



TWELFTH AMENDMENT

CONTRACT No. 20-27-0048

BETWEEN THE COUNTY OF ORANGE

AND

COUNCIL ON AGING - SOUTHERN CALIFORNIA

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

**CFDA #93.041 / FAIN #2201CAOAEA-01
SPECIAL PROGRAMS FOR THE AGING, TITLE VII,
CHAPTER 3, PROGRAMS FOR PREVENTION OF ELDER ABUSE, NEGLECT, AND
EXPLOITATION,**

**CFDA #93.042 / FAIN #2201CAOAOM-01
SPECIAL PROGRAMS FOR THE AGING, TITLE VII, CHAPTER 2,
LONG TERM CARE OMBUDSMAN SERVICES FOR OLDER INDIVIDUALS AND**

**CFDA #93.044 / FAIN #2201CAOASS-01
SPECIAL PROGRAMS FOR THE AGING, TITLE III, PART B, GRANTS
FOR SUPPORTIVE SERVICES AND SENIOR CENTERS:**

ELDER ABUSE PREVENTION AND OMBUDSMAN SERVICES

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

RECITALS

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

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

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

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

WHEREAS, on May 25, 2021, the County executed the Third 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 \$1,244,002 under FY 2021-22 for a total cumulative Contract amount of \$2,639,244; and replaced Attachment B-2, Compensation/Payment, with Attachment B-3; and replaced Attachment C-2, Budget, with Attachment C-3; and replaced Attachment D-1, Staffing Plan with Attachment D-2; 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 June 22, 2021, the County executed the Fourth Amendment to the original Contract for the period of July 1, 2020 through June 30, 2021; and made a minor modification to the Paragraph 42 of the contract; and replaced Attachment C-3, Budget Schedule, with Attachment C-4; and replaced Attachment D-2, Staffing Plan with Attachment D-3; and

WHEREAS, on July 17, 2021, the County executed the Fifth 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 \$46,117 under FY 2021-22 for a new maximum obligation amount of \$1,290,119; and replaced Attachment A-2, Scope of Services, with Attachment A-3; and replaced Attachment B-3, Compensation/Payment, with Attachment B-4; and replaced Attachment C-4, Budget, with Attachment C-5; and replaced Attachment D-3, Staffing Plan with Attachment D-4; and replaced Attachment E-1, Performance Standards, with Attachment E-2; and replaced Attachment F-3, Federal Award Identification, with Attachment F-4; and

WHEREAS, on October 7, 2021, the County executed the Sixth 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 \$65,752 under FY 2021-22 for a new maximum obligation amount of \$1,355,871; and replaced Attachment B-4, Compensation/Payment, with Attachment B-5; and replaced Attachment C-5, Budget, with Attachment C-6; and

WHEREAS, on February 7, 2022, the County executed the Seventh Amendment to the original Contract effective January 1, 2022; and replaced Attachment C-6, Budget, with Attachment C-7; and replaced attachment D-4, Staffing Plan, with Attachment D-5; and

WHEREAS, on March 25, 2022, the executed the Eighth Amendment to original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of \$41,891 under FY 2021-22 for a new maximum obligation amount of \$1,397,762; and replaced Attachment A-3, Scope of Services, with Attachment A-4; and replaced Attachment B-5,

Payment/Compensation, with Attachment B-6; and replaced Attachment C-7, Budget Schedule, with Attachment C-8; and replaced Attachment D-5, Staffing Plan with Attachment D-6; and replaced Attachment F-4, Federal Award Identification, with Attachment F-5; and

WHEREAS, on May 24, 2022, the County executed the Ninth Amendment to the original Contract to renew the Contract for an additional one-year period effective July 1, 2022 through June 30, 2023; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of \$1,397,762 under FY 2022-23 for a cumulative Contract total amount of \$4,190,766; and made other minor modifications to the Contract; and replaced Attachment A-4, Scope of Services, with Attachment A-5; and replaced Attachment B-6, Payment/Compensation, with Attachment B-7; and replaced Attachment C-8, Budget Schedule, with Attachment C-9; 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 June 17, 2022, the County executed the Tenth Amendment to the original Contract effective June 1, 2022, under FY 2021-22 (July 1, 2021 through June 30, 2022); and replaced Attachment C-9, Budget Schedule, with Attachment C-10; and replaced Attachment D-7, Staffing Plan with Attachment D-8; and

