



CONTRACT NO. MA-012-23011443

FOR THE PROVISION OF

HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) SERVICES

BETWEEN

COUNTY OF ORANGE

AND

COUNCIL ON AGING – SOUTHERN CALIFORNIA, INC.

<u>CFDA#</u>	<u>FAIN#</u>	<u>PROGRAM/SERVICE TITLE</u>	<u>FUNDING AGENCY</u>
93.324	Pending	State Health Insurance Assistance Program (SHIP)	USDHHS, Administration for Community Living

Table of Contents

RECITALS..... 6

General Terms and Conditions:..... 9

    A.    Governing Law and Venue:..... 9

    B.    Entire Contract: ..... 9

    C.    Amendments: ..... 9

    D.    Intentionally left blank..... 9

    E.    Delivery:..... 9

    F.    Acceptance Payment: ..... 9

    G.    Warranty:..... 9

    H.    Patent/Copyright Materials/Proprietary Infringement:..... 10

    I.    Assignment: ..... 10

    J.    Non-Discrimination:..... 10

    K.    Termination:..... 10

    L.    Consent to Breach Not Waiver: ..... 11

    M.    Independent Subrecipient: ..... 12

    N.    Performance Warranty:..... 12

    O.    Insurance Requirements:..... 12

    P.    Changes:..... 15

    Q.    Change of Ownership/Name, Litigation Status, Conflicts with County Interest:..... 15

    R.    Force Majeure: ..... 16

    S.    Confidentiality:..... 16

    T.    Compliance with Laws: ..... 16

    U.    Intentionally left blank..... 17

    V.    Severability: ..... 17

    W.    Attorney Fees: ..... 17

    X.    Interpretation:..... 17

    Y.    Employee Eligibility Verification:..... 17

    Z.    Indemnification: ..... 17

    AA.   Audits/Inspections:..... 18

    BB.   Contingency of Funds:..... 18

    CC.   Expenditure Limit: ..... 18

Additional Terms and Conditions: ..... 18

    1.    Scope of Contract:..... 18

    2.    Term of Contract: ..... 18

    3.    Renewal:..... 19

    4.    Headings:..... 19

    5.    Maximum Obligation ..... 19

6. Amendments – Changes/Extra Work: ..... 19

7. Breach of Contract: ..... 19

8. Conditions Affecting Work: ..... 20

9. Conflict of Interest – Subrecipient’s Personnel: ..... 20

10. Conflict of Interest – County Personnel: ..... 20

11. Service Contract – Follow-On Work: ..... 20

12. Project Manager, County: ..... 20

13. Subrecipient’s Project Manager and Key Personnel:..... 20

14. Data – Title To: ..... 21

15. Licenses:..... 22

16. Disputes – Contract: ..... 22

17. EDD Independent Subrecipient Reporting Requirements: ..... 23

18. Errors and Omissions: ..... 23

19. Non-Supplantation of Funds: ..... 24

20. Satisfactory Work: ..... 24

21. Access and Records:..... 24

22. Signature in Counterparts:..... 24

23. Reports/Meetings: ..... 24

24. Subcontracting:..... 24

25. Equal Employment Opportunity:..... 25

26. Gratuities: ..... 25

27. Media Contact/News/Information Release: ..... 26

28. Notices: ..... 26

29. Ownership of Documents:..... 26

30. Precedence: ..... 26

31. Termination – Orderly: ..... 27

32. Default – Re-Procurement Costs: ..... 27

33. County Branding and Funding Source Identification Requirements: ..... 27

34. Debarment: ..... 28

35. Lobbying Certification:..... 28

36. Fraud:..... 28

37. Fiscal Appropriations: ..... 29

38. Fiscal Accountability:..... 29

39. Indirect Costs: ..... 29

40. Dissolution of Entity: ..... 30

41. Performance Standards: ..... 30

42. Payments ..... 32

43. Budget Schedule: ..... 33

44. Modification of Budget Schedule:..... 33

45. Annual Audit:..... 33

46. Audit Requirements: ..... 33

47. Non-Discrimination and Compliance Provisions: ..... 36

48. Drug Free Workplace: ..... 37

49. D-U-N-S Number and Related Information: ..... 37

50. Modification of Program Components and Service Levels: ..... 37

51. Complaint Resolution Process and Grievance Procedures for Participants: ..... 38

52. Sectarian Activities: ..... 39

53. Policies and Procedures: ..... 39

54. Sweat-free Code of Conduct:..... 39

55. S.W.A.G: ..... 39

56. Corporate Status: ..... 39

57. Compliance with Other Laws: ..... 39

58. Focal Points: ..... 41

59. Covenant Against Contingent Fees:..... 41

60. Cooperative Contract:..... **Error! Bookmark not defined.**

Signature Page..... 42

**ATTACHMENTS**

- Attachment A - Scope of Services
- Attachment B - Payment/Compensation
- Attachment C - Budget Schedule
- Attachment D – Staffing Plan
- Attachment E - Performance Standards
- Attachment F – Federal Award Identification

**EXHIBITS**

- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Debarment and Suspension Certificate
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – OC Community Resources Contract Reimbursement Policy
- Exhibit 6 – Focal Points
- Exhibit 7 – California Civic Rights Laws Certification

Contract No. MA-012-23011443  
with  
Council on Aging – Southern California, Inc.  
for  
Health Insurance Counseling and Advocacy Program (HICAP) Services

This Contract No. MA-012-23011443 for Health Insurance Counseling and Advocacy Program Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and Council on Aging – Southern California, Inc., D-U-N-S No. 053284159, a California non-profit corporation, with a place of business at 2 Executive Circle, Ste. 175, Irvine, CA 92614 (hereinafter referred to as “Subrecipient”), with the County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

### ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Services
- Attachment B – Payment/Compensation
- Attachment C – Budget Schedule
- Attachment D – Staffing Plan
- Attachment E - Performance Standards
- Attachment F – Federal Award Identification
- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Debarment and Suspension Certificate
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – OC Community Resources Contract Reimbursement Policy
- Exhibit 6 – Focal Points
- Exhibit 7 – California Civil Rights Laws Certification

### RECITALS

**WHEREAS**, Subrecipient and County are entering into this Contract for Health Insurance Counseling and Advocacy Program Services under a cost reimbursement Contract; and

**WHEREAS**, County solicited Contract for County of Orange Aging Program Services as set forth herein, and Subrecipient represented that it is qualified to provide Health Insurance Counseling and Advocacy Program Services to the County as further set forth herein; and

**WHEREAS**, Subrecipient agrees to provide Health Insurance Counseling and Advocacy Program Services to the County as further set forth in the Scope of Service, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Subrecipient based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

**WHEREAS**, Subrecipient agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

**WHEREAS**, Subrecipient agrees to provide staff set forth in Staffing Plan, attached hereto as Attachment D; and

**WHEREAS**, Subrecipient agrees to meet the Performance Standards requirements set forth in attached hereto as Attachment E; and

**WHEREAS**, the County Board of Supervisors has authorized the County Procurement Officer or Deputized designee to enter into a Contract for Health Insurance Counseling and Advocacy Program Services with the Subrecipient to carry out certain program services and activities for the Fiscal Year FY 2024-25.

**NOW, THEREFORE**, the Parties mutually agree as follows:

### **DEFINITIONS**

“Administrator” means the Executive Director, Orange County Office on Aging (“OoA” or “Office on Aging”), the designated Area Agency on Aging for Orange County, or designee thereof.

“Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)

“County’s Contract Administrator” means the Contract Manager who shall administer this Contract as is necessary or reasonable to comply with County policies.

“Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)

“DUNS Number:” A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>.

“Information & Assistance (I&A)” means the function of the Office on Aging that refers older adults to appropriate service and assistance agencies in Orange County.

“Program Income” means revenue generated by the Subrecipient or the Subcontractor from contract-supported activities and may include voluntary contributions received from a participant or other party for services received, income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, royalties received on patents and copyrights from contract-supported activities, or proceeds from the sale of goods created under a California Department of Aging (“CDA”) grant funds.

“Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.1 and 45 CFR 75.2).

“Recoverable cost” means the questioned cost identified from an audit.

"Subcontract" means any form of legal agreement between County and the Subcontractor, including an agreement that the County or Subcontractor would consider to be a contract, including vendor type agreements for providing good or services under this Contract .

“Subcontractor” and “subcontractor” means the legal entity that receives funds from the County to carry out any part of a federal award identified in this Contract.

“UEI Number and Related Information” means the Unique Entity Identifier - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.

## ARTICLES

### General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Intentionally left blank**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Subrecipient's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Subrecipient expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Subrecipient's part to indemnify, defend and hold County and County Indemnitees as identified in Paragraph Z below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders,



or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Subrecipient agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty, cost, expense or liability of any kind for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Subrecipient. Exercise by County of its right to terminate the Contract for cause or without cause shall relieve County of all further obligation, cost, expense or liability of any kind.
1. Termination for cause includes, among other things, the County's termination of the Contract in the event of:
    - i. A violation of the law or failure to comply in a timely manner with any condition of this Contract;
    - ii. Inadequate program performance;
    - iii. Failure to comply with reporting requirements;
    - iv. Evidence that Subrecipient is in such an unsatisfactory financial condition, as determined by County, as to endanger performance of this Contract, including the loss of other funding sources;
    - v. Delinquency in payment of taxes or the costs of performance of this Contract in the ordinary course of business;

- vi. Appointment of a trustee, receiver or liquidator for all or a substantial part of Subrecipient's property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against Subrecipient;
- vii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Subrecipient's assets or income;
- viii. Bankruptcy proceedings of Subrecipient;
- ix. Finding of debarment or suspension;
- x. Material change in Subrecipient's organizational structure;
- xi. Any breach of Contract,
- xii. Any misrepresentation, or fraud on the part of the Subrecipient;

County may terminate this Contract and be relieved of the payment of any compensation to Subrecipient.

In the event of such termination, County may proceed with the work for which this Contract provides in any manner deemed proper by County. The cost to County of completing the work for which this Contract provides shall be deducted from any sums due Subrecipient under this Contract but Subrecipient shall not be relieved of liability. Notwithstanding the above, Subrecipient shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Contract by Subrecipient, and County may withhold any payments to Subrecipient until such time as the exact amount of damages due County from Subrecipient is determined.

