



## FOURTEENTH AMENDMENT

**CONTRACT No. 20-27-0044**

**BETWEEN THE COUNTY OF ORANGE**

**AND**

**COUNCIL ON AGING – SOUTHERN CALIFORNIA, INC.**

### **FOR THE PROVISION OF HEALTH INSURANCE COUNSELING ADVOCACY PROGRAM (HICAP)**

<b>CFDA#</b>	<b>FAIN#</b>	<b>PROGRAM/SERVICE TITLE</b>	<b>FUNDING AGENCY</b>
93.324	90SAPG0094-03-00	State Health Insurance Assistance Program (SHIP)	USDHHS, Administration for Community Living

This Amendment to Contract No. 20-27-0044, hereinafter referred to as “Fourteenth 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, Inc., a California non-profit organization, 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. 20-27-0044, hereinafter referred to as “original Contract,” for the provision of HICAP/FA/MIPPA Program Services, commencing July 1, 2020 through June 30, 2021 in the amount not to exceed \$549,056; and

**WHEREAS**, on July 31, 2020, the County executed the First Amendment to the original Contract to decrease the Contract by the monetary amount of \$26,159, for a new maximum obligation of \$522,897, 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 September 29, 2020, the County executed the Second Amendment to the original Contract to increase the Contract by the monetary amount of \$116,856, for a new maximum obligation of \$639,753, 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 D-1, Staffing Plan, with Attachment D-2; and replaced Attachment F-1, Federal Award Identification with Attachment F-2; and replaced

Attachment G, MIPPA Work Plan with Attachment G-1; and added Attachment H, MIPPA Work Plan October 2020 – June 2021; and

**WHEREAS**, on November 18, 2020, the County executed the Third Amendment to increase the Contract by the monetary amount of \$35,011, for a new maximum obligation of \$674,764, and replaced Attachment A-2, Scope of Services, with Attachment A-3; and replaced Attachment B-2, Payment/Compensation, with Attachment B-3; and replaced Attachment C-2, Budget Schedule(s), with Attachment C-3; and replaced Attachment D-2, Staffing Plan, with Attachment D-3; and replaced Attachment E, Performance Standards with Attachment E-1; and replaced Attachment F-2, Federal Award Identification with Attachment F-3; and

**WHEREAS**, on March 9, 2021, the County executed the Fourth Amendment and increased the Contract by the monetary amount of \$26,562, for a new maximum obligation of \$701,326, and replaced Attachment A-3, Scope of Services, with Attachment A-4; and replaced Attachment B-3, Payment/Compensation, with Attachment B-4; and replaced Attachment C-3, Budget Schedule(s), with Attachment C-4; and replaced Attachment D-3, Staffing Plan, with Attachment D-4; and replaced Attachment F-3, Federal Award Identification with Attachment F-4; and

**WHEREAS**, on May 25, 2021, the County executed the Fifth Amendment to renew the Contract for an additional one-year period effective July 1, 2021 through June 30, 2022; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of \$572,843 under FY 2021-22 for a total cumulative Contract amount of \$1,274,169; and replaced Attachment B-4, Compensation/Payment, with Attachment B-5; and replaced Attachment C-4, Budget, with Attachment C-5; and replaced Attachment D-4, Staffing Plan with Attachment D-5; and replaced Attachment E-1, Performance Standards, with Attachment E-2; and replaced Attachment F-4, Federal Award Identification with Attachment F-5; and

**WHEREAS**, on June 10, 2021, the County executed the Sixth Amendment to the original Contract for the period of July 1, 2020 through June 30, 2021; and replaced Attachment C-5, Budget, with Attachment C-6; and replaced Attachment D-5, Staffing Plan with Attachment D-6; and

**WHEREAS**, on August 2, 2021, the County executed the Seventh Amendment to the original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of \$45,285 under FY 2021-22 for a new maximum obligation amount of \$618,128; and replaced Attachment A-4, Scope of Services, with Attachment A-5; and replaced Attachment B-5, Compensation/Payment, with Attachment B-6; and replaced Attachment C-6, Budget, with Attachment C-7; and replaced Attachment D-6, Staffing Plan with Attachment D-7; and replaced Attachment E-2, Performance Standards, with Attachment E-3; and replaced Attachment F-5, Federal Award Identification, with Attachment F-6; and

**WHEREAS**, on September 29, 2021, the County executed the Eighth Amendment to the original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of \$1,244 under FY 2021-22 for a new maximum obligation amount of \$619,372; and replaced Attachment A-5, Scope of Services, with Attachment A-6; and replaced Attachment B-6, Compensation/Payment, with Attachment B-7; and replaced Attachment C-7, Budget, with Attachment C-8; and replaced Attachment F-6, Federal Award Identification, with Attachment F-7; and