WHEREAS, on August 12, 2022, the County executed the Eleventh Amendment to the original Contract effective July 1, 2022 and reduced the Contract by the monetary amount of \$104,345 under FY 2022-23 for a new maximum obligation amount of \$1,293,417; and replaced Attachment B-7, Payment/Compensation, with Attachment B-8; and replaced Attachment C-10, Budget, with Attachment C-11; and replaced Attachment D-8, Staffing Plan, with Attachment D-9; and replaced Attachment F-6, Federal Award Identification, with Attachment F-7; and

WHEREAS, the County now desires to issue the Twelfth Amendment to the original Contract; and make a minor modification to Paragraph 55 of the original Contract; and replace Attachment A-5, Scope of Services, with Attachment A-6; and replace Attachment B-8, Payment/Compensation, with Attachment B-9; and replace Attachment C-11, Budget Schedule, with Attachment C-12; and

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

1. 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 ~~Executive Order~~ 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.”

2. Attachment A-5, Scope of Services, shall be replaced with Attachment A-6.
3. Attachment B-8, Payment/Compensation, shall be replaced with Attachment B-9.
4. Attachment C-11, Budget Schedule(s), shall be replaced with Attachment C-12.


5. 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 Twelfth Amendment on the dates with their respective signatures:

*Council on Aging – Southern California

By: 
DocuSigned by:
E7B2A0007A7447D...
 Name: Lisa Wright Jenkins
(Print)
 Title: President & CEO
 Dated: 9/28/2022

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.


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:
74000D92EE65457...
 DEPUTY COUNTY COUNSEL

Dated: 9/22/2022

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.

| Hours of Operation | |
|---------------------------|-----------------------|
| 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.

| County Observed Holidays | |
|---------------------------------|----------------------------|
| 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.

C. Subrecipient's Records

1. Subrecipient shall keep true and accurate accounts, records, financial and 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, PSCI such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.
 - c) "Personal Identifying information" shall include, but not be limited to name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
 - d) Subrecipient shall not use 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 H, 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.
 - e) All new and previously acquired vehicles purchased with CDA funds (all or a portion of) must list the *County of Orange Office on Aging* as lienholder on the title of the vehicles.
 - f) All property reported on the CDA 32 Form prior to July 1, 2020 must continue to be reported until the Subrecipient has obtained approval to dispose from OoA and CDA.
3. Additions, improvements, and betterments to assets meeting all of the conditions in Section B, above, must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
4. Intangibles are property, which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
5. Subrecipient shall keep track of property purchased with funds from this Contract and submit to County a Property Acquisition Form (CDA 9023), in electronic form, for all property furnished or purchased with funds awarded under the terms of this Contract, as instructed by County or CDA. Subrecipient shall submit and certify their reported property inventory annually to County unless otherwise directed by Administrator.

6. Subrecipient shall record, at a minimum, the following information when property is acquired:
 - a) Date acquired
 - b) Item description (include model number)
 - c) CDA tag number
 - d) Serial number (if applicable)
 - e) Purchase cost or other basis of valuation
 - f) Fund source
7. Disposal of Property:
 - a) Prior to disposal of any property purchased with funds from this Contract or any predecessor Contract, Subrecipient must obtain approval from CDA for reportable property. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Subrecipient shall email to County the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct County on disposition of the property, and County will notify Subrecipient. Once approval for disposal has been received from CDA, and the County has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subrecipient's inventory report.
 - b) Subrecipient must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
8. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Subrecipient shall promptly notify OoA.
9. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the Parties.
10. Subrecipient shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subrecipient has complied with all written instructions from County regarding the final disposition of the property.
11. In the event of Subrecipient's dissolution or upon termination of this Contract, Subrecipient shall provide a final property inventory to County. The State reserves the right to require Subrecipient to transfer such property to another entity or to the State.

12. To exercise the above right, no later than 120 days after termination of this Contract or notification of Subrecipient's dissolution, County will issue specific written disposition instructions to Subrecipient.
13. Subrecipient shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Subrecipient shall use it, if needed, and with written approval of County for other purposes in this order:
 - a) Another CDA program providing the same or similar service
 - b) Another CDA-funded program
14. Subrecipient may share use of the property and equipment or allow use by other programs, upon written approval from County. As a condition of the approval, County may require reimbursement under this Contract for its use.
15. Subrecipient shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
16. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

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, 40 USC 3145]
 - Davis-Bacon Act. [40 USC 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.
In State:
 - a) Mileage/Per Diem (meals and incidentals)/Lodging – <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
 - b) Out of State - <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

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

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 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.
19. Comply with all privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA).