2. Termination for convenience. County may terminate this Contract, without cause, upon thirty (30) days written notice to Subrecipient, except County may terminate this Contract for failure of any of the funding contingencies set forth in Paragraph BB, Contingency of Funds, upon ten (10) days written notice to Subrecipient.
3. Return of funds. Subrecipient agrees that upon expiration or notice of termination of this Contract or dissolution of Subrecipient's entity, Subrecipient shall, immediately upon written demand, return to County all funds paid to Subrecipient by County, which are not payable for goods or services delivered prior to the termination or expiration of this Contract or the dissolution of Subrecipient's entity.
4. Cancellation of commitments/termination claim. After receipt of notice of termination, Subrecipient shall cancel outstanding commitments required by this Contract.
  - i. With respect to the above-cancelled commitments, Subrecipient agrees to provide, within ten (10) days of a notice of termination, a plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval of Administrator.
  - ii. Subrecipient shall submit a termination claim to Administrator promptly after receipt of a notice of termination, but in no event later than sixty (60) days from the effective date thereof unless an extension, in writing, is granted by Administrator.

**L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the

other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. **Independent Subrecipient:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County. Subrecipient will be responsible for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a Form 1099 by the County.
- N. **Performance Warranty:** Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Subrecipient shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Prior to the provision of services under this Contract, the Subrecipient agrees to carry all required insurance at Subrecipient's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Subrecipient agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Subrecipient shall ensure that all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall be covered under Subrecipient's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Subrecipient. Subrecipient shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Subrecipient under this Contract. It is the obligation of Subrecipient to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Subrecipient through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Subrecipient is self-insured, Subrecipient will indemnify the County for any and all claims resulting or arising from Subrecipient's services in accordance with the indemnity provision stated in this contract.

If the Subrecipient fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made or occurrence \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty	(Limit commensurate limit with exposure)

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, employees, and agents* as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, employees, and agents* when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Subrecipient shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Subrecipient's Professional Liability, Sexual Misconduct, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Subrecipient fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Subrecipient to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Subrecipient in writing of changes in the insurance requirements. If Subrecipient does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Subrecipient, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Subrecipient's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Subrecipient shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interest:** Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Subrecipient's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Subrecipient has the duty to notify the County in writing of any change in the Subrecipient's status with respect to name changes that do not require an assignment of the Contract. The Subrecipient is also obligated to notify the County in writing if the Subrecipient becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Subrecipient's performance under the Contract, as well as any potential conflicts of interest between Subrecipient and County that may arise prior to or during the period of Contract performance. While Subrecipient will be required to provide this information without prompting from the County any time there is a change in Subrecipient's name, conflict of interest or litigation status, Subrecipient must also provide an update to the County of its status in these areas whenever requested by the County.

The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Subrecipient, this obligation shall apply to the Subrecipient's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Subrecipient's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. **Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.
- T. **Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Subrecipient agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

**U. Intentionally left blank**

**V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

**X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

**Y. Employee Eligibility Verification:** The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or the County or County Indemnitees, any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**Z. Indemnification:** Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Subrecipient, its agents, employees, affiliates or subcontractors, pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.



**AA. Audits/Inspections:** Subrecipient agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Subrecipient for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Subrecipient's records before final payment is made.

Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Subrecipient agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Subrecipient agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Subrecipient cease to exist as a legal entity, the Subrecipient's records pertaining to this Contract shall be forwarded to the County's Project Manager.

**BB. Contingency of Funds:** Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon State or Federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or Federal government to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate upon ten (10) days written notice or modify this Contract without penalty.

**CC. Expenditure Limit:** The Subrecipient shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

### **Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Health Insurance Counseling and Advocacy Program (HICAP) Services from Subrecipient as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** This Contract shall commence upon April 1, 2024, and continue through March 31, 2025, unless otherwise terminated by the County in whole or in part.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for three (3) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. The costs for any renewal periods shall be substantially similar to the initial term of the Contract and continue to be reasonable and necessary for all renewals. In connection with a possible renewal, the County shall have the right to consider Subrecipient's actual expenditures, the units of service, the current cost policy standards, and changes in program requirements, and Subrecipient shall, upon the County's request, promptly provide to the County all documentation related to such items.
4. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
5. **Maximum Obligation:** The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$512,288, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment C.
6. **Amendments – Changes/Extra Work:** The Subrecipient shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient's concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient's ability to deliver services, or the project schedule, the Subrecipient will give County written notice no later than ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.

7. **Breach of Contract:** The failure of the Subrecipient to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Paragraph K herein;
  - b) Afford the Subrecipient written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Subrecipient for and during the period in which the Subrecipient is in breach; and
  - d) Offset against any monies billed by the Subrecipient but yet unpaid by the County those monies disallowed pursuant to the above.

8. **Conditions Affecting Work:** The Subrecipient shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
9. **Conflict of Interest – Subrecipient’s Personnel:** The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Subrecipient; the Subrecipient’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Subrecipient’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

The Subrecipient shall not use moneys provided under this Contract to pay or reimburse any staff person of Subrecipient or any consultant to Subrecipient, if such staff person or consultant is a member of the Board of Directors, or other official governing body, of Subrecipient. Subrecipient shall further be subject to the full texts of local, State and federal conflict of interest statutes applicable to this Contract.

10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.
11. **Service Contract – Follow-On Work:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.
12. **Project Manager, County:** The County shall appoint a Project Manager to act as liaison between the County and the Subrecipient during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Subrecipient.
13. **Subrecipient’s Project Manager and Key Personnel:** Subrecipient shall appoint a Project Manager to direct the Subrecipient’s efforts in fulfilling Subrecipient’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Subrecipient's Project Manager, in consultation and agreement with the County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager, in consultation and agreement with the Director, shall have the right to require the removal and replacement of the Subrecipient's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Subrecipient in writing of such action. The Subrecipient shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Subrecipient's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further services under the Contract.

**14. Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Subrecipient after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

**A. Copyrights**

1. If any material funded by this Contract is subject to copyright, the State of California reserves the right to copyright such material and the Subrecipient agrees not to copyright such material, except as set forth in Paragraph 14(B) below.

2. The Subrecipient may request permission to copyright material by writing to the Director of Office on Aging. The Office on Aging will request permission from the Director of CDA. The County shall use commercially reasonable efforts to secure from the Director of CDA permission, or reason for denying permission to the County in writing within approximately sixty (60) days of receipt of the request, and will inform Subrecipient after receiving a decision from CDA.

3. If the material is copyrighted with the consent of CDA, the State of California reserves, and Subrecipient hereby grants to the State of California, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author. Subrecipient also hereby grants to the County, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. The Subrecipient certifies that it has appropriate systems and controls in place to ensure that State of California and/or County funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**B. Rights in Data**

1. The Subrecipient shall not publish or transfer any materials, as defined in Paragraph 14(B)(2) below, produced or resulting from activities supported by this Contract without

the express written consent of the Director of Office on Aging. The County shall use commercially reasonable efforts to (1) respond; and (2) if appropriate, secure consent from the Director of CDA, or the reasons for denial, and any conditions under which it is given or denied, within sixty (60) days after the written request is received by County. CDA and/or County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Subrecipient from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Contract, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract. The term does not include financial reports, or cost analyses and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of the Standard Agreement for Contract Number AP-1920-22 by and between the County and CDA, the State of California may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law.

15. **Licenses:** At its own expense, Subrecipient and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

**16. Disputes – Contract:**

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Subrecipient’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:

1. The Subrecipient shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Subrecipient’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Subrecipient shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are

accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Subrecipient believes the County is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Subrecipient's demand, it shall be deemed a final decision adverse to the Subrecipient's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Paragraph K herein.

17. **EDD Independent Subrecipient Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State." The term is further defined by the California Employment Development Department to refer specifically to independent Subrecipients. An independent Subrecipient is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

18. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by Subrecipient as Project Manager and key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient's reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient's reports, files or documents shall not be used as a defense by Subrecipient in any action between the County

and Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.

19. **Non-Supplantation of Funds:** Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.
20. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
21. **Access and Records:** County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.
22. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.
23. **Reports/Meetings:** The Subrecipient shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A. The County's Project Manager and the Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
24. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without advance written consent of the County. Any attempt by the

Subrecipient to subcontract any performance of this Contract without the advance written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and subcontractor and shall incorporate by reference the terms of this Contract. The Subrecipient shall select a subcontractor in accordance to Federal and/or State procurement standards. The County shall look to the Subrecipient for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange. Additional Subcontract expectations identified in Attachment A.

25. **Equal Employment Opportunity:** The Subrecipient shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding persons with disabilities persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to disabled persons in employment or in advancement in employment or otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disabilities in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified disabled persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding persons with disabilities, Subrecipient agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

26. **Gratuities:** The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.



27. **Media Contact/News/Information Release:** The Subrecipient agrees that it will not contact the media/press, discuss this Contract or the related program with the media/press, or issue any news releases in connection with either the award of this Contract, any subsequent amendment of, or any effort/performance under this Contract without first obtaining review and written approval of said media/press contact, discussion, and/or news release from the County through the County's Project Manager.
28. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

OC Community Resources  
Office on Aging  
Project Manager  
1300 S. Grand Ave. Bldg. B, 2<sup>nd</sup> Floor Santa  
Ana, CA 92705-4407

OC Community Resources  
Contract Development and Management  
Contract Administrator  
601 N. Ross St., 6<sup>th</sup> Floor  
Santa Ana, CA 92701

For Subrecipient:

Council on Aging – Southern California, Inc.  
Lisa Wright Jenkins, President & CEO  
2 Executive Circle, Ste. 175  
Irvine, CA 92614

29. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.
30. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

31. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
32. **Default – Re-Procurement Costs:** In case of Contract breach by Subrecipient, resulting in termination by the County, the County may procure the goods and/or Services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Subrecipient will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Subrecipient. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
33. **County Branding and Funding Source Identification Requirements:**

**Publicity, Literature, Advertisement and Social Media**

- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County’s name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County’s prior written consent is expressly prohibited and Subrecipient agrees that it shall take no such action.
- B. Subrecipient may speak to the media/press, release statements, allow for video or photography, or develop and publish information related to this Contract where all of the following conditions are satisfied:
1. Project Manager provides its written approval (1) the oral, written, or other content; and (2) publication or other communication of the content/information, at least five (5) days prior to Subrecipient publishing or communicating the content/information information, unless a different timeframe for approval is agreed upon by the Project Manager;

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

All project publicity shall include the following statement: “This project is funded in part through a grant from the California Department of Aging, as allocated by the Orange County Board of Supervisors.” Additional instructions identified in Attachment A.

2. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
  - a. any commercial product or service; and,
  - b. any product or service provided by Subrecipient, unless approved in writing by Project Manager; and,
3. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to the Project Manager. Subrecipient shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.
4. Subrecipient shall not create the false appearance, mistaken impression, or misrepresentation, through an omission or affirmative statement, that this Contract or the program related thereto is created by, funded by, or attributable to any entity, organization, or person other than the County (including its staff and officials) and the actual funding sources for this Contract, unless such information is accurate and complete.

### **Program Specific Terms and Conditions:**

34. **Debarment:** Subrecipient shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 2 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

### **35. Lobbying Certification:**

- A. Subrecipient shall execute and abide by the terms of the “Certification Regarding Lobbying,” which is attached hereto as Exhibit 3 and incorporated herein by this reference. Subrecipient shall complete and immediately forward to the County’s Project Manager the “Disclosure Form to Report Lobbying,” a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if Subrecipient, or any person, firm or corporation acting on Subrecipient’s behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this Contract or funds to be received by Subrecipient pursuant to this Contract.
- B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
- C. Subrecipient shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).

36. **Fraud:** Subrecipient shall immediately report to the Project Manager, in writing, all suspected, alleged, or known instances and facts concerning possible fraud, abuse or criminal activity by either Subrecipient or its Subcontractor(s) under this Contract. Subrecipient shall inform staff

and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

Subrecipient shall maintain records, documents, or other evidence of fraud and abuse until otherwise notified by County.

37. **Fiscal Appropriations:** This Contract is subject to and contingent upon available local, state, and/or federal funds and applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated, without penalty to the County.

38. **Fiscal Accountability:**

A. Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Subrecipient's system shall provide fiscal control and accounting procedures that will include the following:

1. Information pertaining to sub-grant and Contract awards, obligations, unobligated balances, assets, expenditures, and income;
2. Effective internal controls to safeguard assets and assure their proper use;
3. A comparison of actual expenditures with budgeted amounts for each sub grant and Contract;
4. Source documentation to support accounting records; and
5. Proper charging of costs and cost allocation.

B. Subrecipient's Records. Subrecipient's records shall be sufficient to:

1. Permit preparation of required reports;
2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and;
3. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.

39. **Indirect Costs:** 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. 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. Indirect costs exceeding the maximum ten percent (10%) may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Subrecipient must

receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

40. **Dissolution of Entity:** Subrecipient shall notify County immediately of any intention to discontinue its existence or bring an action for dissolution.
41. **Performance Standards:** Subrecipient shall comply with and adhere to the performance accountability standards and general program requirements defined in Attachment A and applicable regulations. Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, County shall have the right to unilaterally modify this Contract to meet such requirements.
- A. Accepted professional standards. The performance of work and Services pursuant to this Contract by Subrecipient and its subcontractor's, if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Subrecipient shall resolve all issues regarding the performance of Subrecipient and its subcontractor's, if any, under this Contract using good administrative practices and sound judgment. Subrecipient shall be accountable to County for the proper use of funds provided to Subrecipient pursuant to this Contract and for the performance of all work and Services pursuant to this Contract.
- B. Performance of Subrecipient. Subrecipient agrees to meet the performance standards listed in Attachment E.

Administrator or Subrecipient may transfer units of Service from one unit of Service to another unit of Service in Attachment "A" as long as the basic goals and objectives of the program are not altered, and prior written agreement is obtained by Subrecipient from Administrator. Administrator in its sole discretion may increase units of Service in Attachment E as a result of a contingency cost increase. Administrator in its sole discretion may decrease units of service in Attachment E as a result of a contingency cost decrease. If, at the end of any third, sixth or ninth month, the reported units of service fall below 95% or above 110% of the contracted levels for Older Americans Act or Older Californians Act programs, County, in its sole discretion, may do any, or more than one, of the following:

- i. If Administrator determines that Subrecipient's failure to provide the required levels of Service poses an immediate risk to the health or safety of the older adult clients who should benefit from Services provided by Subrecipient, and that the most effective method of protecting the interests of the older adults is to obtain the Services described herein from another source, County may terminate this Contract immediately in accordance with Paragraph K hereof and pursue all available legal remedies for breach of this Contract, including, but not limited to, the return by Subrecipient of all funds paid by County to Subrecipient that were not expended in accordance with this Contract.
- ii. If Administrator determines that Subrecipient's failure to provide the required levels of service poses an immediate risk to the health or safety of the older adults who should benefit from services provided by Subrecipient, and that the most effective method of protecting the interests of the older adults is to require full performance by Subrecipient of its duties hereunder, County may seek such injunctive relief

against Subrecipient as is appropriate and pursue all other available legal remedies for breach of this Contract, including, but not limited to, the return by Subrecipient of all funds paid by County to Subrecipient that were not expended in accordance with this Contract.

- iii. If the level of performance falls below the required levels for the California Department of Aging Standard Contract Terms and Conditions or 95% of the level(s) as specified in Attachment(s) A and E, Administrator may unilaterally reduce the funding available to Subrecipient under this Contract to reflect the level of service actually provided by Subrecipient, and may unilaterally make concomitant adjustments in the funding amounts set forth in the Budget Schedule Attachment C of this Contract.
- iv. Administrator may demand, and Subrecipient shall submit upon demand, a corrective action plan that shall include an analysis of the causes of the problem, specific actions to be taken to correct the problem, and a timetable for each such action. The corrective action plan is to be submitted to Administrator within ten (10) days of the request from County and implemented in the required time frame. If Subrecipient does not carry out the required corrective action within the designated time frame, County shall have the right, in its sole discretion, to take any, or more than one, of the following actions:
  - a. Terminate this Contract pursuant to Paragraph K hereof;
  - b. Discontinue program support until such time as Subrecipient complies with the corrective action plan;
  - c. Seek appropriate injunctive relief;
  - d. Collect from Subrecipient all funds paid by County to Subrecipient that were not expended in accordance with this Contract;
  - e. Collect from Subrecipient damages for breach of this Contract;
  - f. Reduce the funding available to or hereunder; or
- g. Pursue any other available legal or equitable remedy against Subrecipient. Within five (5) days of demand therefore, Subrecipient shall repay to County all funds paid by County to Subrecipient that were not expended in accordance with this Contract.

C. Reporting requirements

- i. Subrecipient will be required to submit records, statistical information, financial reports, and program information in electronic or paper format as required by the County of Orange OoA.
- ii. Subrecipient shall retain all collected data for the periods specified in Paragraph 46 of this Contract. County has the right to review this documentation at any time during normal business hours.
- iii. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.
- iv. Subrecipient is required to collect and report program data to OoA, including if applicable, properly registering every client receiving services under this Contract, in compliance with the data reporting system required by the California Department of Aging.

- v. Data shall be collected by Subrecipient every time a service is delivered to a registered client. Data shall be reported to OoA monthly, or as designated by Administrator.
- vi. Subrecipient will also be required to submit to OoA other records, statistical information, financial reports, invoices, and program information in electronic or paper format on a monthly basis unless otherwise authorized by Administrator. Other program reports will be due within ten days of a written request from OoA.
- vii. If County-provided data collection equipment is provided; Subrecipient must maintain such equipment in a secure office environment.
- viii. Within 10 days of award of this Contract the Subrecipient must inform the OoA of the designated primary and one back-up staff member who will be responsible for “a” through “e” below. The Subrecipient must inform the OoA within 72 hours of any changes to this designation. New designee(s) will comply with systems training as designated by OoA.
  - a. Supervising the collection of, or collecting data from this program;
  - b. Compiling collected data and reconciling it to data collected;
  - c. Recording collected data in a format required by OoA, using an application required by OoA;
  - d. Distributing forms and reports to the responsible person and collecting completed forms; and
  - e. As required, completing all required OoA/CDA forms.
- ix. Computer Interface Capability: Subrecipient’s computer must meet the minimum hardware/software requirements specified by the vendor that is contracted with the OoA to provide the required CDA reporting data, if required by Administrator. Subrecipient must also maintain computer hardware/software that is able to send and receive email and attachments from Administrator.
- x. Failure to comply with any portion of the system requirements as herein described violates the instructions and specifications of the California Department of Aging Terms and Conditions as required by the State and County. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.

#### 42. **Payments:**

Subrecipient agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before March 31, and that any and all funds remaining as of March 31 annually, which have not been disbursed shall be returned by Subrecipient to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Subrecipient will be reimbursed by County if incurred after March 31 of each fiscal year.

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

- A. Monthly Payments: Beginning April 1, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient’s invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on

Subrecipient's invoice so long as the total payments under this Contract do not exceed the Contract maximum obligation.

- B. **County Discretion:** At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.
- C. **Invoices:** Subrecipient shall provide monthly invoices by the 15<sup>th</sup> day following the month being reported. If the 15<sup>th</sup> falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County.

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

- 43. **Budget Schedule:** Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.
- 44. **Modification of Budget Schedule:** Upon written approval, County shall have the authority to transfer allocated program funds from one category of the overall program Budget to any other category of the overall Budget. No such transfer may be made without the express prior written approval of County. Subrecipients will be limited to three (3) adjustments per year. Each modification shall be submitted to the Contract Manager no later than 10 days after the end of the first three quarters as necessary. County initiated adjustments do not count towards the three allowed modification each year.
- 45. **Annual Audit:** Subrecipient shall arrange for an independent audit to be performed by a Certified Public Accountant, for funds received from County, in accordance with Audit Requirements detailed in Attachment A and which by this reference is incorporated herein and made a part hereof as if fully set forth.
- 46. **Audit Requirements:**
  - A. Maintenance and retention. Subrecipient shall, at all times during the term of this Contract, maintain complete records (which shall include, but not be limited to, accounting records, grants, contracts, agreements, letters of agreement, insurance documentation, memoranda and/or letters of understanding and client records) of its activities and expenditures hereunder in a form satisfactory to the State and County. All such records must be maintained and kept available by Subrecipient as follows:



- i. Until three (3) years after final payment under this Contract, or until an audit has occurred and an audit resolution has been reached, whichever is later, unless otherwise authorized in writing by County; or
  - ii. For such longer period, if any, as is required by applicable statute, by any other Paragraph or Section of this Contract or by Paragraphs “B” or “C” below, or for such longer period as the State or County deem necessary.
- B. Subrecipient shall make available all reasonable information necessary to substantiate that expenditures under this Contract are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.
- C. Termination of Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as set forth in this Paragraph “A” and “C”.
- D. Litigation, claims, etc. 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 kept available until three (3) years after every action has been cleared to the satisfaction of County and so stated in writing to Subrecipient.
- E. Accounting records. Unless otherwise agreed in writing by Administrator, Subrecipient shall maintain accounting records to account for all funds received under this Contract. Said records shall be separate from the records for any other funds administered by Subrecipient and shall be kept in accordance with generally accepted accounting principles and procedures. Said records must contain information pertaining to receipt of funds for the program(s) for which this Contract provides, authorization to expend said funds, obligations, unobligated balances, assets, liabilities, outlays or expenditures, program income, contributions, and third-party revenue. Said accounting records must be supported by source documentation (such as cancelled checks, paid bills, payrolls, time and attendance records, Contract and subcontract award documents, etc.), and adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures under this Contract. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit cards statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of Subrecipient are nonexistent or inadequate according to generally accepted accounting principles and procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.
- F. Financial reporting requirements. Grant funds shall be identified separately. The County requires Subrecipient to discretely identify State, federal and local grant funding in the Statement of Revenues and Expenditures. In addition, the amounts reported on the Schedule of Revenue and Expenditures shall be displayed by award year beginning July 1st and ending June 30th.