**WHEREAS**, on October 25, 2021, the County executed the Ninth Amendment to the original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of \$27,877 under FY 2021-22 for a new maximum obligation amount of \$647,249; and replaced Attachment A-6, Scope of Services, with Attachment A-7; and replaced Attachment B-7, Compensation/Payment, with Attachment B-8; and replaced Attachment C-8, Budget, with Attachment C-9; and replaced Attachment D-7, Staffing Plan with Attachment D-8; and replaced Attachment F-7, Federal Award Identification, with Attachment F-8; and

**WHEREAS**, on February 7, 2022, the County executed the Tenth Amendment to the original Contract effective January 1, 2022; and reduced the Contract by the monetary amount of \$9,499 under FY 2021-22 for a new maximum obligation amount of \$637,750; and replaced Attachment B-8, Compensation/Payment, with Attachment B-9; and replaced Attachment C-9, Budget, with Attachment C-10; and replaced Attachment D-8, Staffing Plan with Attachment D-9; and replaced Attachment F-8, Federal Award Identification, with Attachment F-9; and

**WHEREAS**, on May 24, 2022, the County executed the Eleventh Amendment to the original Contract to renew the Contract for an additional one-year period effective July 1, 2022 through March 31, 2023; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of \$565,011 under FY 2022-23 for a cumulative Contract total amount of \$1,904,087; and made other minor modifications to the Contract; and replaced Attachment A-7, Scope of Services, with Attachment A-8 ;and replaced Attachment B-9, Payment/Compensation, with Attachment B-10; and replaced Attachment C-10, Budget, with Attachment C-11; and replaced Attachment D-9, Staffing Plan with Attachment D-10; and replaced Attachment E-3, Performance Standards, with Attachment E-4; and replaced Attachment F-9, Federal Award Identification, with Attachment F-10; and

**WHEREAS**, on June 17, 2022, the County executed the Twelfth Amendment to the original Contract effective June 1, 2022, under FY 2021-22 (July 1, 2021 through June 30, 2022); and replaced Attachment C-11, Budget, with Attachment C-12; and replaced Attachment D-10, Staffing Plan with Attachment D-11; and

**WHEREAS**, on August 29, 2022, the County executed the Thirteenth Amendment to the original Contract effective July 1, 2022 under FY 2022-23; and reduced the Contract by the monetary amount of \$140,788 for a new maximum obligation amount of \$424,223; and replaced Attachment B-10, Payment/Compensation, with Attachment B-11; and replaced Attachment C-12, Budget, with Attachment C-13; and replaced Attachment D-11, Staffing Plan, with Attachment D-12; and replaced Attachment E-4, Performance Standards, with Attachment E-5; and replaced Attachment F-6, Federal Award Identification, with Attachment F-7; and

**WHEREAS**, the County now desires to amend the original Contract; and make a minor modification to Paragraphs 33 and 55 of the original Contract; and replace Attachment A-8, Scope of Services, with Attachment A-9; and replace Attachment B-11, Payment/Compensation, with Attachment B-12; and replace Attachment C-13, Budget Schedule, with Attachment C-14; and

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

1. Paragraph 33. County Branding Requirements of the Contract shall be amended to read as follows:

“33. County Branding and Funding Source Identification Requirements:  
Publicity, Literature, Advertisement and Social Media

- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County’s name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County’s prior written consent is expressly prohibited and Subrecipient agrees that it shall take no such action.

- B. Subrecipient may speak to the media/press, release statements, allow for video or photography, or develop and publish information related to this Contract where all of the following conditions are satisfied:

1. Project Manager provides its written approval (1) the oral, written, or other content; and (2) publication of the content/information at least five (5) days prior to Subrecipient publishing or communicating the content/information, unless a different timeframe for approval is agreed upon by the Project Manager;

Unless directed otherwise by Project Manager, the communication or statement will include an oral or written statement that the Contract and related program, wholly or in part, is funded through County, State and/or Federal government funds, and identify the specific funding source(s) for the Contract and related program;

All project publicity shall include the following statement: “This project is supported by the California Department of Aging and the Orange County Board of Supervisors.”

2. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
  - a. any commercial product or service; and,
  - b. any product or service provided by Subrecipient, unless approved in writing by Project Manager; and,
3. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to the Project Manager. Subrecipient shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at

<http://www.ocgov.com/gov/ceo/cio/govpolicies>  
<https://cio.ocgov.com/egovernment-policies>.