III. ELDER ABUSE PREVENTION EXPECTATIONS & REQUIREMENTS

A. Definitions:

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

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

1. Ensure services are provided only to the Eligible Service Population.
2. Provide program information and assistance to the public.
3. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.
4. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subrecipient shall make every effort to meet the approved goals and objectives stipulated in Attachment E (Performance Standards) of this contract. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from the Office on Aging.

5. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
6. Secure the opportunity for eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
8. Not require proof of age, citizenship, or disability as a condition of receiving services.
9. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
10. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
11. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective services program, State and local law enforcement systems, and courts of competent jurisdiction;
12. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect and exploitation in the PSA;
13. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
14. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;
15. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
16. Conduct special and ongoing training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

17. Provide support and technical assistance to Subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
18. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by OoA and CDA.
19. Subrecipient shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the Local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.
20. Subrecipient shall assure that its call center staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
21. Assure publication conditions are met. Materials published or transferred by the Subrecipient and financed with funds under this Contract shall:
 - a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
 - b. give the name of the entity, the address, and telephone number at which the supporting data is available and
 - c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

D. 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:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
 - g) Performance data monitoring process.
 - h) Accuracy and authenticity of the number of eligible participants served each day.
2. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations.
 - A. Make every effort to meet the approved goals and objectives stipulated in Attachment E (Performance Standards) of this contract.
 - B. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from the County.
3. Maintain and adhere to data system software and encrypted portable computer device updates, and interface capability requirements for each computer located within the facility, as specified in the Contract and required by County.
4. Ensure data is collected for the unmet need, as requested by CDA and/or County.
 - A. 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.
5. Orient and train staff regarding program data collection and reporting requirements. Have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
6. Establish procedures which ensure the accuracy and authenticity of the number of eligible participants served each day.

7. Maintain appropriate documentation on each participant.
8. Maintain participant records to prevent data breaching and unauthorized participant information disclosure. Information about, or obtained from a participant's records, shall be maintained in a confidential manner.
9. All fiscal and program data must be reported monthly. All reports are due to County by the 15th day of the month following the month of service, unless otherwise approved by the County.
10. Maintain support files including, but not limited to, invoices, payroll, intake forms, and any other supporting documents to substantiate monthly reports.
11. Maintain records, by month, that support claimed in-kind expenditures.
12. Develop a cost allocation plan that explains the methods used to allocate costs for programs funded by County.
13. Develop, prepare, and submit intake forms for approval by the County within the first thirty (30) days of the start of this Contract via email to the OoADDataTeam@occr.ocgov.com for Title III B (with the exception of Title III B Senior Activities and Cash Material Aid), Title III C, and Title III E services.
14. For reports that will be submitted late, send an explanation including the reason(s) for the delay and the estimated date of submission twenty-four (24) hours prior to the due date to the OoADDataTeam@occr.ocgov.com.
15. Enter service deliveries, participant counts, and program expenditures into the OoA Data Portal by the 15th day of the month following the month of service, unless otherwise approved by the County for Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program.
16. Verify the accuracy of data submitted to the County by correcting and/or explaining all questionable discrepancies in the quarterly Performance Data Analysis Report within ten (10) days of receiving the report.
17. Reporting provisions specific to Title VII-A, Elder Abuse
 - A. Complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) via email to the OoADDataTeam@occr.ocgov.com on the following reporting due dates:

| Quarter | Reporting Period | Due Date |
|-----------|-------------------------|--------------------------|
| Quarter 1 | July 1 – September 30 | October 15 th |
| Quarter 2 | October 1 – December 31 | January 15 th |

| | | |
|-----------|----------------------|------------------------|
| Quarter 3 | January 1 – March 31 | April 15 th |
| Quarter 4 | April 1 – June 30 | July 15 th |

E. Transition Plan

Subrecipient shall submit a transition plan to OoA within fifteen (15) days of delivery of a written Notice of Termination for a service funded either by Title III or Title VII. The transition plan must be approved by the OoA and CDA and shall at a minimum include the following:

1. A description of how clients will be notified about the change in their service provider.
2. A plan to communicate with other organizations that can assist in locating alternative services.
3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
4. A plan to evaluate clients in order to assure appropriate placement.
5. A plan to transfer any confidential medical and client records to a new contractor.
6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
9. Additional information as necessary to effect a safe transition of clients to other community service providers.