- G. Sub-contract provisions. Subrecipient shall place in all of its sub-contracts, if any, made pursuant to, and/or utilizing funds provided by, this Contract, provisions requiring the subcontractor: (1) to make available to County, State and federal officials all of its records with respect to the sub-contract at any time during normal business hours for the purpose of auditing, examining or making excerpts of such records and auditing all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by the sub-contract; and (2) to retain books, documents, papers, records and other evidence pertinent to the sub-contract for the period of time specified in this Paragraph “A”, “B”, and “C” above.
- H. Audit.
- i. If Subrecipient expends more than \$750,000 in federal funds during the term of this Contract, Subrecipient shall arrange for an audit to be performed, within one hundred fifty (150) days of the end of Subrecipient’s fiscal year and in accordance with 2 CFR Part 200, Subpart F, “Audit Requirements of States, Local Governments, and Non-Profit Organizations,” which is incorporated herein by reference. Furthermore, County retains the authority to require Subrecipient to submit a similarly prepared audit at Subrecipient’s expense even in instances when Subrecipient’s expenditure is less than \$750,000.
  - ii. Subrecipient shall take the following actions in connection with such audit:
    - a. Ensure that appropriate corrective action is taken to correct instances of noncompliance with federal laws and regulations. Corrective action shall be taken within six months after County receives Subrecipient’s audit report;
    - b. Adjust its own records as necessitated by the audit;
    - c. Permit independent auditors to have access to its records and financial statements as is necessary for County or Subrecipient to comply with 2 CFR Part 200, Subpart F;
    - d. Submit two copies of its audit reports to County no later than 30 days after completion of the reports;
    - e. Procure audit services in accordance with 2 CFR Part, 215.40 (OMB Circular A-110) procurement standards and provide maximum opportunity for small and minority audit firms;
    - f. Include in Contract(s) with auditor(s) provisions that the auditor(s) will comply with all applicable audit requirements;
    - g. Include in its Contract with independent auditors a clause permitting representatives of County or the State to have access to the work papers of the independent auditors;
    - h. Provide to County, the Bureau of State Audits, and their designated representatives, the right to review and to copy all audit reports and any supporting documentation pertaining to the performance of this Contract, and the option to perform audits and/or additional work as needed;
    - i. Cooperate with and participate in any further audits which may be required by County or the State;
    - j. Ensure that its audit addresses all issues contained in any federal OMB Compliance Supplement that applies to its program;
    - k. Ensure that the audit is performed in accordance with Generally Accepted Government Auditing Standards -2 CFR 200.514 and 45 CFR 75.514, is performed by an independent auditor, and is organization-wide;

iii. Ensure that the audit is all-inclusive, i.e., it includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs in accordance with 2 CFR 200.515 and 45 CFR 75.515; If total funds awarded under this Contract equal or exceed \$10,000, Subrecipient shall be subject to examination and audit, including interviews of its staff, by the County and State of California for a period of three (3) years after final payment under this Contract.

I. Final financial statement. Within thirty (30) days after termination of this Contract, Subrecipient shall submit to Administrator a final financial statement detailing all program expenditures and all income received during the term of this Contract or include such a final financial statement with Subrecipient's final invoice and substantiating reports.

#### 47. **Non-Discrimination and Compliance Provisions:**

##### A. State laws.

- i. 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. [22 CCR § 98323]
- ii. Subrecipient's signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that Subrecipient has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
- iii. Subrecipient shall include the nondiscrimination and compliance provisions of this Paragraph 47 "A" in all sub-contracts to perform work under this Contract.

B. Title VI of Civil Rights Act. Subrecipient hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80](P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which funds are made available under this Contract. Subrecipient hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.

C. Title VII of Civil Rights Act. Subrecipient shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261), and with all applicable rules, regulations and orders promulgated pursuant thereto, as now in existence or as hereafter amended.

- D. Disability discrimination. Subrecipient shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and all requirements imposed by the applicable regulations and guidelines issued pursuant to those statutes, including 45 CFR, Part 84.
- E. Failure to comply. If Subrecipient fails to comply with the requirements of any Sub-Paragraphs of this Paragraph 47 Administrator may withhold payment to Subrecipient and/or terminate this Contract in accordance with Paragraph K.
48. **Drug Free Workplace:** Subrecipient shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 1 and incorporated herein by this reference.
49. **D-U-N-S Number and Related Information:** D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>.

Subrecipient shall register its organization at <https://www.SAM.gov> and ensure its status is “active,” and in good standings prior to execution of this Contract. Upon completion of the registration process at SAM.gov, Subrecipient will be assigned a Unique Entity Identifier number known as UEI (SAM). The UEI (SAM) number will be used by County to ensure that Subrecipient’s registration status is current and remains active during the Contract term. Subrecipient shall obtain and provide its UEI (SAM) number to the County at the County’s request and prior to the execution of this Contract provided the UEI (SAM) number is obtained by Subrecipient using reasonable effort using the UEI (SAM) system.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

#### UEI Number and Related Information

- A. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this Contract. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
- B. The Subrecipient must register the UEI number and maintain an “Active” status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>
- C. If County cannot access or verify “Active” status the Subrecipient’s UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Subrecipient’s data entry for its UEI number, the Subrecipient must immediately update the information as required.

50. **Modification of Program Components and Service Levels:** The Parties hereto agree that those program components and service levels detailed in Attachments A, B, C, D, E and/or F may be modified upon mutual written agreement of the Director and Subrecipient so long as the total

payments under this Contract are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Attachments A, B, C, D, E and/or F then the County shall have the right to unilaterally modify this Contract to meet such requirements.

- A. County may at any time, by written change order to Subrecipient, make changes within the general scope of this Contract, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions, and Contract term. Such change orders may be made when necessitated by changes in the Orange County Office on Aging operations or performance, the operations or performance of Subrecipient, or changes in applicable statutes, regulations or State of California or Federal mandates or directives.

Subrecipient and County shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the Contract. Subrecipient's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this Contract. Notwithstanding the foregoing, the price of services under this Contract shall not be increased except by written modification of this Contract indicating the new services and price of this Contract if applicable. Until the Parties reach agreement, Subrecipient shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Contract.

- B. Subrecipient may request changes in the scope of performance or services under this Contract, by submitting a written request to Project Manager describing the request and its impact on the Scope of Services and Budget Schedule. Project Manager will review the request and respond in writing within ten (10) business days. Project Manager's decision whether to approve the request or request Board of Supervisors' approval shall be final. County's Contract Administrator may approve a request that meets all of the following criteria:
- i. It does not materially change the terms of this Contract, and
  - ii. It is supported by adequate consideration to County.

Board of Supervisors' action is necessary to approve a request from Subrecipient that does not satisfy all of the criteria listed above.

- 51. Complaint Resolution Process and Grievance Procedures for Participants:** Subrecipient shall comply with grievance procedures, as defined by the program's funding stream. Subrecipient shall advise participants of their right to file complaints and of the procedures for resolution of complaints. Subrecipient shall follow program's procedures for handling complaints which is available from the County's Project Manager for alleging a violation of regulations, grants or other agreements. Any decision of the County, the State or the Federal government relating to the complaint shall be binding on Subrecipient.

Subrecipient shall post the entire Notice of the Grievance Procedure Process in a location that is commonly visible for program participants on its website and at its service location(s).

52. **Sectarian Activities:** Subrecipient certifies that this Contract does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.
53. **Policies and Procedures:** Subrecipient shall monitor its program for compliance with the provisions of this Contract. Subrecipient shall also comply with all applicable parts of County's Policies and Procedures when applicable.
54. **Sweat-free Code of Conduct:** All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Subrecipient from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or County, the Department of Industrial Relations, or the Department of Justice to determine the Subrecipient's compliance with the requirements under this paragraph.

55. **S.W.A.G:** The Subrecipient and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
56. **Corporate Status:** All corporate Subrecipients shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue service. The corporate Subrecipient shall maintain the good status standing with the Secretary of State of California throughout the term of this Contract. Any change in corporate status or suspension shall be reported by Subrecipient immediately in writing to County's Project Manager. If Subrecipient fails to maintain good standing or has failed to be in good standing at the time of the effective date of this Contract, County, in addition to all remedies available under the law and this Contract, pursuant to Termination provision of this Contract, terminate this Contract for cause.

Subrecipient, by signing this Contract, does swear under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a federal court which orders the Subrecipient to comply with an order of the National Labor Relations Board.

**57. Compliance with Other Laws:**

- A. Laws related to Contract. Subrecipient and its subcontractors shall administer the program(s) funded by this Contract in accordance with this Contract, and with all

applicable local, State and federal laws, regulations, directives, guidelines and/or manuals.