4. Subrecipient shall not create the false appearance, mistaken impression, or misrepresentation, through an omission or affirmative statement, that this Contract or the program related thereto is created by, funded by, or attributable to any entity, organization, or person other than the County (including its staff and officials) and the actual funding sources for this Contract, unless such information is accurate and complete.”
2. Paragraph 55. S.W.A.G of the Contract shall be amended to read as follows:


“55. S.W.A.G. The Subrecipient and its Subcontractor/Vendors shall comply with Governor’s memo dated 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as “S.W.A.G.” or “Stuff We All Get.”
3. Attachment A-8, Scope of Services, shall be replaced with Attachment A-9.
4. Attachment B-11, Payment/Compensation, shall be replaced with Attachment B-12.
5. Attachment C-13, Budget Schedule(s), shall be replaced with Attachment C-14.
6. Exhibit 7, Civil Rights Laws Certification, is hereby added and incorporated by reference.

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.

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

\*Council on Aging – Southern California, Inc.

By:   
DocuSigned by:  
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 Name: Lisa Wright Jenkins  
(Print)  
 Title: President & CEO  
 Dated: 10/5/2022

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
(Print)  
 Title: \_\_\_\_\_  
 Dated: \_\_\_\_\_

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

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

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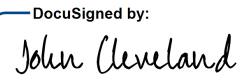
## COUNTY OF ORANGE

A Political Subdivision of the State of California

By: \_\_\_\_\_  
 Deputized Purchasing Agent  
 OC Community Resources

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

## APPROVED AS TO FORM OFFICE OF THE COUNTY COUNSEL

By:   
DocuSigned by:  
74000B32EE65457...  
 DEPUTY COUNTY COUNSEL

Dated: 10/5/2022

## **SCOPE OF SERVICES**

### **I. GENERAL REQUIREMENTS**

#### **A. Hours of Operation and Schedules**

##### **1. Regular Hours of Operation:**

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

- Coordination of services. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.
- Coordination of resources. Subrecipient shall work collaboratively with County, particularly the Information and Assistance Program (I&A), to ensure that clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

Funding Restrictions. Funds may not be used for the following purposes:

- a) Construction and/or major rehabilitation of buildings.
- b) Basic research (e.g. scientific or medical experiments)
- c) Continuation of existing projects without expansion or new and innovative approaches.
- d) Meals are generally unallowable, except for the following:
  - When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement, and
  - As part of a per diem or subsistence allowance provided in conjunction with allowable travel.

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

1. Subrecipient shall keep true and accurate accounts, records, statistical and data, which shall correctly reflect the business transacted by Subrecipient in accordance with generally accepted accounting principles. This includes but are not limited to the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to OoA and CDA. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County or until an audit has occurred and an audit resolution has been reached. Storage of records in another County will require written approval from the County. 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 and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the three (3) years until final resolution or disposition of such appeals, litigation, claims, or exceptions. If Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in the Contract, and are returned to OoA or transferred to another Subrecipient as instructed by OoA.
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. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of OoA and/or CDA and is so stated in writing to Subrecipient.

#### **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 (HIPAA) (i.e., public, confidential, sensitive and/or personal information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, Section 5300 to 5365.3; Cal. Gov. Code § 11019.9; DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

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

- a) Reports
- b) Notes

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

4. CDA Privacy and Information Security Awareness Training. Subrecipient employees and volunteers handling PSCI must complete and comply with all requirements of the CDA Privacy and Information Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee or volunteer's employment and annually thereafter. Subrecipient must maintain certificates of completion on file and provide them to OoA and/or CDA upon request.
5. Health Insurance Portability and Accountability Act (HIPAA) and Personal, Sensitive and Confidential Information (PSCI). Subrecipient agrees to comply with the privacy and security requirements of HIPAA, (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI).
6. Security Incident Reporting. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. Subrecipient must comply with CDA's security incident reporting procedures located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.
7. Security Breach Notifications. Notice must be given by the Subrecipient to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
8. Software Maintenance. Subrecipient shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.
9. Electronic Backups. Subrecipient shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. Subrecipient shall ensure that all data, files, and backup files are encrypted.

#### **E. Access**

Subrecipient shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Subrecipient or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

#### **F. 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, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, visits to participant worksites, and when applicable, inspection of food preparation sites.
3. 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.

