



**Contract Number**  
19-457 A-2

**SAP Number**  
N/A

**Department of Aging and Adult Services**

<b>Department Contract Representative</b>	<u>Sharon Nevins</u>
<b>Telephone Number</b>	<u>909.891.3917</u>
<b>Contractor</b>	<u>California Department of Aging</u>
<b>Contractor Representative</b>	<u>Nate Gillen, Manager</u>
<b>Telephone Number</b>	<u>916.419.7556</u>
<b>Contract Term</b>	<u>July 1, 2019 – June 30, 2020</u>
<b>Original Contract Amount</b>	<u>\$7,771,071</u>
<b>Amendment Amount</b>	<u>\$1,429,888</u>
<b>Total Contract Amount</b>	<u>\$9,200,959</u>
<b>Cost Center</b>	<u>5290001036</u>

Amendment No. 2, effective February 11, 2020, to County Revenue Contract No. 19-457 (State Revenue Agreement No. AP-1920-20) with the California Department of Aging, for Area Plan services increasing the total contract amount by \$1,429,888, from \$7,771,071 to \$9,200,959, and updating Exhibits A, B and E, with no change to the contract period of July 1, 2019 through June 30, 2020.

**FOR COUNTY USE ONLY**

Approved as to Legal Form  Jacqueline Carey-Wilson, Deputy County Counsel Date <u>2-30-20</u>	Reviewed for Contract Compliance  Jennifer Mulhall-Daudel, Contracts Manager Date <u>2/3/2020</u>	Reviewed/Approved by Department  Sharon Nevins, Director Date <u>2/3/20</u>
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State of California-Department of General Services <b>STANDARD AGREEMENT</b> STD 213A (Rev. 7/2019) <input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 46 PAGES	<b>AGREEMENT NUMBER</b> <b>AP-1920-20</b>	<b>AMENDMENT NUMBER</b> <b>2</b>	<b>Purchasing Authority Number</b>
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of San Bernardino Aging & Adult Svcs

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement after this Amendment is:

\$ 9,200,959

Nine million two hundred thousand nine hundred fifty-nine and 00/100 Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A) This amendment increases funds provided to the Contractor by \$1,429,888.
- B) The attached Budget Display pages 13 & 14 of Exhibit B, dated 12/13/19, and labeled Amendment #2, hereby replaces the Amendment 1 Exhibit B – Budget Display, pages 13 & 14, dated 7/1/19. The Budget, Amendment 2 is hereby incorporated by reference and replaces the original Budget.
- C) This amendment changes contract language in Exhibits A, B, and E. Specific language changes are detailed on the Contract Summary of Changes for Area Plan Amendment 2 (AP-1920-A2) document emailed to the Contractor.  
The Exhibit A, Amendment 2 hereby replaces the original Exhibit A (16 pages – pages 2-17).  
The Exhibit B, Amendment 2 hereby replaces the original Exhibit B (12 pages – pages 1-12).  
The Exhibit E, Amendment 2 hereby replaces the original Exhibit E (16 pages).

*All other terms and conditions shall remain the same.*

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.*

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Bernardino Aging & Adult Svcs

CONTRACTOR BUSINESS ADDRESS

784 E. Hospitality Lane

CITY

San Bernardino

STATE

CA

ZIP

92415-0009

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

1300 National Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

**AREA PLAN  
Budget Display  
Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)  
County of San Bernardino Aging & Adult Svcs**