- B. Laws applicable to Subrecipient's operations. Subrecipient and its subcontractors shall comply with all federal, State and local laws and regulations pertinent to their operations, including, but not limited to all statutes, ordinances, regulations, directives, guidelines and/or manuals pertaining to wages and hours of employment, occupational safety, fire safety, health and sanitation.
- C. Federal environmental laws. If the amount of compensation Subrecipient shall receive under this Contract exceeds \$100,000, Subrecipient and its subcontractors shall comply with all applicable orders or requirements issued under the following laws:
- i. Clean Air Act as amended (42 U.S.C. 7401)
  - ii. Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)
  - iii. Environmental Protection Agency Regulations (40 CFR 29, Executive Order 11738).
  - iv. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
  - v. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]
- D. State Energy Plan. Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stats. 871).
- E. Withholding. Subrecipient shall promptly forward payroll taxes, insurances and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.
- F. Elder abuse reporting. Subrecipient shall comply with all applicable requirements pertaining to the reporting of elder and dependent adult abuse, including Welfare and Institutions Code Section 15600 et. seq. Before permitting any of its employees, agents, officers, Subrecipients, subcontractors or volunteers to provide services supported by this Contract, Subrecipient shall deliver to them, and obtain their signatures on, the forms described in Welfare and Institutions Code Section 15659, describing the responsibility to report elder and dependent adult abuse. Subrecipient shall retain the originals of all such signed forms.
- G. Debarment.
- i. Subrecipient shall not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/State assistance programs.
  - ii. Subrecipient shall timely execute any and all amendments to this Contract or certificates or other required documentation relating to its subcontractors' debarment/suspension status.
- H. State and local environmental and land use laws.
- i. Subrecipient shall comply with the California Environmental Quality Act (CEQA) and Section 65402 of the Government Code, as may be required by the land use agency of jurisdiction. Subrecipient further agrees to provide Administrator proof that

Subrecipient has complied with, and maintains compliance with, all zoning regulations and that Subrecipient has obtained, and is maintaining in full force and effect, all necessary licenses, permits, certifications, and authorizations to operate said programs at each location, or as may otherwise be approved by Administrator.

- ii. By signing this Contract, Subrecipient swears under penalty of perjury that Subrecipient is not:
  - a. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
  - b. subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
  - c. finally determined to be in violation of provisions of federal law relating to air or water pollution.

- I. Failure to comply. If Subrecipient fails to comply with the requirements of any Sections of this Paragraph 57, Administrator may withhold payment to Subrecipient and/or terminate this Contract in accordance with Paragraph K.

58. **Focal Points:** In accordance with 22 CCR § 7364(a)(5) County will specify to Subrecipient the identity of the Area Plan designated focal points for service delivery in the community which is attached hereto as Exhibit 6 and is hereinafter referred to as Exhibit 6.

59. **Covenant Against Contingent Fees:**

1. The Subrecipient warrants that no person or selling agency has been employed or retained to solicit this Contract. There has been no agreement to make commission payments in order to obtain this Contract.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.



**Signature Page**

**IN WITNESS WHEREOF**, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Contract to be executed.

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

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

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

Name: Lisa wright Jenkins

Name: \_\_\_\_\_

Title: President & CEO

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

Dated: 12/15/2023

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:  
*John Cleveland*  
74000D32EE6547...  
DEPUTY COUNTY COUNSEL

Dated: 12/15/2023

**ATTACHMENT A  
SCOPE OF SERVICES**

**I. GENERAL REQUIREMENTS**

**A. Hours of Operation and Schedules**

**1. Regular Hours of Operation:**

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

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

**2. Holiday Operation Schedules:**

Subrecipient must ensure that service delivery of program(s) is available throughout the holiday seasons. Closures are authorized only on County observed holidays. County holidays that fall on a Saturday will be observed on the preceding Friday.

<b>County Observed Holidays</b>	
Independence Day	Christmas Day
Labor Day	New Year's Day
Native American 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.

1. 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.
2. Coordination of resources. Subrecipient shall work collaboratively with County, particularly the Information and Assistance Program (I&A), to ensure that clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

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

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

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

1. Subrecipient shall keep true and accurate accounts, records, statistical and data, which shall correctly reflect the business transacted by Subrecipient in accordance with generally accepted accounting principles. This includes but are not limited to the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to OoA and CDA. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County or until an audit has occurred and an audit resolution has been reached. Storage of records in another County will require written approval from the County. Subrecipient shall reimburse County for all costs and expenses incurred by County and/or the State and U. S. government resulting from travel to a location outside of the County to inspect the records.
2. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for three (3) years after completion of an audit and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit and Risk Management 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.
4. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the County under this Contract. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee timesheets, purchase orders, and indirect cost allocation plans.

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

1. Information Assets. Subrecipient shall have in place operational policies, procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) (i.e., public, confidential, sensitive and/or personal information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, Section 5300 to 5365.3; Cal. Gov. Code § 11019.9; DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

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

- a) Reports
  - b) Notes
  - c) Forms
  - d) Computer, laptops, cellphones, printers, scanners
  - e) Networks (LAN, WAN, WIFI) servers, switches, routers
  - f) Storage media, hard drives, flash drives, cloud storage
  - g) Data, applications, databases
2. Encryption on Portable Computing Devices. Subrecipient is required to use 128-Bit encryption for PSCI data that is collected and stored under this Contract that is confidential, sensitive, and/or personal information including data stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).
  3. Disclosure.
    - a) Subrecipient shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.

- b) Subrecipient shall protect from unauthorized disclosure confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.
  - c) "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
  - d) Subrecipient shall not use the PSCI in Section "iii" above for any purpose other than carrying out Subrecipient's obligations under this Contract. Subrecipient and its subcontractors are authorized to disclose and access identifying information for this purpose as required by County.
  - e) Subrecipient shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any PSCI obtained under the terms of this Contract to anyone other than County or CDA without prior written authorization from County or CDA. Subrecipient may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
  - f) Subrecipient may allow a participant to authorize the release of PSCI to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Subrecipient accept such blanket authorization from any participant.
4. CDA Privacy and Information Security Awareness Training. Subrecipient employees and volunteers handling PSCI must complete and comply with all requirements of the CDA Privacy and Information Security Awareness Training module located at [https://www.aging.ca.gov/Information\\_security/](https://www.aging.ca.gov/Information_security/) within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee or volunteer's employment and annually thereafter. Subrecipient must maintain certificates of completion on file and provide them to 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. Subrecipient shall make available all reasonable information necessary to substantiate that expenditures under this Contract are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee timesheets, purchase orders, and indirect cost allocation plans.
4. Failure to comply. Failure by Subrecipient to meet the conditions necessary for an evaluation will be sufficient grounds for County to withhold and/or delay reimbursement or to terminate this Contract.

**G. Procurement**

1. Competitive process. Subrecipient acknowledges that the procurement of all supplies, services and equipment pursuant to, and utilizing funds provided by, this Contract involves the expenditure of public funds and that the use of a competitive process open to all interested competitors is necessary to maintain the public trust and to allow all interested persons to compete for business resulting from expenditure of said public funds.
2. Non-profit Subrecipient. If Subrecipient is a non-profit organization, Subrecipient shall comply with standards and guidelines provided in 45 C.F.R., Part 74, in procuring all supplies, equipment, construction and services pursuant to, and/or utilizing funds provided by, this Contract.

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

## **H. Property**

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

5. Intangibles are property, which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
6. Subrecipient shall keep track of property purchased with funds from this Contract and submit to County a Property Acquisition Form (CDA 9023), in electronic form, for all property furnished or purchased with funds awarded under the terms of this Contract, as instructed by County or CDA. Subrecipient shall submit and certify their reported property inventory annually to County unless otherwise directed by Administrator.
7. Subrecipient shall record, at a minimum, the following information when property is acquired:
  - a) Date acquired
  - b) Item description (include model number)
  - c) CDA-issued tag number
  - d) Serial number (if applicable)
  - e) Purchase cost or other basis of valuation
  - f) Fund source

8. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

9. Disposal of Property:

- a) Prior to disposal of any property purchased with funds from this Contract or any predecessor Contract, Subrecipient must obtain approval from CDA for reportable property. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Subrecipient shall email to County the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct County on disposition of the property, and County will notify Subrecipient. Once approval for disposal has been received from CDA, and the County has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subrecipient's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Subrecipient will be liable for repayment of purchase price of equipment if Subrecipient disposes of equipment without prior approval from CDA.



- b) Subrecipient must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
10. Any loss, damage, or theft of equipment shall be investigated and fully documented. The Subrecipient shall promptly notify OoA and shall provide copies of investigative documentation and police reports as requested by OoA/CDA.
11. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the Parties.
12. Subrecipient shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subrecipient has complied with all written instructions from County regarding the final disposition of the property.
13. In the event of Subrecipient's dissolution or upon termination of this Contract, Subrecipient shall provide a final property inventory to County. The State reserves the right to require Subrecipient to transfer such property to another entity or to the State.
14. To exercise the above right, no later than 120 days after termination of this Contract or notification of Subrecipient's dissolution, County will issue specific written disposition instructions to Subrecipient.
15. Subrecipient shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Subrecipient shall use it, if needed, and with written approval of County for other purposes in this order:
- a) Another CDA program providing the same or similar service
  - b) Another CDA-funded program
16. Subrecipient may share use of the property and equipment or allow use by other programs, upon written approval from County. As a condition of the approval, County may require reimbursement under this Contract for its use.
17. Subrecipient shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
18. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

## **I. General Regulations**

Subrecipient shall:

1. Whistleblower Protections (HICAP)

Assure, either as HICAP direct services or contracted services, full compliance with the 48 CFR 3.901 Whistleblower Protections for Contractor Employees which protects contractor employees from reprisal for disclosure of information (41 U.S.C. 4705).

2. United States v. Windsor

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 county 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. DOMA: Implementation of Same-Sex Spouses/Marriages

Assure, either as HICAP direct services or contracted services, full compliance with Obergefell v. Hodges, 576 U.S. 644 (2015), the U.S. Supreme Court’s decision which held that States may not deny same-sex couples the right to marry. The Subrecipient is expected to recognize same-sex marriage, given that marriage is also recognized by a U.S. jurisdiction. Accordingly, the Subrecipient 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.

4. HHS Grants Policy Statement

Assure, either as HICAP direct services or contracted services, full compliance with the HHS Grants Policy Statement (GPS), which are common across all HHS Operating Divisions (OPDIVs) and apply as indicated in the HHS GPS unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in individual Notices of Awards).

5. Consolidated Appropriations Act

Assure, either as HICAP direct services or contracted services, full compliance with the Consolidated Appropriations Act, 2021, Public Law 116-260 to include Administration for Community Living (ACL) grant award funds may not be used:

- a) To pay the salary of an individual at a rate in excess of \$199,300.
- b) To advocate or promote gun control (Section 217).
- c) To carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug (Section 522).
- d) For lobbying purposes (Public Law 116-260 Section 503), such as

- (1) For publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.
- (2) To pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- (3) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

#### 6. Trafficking Victims Protection Act

ACL awards are subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)).