#### **G. 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.

## **H. Property**

1. Unless otherwise provided for in this Paragraph G, property refers to all assets used in operation of this Contract.
  - a) Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
  - b) Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this contract, which meets any of the following criteria is subject to the reporting requirements:
  - a) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (desktop or laptop setup, is considered a unit, if purchased as a unit), for all equipment purchased prior to July 1, 2020.
  - b) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 for all equipment purchased after June 30, 2020 (desktop or laptop setup, is considered a unit, if purchased as a unit). Prior written approval from the County and CDA is needed for all equipment purchases over \$5,000.
  - c) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook, computers, tablets, smartphones and cellphones). Prior written approval from the County and CDA is needed for purchase of all computing devices, regardless of cost.
  - d) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives). Prior written approval from the County and CDA is needed for purchase of all portable electronic storage media, regardless of cost.
3. Equipment/Property with per unit cost of \$5,000 or any computing devices, regardless of cost requires justification from the Subrecipient and approval from OoA and CDA and must be included in the Subrecipient's approved HICAP budget.
4. Additions, improvements, and betterments to assets meeting all of the conditions in Section 2, above, must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

5. 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.
6. 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 submit and certify their reported property inventory annually to County unless otherwise directed by Administrator.
7. 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
8. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

The Subrecipient shall assure full compliance with 2 CFR 200.216. The Subrecipients is prohibited from the direct or indirect use of funds to:

- a) Procure or obtain,
- b) Enter into a contract to procure or obtain; or
- c) Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889].

The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries, and affiliates.

9. 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.
10. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Subrecipient shall promptly notify OoA.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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

16. 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.
17. 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.
18. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

## **I. General Regulations**

Subrecipient shall:

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



#### 4. Nondiscrimination

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

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

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

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

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

c. California Civil Rights Laws

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

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

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

e. Subrecipient agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Contract.

#### 5. Conflict of Interest

- a. Subrecipient shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of Subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the OoA and/or State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the OoA and/or State and such conflict may constitute grounds for termination of the Contract.
- b. This provision shall not be construed to prohibit employment of persons with whom the Subrecipient's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

#### 6. Facility Construction or Repair

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

- a. When applicable for purposes of construction or repair of facilities, the Subrecipient shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:
  - Copeland "Anti-Kickback" Act. [18 USC 874, 40USC 3145]
  - Davis-Bacon Act. [40USC 3141 et seq.] [29 CFR 5]
  - Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
  - Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
- b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by OoA and CDA.
- c. When funding is provided for construction and non-construction activities, the Subrecipient must obtain prior written approval from OoA and CDA

before making any fund or budget transfers between construction and non-construction.

7. Contracts in Excess of \$100,000

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

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

**J. Expenditure of Funds**

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

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

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

**K. Voluntary Contributions**

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

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

**L. Subcontractor**

Subrecipient shall:

1. Administer this Contract and require any Subcontractors to administer their subcontracts in accordance with this Contract, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Contract and resolve all issues using good administrative practices and sound judgment. Subrecipient and its Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
2. Shall require language in all subcontracts to require all Subcontractors to comply with all applicable State and federal laws.
3. Maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of OoA and/or CDA.
4. Monitor the insurance requirements of its Subcontractors in accordance with this Contract.

5. Conduct annual comprehensive monitoring of all subcontractors to ensure CDA compliance. Subcontractors shall be monitored within six (6) months of effective date of agreement.
6. Resolve any issues regarding performance with subcontractor within thirty (30) days from completed date of monitoring.
7. Provide the County a copy of the completed monitoring and any applicable resolutions to performance.

## **II. General Program Requirements**

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

### **A. Program**

1. Provide and maintain written policies and procedures consistent with the requirements of the funding source and government laws and regulations.
2. Provide information on available services and resources for elderly clients and/or family caregivers.
3. Assure that all services funded under this Contract are coordinated with other programs and services in the community. The services funded under this Contract should not constitute duplication of services provided by other sources.
4. Work collaboratively with County, particularly the Office on Aging's Information and Assistance Call Center (I&A), to ensure that clients in need of services as provided via the Older Americans Act or Older Californians Act programs are provided referrals and assistance with accessing these services.
5. Maintain participant records to prevent data breaching and unauthorized client information disclosure. Ensure all participant records are kept and stored in a confidential manner.
6. Provide bilingual program material and services to the community. Subrecipient shall make every effort to offer bilingual program materials and services under CDA and County funded programs in the threshold languages identified by the County.
7. Identify and serve the targeted population and outreach to the low-income, at-risk minority population.
8. Provide a current copy of the Voluntary Contribution Letter as approved by the County. The approved Voluntary Contribution letter should not resemble an invoice.
9. Develop applicable program and intake forms that meet CDA requirements and submit to the County for review and approval within 30 days of contract execution.
10. Provide written policies and methods of implementation regarding income structure for all programs.