The Subrecipient shall implement the transition plan as approved by OoA and CDA. OoA will monitor the Subrecipient's progress in carrying out all elements of the transition plan.

If Subrecipient fails to provide and implement a transition plan as required by Attachment A. III. G., the Subrecipient will implement a transition plan submitted by OoA/CDA to the Subrecipient following the Notice of Termination.

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

A. **Definitions:**

1. **Title III-B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
2. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), hereinafter referred to as residents, regardless of their age, socio-economic status or area of residence. [OAA §§ 102(35), 321(a) (10), 711(6); Welf. & Inst. Code § 9701(b), (e)]
3. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
4. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A)] [45 CFR 1324.1] [Welf. & Inst. Code § 9701(a)]
5. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established by CDA to carry out the State Long-Term Care Ombudsman Program both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of ombudsman services. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical

assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]

6. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman serve as a representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
7. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B)] [45 CFR 1324.1] [Welf. & Inst. Code § 9700]
8. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(a)(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]
9. **Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

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:
 - g. Interpreters or bilingual providers and provider staff.
 - h. Contracts with interpreter services.
 - i. Use of telephone interpreter lines.
 - j. Sharing of language assistance materials and services with other providers.
 - k. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - l. 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 ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:

1. Ensure services are provided only to the Eligible Service Population.
2. Provide program information and assistance to the public.
3. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.
4. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subrecipient shall make every effort to meet the approved goals and objectives stipulated in Attachment E (Performance Standards) of this contract. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from the Office on Aging.
5. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
6. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B)..

7. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
8. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D)
9. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
10. Distribute and maintain up-to-date Office on Aging requirements so that all responsible persons have ready access to standards, policies, and procedures.
11. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1324.19(a)(2)] [Welf. & Inst. Code § 9701(a), 9712.5(b)]
12. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1324.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]
13. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must act with appropriate consent and support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(a), 1324.19(b)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
14. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In the absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(iv); 45 CFR 1324.19(b)(2)(iii)]
15. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47 [Welf. & Inst. Code § 15630 et seq.]
16. Develop an ongoing partnership with the Department of Health and Human Services and the Community Care Licensing Division of the Department of Social Services; and ensure that all participating ombudsmen are equipped with the proper

resources in reporting or reaching out to these agencies regarding potential code violations.

17. Witness:

- a) Advance health care directives for residents of skilled nursing facilities [Probate Code 4675]
- b) Property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and member of their immediate families. [HSC § 1289]

18. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)]

19. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]

20. Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulation, and other governmental policies and actions, that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]

21. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1324.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]

22. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii)] [45 CFR 1324.19(a)(7)]:

- a) Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
- b) Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
- c) Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
- d) Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]
- e) Refer other individuals' complaints and concerns regarding the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5 (a)(2)]

23. Conduct training sessions to certify new volunteer/paid ombudsman.
24. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
25. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A); 45 CFR 1324.11(e)(2)(i); Welf. & Inst. Code § 9722(a); 22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a); 22 CCR 8020(b)]
26. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]
27. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
28. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(6)(B); 45 CFR 1324.13(c)(3); Welf. & Inst. Code § 9719(a)]
29. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures. [OAA §§ 705(a)(6)(C); 712] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
30. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(8); 45 CFR

1324.13(h)(10); Welf. & Inst. Code § 9717(c); Statewide Standards for Legal Assistance in California]

31. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the OoA specific to the Ombudsman Program. [45 CFR 1324.13(f)]
32. The Local Ombudsman Program Coordinator shall provide CDA and OoA with an organizational chart that includes:
 - a. All local staff that are wholly or partly funded by Ombudsman Program resources.
 - b. Their titles/roles within the Program.
 - c. The number of hours per week charged to the Local Ombudsman Program for each position.

[45 CFR 1324.13(b)(c)]
33. The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
34. The Local Ombudsman Program Coordinator shall inform OoA/CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues. [45 CFR 1324.13(b), (c)]
35. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 712(a)(3)(D); 45 CFR 1324.19(b)(2)(i); Welf. & Inst. Code §§ 9725; 15633(c)]
36. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from OoA/CDA. [OAA § 712(c); 45 CFR 1324.13(d); Welf. & Inst. Code § 9716(a)]
37. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

D. 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:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
 - g) Performance data monitoring process.
 - h) Accuracy and authenticity of the number of eligible participants served each day.
2. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations.
 - A. Make every effort to meet the approved goals and objectives stipulated in Attachment E (Performance Standards) of this contract.
 - B. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from the County.
3. Maintain and adhere to data system software and encrypted portable computer device updates, and interface capability requirements for each computer located within the facility, as specified in the Contract and required by County.
4. Ensure data is collected for the unmet need, as requested by CDA and/or County.
 - A. 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.