- a) Provisions applicable to the Subrecipient, whether providing HICAP services directly or through a subcontract, that are private entities:
  - (1) The Subrecipient and subrecipient's employees may not:
    - (a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (b) Procure a commercial sex act during the period of time that the award is in effect; or
    - (c) Use forced labor in the performance of the award or subawards under the award.
- b) The County may terminate this agreement, without penalty, if the Subrecipient that is a private entity:
  - (1) Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
  - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either:
    - (a) Engage Associated with performance under this agreement; or
    - (b) Imputed to the Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

(Nonprocurement),” as implemented by the Administration for Community Living at 2 CFR part 376.

- (3) The Subrecipient must inform the County immediately of any information the Subrecipient receives from any source alleging a violation of a prohibition in paragraph 1.a.

(a) Of this contract term.

(b) The County’s right to terminate unilaterally that is described in paragraph 1.b:

- (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- (ii) Is in addition to all other remedies for noncompliance that are available to the County under this agreement
- (iii) The Subrecipient must include the requirements of paragraph 1.a of this agreement in any subcontract.

c) Definitions for purposes of this contract item:

(1) “Employee” means either:

- (a) An individual employed by the Subrecipient or a subcontractor who is engaged in the performance of the project or program under this agreement; or
- (b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery

(3) “Private entity”:

(a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(b) Includes:

- (i) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b)
- (ii) A for-profit organization

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

## 7. 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.

8. 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.

9. 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:
  - (1) Copeland “Anti-Kickback” Act. [18 USC 874, 40USC 3145]
  - (2) Davis-Bacon Act. [40USC 3141 et seq.] [29 CFR 5]
  - (3) Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
  - (4) 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.

#### 10. 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]

#### 11. Products

At any phase of the project period, the Subrecipient shall deliver to OoA and/or CDA, upon request, any materials, systems, or other items developed, refined, or enhanced under this Contract. The Subrecipient agrees that CDA and ACL shall have royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for federal or state government purposes.

### **J. Expenditure of Funds**

1. Subrecipient shall expend all funds received hereunder in accordance with the Contract.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.

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

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

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

#### **K. Voluntary Contributions**

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

1. The Subrecipient or any subcontractors for any HICAP services shall not use means tests.
2. Any HICAP 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 HICAP 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. 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.
4. Identify and serve the targeted population and outreach to the low-income, at-risk minority population.
5. Provide a current copy of the Voluntary Contribution Letter as approved by the County. The approved Voluntary Contribution letter should not resemble an invoice.
6. Develop applicable program and intake forms that meet CDA requirements and submit to the County for review and approval within 30 days of contract execution.
7. Provide written policies and methods of implementation regarding income structure for all programs.
8. 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. Promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721 including but not limited to: reporting identified and/or suspected instances of elder abuse, referring inquiries related to elder abuse to the appropriate agency(ies), etc.

**C. Staffing and Organization**

1. Train and update internal staff on current policies and procedures regarding program operation, including procedures for operating all aspects of Older Americans Act programs.
2. Maintain and have available at the request of the County:
  - a. 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.
  - b. Latest version of each program's organizational chart.
  - c. Written policy governing the use of volunteers, including a concise definition of volunteer responsibilities, recruitment, training and supervision.
  - d. Time sheets for employees and volunteers.
  - e. Current copies of governing by-laws that contain Board member information, advisory members, committees and meeting schedules as required by the County, if applicable.
  - f. Current Board Agenda and Minutes
  - g. Grievance process and policy for older adult and caregiver clients, employees and volunteers.

**3. Insurance**

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

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

1. Develop an on-site Emergency Operations Plan.
2. Conduct annual training with staff and volunteers on the Emergency Operations Plan.
3. Ensure that staff are assigned and regularly trained on specific responsibilities during emergencies.
4. Conduct two (2) fire drills per year and provide copies of the fire drill roster to the County.

5. 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.
6. Maintain and have available at the request of the County:
  - a. Copy of the Emergency Operations Plan
  - b. Up-to-date inventory on disaster response supplies and equipment
  - c. Current health inspection reports to the County, if applicable.
7. Ensure that the following applies to staff and volunteers work environment:
  - a. All furniture, appliances and other freestanding objects are secured in the event of an emergency.
  - b. Gas and water shut-off valves are clearly marked and legible along with instructions/tools on how to operate the shut-off in cases of emergency.
  - c. Evacuation plan is posted in a highly visible location within the facility.
  - d. Supplies of food and water are stored in a specific location and available to each program participant in cases of emergency.
  - e. Flashlights, portable radio and batteries are provided for the facility in cases of emergency.
  - f. First aid supplies are provided and maintained for the facility in cases of emergency.
  - g. Current inspection tags on all fire extinguishers are provided and maintained throughout the facility.
  - h. Facility exit doors are clearly marked and functional.
  - i. Facility walkway paths are free from clutter and obstruction.
  - j. Elevator permits are current within each facility, as applicable.

#### **F. Language**

1. 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.
2. 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]
3. "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.
4. 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]

5. 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]
6. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [22 CCR 98370]
7. The five threshold languages in the County of Orange are:
  - a. English
  - b. Chinese (Traditional)
  - c. Korean
  - d. Spanish
  - e. Vietnamese (pre-1975)

#### **G. Data and Reporting Provisions**

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

1. Have written procedures to ensure that all submitted performance data is timely, complete, accurate, and verifiable prior to submission to the County. 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:
    - (1) Total estimated unduplicated clients in each non-registered service.
    - (2) Total estimated unduplicated clients in all non-registered services.
    - (3) Total estimated unduplicated clients across all registered and non-registered services.
  - g. Performance data monitoring process.
  - h. Accuracy and authenticity of the number of eligible participants served each day.
2. Maintain and adhere to data system software and encrypted portable computer device updates, and interface capability requirements for each computer located within the facility, as specified in the Contract and required by County.
3. 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.
4. Maintain appropriate documentation on each participant.

5. 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.
6. All fiscal and program data must be reported monthly. All reports are due to County by the 20<sup>th</sup> day of the month following the month of service, unless otherwise approved by the County.
7. Maintain support files including, but not limited to, invoices, payroll, intake forms, and any other supporting documents to substantiate monthly reports.
8. Maintain records, by month, that support claimed in-kind expenditures.
9. Develop a cost allocation plan that explains the methods used to allocate costs for programs funded by County.
10. 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](mailto:OoADataTeam@occr.ocgov.com).
11. 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](mailto:OoADataTeam@occr.ocgov.com).
12. 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.

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

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

1. **Eligible Service Population** means Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [Welf. & Inst. Code § 9541(a), (c)(2)], and the public at large who are eligible to receive HICAP community education services, including long-term care planning and long-term care insurance counseling services. [Welf. & Inst. Code § 9541(c)(1), (c)(2), (c)(4)-(6)]
2. **Older Californians Act (OCA)** means Welf. & Inst. Code § 9541 of the Mello-Granlund Older Californians Act, which is the enabling legislation for HICAP.
3. **Health Insurance Counseling and Advocacy Program (HICAP)** means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]
4. **Medicare Modernization Act 2005 (MMA) State Funds** means the 2005 augmentation of HICAP State funds as defined in Welf. & Inst. Code § 9757.5(h).

5. **State Health Insurance Assistance Program (SHIP)** means a national program supported by the federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
6. **Statewide HICAP Automated Reporting Program (SHARP)** means the State's proprietary database for reporting HICAP data to the Centers for Medicare and Medicaid Services (CMS).

## **B. Scope of Services**

The Subrecipient shall:

1. Ensure statutory provisions of HICAP [Welf. & Inst. Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Contract, SHIP Base Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of this Contract.
2. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest HICAP Counselor Handbook. [Welf. & Inst. Code § 9100(c)-(d); § 9541(b)(1)-(2)]
3. Provide timely notice to OoA of any changes to the Program or changes in Subrecipient's status that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes.
4. If applicable, submit the name of the HICAP Program Manager to OoA and CDA within thirty (30) days of initial employment.
5. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, and Long-Term Care Community Educators designed to expand services as broadly as possible. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.
6. Ensure that the standard HICAP business hours during which the program is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9am to 4pm, except on observed holidays.
7. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9am to 4pm. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a return telephone number, and a brief voicemail message on an answering service. Return calls to clients that have left voicemail messages must be made within two (2) business days.

8. Ensure that the HICAP email address displayed on any public-facing website is monitored by staff Monday through Friday, 9am to 4pm. Responses to email communications must be provided within two (2) business days of the day the email was received.
9. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party.
10. Prior to counseling implementation, provide a written disclosure statement or its equivalent to clients receiving counseling services as prescribed by CDA in the HICAP Program Manual. [Welf. & Inst. Code § 9541(f)(4)]
11. Provide community education designed to inform the public about Medicare, Medicare supplement, long-term care planning, and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics. [Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
12. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual. [Welf. & Inst. Code § 9541(e)]
13. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency. [Welf. & Inst. Code § 9541(f)(7)]
14. Collect, track, and report on all aspects of HICAP activity as specified by the State and the County, to assess progress in reaching measurable outcomes as defined through annual HICAP Performance Measures.
15. Ensure the submission of program information and support documentation to OoA for the development of reports required by CDA. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by CDA/OoA.
16. Ensure that processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.
17. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans, are provided accordingly.
18. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:
  - a) HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
  - b) Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 9541 (c)(3)]

- c) HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 5941(c)(3)]
- d) Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral. The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

19. Assure that the following conditions are met:

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

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

- a) The Subrecipient shall assure that project staff and volunteers do not engage in the solicitation of insurance; nor endorse any Medicare supplement, long-term care, or other insurance policies or plans; nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.
- b) The Subrecipient shall assure that the project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Subrecipient shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with CDA guidance on conflict of interest and the HICAP Program Manual.
- c) The Subrecipient shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Subrecipient shall assure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Subrecipient from soliciting program contributions from entities that do not pose a conflict of interest.

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

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

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

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

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

### **C. Publication**

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

1. Use the SHIP Logo and Tagline on all HICAP publications, including websites.
2. Identify the name of the entity, the address, and telephone number at which the supporting data is available.
3. Acknowledge the support of County and CDA in writing, whenever publicizing the work under this Contract in any media.
4. Include the express acknowledgment on all SHIP public information materials, **“This project was supported, in part, by grant number (*provided upon execution of contract*) from the U.S. Administration for Community Living, Department of Health and Human Services, Washington D.C. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official Administration for Community Living policy.”**
5. The grant number may change at any time. Any changes to the publication acknowledgement language, including, but not limited to updates to the grant number, will be communicated to the Subrecipient by the OoA and/or CDA.