**12 months (July 1, 2019 - June 30, 2020)**

	Project Number	Baseline	Adjustments	Transfers	One-Time Only	Updated Total	Net Change
<b>Supportive Services</b>							
Federal Title IIIB	3BSL19-19	327,432 (b)	24,260	-	152,772	504,464	177,032
Federal Title IIIB	3BSL20-19	1,215,677 (c)	-	-	-	1,215,677	-
<b>Total Supportive Services</b>		<b>1,543,109</b>	<b>24,260</b>	<b>-</b>	<b>152,772</b>	<b>1,720,141</b>	<b>177,032</b>
<b>Ombudsman</b>							
Federal Title IIIB	3BOL19-19	8,959 (b)	-	-	10,267	19,226	10,267
Federal Title IIIB	3BOL20-19	33,265 (c)	-	-	-	33,265	-
Federal Title VIIa	7OFL19-19	14,030 (b)	840	-	6,079	20,949	6,919
Federal Title VIIa	7OFL20-19	42,775 (c)	-	-	-	42,775	-
General Fund IIIB Public Health L & C Program Fund	B1GL LCPF	117,844 (a) 18,168 (a)	190,767	-	-	308,611 18,168	- -
State Health Facilities Citation Penalties Account	SDFL	47,560 (a)	-	-	43,474	91,034	-
SNF Quality & Accountability	SNFL	86,299 (a)	-	-	-	86,299	-
<b>Total Ombudsman</b>		<b>368,900</b>	<b>191,607</b>	<b>-</b>	<b>59,820</b>	<b>620,327</b>	<b>17,186</b>
<b>Congregate Nutrition</b>							
Federal Title IIIC1	3C1L19-19	542,009 (b)	12,745	-	133,916	688,670	146,661
Federal Title IIIC1	3C1L20-19	1,457,139 (c)	-	-	-	1,457,139	-
General Fund C1	C1GL	172,996 (a)	266,476	-	-	439,472	266,476
NSIP C1	NC1L19-19	60,128 (b)	6,650	-	-	66,778	6,650
NSIP C1	NC1L20-19	179,716 (c)	-	-	-	179,716	-
<b>Total Congregate Nutrition</b>		<b>2,411,988</b>	<b>285,871</b>	<b>-</b>	<b>133,916</b>	<b>2,831,775</b>	<b>419,787</b>
<b>Home-Delivered Meals</b>							
Federal Title IIIC2	3C2L19-19	312,838 (b)	11,472	-	77,071	401,381	88,543
Federal Title IIIC2	3C2L20-19	938,513 (c)	-	-	-	938,513	-
General Fund C2	C2GL	207,043 (a)	541,027	-	-	748,070	541,027
NSIP C2	NC2L19-19	69,611 (b)	7,699	-	-	77,310	7,699
NSIP C2	NC2L20-19	208,057 (c)	-	-	-	208,057	-
<b>Total Home Delivered Meals</b>		<b>1,736,062</b>	<b>560,198</b>	<b>-</b>	<b>77,071</b>	<b>2,373,331</b>	<b>637,269</b>
<b>Disease Prevention</b>							
Federal Title IIID	3DFL19-19	30,376 (b)	938	-	27,876	59,190	28,814
Federal Title IIID	3DFL20-19	92,586 (c)	-	-	-	92,586	-
<b>Total Disease Prevention</b>		<b>122,962</b>	<b>938</b>	<b>-</b>	<b>27,876</b>	<b>151,776</b>	<b>28,814</b>
<b>Family Caregiver</b>							
Federal Title IIIE	3EFL19-19	184,022 (b)	7,639	-	139,655	331,316	147,294
Federal Title IIIE	3EFL20-19	566,922 (c)	-	-	-	566,922	-
<b>Total Title IIIE</b>		<b>750,944</b>	<b>7,639</b>	<b>-</b>	<b>139,655</b>	<b>898,238</b>	<b>147,294</b>
<b>Elder Abuse Prevention</b>							
Federal Title VII	7EFL19-19	5,538 (b)	-	-	2,506	8,044	2,506
Federal Title VII	7EFL20-19	16,865 (c)	-	-	-	16,865	-
<b>Total Elder Abuse Prevention</b>		<b>22,403</b>	<b>-</b>	<b>-</b>	<b>2,506</b>	<b>24,909</b>	<b>2,506</b>

**AREA PLAN  
Budget Display  
Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)  
County of San Bernardino Aging & Adult Svcs**