11. Conduct a participant satisfaction survey annually and tabulate results. County 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.
12. Provide the County with a current and active DUNS Number and SAMS Unique Entity Identifier (UEI) 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 paperwork and report details have been documented and submitted in a timely manner.
3. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

**C. Staffing and Organization**

1. Provide written job descriptions for each staff position. Each job description shall include position title, qualifications to hold the position, duties and responsibilities, lines of communication for supervision and reporting, salary range, and available benefits options.
2. Provide the latest version of each program's organizational chart.
3. Train and update internal staff on current policies and procedures regarding program operation, including procedures for operating all aspects of Older Americans Act programs.
4. Provide written policy governing the use of volunteers, including a concise definition of volunteer responsibilities, recruitment, training and supervision.
5. Maintain time sheets for employees and volunteers.
6. Provide current copies of governing by-laws that contain Board member information, advisory members, committees and meeting schedules as required by the County, if applicable.

7. Provide a current Board Agenda and Minutes as requested by the County, if applicable.
8. Provide a grievance process and policy for older adult and caregiver clients, employees and volunteers.

**D. Insurance**

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

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

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



12. Provide flashlights, portable radio and batteries for the facility in cases of emergency.
13. Provide and maintain first aid supplies for the facility in cases of emergency.
14. Provide and maintain current inspection tags on all fire extinguishers throughout the facility.
15. Provide current health inspection reports to the County, if applicable.
16. Ensure that facility exit doors are clearly marked and functional.
17. Ensure that facility walkway paths are free from clutter and obstruction.
18. Ensure that elevator permits are current within each facility, as applicable.

### **III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) EXPECTATIONS & REQUIREMENTS**

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

1. **Eligible Service Population** means Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [Welf. & Inst. Code § 9541(a), (c)(2)], and the public at large who are eligible to receive HICAP community education services, including long-term care planning and long-term care insurance counseling services. [Welf. & Inst. Code § 9541(c)(1), (c)(2), (c)(4)-(6)]
2. **Health Insurance Counseling and Advocacy Program (HICAP)** means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]
3. **Medicare Modernization Act 2005 (MMA) State Funds** means the 2005 augmentation of HICAP State funds as defined in Welf. & Inst. Code § 9757.5(h).
4. **State Health Insurance Assistance Program (SHIP)** means a national program supported by the federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same

program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.

5. **Statewide HICAP Automated Reporting Program (SHARP)** means the State's proprietary database for reporting HICAP data to the Centers for Medicare and Medicaid Services (CMS).

## **B. Language**

1. The Subrecipient shall take reasonable steps, based upon the State Standard Agreement and the County's language policy, to ensure that "alternative communication services" are available to non-English speaking or Limited English Proficiency (LEP) beneficiaries of services under this Contract. [22 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff.
  - b. Contracts with interpreter services.
  - c. Use of telephone interpreter lines.
  - d. Sharing of language assistance materials and services with other providers.
  - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f. Referral to culturally and linguistically appropriate community service programs.
3. Subrecipient shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. [22 CCR 11162]
4. Subrecipient shall notify its employees of clients' rights regarding language access and Subrecipient's obligation to ensure access to alternative communication services as determined appropriate by Subrecipient. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [22 CCR 98370]
6. The five threshold languages in the County of Orange are:
  - English
  - Chinese (Traditional)
  - Korean
  - Spanish
  - Vietnamese (pre-1975)

### **C. Scope of Services**

The Subrecipient shall:

1. Ensure statutory provisions of HICAP [Welf. & Inst. Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Contract, SHIP Base Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of this Contract.
2. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest HICAP Counselor Handbook. [Welf. & Inst. Code § 9100(c)-(d); § 9541(b)(1)-(2)]
3. Provide timely notice to OoA of any changes to the Program or changes in Subrecipient's status that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes.
4. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, and Long-Term Care Community Educators designed to expand services as broadly as possible. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.
5. Ensure that the standard HICAP business hours during which the program is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9am to 4pm, except on observed holidays.
6. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9am to 4pm. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a return telephone number, and a brief voicemail message on an answering service. Return calls to clients that have left voicemail messages must be made within two (2) business days.
7. Ensure that the HICAP email address displayed on any public-facing website is monitored by staff Monday through Friday, 9am to 4pm. Responses to email communications must be provided within two (2) business days of the day the email was received.