### **D. Volunteer Coordinator**



The conditions below are contingent upon legislative approval for augmented Local Assistance funds for applicable fiscal years, and CDA's notice of availability of funds:

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

**E. Meals**

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

1. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement.
2. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.
3. When providing training events for HICAP staff and all the following conditions are met:
  - a) The HICAP training event is at least four (4) hours in length.
  - b) The agenda for the training does not include a designated lunch break (i.e., working lunch).
  - c) All attendees sign an attendance sheet to confirm their participation throughout the training.

**F. ACL Medicare Group Education Satisfaction Survey**

The Subrecipient shall:

1. Participate in ACL's Beneficiary Satisfaction Survey Project by implementing the Medicare Group Education Satisfaction Survey at HICAP Public and Media (PAM) Events where Interactive Presentations are provided to the event audience. The Survey Participants are the Interactive Presentation's attendees.
2. Ensure that the HICAP surveys at least one event per quarter.
3. Ensure that the surveyed event meets the following requirements:
  - a) The event is anticipated to reach at least 5 persons.
  - b) The event will meet the definition of Interactive Presentation to the public either in-person or via electronic means. "Interactive" means that there is an opportunity for attendees to ask questions of the presenter.
  - c) At least seven days prior to the event, the HICAP Manager will notify the event's presenter that a scheduled event has been selected for survey administration.
  - d) The event is reported in SHARP.

**G. Reporting Provisions Specific to HICAP**

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

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

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

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

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

#### **H. Transition Plan**

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

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

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

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

**ATTACHMENT B**  
**PAYMENT/COMPENSATION**

**I. Compensation:**

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$512,288 for the duration of the program Health Insurance Counseling and Advocacy Program (HICAP) Services, beginning April 1, 2024, through March 31, 2025, as set forth in Attachment A 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.

**II. 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 xxx in one lump sum.

Program Invoice(s):

OC Community Resources  
Attention: Accounts Payable  
601 N. Ross St., 6th floor  
Santa Ana, CA 92701  
Or upload invoice packet to [assigned](#) Box.com folder

**III. 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.

#### **IV. 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 final 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 April thru January 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.

## V. 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.
1. 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.
1. Budget modifications initiated by Subrecipient must be limited to no more than three (3) times per program, per Fiscal Year.
- C. All additional budget revision and budget modification requests initiated by Subrecipient will be denied. Special consideration may be made for extenuating circumstances, but approval is not guaranteed.
- D. Budget revisions and budget modification requests initiated by Subrecipient must be submitted no later than January 31st of each fiscal year.

## VI. Close-Out Deadlines

- A. The 11th month invoice is due on the 10th of March without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. The 12th month close-out invoice is due on the 10th of April without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- C. Request for budget modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for February and March invoices and will only be allowed at the County's discretion.
- D. Subrecipient must submit 12th month invoice estimates by the 10th of March. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the February and March invoices will result in a corrective monitoring finding, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.

**VI. 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.

**VII. 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.

**VIII. 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.

**ATTACHMENT C  
BUDGET SCHEDULE**

Health Insurance Counseling and Advocacy Program (HICAP)

**I. Subrecipient's Budget:**

HICAP (April 1, 2024, to March 31, 2025)

Administrative Costs	\$58,078
Program Costs	
Personnel (Salaries and Benefits)	\$255,827
Services and Supplies	\$198,383
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	Not Applicable
Total Budgeted Costs	\$512,288

*\*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 April 2024 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.

- II.** 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.
- III.** The *Budget Summary by Funding Source and Revenue Sources* spreadsheet must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Subrecipient's *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall include, at a minimum, the following items when reimbursable and applicable under this Contract:



- A. Personnel Costs – monthly, weekly, or hourly rates, as appropriate, and personnel classifications together with the percentage of time to be charged to these programs.
- B. Fringe Benefits.
- C. Contractual Costs – subcontract and consultant cost detail.
- D. Indirect Costs.
- E. Rent – specify square footage and rate.
- F. Supplies.
- G. Equipment – detailed descriptions and unit costs.
- H. In State Travel – mileage reimbursement rate, lodging, per diem, and other costs.
- I. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem, and other costs.
- J. Other Costs – a detailed list of other operating expenses.

#### **IV. 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.

#### **V. 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.

#### **VI. Program Income**

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

- A. Voluntary contributions received from a participant or responsible party as a result of the service(s).
- B. Income from usage or rental fees of real or personal property acquired with funds provided under this Contract.
- C. Royalties received on patents and copyrights from contract-supported activities.
- D. Proceeds from the sale of items fabricated under a contract agreement.

Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

No fees may be charged for services although contributions or donations may be requested. Signs and literature about HICAP services may indicate that donations are welcome. HICAP clients are not to be pressured to make donations. All contributions or donations either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a clients or responsible party for services rendered by HICAP shall be reported as Program Income.

## **VII. Program Specific Funds**

### **A. Program Income**

No Program Income is required under the terms and conditions of this Contract.

### **B. Matching Contributions**

No match is required under the terms and conditions of this Contract.

### **C. Administration**

Subrecipient administration shall be no more than ten percent (10%) of the total program allocation.

### **D. 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, unless there is an accepted negotiated rate. [45 CFR 75.414 (c)(1) and (f)]. Indirect costs shall not exceed 10% of the Subrecipient's MTDC per funding category.**

**ATTACHMENT D  
STAFFING PLAN**

Council on Aging – Southern California

**I. Health Insurance Counseling and Advocacy Program (HICAP) – April 1, 2024, to March 31, 2025**

Title	FTE*
HICAP Program Manager - LC	1.00
Operations & Volunteer Coordinator - RL	1.00
Staff Counselor - DJ	0.25
Community Education & Outreach Coordinator	0.70
Community Education & Outreach Coordinator	0.36
CEO/President	0.04
COO	0.05
Director of Finance	0.05
Human Resources Manager	0.05
Staff Accountant	0.10
Accounting Assistant	0.11
Receptionist	0.10
Marketing Manager	0.09
TOTAL:	3.90

\*1.00 FTE = Full-Time Equivalent

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

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

**PERFORMANCE STANDARDS  
SERVICE UNITS**

**ATTACHMENT E1**

<b>AGENCY NAME:</b> Council on Aging – Southern California, Inc.				<b>FISCAL YEAR:</b> 2024-25	
<b>PROGRAM NAME(S):</b> HICAP					
<b>CONTRACT #:</b> MA-012-23011443				<b>DATE:</b> April 1, 2024	
<b>PROGRAM SERVICE</b>	<b>NUMBER OF ANNUAL SERVICE UNITS</b>		<b>UNDUPLICATED PERSONS SERVED</b>	<b>SERVICE CATEGORY</b>	<b>DESCRIPTION OF SERVICE UNITS</b>
HICAP	6,473	# of Participants Counseled (Closed Intakes)		N/A	<b>Participants Counseled:</b> Number of finalized intakes for all participants/beneficiaries that received counseling services (aka contacts). Intakes must have at least one Medicare topic selected, and dates entered on form are limited to one calendar month through finalization and review.
	300	# of Public and Media Events		N/A	<b>Public and Media Events:</b> Number of completed PAM forms for all events categorized as “Interactive.” Interactive events include “Interactive Presentations” (including electronic, digital, and/or tele-conferences, when attendance is monitored to justify true encounters); “Booths or Exhibits” at fairs or special events; “Mobile InfoVan” events; and dedicated “Enrollment Events.” Excludes non-interactive events (Billboard, Email, Magazine, Newsletter, Newspaper, Radio, Social Media, Television, Websites, Other Electronic or Print Activities). PAM forms must have at least one Medicare topic selected for Primary Focus, Target Beneficiary Group, and Intended Audience.
	11,666	# of Participant Contacts (Interactions)		N/A	<b>All Participant Contacts:</b> Number of total Counseling Services (aka contacts) from finalized Intakes, regardless of mode (i.e., telephone, in person site, in person home, email, fax, other). “General HICAP/SHIP” topics are no longer counted; therefore, Quick Calls are excluded, and all intakes must have at least one Medicare topic selected.
	2,887	# of Persons Reached at Public & Media Events (Interactive)		N/A	<b>Public and Media Events Outreach:</b> Number of total Estimated persons reached or received enrollment assistance at public events reported for COMPLETED PAM forms categorized as “Interactive” where all the following conditions apply: <ul style="list-style-type: none"> <li>• Interactive Presentations to Public in Person (including electronic/digital and/or tele-conferences, when attendance is monitored to justify true encounters),</li> <li>• Booths or Exhibits at Fairs or Special Events (incl. Mobile infoVans) when attendance is logged to justify true encounters,</li> <li>• Dedicated Enrollment Events where attendance is either monitored or tracked per direct application assistance,</li> <li>• Where HICAP/SHIP and Medicare information was transferred to the public, with</li> </ul>

**PERFORMANCE STANDARDS  
SERVICE UNITS**

**ATTACHMENT E1**

				<ul style="list-style-type: none"> <li>Participant opportunity to ask questions and get answers</li> </ul> <p>PAM forms must have at least one Medicare topic selected for Primary Focus, Target Beneficiary Group, and Intended Audience. Excludes non-interactive events (e.g., Billboard, Email, Magazine, Newsletter, Newspaper, Radio, Social Media, Television, Websites, Other Electronic or Print Activities).</p>
496	# of Contacts with Medicare Clients Under 65		N/A	<p><b>Medicare Beneficiaries Under 65:</b> Number of all Counseling Services (aka contacts) from finalized Intakes, regardless of mode (i.e., telephone, in person site, in person home, email, fax, or other), where the beneficiary is 64 or younger and is receiving or applying for Social Security Disability or Medicare Disability (R/A-DIS). DOB and R/A-DIS fields are required to avoid record submission errors, but measure no longer includes Quick Calls.</p>
3,327	# of Hard to Reach Contacts		N/A	<p><b>Hard to Reach Contacts:</b> Number of total sum for all Counseling Services (aka contacts) from finalized intakes, regardless of mode (i.e., telephone, in person site, in person home, e-mail) where Medicare beneficiaries are designated as “hard-to-reach” per the following categories:</p> <ul style="list-style-type: none"> <li><u>Contacts with Low Income Beneficiaries</u></li> <li><u>English as a Second Language Contacts</u></li> </ul> <p>County and ZIP Code match required at both Client Profile and Counseling Services levels, but measure no longer includes Quick Calls.</p>
1,125	# of Contacts with Low Income Beneficiaries		N/A	<p><b>Contacts with Low-Income Beneficiaries:</b> Contacts with beneficiaries whose Income Level indicates below 150% of the Federal Poverty Level.</p>
2,202	# of English as a Second Language Contacts		N/A	<p><b>English as a Second Language Contacts:</b> Contacts with clients whose primary language is not English.</p>
11,513	# of Qualifying Enrollment Contacts		N/A	<p><b>Target Qualifying Enrollments:</b> Number of total Counseling Services (aka contacts) from Intakes regardless of mode (i.e., telephone, in person site, in person home, e-mail, fax, other) with one or more of the following qualifying enrollment topics discussed:</p> <ul style="list-style-type: none"> <li>Medicare A/B</li> <li>Medigap/Supplement/SELECT</li> <li>Medicare Advantage (e.g., MSA, HMO, PPO, Specialty Plan)</li> <li>Medi-Cal</li> <li>Part D Medicare Prescription Drug Coverage</li> <li>Part D Plan Problems (Non-Compliance Services Unmet)</li> <li>Part D Low Income Subsidy</li> </ul>