**12 months (July 1, 2019 - June 30, 2020)**

Project Number	Baseline	Adjustments	Transfers	One-Time Only	Updated Total	Net Change
<b>Administration</b>						
Federal Title IIIB	3BAL19-19	36,998 <sup>(b)</sup>	-	-	36,998	-
Federal Title IIIB	3BAL20-19	137,365 <sup>(c)</sup>	-	-	137,365	-
Federal Title IIIC1	C1AL19-19	54,878 <sup>(b)</sup>	-	-	54,878	-
Federal Title IIIC1	C1AL20-19	147,536 <sup>(c)</sup>	-	-	147,536	-
Federal Title IIIC2	C2AL19-19	31,675 <sup>(b)</sup>	-	-	31,675	-
Federal Title IIIC2	C2AL20-19	95,024 <sup>(c)</sup>	-	-	95,024	-
Federal Title IIIE	3EAL19-19	18,595 <sup>(b)</sup>	-	-	18,595	-
Federal Title IIIE	3EAL20-19	57,288 <sup>(c)</sup>	-	-	57,288	-
General Fund C1	1GAL	871 <sup>(a)</sup>	-	-	871	-
General Fund C2	2GAL	232 <sup>(a)</sup>	-	-	232	-
<b>Total Administration</b>		<b>580,462</b>	<b>-</b>	<b>-</b>	<b>580,462</b>	<b>-</b>
<b>Funding Summary</b>						
Federal Funds	6,885,817	72,243	-	550,142	7,508,202	622,385
General Fund	498,986	998,270	-	-	1,497,256	807,503
Public Health L & C						
Program Fund	18,168	-	-	-	18,168	-
SNF Quality & Accountability	86,299	-	-	-	86,299	-
State Health Facilities						
Citation Penalties						
Account	47,560	-	-	43,474	91,034	-
<b>Grand Total - All Funds</b>	<b>7,536,830</b>	<b>1,070,513</b>	<b>-</b>	<b>593,616</b>	<b>9,200,959</b>	<b>1,429,888</b>

**Comments:**

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 222,524  
 The maximum amount of Title IIIE expenditures allowable for Grandparents is: 111,262  
 The minimum General Fund to be expended for State Match in Title III is: 284,829

CFDA NUMBER	Year	Award #	Award Name
93.041	2019	1901CAOAEA-01	Older American Act Title VII- Elder Abuse Prevention
93.041	2020	2001CAOAEA-00	Older American Act Title VII- Elder Abuse Prevention
93.042	2019	1901CAOAOAOM-01	Older American Act Title VII- Ombudsman
93.042	2020	2001CAOAOAOM-00	Older American Act Title VII- Ombudsman
93.043	2019	1901CAOAPH-01	Older American Act Title III- Preventive Health
93.043	2020	2001CAOAPH-00	Older American Act Title III- Preventive Health
93.044	2019	1901CAOASS-01	Older American Act Title III- Supportive Services
93.044	2020	2001CAOASS-00	Older American Act Title III- Supportive Services
93.045	2019	1901CAOACM-01	Older American Act Title III- Congregate Meals
93.045	2020	2001CAOACM-00	Older American Act Title III- Congregate Meals
93.045	2019	1901CAOAHHD-01	Older American Act Title III- Home-Delivered Meals
93.045	2020	2001CAOAHHD-00	Older American Act Title III- Home-Delivered Meals
93.052	2019	1901CAOAFD-01	Older American Act Title III- Family Caregivers
93.052	2020	2001CAOAFD-00	Older American Act Title III- Family Caregivers
93.053	2019	1901CAOANS-00	Older American Act Nutrition Services Incentive Program
93.053	2020	2001CAOANS-00	Older American Act Nutrition Services Incentive Program

<sup>(a)</sup> Funds must be expended by 6/30/20 and final expenditures reported in closeout by 7/31/20.  
<sup>(b)</sup> Final expenditures reported in closeout by 7/31/20. The baseline request to be transferred for the project (7/1/19-9/30/19) is due 5/1/19. These funds may not be carried over into a following year contract.  
<sup>(c)</sup> Funds must be reported in closeout by 7/31/20 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/19-6/30/20) is due 2/15/20.

