

CONTRACT #C2425.22

This Contract is entered into this 1st day of July, 2024, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and Long Term Care Services of Ventura County, Inc., a non-profit public benefit corporation, hereinafter called "Contractor."

WITNESSETH

WHEREAS, Contractor represents it is specially trained, experienced, expert and competent to perform the special services hereinafter described, and it is necessary and desirable that County engage Contractor to do so;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor shall perform the services and tasks described in Exhibit A hereto and all services and tasks reasonably necessary for the completion of the same (the "Work"). Contractor shall perform, and ensure all subcontractors perform, the Work in a safe, professional, skillful, and workmanlike manner.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications of this Contract, County will make payment to Contractor in the manner specified in Exhibit B.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, officer, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for any salary, sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, federal, state or local taxes, or other compensation, benefits or taxes of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, County will have no control over the means or methods by which Contractor will perform services under this Contract.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and

County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

Contractor agrees to defend, through attorneys approved by County, indemnify and hold harmless Indemnitee (as defined elsewhere herein) from and against all Third-Party Claims (defined elsewhere herein) made against indemnitee based upon any contention by any third party that an employer-employee relationship exists by reason of this contract. Contractor further agrees to hold Indemnitee harmless from and to compensate Indemnitee for any Third-Party Claims against Indemnitee for payment of state or federal income or other tax obligations relating to Contractor's compensation under the terms of this contract. Contractor will not settle or otherwise compromise a Third-Party Claim covered by this paragraph without County's advance written approval. This subsection does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of Contractor.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from July 1, 2024, through June 30, 2025, subject to all the terms and conditions set forth herein.

This Contract may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. **TERMINATION**

The County may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of, and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 6 (Termination) above.

8. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnatee"), against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), whether against Contractor, County or others, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except Third Party Claims litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of Indemnatee. Contractor shall not settle or otherwise compromise a Third Party Claim covered by this section without County's prior written approval. Contractor agrees to waive all rights of subrogation against Indemnatee for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. **INSURANCE PROVISIONS**

- A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
 - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be in excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County, its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County's Human Services Agency Fiscal Contracts Unit and Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.

3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by the Human Services Agency authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura
Human Services Agency – Fiscal Contracts Unit
855 Partridge Drive
Ventura, CA 93003

TO CONTRACTOR: Long Term Care Services of Ventura County, Inc.,
Ombudsman Program
2021 Sperry Avenue Suite 35
Ventura, CA 93003

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.

19. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

20. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

21. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

22. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

23. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

24. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

25. **MISCELLANEOUS**

- a. Third Party Beneficiaries. Except for indemnitees under sections 3 and 8 above, this contract does not, and the parties to this contract do not intend to, confer

a third-party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.

- b. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- c. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the party has executed this contract freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this contract.
- d. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- e. Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this contract shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- f. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.

26. **LIST OF EXHIBITS**

The Contractor shall comply with the Contract and the Exhibits listed below.

- Exhibit A-Scope of Work
- Exhibit B-Budget
- Exhibit C-Terms and Conditions

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

LONG TERM CARE SERVICES OF VENTURA COUNTY, INC.*

Authorized Signature

Authorized Signature

Melissa Livingston

Printed Name

Printed Name

Director, Human Services Agency

Title

Title

Date

Date

Tax Identification Number

Secretary of State Entity Number

LONG TERM CARE SERVICES OF VENTURA COUNTY, INC.

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer (or Treasurer), or (d) an Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

EXHIBIT A

SCOPE OF WORK – SERVICE REQUIREMENTS – FY 2024-25

CONTRACTOR: LONG TERM CARE SERVICES OF VENTURA COUNTY, INC.
**PROJECT: LONG TERM CARE OMBUDSMAN AND FAMILY CAREGIVER
SUPPORT PROGRAM PRE-PLACEMENT COUNSELING**

Contractor agrees to provide and report on the services that are described below.

Contractor agrees to provide advocacy services and ensure the rights and entitlements of older persons in long-term care facilities (skilled nursing facilities, residential care homes for the elderly and adult day health care programs) by investigating and resolving complaints and initiating corrective action when necessary. Services include, but are not limited to, investigation and resolution of complaints; training of personnel; promotion of and attendance at resident and family councils; representation of residents' interests before governmental agencies; analysis and monitoring of the development and implementation of federal, state, and local laws, regulations and other governmental policies and actions. The individuals targeted to receive Ombudsman Services are individuals 60 years of age or older who are residents of long-term care facilities. The Ombudsman also processes complaints regarding adult day health care facilities and intermediate care facilities for the developmentally disabled.