**ATTACHMENT F  
FEDERAL AWARD IDENTIFICATION**

**I. Federal Award Identification**

**A. Subrecipient Name:** Council on Aging – Southern California, Inc.

**B. Subrecipient’s Dun & Bradstreet Number (DUNS):** 053284159

**C. Subrecipient’s SAM Unique Entity Identifier (UEI):**  
LL8TLAJBVEF8

**D. Federal Award Identification Number (FAIN):** TBD

**E. Federal Award Date:** FY 2024-2025

**F. Subaward Period of Performance:** April 1, 2024, to March 31, 2025

**G. Total Amount of Federal Funds Obligated by the Action:** \$151,184

CFDA	FAIN	Award Date	Formula Funds	Amount
93.324	TBD	2024	HICAP	\$113,388
93.324	TBD	2025	HICAP	\$37,796
<b>TOTAL:</b>				\$151,184

**H. Total Amount of Federal Funds Obligated to the Subrecipient:** \$151,184

**I. Total Amount of the Federal Award:** \$151,184

**J. Federal Award Project Description:** State Health Insurance Assistance Program (SHIP)

**K. Federal Awarding Agency:** U.S. Department of Health and Human Services, Administration for Community Living

**L. Name of Pass Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging

**M. Contact Information for the Awarding Official:** Claudia Harris, Director (714) 480-6465, [claudia.harris@occr.ocgov.com](mailto:claudia.harris@occr.ocgov.com)

**N. CFDA Number and Name:** #93.324 State Health Insurance Assistance Program (SHIP)

**O. Whether Award is R&D:** No

**P. Indirect Cost Rate for the Federal Award:** 10%

### DRUG FREE WORKPLACE CERTIFICATION

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**Company/Organization Name**

Council on Aging - Southern California

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The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above-named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - A. The dangers of drug abuse in the workplace,
  - B. The person's or organization's policy of maintaining a drug-free workplace,
  - C. Any available drug counseling, rehabilitation and employee assistance programs, and
  - D. Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
  - A. Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
  - B. Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

### CERTIFICATION

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.*

Lisa Wright Jenkins

---

Official's Name

12/15/2023

Orange

---

Date Executed

Executed in the County of Orange

DocuSigned by:

*Lisa Wright Jenkins*

President & CEO

---

Contractor or Grantee Recipient Signature and Title

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Lisa Wright Jenkins

Name

President & CEO

Title

DocuSigned by:

*Lisa Wright Jenkins*

12/15/2023

Authorized Signature

Date

E7B2A9997A7447D



**Exhibit 2****DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all\* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

Council on Aging - Southern California

Grantee/Contractor Organization

Lisa Wright Jenkins

Name

President & CEO

Title

DocuSigned by:

*Lisa Wright Jenkins*

Authorized Signature

\*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

**Exhibit 4****INSTRUCTIONS FOR COMPLETION OF  
SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.


1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

**Exhibit 4**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change  For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee  Tier _____ if known  Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:  Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):  (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  _____ E7B2A9997A7447D...  Lisa Wright Jenkins Print Name: Title: President & CEO Telephone No: 714, 479, 010. 70 Date: 12/15/2023	

**Exhibit 4**

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: \_\_\_\_\_

\_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,



**Reimbursement Policy Status Form**

**Per OC Community Resources Contract Reimbursement Policy, in regards to the Contract # listed herein, Contractor is designated with the Documentation Status of Abbreviated unless Comprehensive is checked below. If the contractor’s designation should change to Abbreviated, a new status form shall be approved. All related documentation requirements are in full force, until further notice.**

**Contractor:** Council on Aging – Southern California, Inc.

**Effective Date:** April 1, 2024

**Contract #:** MA-012-23011443

**Documentation Status:**  **Abbreviated**     **Comprehensive**

\*\*\*\*\*

**Program Authorization by:**

Rita Gore

Print Name

**Signed by:** \_\_\_\_\_

**Date:**

**Auditor Controller Authorization by:**

Print Name

**Signed by:** \_\_\_\_\_

**Date:**

*Two signatures are required to implement the form.*

Distribution:

- Contractor
- Auditor Controller
- Contract File
- Program File



**Subject: OC Community Resources  
Contract Reimbursement Policy**

Effective: July 1, 2010  
Revised: January 17, 2020

---

**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and OC Housing & Community Development. The procedures provide instructions for submitting reimbursement demand letter or invoice.

**REFERENCES:**

Executed County Board of Supervisors approved contract  
Budget included in contract or presented as an attachment  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For OC Housing & Community Development Contracts only.  
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

**ATTACHMENTS:**

Reimbursement Policy Status Form (RPS-1)

**POLICY:**

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and OC Housing & Community Development's reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and OC Housing & Community Development may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and OC Housing & Community Development may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

## **PROCEDURES:**

### **Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Personnel Documentation
  - e. Benefit plan and calculation of benefit
  - f. Employer-employee contract for non-customary benefits (if applicable)
  - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
 

***"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"***
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
 

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

### **Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

## **ACTION:**

**Distribute this policy to all appropriate staff**

**INQUIRIES: Inquiries may be directed to OCCR Accounts Payable at: [OCCRAccountsPayable@occr.ocgov.com](mailto:OCCRAccountsPayable@occr.ocgov.com)**



**FOCAL POINTS**  
**FY 2023-24**

<b>Designated Community Focal Points</b>	<b>Address</b>
Abrazar	7101 Wyoming Westminster, CA 92683
Abrazar at Midway City Community Center	14900 Park Lane Midway City, CA 92655
Aliso Viejo Recreation & Community Services	100 Park Ave Aliso Viejo, CA 92656
Anaheim Independencia Senior Center	10841 Garza Anaheim, CA 92804
Anaheim Senior Citizen Center (Downtown)	250 E. Center Anaheim, CA 92805
Asian American Senior Citizens Service Center	850 N. Birch St. Santa Ana, CA 92701
Bell Tower Regional Community Center	22232 El Paseo Rancho Santa Margarita, CA 92688
Brea Senior Center	500 S. Sievers Avenue Brea, CA 92821
Brookhurst Community Center	2271 W. Crescent Ave Anaheim, CA 92801
Buena Park Senior Activity Center	8150 Knott Avenue Buena Park, CA 90620
The Center at Founders Village Senior & Community Center	17967 Bushard Street Fountain Valley, CA 92708
Costa Mesa Senior Center	695 West 19th Street Costa Mesa, CA 92627
Cypress Senior Citizen Center	9031 Grindlay Cypress, CA 90603
Dana Point Senior Center	34052 Del Obispo Dana Point, CA 92629
Dorothy Visser Senior Center	117 Avenida Victoria San Clemente, CA 92672

## Exhibit 6

El Modena Family Resource Center	18672 East Center Street Orange, CA 92869
Florence Sylvester Memorial Senior Center	23721 Moulton Parkway Laguna Hills, CA 92653
The Friendly Center	147 W. Rose Ave Orange, CA 92866
Fullerton Senior Multi-Purpose Center	340 W. Commonwealth Fullerton, CA 92832
H. Louis Lake Senior Center	11300 Stanford Avenue Garden Grove, CA 92840
Jewish Federation & Family Services	1 Federation Way Irvine, CA 92603
Korean American Seniors Assn. of OC	9884 Garden Grove Blvd Garden Grove, CA 92844
La Habra Community Center	101 West La Habra Blvd La Habra, CA 90631
La Palma Senior Club	7821 Walker St La Palma, CA 90623
Lake Forest Clubhouse for Seniors	100 Civic Center Dr. Lake Forest, CA 92630
Lakeview Senior Center	20 Lake Road Irvine, CA 92604
Los Alamitos Recreation & Community Services	10911 Oak St. Los Alamitos, CA 90720
Norman P. Murray Senior Center	24932 Veterans Way Mission Viejo, CA 92692
North Seal Beach Community Center	3333 St. Cloud Drive Seal Beach, CA 90740
Oasis Senior Center	801 Narcissus Avenue Newport Beach, CA 92625
Orange Senior Center	170 South Olive St. Orange, CA 92866

## Exhibit 6

Placentia Senior Center	143 S. Bradford Avenue Placentia, CA 92870
Rancho Senior Center	3 Ethel Coplen Way Irvine, CA 92612
San Juan Capistrano Community Services	25925 Camino Del Avion San Juan Capistrano, CA 92675
Santa Ana Senior Center	424 W. Third St. Santa Ana, CA 92701
Sea Country Senior & Community Center	24602 Aliso Creek Road Laguna Niguel, CA 92677
Seal Beach Senior Center	707 Electric Ave. Seal Beach, CA 90740
Senior Center in Central Park	18041 Goldenwest Street Huntington Beach, CA 92648
Southern California Indian Center, Inc.	10175 Slater Ave. #150 Fountain Valley, CA 92708
Southland Integrated Services	1618 W. 1 <sup>st</sup> . St. Santa Ana, CA 92703
Southwest Senior Center	2201 W. McFadden Ave. Santa Ana, CA 92704
Stanton Senior Center	7800 Katella Ave. Stanton, CA 90680
The Susi Q. Senior Center (Laguna Beach Senior Center)	380 Third Street Laguna Beach, CA 92651
Trabuco Center	5701 Trabuco Road Irvine, CA 92620
Tustin Area Senior Center	200 S. "C" St. Tustin, CA 92780
Westminster Senior Center	8200 Westminster Blvd Westminster, CA 92683
Yorba Linda Senior Center	4501 Casa Loma Yorba Linda, CA 92886

STATE OF CALIFORNIA  
**CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT**  
DGS OLS 04 (Rev. 01/17)

EXHIBIT 7  
DEPARTMENT 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
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By (Authorized Signature)

Printed Name and Title of Person Signing

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