8. Prior to counseling implementation, provide a written disclosure statement or its equivalent to clients receiving counseling services as prescribed by CDA in the HICAP Program Manual. [Welf. & Inst. Code § 9541(f)(4)]
9. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party.
10. Provide community education designed to inform the public about Medicare, Medicare supplement, long-term care planning, and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics. [Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
11. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual. [Welf. & Inst. Code § 9541(e)]
12. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency. [Welf. & Inst. Code § 9541(f)(7)]
13. Collect, track, and report on all aspects of HICAP activity as specified by the State and the County, to assess progress in reaching measurable outcomes as defined through annual HICAP Performance Measures.
14. Ensure the submission of program information and support documentation to OoA for the development of reports required by CDA. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by CDA/OoA.
15. Ensure that processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.
16. Ensure that referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans, are provided accordingly.
17. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:

- a) HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
- b) Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 9541 (c)(3)]
- c) HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 5941(c)(3)]
- d) Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral. The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

18. Assure that the following conditions are met:

- a) Services are provided only to the defined Eligible Service Population.
- b) Public awareness, knowledge and visibility of the HICAP that includes persons in greatest need of services and partnership opportunities with groups not currently being reached.
- c) Staffing is adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the Program at least thirty-two (32) hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
- d) The Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services.
- e) All persons affiliated with the Program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with laws, regulations, and the HICAP Program Manual.
- f) Participants who volunteer their time for the health insurance counseling and advocacy program may be reimbursed for expenses incurred, as specified in this Contract.

19. Assure compliance with the State Conflict of Interest Requirements as they pertain to HICAP services as follows:

- a) The Subrecipient shall assure that project staff and volunteers do not engage in the solicitation of insurance; nor endorse any Medicare supplement, long-term care, or other insurance policies or plans; nor endorse the services of any insurer

or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.

- b) The Subrecipient shall assure that the project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Subrecipient shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with CDA guidance on conflict of interest and the HICAP Program Manual.
- c) The Subrecipient shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Subrecipient shall assure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Subrecipient from soliciting program contributions from entities that do not pose a conflict of interest.

20. Assure full compliance with PM 19-08, to include:

- a) All HICAP volunteers and staff members in positions of trust are subject to a background and national-level criminal record check.
- b) The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments.
- c) Subrecipient shall assure full compliance with the federal Volunteer Risk and Program Management (VRPM) requirements.

21. The Subrecipient shall assure full compliance with 2 CFR 200.216.

The Subrecipient is prohibited from the direct or indirect use of funds to:

- a) Procure or obtain,
- b) Enter into contract to procure or obtain; or
- c) Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries and affiliates.

**D. Publication**

Materials published or transferred by the Subrecipient and financed with funds under this Contract shall:

1. Use the SHIP Logo and Tagline on all HICAP publications, including websites.
2. Include the express acknowledgment on all SHIP public information materials, **“This project was supported, in part, by grant number 90SAPG0094-03-00 from the U.S. Administration for Community Living, Department of Health and Human Services, Washington D.C. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefor, necessarily represent official Administration for Community Living policy.”**
3. The grant number may change at any time. Any changes to the publication acknowledgement language, including, but not limited to updates to the grant number, will be communicated to the Subrecipient by the OoA and/or CDA.

**E. Volunteer Coordinator**

For the duration of the State HI-2122 Agreement:

1. The HICAP shall ensure that the equivalent of at least one full-time paid Volunteer Coordinator shall assist the HICAP Program Manager in coordinating the activities of volunteers.
2. The full-time paid Volunteer Coordinator shall supersede the prior requirement for a half-time paid Volunteer Coordinator.

**F. Meals**

Funds may not be used for Meals except for the following:

1. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement.
2. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.
3. When providing training events for HICAP staff and all the following conditions are met:
  - a) The HICAP training event is at least four (4) hours in length.

- b) The agenda for the training does not include a designated lunch break (i.e., working lunch).
- c) All attendees sign an attendance sheet to confirm their participation throughout the training.

**G. Data and Reporting Provisions**

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

1. Have written procedures to ensure that all submitted performance data is timely, complete, accurate, and verifiable prior to submission to the County.
  - a) Written procedures shall include but not limited to:
    - a. Participant records are kept and stored in a confidential manner.
    - b. Collection and reporting of program data.
    - c. Accuracy of data.
    - d. Verification of data prior to submission to the County.
    - e. Procedures on correcting data errors.
    - f. A methodology for calculating and reporting:
      - i. Total estimated unduplicated clients in each non-registered service.
      - ii. Total estimated unduplicated clients in all non-registered services.
      - iii. Total estimated unduplicated clients across all registered and non-registered services.
    - g. Performance data monitoring process.
    - h. Accuracy and authenticity of the number of eligible participants served each day.
2. Maintain and adhere to data system software and encrypted portable computer device updates, and interface capability requirements for each computer located within the facility, as specified in the Contract and required by County.
3. Ensure data is collected for the unmet need, as requested by CDA and/or County.
  - a) Subrecipient must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for:
    - a. Pre-screening individuals to determine eligibility.
    - b. Managing applicants' placement on and removal from Wait List.
    - c. Periodically reviewing the eligibility and identified needs of applicants on the Wait List.
    - d. Assigning priority for enrollment based on Wait List.
4. Orient and train staff regarding program data collection and reporting requirements. Have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.