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1. **Child** means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
4. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
  - a. Individuals eligible to receive a meal at a congregate nutrition site are:
    - (i) Any older individual.
    - (ii) The spouse of any older individual.
    - (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    - (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
    - (v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
  - (i) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
  - (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
  - (iii). An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
  
- 5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]
  
- 6. **Older relative caregiver** means a caregiver who is –
  - (1) Is age 55 or older; and
  - (2) lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
  - (3) In the case of a caregiver for a child --
    - a. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
    - b. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
    - c. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- (4) In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.  
[OAA § 372(a)(3)]
7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
8. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
9. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior federal fiscal year.
13. **One-Time-Only Funds** means:
- a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
  - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
15. **Priority Services for Title III E** means services provided to:
- (A) Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
  - (B) Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities. [OAA§373(c)(2)(A-B)]
  - (C) Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]
16. **Program Development** means activities that either establish a new service or expand or integrate existing services.
17. **Program Income** means revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:
- a. Voluntary contributions received from a participant or other party for services received.
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  - c. Royalties received on patents and copyrights from contract-supported activities.



ARTICLE I. PROGRAM DEFINITIONS (Continued)

- d. Proceeds from the sale of goods created under CDA grant funds.
18. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
- a. Be open to the public. [45 CFR 1321.53(b)(3)]
  - b. Not means test. [OAA § 315(b)(3)]
  - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
  - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]
21. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

22. **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D]
23. **Title III E Family Caregiver Support Program (FCSP) Categories** are:
- a. Information Services
  - b. Access Assistance
  - c. Support Services
  - d. Respite Care
  - e. Supplemental Services

[OAA 373(b)(1)(2)(3)(4)(5)]

B. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Long-Term Care Ombudsman Programs)

1. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]
2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the

ARTICLE I. PROGRAM DEFINITIONS (Continued)

duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A)] [45 CFR 1327.1] [Welf. & Inst. Code § 9701(a)]

4. **Office of the State Long-Term Care Ombudsman** (OSLTCO) means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]
5. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of OSLTCO. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]
7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

C. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

**Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

D. Definitions Specific to Title III-C-1 and C-2 (augmentation funding to provide nutrition services to address the unmet need in California.)

1. **Meal Goal** means the number of meals the Contractor will provide to eligible clients. These meals may be provided through the Title III C-1 Congregate Meal program or the Title III C-2 Home Delivered Meal program.
2. **Unduplicated Client Goal** means the number of new eligible clients the contractor will provide nutrition services to via the Title III C-1 or the Title III C-2 program.
3. **Wait List** means a list of potential Title III C-2 clients, established and maintained by the Contractor and/or subcontractor, after the Contractor and/or subcontractor has reached its capacity.

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]

**ARTICLE II. SCOPE OF WORK (Continued)**

- 2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.**
- 3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.**
- 4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
  - a) Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.**
  - b) Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.****
- 5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.**
- 6. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.**
- 7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).**
- 8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).**
- 9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).**
- 10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.**

**ARTICLE II. SCOPE OF WORK (Continued)**

11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The contractor must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.
14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
  - a) Inspection of non-food preparation nutrition sites at least every other year.
  - b) Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
  - c) Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]

**ARTICLE II. SCOPE OF WORK (Continued)**

15. **Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).**
16. **Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.**
17. **Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.**
18. **Provide program information and assistance to the public.**
19. **Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.**
20. **Maintain a program data collection and reporting system as specified in Exhibit E of this Contract.**
21. **Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).**
22. **Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).**
23. **Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).**
24. **Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).**
25. **Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]**
26. **Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]**

**ARTICLE II. SCOPE OF WORK (Continued)**

27. Report a meal only once either as a Title III meal or a Title VI meal.
  28. Adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
  29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.  
[1 USC 7 - Section 3 of the Defense of Marriage Act]
  30. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants’ placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:**
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1324.19(a)(2)] [Welf. & Inst. Code §§ 9701(a), 9712.5(b)]



**ARTICLE II. SCOPE OF WORK (Continued)**

2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1324.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]
3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
6. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289] [PC 4675, PC 4700 et seq.]
7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)].

