessions for the general public to develop, strengthen, and carry out for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect and exploitation (including financial exploitation).
	18	# of Training Sessions for Professionals		<b>Training Sessions for Professionals (1 Session):</b> Training sessions for professionals (e.g. service providers, nurses, social workers, law enforcement, etc.) to develop, strengthen, and carry out for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect and exploitation (including financial exploitation).
	6	# of Training Sessions for Title III E Caregivers		<b>Training Sessions for Caregivers Served by Title III-E (1 Session):</b> Training sessions for caregivers who are receiving services under Title III E of the Older Americans Act on the identification, prevention, and treatment of elder abuse, neglect, and exploitation (including financial exploitation). The Family Caregiver Support Program (FCSP) is funded through the Older Americans Act Title III-E, and offers services designed to reduce caregiver burden, enable caregivers to remain in the workforce, and prevent, or delay, the need for a higher level of care for the care receiver.
	300	# of Hours Spent Developing System to Respond to EA		<b>Hours Spent Developing a Coordinated System to Respond to Elder Abuse (1 Hour):</b> Number of hours spent developing a coordinated system to respond to elder abuse (including financial exploitation).
	7,000	# of Copies of Educational Materials Distributed		<b>Educational Materials Distributed (1 Product):</b> Educational materials and guidance kits for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation).
	3,100	# of Individuals Reached Through Activities		<b>Individuals Reached Through Activities (1 Individual):</b> Providers must identify the number of individuals served by this program who were reached through any of the activities funded by this program. A count of individuals who were reached by any of the activities funded with EAP resources and documented in the EAP Units of Service categories on this form during the quarter. Include the number of individuals served directly by EAP providers/staff or indirectly through access to targeted, EAP-funded education or training activities or resources.

**PERFORMANCE STANDARDS  
SERVICE UNITS**

**ATTACHMENT A  
Attachment A**

PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Long-Term Care Ombudsman	65%	# of Complaints Resolved		N/A	<p><b>Performance Targets and Service Units Baseline Resolution Rate (% of Complaints Resolved):</b> Number of complaints resolved plus Number of partially resolved complaints divided by the Total Number of Complaints Received equals Baseline Resolution Rate percentage.</p>
	950	# of Resident Councils Attended			<p><b>Work with Resident Councils (# of Resident Councils Attended):</b> LTCO Programs help develop and/or support existing resident councils, by educating both residents and facility administration on the benefit of having one, and/or offering assistance with organization and procedures. It is important for the LTCO Program to treat the resident council as the “go to” place in the facility for addressing community concerns and establishing community connections.</p>
	20	# of Family Councils Attended			<p><b>Work with Family Councils (# of Family Councils Attended):</b> Family councils are regular meetings run by family and friends of residents with the support of facility staff. The LTCO Program role is to provide support and encouragement, as well as educational information to family members/friends of residents. LTCO Program may also offer assistance in developing good organizational and leadership skills to the family council members.</p>
	1,800	# of Consultation to Facilities			<p><b>Consultation to Facilities (# of Consultations):</b> Count of instances of ombudsman representatives’ interactions with facility staff for the purpose of providing general information and assistance unrelated to a complaint. Consultation may be accomplished by telephone, letter, email, fax, or in person.</p>
	3,700	# of Information and Consultation Interactions to Individuals			<p><b>Information and Consultation Interactions to Individuals (# of Interactions):</b> Count of instances of ombudsman representatives’ interactions with residents, family members, friends, and others in the community for the purpose of providing general information and assistance unrelated to a complaint. Consultation may be accomplished by: telephone, letter, email, fax, or in person.</p>



**PERFORMANCE STANDARDS  
SERVICE UNITS**

ATTACHMENT A  
Attachment A

PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Long-Term Care Ombudsman	20	# of Community Education Sessions		N/A	<p><b>Community Education Sessions (# of Sessions):</b> LTCO Program participation in public events planned to provide information or instruction to community members about the LTCO Program or Long-Term-Care issues. The number of sessions refers to the number of events, not the number of participants.</p>
	95%	# of Facility Coverage for SNFs (other than in response to a complaint)			<p><b>Nursing Facility Coverage (other than in response to a complaint) (% of Coverage):</b> Percentage of nursing facilities within the PSA that were visited by an ombudsman representative at least once each quarter <b>not</b> in response to a complaint. The percentage is determined by dividing the number of nursing facilities in the PSA that were visited at least once each quarter not in response to a complaint by the total number of nursing facilities in the PSA. NOTE: This is not a count of <i>visits</i> but a count of <i>facilities</i>. In determining the number of facilities visited for this measure, no nursing facility can be counted more than once.</p> <p><i>Baseline Resolution Rate: Number of Nursing Facilities visited at least once a quarter not in response to a complaint divided by the total number of Nursing Facilities equals Baseline percentage.</i></p>
	90%	# of Facility Coverage for RCFEs (other than in response to a complaint)			<p><b>Residential Care Facility for the Elderly (RCFE) Facility Coverage (other than in response to a complaint) (% of Coverage):</b> Percentage of RCFEs within the PSA that were visited by an ombudsman representative at least once each quarter during the fiscal year <b>not</b> in response to a complaint. The percentage is determined by dividing the number of RCFEs in the PSA that were visited at least once each quarter not in response to a complaint by the total number of RCFEs in the PSA. NOTE: This is not a count of <i>visits</i> but a count of <i>facilities</i>. In determining the number of facilities visited for this measure, no RCFE can be counted more than once.</p> <p><i>Baseline Resolution Rate: Number of RCFEs visited at least once a quarter not in response to a complaint divided by the total number of RCFEs = equals Baseline percentage.</i></p>