5. Establish procedures which ensure the accuracy and authenticity of the number of eligible participants served each day.
6. Maintain appropriate documentation on each participant.
7. Maintain participant records to prevent data breaching and unauthorized participant information disclosure. Information about, or obtained from a participant's records, shall be maintained in a confidential manner.
8. All fiscal and program data must be reported monthly. All reports are due to County by the 20<sup>th</sup> day of the month following the month of service, unless otherwise approved by the County.
9. Maintain support files including, but not limited to, invoices, payroll, intake forms, and any other supporting documents to substantiate monthly reports.
10. Maintain records, by month, that support claimed in-kind expenditures.
11. Develop a cost allocation plan that explains the methods used to allocate costs for programs funded by County.
12. Develop, prepare, and submit intake forms for approval by the County within the first thirty (30) days of the start of this Contract via email to the [OoADDataTeam@occr.ocgov.com](mailto:OoADDataTeam@occr.ocgov.com).
13. For reports that will be submitted late, send an explanation including the reason(s) for the delay and the estimated date of submission twenty-four (24) hours prior to the due date to the [OoADDataTeam@occr.ocgov.com](mailto:OoADDataTeam@occr.ocgov.com).
14. Verify the accuracy of data submitted to the County by correcting and/or explaining all questionable discrepancies in the quarterly Performance Data Analysis Report within ten (10) days of receiving the report.

#### **H. Reporting Provisions Specific to HICAP**

Subrecipient shall ensure that program data is entered into the Statewide HICAP Automated Reporting Program (SHARP) in accordance with CDA requirements [Welf. & Inst. Code § 9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable.

1. Subrecipient shall review and approve program performance data entered into SHARP.

2. Subrecipient shall review and approve performance data, and submit programmatic data using SHARP for the reporting periods as follows:

<b>Reporting Period</b>	<b>Due Date</b>
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15
July 1 – July 30	August 15
August 1 – August 31	September 15
September 1 – September 30	October 15
October 1 – October 31	November 15
November 1 – November 30	December 15
December 1 – December 31	January 15
January 1 – January 31	February 15
February 1 – February 28	March 15
March 1 – March 31	April 15

3. Subrecipient shall train and orient staff regarding program data collection and reporting requirements. Subrecipient shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data. [45 CFR 1321.55(b)]

#### **I. Transition Plan**

In the event of a change in HICAP providers, Subrecipient shall be available to complete any open cases or transactions during the transition period. This shall include Medicare appeals and timelines with the Centers for Medicare & Medicaid Services or hearing officers.

The Subrecipient shall submit a transition plan to OoA within fifteen (15) days of OoA's written Notice of Termination or Subrecipient's Notice of Intent to Terminate. The transition plan must be approved by CDA and shall at a minimum include the following:

1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new Subrecipient.
2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new Subrecipient.
3. A description of how clients will be notified about the change in and continuation of, their HICAP services.
4. A description of how communications with other HICAP sites, local agencies and advocacy organizations shall be made to assist in locating alternative services as needed.
5. A description of how community referral sources will be informed of the pending termination of this HICAP Contract and the transition and provision of services.

6. A description of how sensitive and confidential records will be transferred.
7. A description of adequate staff to provide continued service through the term of the existing Contract. [22 CCR 7206(e)(4)]
8. A plan to conduct a property inventory and transfer, or return to OoA/CDA all equipment purchased with HICAP funds as directed by OoA/CDA.
9. Additional information as necessary to effect a safe transition of clients from the outgoing provider to the new provider.

Subrecipient shall submit a transition plan to OoA upon written Notice of Termination from OoA or Notice of Intent to Terminate by Subrecipient. Subrecipient shall submit the transition plan to OoA at least fifteen (15) days prior to the termination of the Contract. The transition plan must be approved by OoA and CDA prior to implementation.

Subrecipient shall implement the transition plan as approved by OoA and CDA.

## **PAYMENT/COMPENSATION**

### **1. COMPENSATION:**

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$424,223 for 9-months (July 1, 2022 – March 31, 2023) as set forth in Attachment A-9 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 April 10<sup>th</sup> in one lump sum.

Program Invoice(s):

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

### 3. INVOICING INSTRUCTIONS:

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

The Demand Letter/Invoice must include

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

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

### 4. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the fifteenth (15th) day of each month, showing the prior month's actual expenditures. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. If 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 the 8<sup>th</sup> month invoice and the 9<sup>th</sup> 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. Any late submission for the July thru January invoices will result in a technical assistance finding during program monitoring.
- G. Total Monthly Costs may exceed one-ninth 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-ninth of the Maximum Obligation.