**ARTICLE II. SCOPE OF WORK (Continued)**

8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights and well-being of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]
9. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]
10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1324.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]
11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii)] [45 CFR 1324.19(a)(7)]:
  - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
  - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
  - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
  - d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]
  - e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]

**ARTICLE II. SCOPE OF WORK (Continued)**

12. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
  13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
  14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
- C. The Contractor shall ensure that the Elder Abuse Prevention program shall do some or all of the following:  
[OAA § 721]
1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
  2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
  3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
  4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
  5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
  6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;

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7. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
8. Conduct special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
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**ARTICLE I. FUNDS**

**A. Expenditure of Funds**

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

**In State Mileage/Per Diem (meals and incidentals)/Lodging:**  
<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor 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 the State. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

4. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, 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.

**B. Accountability for Funds**

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
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**ARTICLE I. FUNDS (Continued)**

**2. Financial Management Systems**

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

**C. Unexpended Funds**

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

**D. Funding Contingencies**

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition,

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
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**ARTICLE I. FUNDS (Continued)**

this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

**3. Limitation of State Liability**

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract.

**4. Funding Reduction(s)**

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
  - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
  - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
  - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
  - ii. Some contracts may be reduced by a greater amount than others, and
  - iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
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**ARTICLE I. FUNDS (Continued)**

**E. Interest Earned**

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
  - a. The Contractor receives less than \$120,000 in federal awards per year.
  - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
  - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
  - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

**ARTICLE II. BUDGET AND BUDGET REVISION**

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
  1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.



**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
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**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

2. Fringe Benefits.
  3. Contractual Costs – subcontract and consultant cost detail.
  4. Indirect Costs.
  5. Rent - specify square footage and rate.
  6. Supplies.
  7. Equipment - detailed descriptions and unit costs.
  8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
  9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
  10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
  2. Contractors 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.
  3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
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**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

**ARTICLE III. PROGRAM SPECIFIC FUNDS**

**A. Program Income**

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

**ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)**

**B. One-Time Only (OTO) Funds**

1. 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.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
  - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
  - b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
  - c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
  - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

**C. Matching Contributions**

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

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

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**ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)**

2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

**D. Area Plan Administration**

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III B, III C-1, III C-2, III E, and III C-1 and III C-2 General Fund administration allocations.

**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION**

- A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision containing allocation transfers is January 15<sup>th</sup> of the Contract period unless otherwise specified by CDA.

**D. Line Item Budget Transfers**

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III B, C-1, C-2, D & E. However, the Contractor shall not transfer funds designated for programs into administration.
2. The Contractor may make one transfer of funds between budget line items for Title III B, C-1, C-2, D, and E programs for the first 3 month period of the contract period in accordance with the Budget Display in Exhibit B and one transfer of funds for the period beginning October 1. CDA will process the transfer if sufficient funds are made available.

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**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)**

3. The Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
4. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
5. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the contract, and shall not include allocation transfers.

**E. Allocation Transfers**

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III B, C-1 and C-2 programs in accordance with the Budget Display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.
  - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).
  - b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified Contract period.

**F. Matching Requirements**

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).

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ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

3. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

G. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, C, & E funds allocated for Area Plan administration costs. During the Contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article VI of this Exhibit for reconciliation during the closeout period.)

H. Equipment

Equipment/Property with per unit cost of \$500 or more requires justification and approval from CDA and must be included in its approved Area Plan Budget.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AP 1920 Amendment 2**

**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)**

- I. The Title IIIC nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services to meet unduplicated client and meal goals. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title IIIC1 and Federal Title IIIC2.