5. Orient and train staff regarding program data collection and reporting requirements. Have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
6. Establish procedures which ensure the accuracy and authenticity of the number of eligible participants served each day.
7. Maintain appropriate documentation on each participant.
8. Maintain participant records to prevent data breaching and unauthorized participant information disclosure. Information about, or obtained from a participant's records, shall be maintained in a confidential manner.
9. All fiscal and program data must be reported monthly. All reports are due to County by the 15th day of the month following the month of service, unless otherwise approved by the County.
10. Maintain support files including, but not limited to, invoices, payroll, intake forms, and any other supporting documents to substantiate monthly reports.
11. Maintain records, by month, that support claimed in-kind expenditures.
12. Develop a cost allocation plan that explains the methods used to allocate costs for programs funded by County.
13. Develop, prepare, and submit intake forms for approval by the County within the first thirty (30) days of the start of this Contract via email to the OoADataTeam@occr.ocgov.com for Title III B (with the exception of Title III B Senior Activities and Cash Material Aid), Title III C, and Title III E services.
14. For reports that will be submitted late, send an explanation including the reason(s) for the delay and the estimated date of submission twenty-four (24) hours prior to the due date to the OoADataTeam@occr.ocgov.com.
15. Enter service deliveries, participant counts, and program expenditures into the OoA Data Portal by the 15th day of the month following the month of service, unless otherwise approved by the County for Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program.
16. Verify the accuracy of data submitted to the County by correcting and/or explaining all questionable discrepancies in the quarterly Performance Data Analysis Report within ten (10) days of receiving the report.
17. Reporting Provisions Specific to Title VII Ombudsman

- A. Subrecipient must continue maintaining records and documentation to support the charges against federal awards.
- B. Subrecipient must document all activities, cases, and complaints in accordance with the National Ombudsman Reporting System (NORS) data collection requirements and that this data is routinely entered in the states' reporting software (ODIN):

| Quarter | Reporting Period | Due Date |
|----------------|-------------------------|-----------------|
| Quarter 1 | October 1 – December 31 | January 31 |
| Quarter 2 | January 1 – March 31 | April 30 |
| Quarter 3 | April 1 – June 30 | July 31 |
| Quarter 4 | July 1 – September 30 | October 31 |

- C. The Subrecipient shall take the following actions to enter data into the Internet-based NORS utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.
- D. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data may be sent to the corresponding AAA.
- E. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the County.

E. Transition of Local Ombudsman Services

- 10. Subrecipient shall notify the State Ombudsman in writing of their intent to terminate Ombudsman services within one (1) working day of notifying the OoA.
- 11. Subrecipient, upon notifying the State Ombudsman and OoA of termination of Ombudsman services, shall implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:
 - Continue the provision of mandated Ombudsman services as a Subcontractor with a provider selected by OoA in response to a Request for Proposal (RFP). OoA shall allow Subrecipient up to one hundred eighty (180) days to transition services to a new Subrecipient.

- Continue the provision of mandated Ombudsman services as a direct service of the Subrecipient. OoA shall allow the Subrecipient up to one hundred eighty (180) days to transition services from the Subrecipient to the OoA.

F. Transition Plan – Ombudsman Services

1. The Subrecipient shall submit a Transition Plan to OoA within fifteen (15) days from the occurrence of any of the following:
 - Subrecipient's submission of written notice of intent to terminate Ombudsman services with OoA.
 - OoA written notice of intent to terminate Ombudsman services with Subrecipient.
 - The Transition Plan shall be submitted to OoA.
2. The Subrecipient shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
 - Continue the mandated Ombudsman provisions as a direct service, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by Subrecipient and designated by the State Ombudsman to represent the Local Ombudsman Program.
 - Continue mandated Ombudsman provisions as a Subcontractor with a subsequent provider selected by OoA in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.
3. The Transition Plan shall, at a minimum, include the following:
 - Details of how the Subrecipient shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
 - Details of how the Subrecipient shall notify all the impacted facilities and community referral sources of the changes in the parties providing Local Ombudsman services.
 - Details of how the Subrecipient shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records,

public facility records, and records documenting Ombudsman certification and training.