## 5. BUDGET REVISIONS & BUDGET MODIFICATIONS

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

## 6. 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.

## **7. CLOSE-OUT DEADLINES**

- A. The 8<sup>th</sup> month invoice is due on the 10<sup>th</sup> of March 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. The 9<sup>th</sup> month close-out invoice is due on the 10<sup>th</sup> of April 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.
- C. Request for budget modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for February and March invoices and will only be allowed at the County's discretion.
- D. Subrecipient must submit March invoice estimates by the 10<sup>th</sup> of March. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the February and March invoices will result in a corrective monitoring finding, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.

## **8. 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.

## **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 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

### Council on Aging Southern California

#### Health Insurance Counseling and Advocacy Program (HICAP)

#### 1. Subrecipient's Budget:

HICAP (July 1, 2022 to March 31, 2023)

Administrative Costs	\$49,150
Program Costs	
Personnel (Salaries and Benefits)	\$195,693
Services and Supplies	\$179,380
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	N/A
Total Budgeted Costs	\$424,223

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

Budgets contained in Attachment C of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors and/or the County – but prior to submission of July 2022 invoices, a detailed budget must be submitted to the Office on Aging office for approval. Budget templates will be provided by the Office on Aging. Invoices shall be submitted based upon these detailed budgets.

Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Revision Request form provided by Contract Administrator. Subrecipient must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of any Budget/Staffing Revision Request(s) from Contract Administrator prior to implementation by Subrecipient.

2. The above Cost Categories is an overview of the actual budget approved by the Office on Aging. Subrecipient shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to Subrecipient from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.
3. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The

Subrecipient's *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall include, at a minimum, the following items when reimbursable and applicable under this Contract:

- a) Personnel Costs – monthly, weekly, or hourly rates, as appropriate, and personnel classifications together with the percentage of time to be charged to these programs.
- b) Fringe Benefits.
- c) Contractual Costs – subcontract and consultant cost detail.
- d) Indirect Costs.
- e) Rent – specify square footage and rate.
- f) Supplies.
- g) Equipment – detailed descriptions and unit costs.
- h) In State Travel – mileage reimbursement rate, lodging, per diem, and other costs.
- i) Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem, and other costs.
- j) Other Costs – a detailed list of other operating expenses.

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

- a) OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
- b) Titles III and VII federal Program OTO funds shall only be used for the following purposes:
  - i. The purchase of equipment that enhances the delivery of services to the eligible service population.
  - ii. Home and community-based projects that are approved in advance by OoA and CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
  - iii. Innovative pilot projects that are approved in advance by OoA and CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
  - iv. OTO funds can be used to maintain or increase baseline services. However, Subrecipient shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance OoA and/or CDA approval.
  - v. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

#### **5. Matching Contributions**

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

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

## **6. Indirect Costs**

- a) The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subrecipient's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Subrecipient's MTDC per funding category.
- b) Subrecipients requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
- c) Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purpose of meeting matching requirements in Title III and VII programs only. Subrecipients must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

## **7. Program Income**

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

- Voluntary contributions received from a participant or responsible party as a result of the service(s).
  - Income from usage or rental fees of real or personal property acquired with funds provided under this Contract.
  - Royalties received on patents and copyrights from contract-supported activities.
  - Proceeds from the sale of items fabricated under a contract agreement.
- a) Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- b) Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.
- c) For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds and may reduce the total amount of contract funds payable to the Subrecipient.
- d) Program Income may not be used to meet the matching requirements of this Contract.
- e) Program Income must be used to expand baseline services.

## **8. Allocation Transfers**

- a) Subrecipient shall submit a request to OoA to transfer federal or State funds between Title IIIB, C1, and C2 programs in accordance with federal and State regulations.
- b) Transfer of federal baseline funds is allowable between Titles IIIB and IIIC in accordance with OAA § 308(b)(5)(A) and between Titles IIIC1, and IIIC2 in accordance with OAA § 308(b)(4)(A),
- c) Transfer of State funds is allowable between Title IIIC1 General Fund and Title III C2 General Fund.
- d) Allocation transfers are due to OoA as determined by County/State.

STATE OF CALIFORNIA

**CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT**

DGS OLS 04 (Rev. 01/17)

Attachment C  
EXHIBIT 7DEPARTMENT OF GENERAL  
SERVICES OFFICE OF LEGAL  
SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
Council on Aging - Southern California, Inc.	95-2874089

By (Authorized Signature)

DocuSigned by:  
  
 E7B2A9997A7447D

Printed Name and Title of Person Signing

Lisa Wright Jenkins      President & CEO

Executed in the County of	Executed in the State of
Orange	CA

Date Executed

10/5/2022