**ARTICLE V. PAYMENTS**

- A. Title III B, III C, III D, III E, VII Ombudsman and VII-A Elder Abuse Prevention

The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

- B. Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, and Older Californians Act.

The Contractor shall submit a monthly expenditure report and a request for funds to CDA no later than the last business day of each month unless otherwise specified by CDA

- C. Payments will be made to reimburse expenditures reported unless contractor pre-selects an Advance method on CDA 122 at the time of contract execution.
- D. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
- E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.
- F. The funding balances for July 1 through September 30 will be determined from the Contractor's budget (CDA 122).
- G. The funding balances for October 1 through February 28 will be based on the contract budget display from the contract amendment until transfers are approved by Administration for Community Living.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AP 1920 Amendment 2**

**ARTICLE V. PAYMENTS (continued)**

- H. The funding balances for March 1<sup>st</sup> (or upon ACL approval whichever is the latter) through June 30<sup>th</sup>, will be based on the Contractor's final budget (CDA 122) (i.e., budget submitted with the contract amendment, the January 15<sup>th</sup> or April 30<sup>th</sup> budget).

**ARTICLE VI. CLOSEOUT**

- A. The Area Plan Financial Closeout Report (CDA 180) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors are required to submit Closeout Reports as instructed by CDA.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
- D. Closeout reporting documents must be addressed to the CDA Fiscal Team.
- E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.



**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT**

**A. General Assurances**

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
  - a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
  - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
  - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for NAPIS.
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "older relative caregiver" [OAA § 373(a)-(b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

15. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
- 93.042 Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).
- 93.043 Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III D).
- 93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B).
- 93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).
- 93.052 National Family Caregiver Support Program-Title III, Part E.
- 93.053 Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the subcontractors of

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:

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

17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.
19. The Contractor, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
20. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
21. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
  - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
  - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
  - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
22. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
23. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
24. The Contractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

25. The Contractor shall assure that the following publication conditions are met:

Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

- a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
- b. give the name of the entity, the address, and telephone number at which the supporting data is available and
- c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

**B. Assurances Specific to the Ombudsman Program**

The Contractor shall assure the following:

1. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
2. The Local Ombudsman Program, , its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
3. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A)] [45 CFR 1324.11(e)(2)(i)] [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(b)]
4. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]

**Additional Provisions – Exhibit E  
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**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

5. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
6. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(5)(B)] [45 CFR 1324.13(c)(3)] [Welf. & Inst. Code § 9719(a)]
7. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures.. [OAA §§ 705(a)(6)(C); 712(d)(2)] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
8. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(7)] [45 CFR 1324.13(h)(10)] [Welf. & Inst. Code § 9717(c)] [Statewide Standards for Legal Assistance in California]
9. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]
10. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:
  - a. All local staff that are wholly or partly funded by Ombudsman Program resources.

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

- b. Their titles/roles within the Program.
- c. The number of hours per week charged to the Local Ombudsman Program for each position.

[45 CFR 1324.13(b),(c)]

- 11. The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
- 12. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues [45 CFR 1324.13(b),(c)].
- 13. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records.  
[OAA § 705(a)(6)(C)] [45 CFR 1324.19(b)(2)(i)]  
[Welf. & Inst. Code §§ 9725; 15633(c)]
- 14. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c)]  
[45 CFR 1324.13(d)] [Welf. & Inst. Code § 9716(a)]
- 15. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

**C. Assurances Specific to Legal Service Providers (LSPs)**

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

- 1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.



**Additional Provisions – Exhibit E  
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**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.
9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV of this Agreement entitled, Amendments, Revisions, or Modifications.