- A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
 - A description of how resident and their families will be notified about the changes in their Ombudsman services provider.
4. Subrecipient shall implement the Transition Plan as approved by the OoA and the State Ombudsman. The OoA and State Ombudsman will monitor the Subrecipient's progress in carrying out all elements of the Transition Plan.
 5. If the Subrecipient fails to provide and implement the Transition Plan as required above, the Subrecipient agrees to implement a Transition Plan submitted by the OoA and State Ombudsman to the Subrecipient. The Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subrecipient or from a neighboring Local Ombudsman Program.

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$1,293,417 for 12-months (July 1, 2022 – June 30, 2023) as set forth in Attachment A-6 Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENT TERMS:

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

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

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

Program Invoice(s):

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

3. INVOICING INSTRUCTIONS:

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

The Demand Letter/Invoice must include:

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

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

4. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the 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 11th month invoice and the 12th month close-out invoice.
- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.

- D. No payments will be made for costs incurred by 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 April invoices will result in a technical assistance finding during program monitoring.
- G. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the Project Manager, or her designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

5. 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 April 30th 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 11th month invoice is due on the 10th of June 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 12th month close-out invoice is due on the 10th of July without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- C. Request for budget modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for May and June invoices and will only be allowed at the County's discretion.
- D. Subrecipient must submit June invoice estimates by the 10th of June. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the May and June 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**Elder Abuse Prevention and Ombudsman Programs****Title III-B and Title VII-A****1. Subrecipient's Budget (July 1, 2022 – June 30, 2023)****Elder Abuse Prevention VII-A**

| | |
|---|----------|
| Administrative Costs | \$6,184 |
| | |
| Program Costs | |
| Personnel (Salaries and Benefits) | \$63,138 |
| Services and Supplies | \$20,889 |
| Indirect Costs | \$0 |
| | |
| Total Match Funds (Cash and/or In-Kind) | N/A |
| Total Budgeted Costs | \$90,211 |

Ombudsman III-B

| | |
|---|-----------|
| Administrative Costs | \$121,495 |
| | |
| Program Costs | |
| Personnel (Salaries and Benefits) | \$526,255 |
| Services and Supplies | \$146,112 |
| Indirect Costs | \$0 |
| | |
| Total Match Funds (Cash and/or In-Kind) | \$8,392 |
| Total Budgeted Costs | \$793,862 |

Ombudsman VII-A

| | |
|---|-----------|
| Administrative Costs | \$15,240 |
| | |
| Program Costs | |
| Personnel (Salaries and Benefits) | \$88,421 |
| Services and Supplies | \$2,969 |
| Indirect Costs | \$0 |
| | |
| Total Match Funds (Cash and/or In-Kind) | N/A |
| Total Budgeted Costs | \$106,630 |

Ombudsman Special Initiative

| | |
|---|-----------|
| Administrative Costs | \$37,936 |
| | |
| Program Costs | |
| Personnel (Salaries and Benefits) | \$159,279 |
| Services and Supplies | \$105,499 |
| Indirect Costs | \$0 |
| | |
| Total Match Funds (Cash and/or In-Kind) | N/A |
| Total Budgeted Costs | \$302,714 |

**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 – annual Full-Time Equivalent (FTE) wage rates and personnel classifications specified for each program.
 - b) Fringe Benefits – specified for each program.

- c) Staff Travel - mileage reimbursement, lodging, per diem and other travel costs, specified for each program.
- d) Staff Training – attendance cost for necessary training, specified for each program.
- e) Property/Equipment - detailed descriptions and unit costs, specified for each program.
- f) Supplies - to include items below the \$5,000 equipment threshold, specified for each program.
- g) Consultant/Professional Services – specified for each program.
- h) Food – used in delivering Congregate and Home-Delivered Meals.
- i) Other - Facilities and other ordinary and necessary costs specified for each program.
- j) Indirect Costs.

4. One-Time Only (OTO) Funds

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

5. Matching Contributions

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

- a) Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
- 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 E
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) | |
| <div style="border: 1px solid black; border-radius: 50%; width: 150px; height: 50px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <div style="font-size: 0.8em; margin-bottom: 2px;">DocuSigned by:</div> <div style="font-family: cursive; font-size: 1.2em; margin: 0;">Lisa Wright Jenkins</div> </div> | |
| 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 | |
| 9/28/2022 | |