**ARTICLE II. REPORTING PROVISIONS**

- A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements. [Welf. & Inst. Code § 9102 (a)(5)]
- B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

**ARTICLE II. REPORTING PROVISIONS (Continued)**

1. Quarterly, the Contractor shall submit data reports for OAA-funded programs as follows:

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

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team ([DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov)), a written explanation including the reasons for the delay and the estimated date of submission.
4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

**C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program services**

The Contractor shall submit program data reports electronically as follows:

1. Upload the NAPIS State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services Quarterly Aggregate Report Form (CDA 1022) via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
3. Submit performance data reports quarterly.
4. Submit NAPIS SPR reports annually.

**ARTICLE II. REPORTING PROVISIONS (Continued)**

- D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.**
- 1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.**
    - a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).**
    - b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.**
  - 2. The Contractor shall review and verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections, in accordance with CDA requirements.**

**E. Reporting Provisions Specific to the Ombudsman Program**

The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based NORS utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.

- 1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data sent to the corresponding AAA.**
  - 2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) with a copy to the AAA.**
- F. The Contractor shall have written reporting procedures specific to each program which include:**
- 1. Collection and reporting of program data for the Contractor and Subcontractor.**

**ARTICLE II. REPORTING PROVISIONS (Continued)**

2. Ensuring accuracy of all data from the Contractor and Subcontractor.
  3. Verification of the Contractor and Subcontractor data prior to submission to the CDA Data Team.
  4. Procedures for the Contractor and Subcontractor on correcting data errors.
  5. A methodology for calculating and reporting:
    - a. Total estimated unduplicated clients in each non-registered service.
    - b. Total estimated unduplicated clients in all non-registered services.
    - c. Total estimated unduplicated clients across all registered and non-registered services.
  6. A performance data monitoring process.
- G. The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.
- H. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention

1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) on the following reporting due dates:

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of “Elder Abuse Prevention, Education and Training Sessions” and “Elder Abuse Prevention Educational Materials” into CARS on a quarterly basis.

**ARTICLE II. REPORTING PROVISIONS (Continued)**

3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

- I. Reporting Provisions Specific to Title III C-2

The contractor shall provide quarterly data about their FY 2019-20 Title III C-2 Wait List(s), using a template provided by CDA, via email to [CDANutritionandHealthPromotion@aging.ca.gov](mailto:CDANutritionandHealthPromotion@aging.ca.gov). The categories may include, but are not limited to the following:

- Number of unduplicated clients on the Wait List
- Number of unduplicated clients removed from the Wait List
- Number of new unduplicated clients added to the Wait List

**ARTICLE III. APPEAL PROCESS**

- A. The Contractor may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710. Such appeal shall be filed within thirty (30) days of receipt of CDA's notice of adverse determination.
- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

**ARTICLE IV. TRANSITION PLAN**

- A. The Contractor shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
  1. A description of how clients will be notified about the change in their service provider.

**ARTICLE IV. TRANSITION PLAN (Continued)**

2. A plan to communicate with other organizations that can assist in locating alternative services.
  3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
  4. A plan to evaluate clients in order to assure appropriate placement.
  5. A plan to transfer any confidential medical and client records to a new contractor.
  6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
  7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
  8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
  9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM**

- A. Transition of Local Ombudsman Services
1. The Contractor shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.
  2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:

**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)**

- a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.
- b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

**B. Transition Plan**

- 1. The Contractor shall submit a Transition Plan to the State Ombudsman within fifteen (15) days from the occurrence of any of the following:
  - a. The Contractor's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.
  - b. The Contractor's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.
  - c. The Contractor's receipt of written notice of CDA's intent to terminate the Contract for Ombudsman services.
  - d. The Transition Plan shall be submitted to:

CDA OSLTCO  
1300 National Drive, Suite 200  
Sacramento, CA 95834  
Attn: State Ombudsman
- 2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
  - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.

**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)**

- b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.
- 3. The Transition Plan shall, at a minimum, include the following:
  - a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
  - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
  - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
  - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
  - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
- C. The Contractor shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the CDA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.