SERVICE UNIT AND REPORTING REQUIREMENTS

Long Term Care Ombudsman

Activity		2024-25 Service Requirements
OUTCOME 1:		
A	Complaint Resolution - % of open complaints resolved/partially resolved	94%
B	Work with Resident Councils - Meetings attended	299
C	Work with Family Councils - Meetings attended	6
D	Consultations to Facilities	4,000
E	Information and Consultations to Individuals	10,000
F	Community Education Sessions	48
OUTCOME 2:		
A	Facility Coverage - Nursing Facilities (SNFs) to be visited quarterly not in response to complaint	100%
B	Facility Coverage - Residential Care Facilities (RCFEs) to be visited quarterly not in response to complaint	95%
C	Number of full-time equivalent Ombudsman staff (on average during year)	4.3
D	Number of certified LTC Ombudsman volunteers (on average during year)	35
OUTCOME 3:		

Activity		2024-25 Service Requirements
A	Training Sessions on NORS - Minimum training session	1

Systemic Advocacy Effort

Long Term Care Services of Ventura County (Ombudsman) will expand efforts in working with families of residents to encourage them to work together in forming Family Councils. By law, facilities must provide a place for Family Councils to meet and must advertise the council. Long Term Care Services will create marketing materials for families and facilities to aid them in forming the councils and will provide technical support in their formation. Families are not required to form a council, but our plan is to help create a best practices council that can be used as a model for other facilities. Long Term Care Services will provide training to staff and volunteers in the creation and formation of effective councils, and will create new marketing materials to help with the creation of new councils.

Family Caregiver Support Program (FCSP) Pre-Placement Counseling

Contractor agrees to provide and report the Caregiver Counseling (Caring for the Elderly) program requirements that are described below:

Service Category:	Caregiver Counseling (Caring for the Elderly)	
Description:	An FCSP Support Service provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of support needed for stress, depression, and loss as a result of caregiving responsibilities. This service (A) may involve his or her informal support system; (B) may be individual direct sessions and/or telephone consultations, and (C) may address caregiving-related financial and long-term care placement responsibilities.	
NAPIS¹ Category:	FCSP 1 – Support Service	
Funding Source:	Title III E (Older Americans Act)	
Registered Service? (Yes/No):	Yes ²	
One Unit Equals:	One (1) Hour	
Minimum Number of Units to be Provided:	150 (hours)	
Minimum Number of Unduplicated Clients to be Served:	140	

Other Requirements and Notifications

1. Service requirements are contingent upon funding and subject to change accordingly.
2. Contactor understands there are special eligibility requirements for individuals to receive these grant-funded services. To receive these services, caregivers and care receivers must meet *at least one* of the following definitions³: (1) A *Title III E Eligible*

¹ NAPIS = National Aging Program Information System

² YES = Contactor agrees to complete a Registered Service Client Information Form (Family Caregiver/Receiver Form) for each client served using grant funded services.

Family Caregiver is a person 18 years of age or older and a family member or another individual (e.g., friend or neighbor) who is an informal unpaid provider of in-home or community care. The care receiver must be aged 60 or older or *an individual of any age* with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (dementia, Parkinson's disease, Huntington's disease, etc., but not stroke).

The California Long-Term Care Ombudsman Program Designation Standards for Approved Organizations

These standards were issued by the California Department of Aging (CDA) on July 1, 2015, via Program Memo PM 08-29(P), affecting Title III B and Title VII funding to provide long term care ombudsman services.

Introduction

The California Long-Term Care (LTC) Ombudsman Program is mandated by both federal and State law and regulations. The following quotation from the Older Californians Act (Welfare and Institutions Code, beginning with Section 9700) establishes the State legislative mandate of the California LTC Ombudsman Program:

9700. (a) The Legislature recognizes that the department, pursuant to a grant from the federal government, has established a Long-Term Care Ombudsman Program.

(b) The Legislature declares that it is the public policy of this state to encourage community contact and involvement with elderly patients or residents of long-term care facilities or residential facilities through the use of volunteers and volunteer programs, and nothing in this chapter shall be construed as limiting or restricting the continuation of relationships established between ombudsmen, the elderly patients or residents of long-term care facilities or residential facilities, and the operators of these facilities.

(c) The Legislature finds that in order to comply with the federal Older Americans Act (42 U.S.C. Sec. 3001, et seq.), as amended, and to effectively assist residents, patients, and clients of long-term care facilities in the assertion of their civil and human rights, the structure, powers, and duties of the Long-Term Care Ombudsman Program must be specifically defined.

9701. Unless the contrary is stated or clearly appears from the context, the following definitions shall govern the interpretation of this chapter:

(a) "Approved organization" means any public agency or other appropriate organization that has been designated by the department to hear, investigate, and resolve complaints made by or on behalf of patients, residents, or clients of long-term care facilities relating to matters that may

affect the health, safety, welfare, and rights of these patients, residents, or clients.

The LTC Ombudsman Program, with its special mandates from Congress and the State Legislature, is unique. The laws and regulations governing the delivery of Ombudsman services require that the Office of the State Long-Term Care Ombudsman (OSLTCO) provide administrative policy, technical direction, and program monitoring, while at the same time administrative monitoring and contracting activities are carried out by the Area Agencies on Aging (AAAs).

The AAA selects the “approved organization” recommended for designation utilizing its normal Request for Proposals and contracting procedures. Before the final award of a contract is made by the AAA, the OSLTCO shall review the selection to determine if the agency chosen by the AAA is free from all conflicts of interest and meets the designation requirements of the Older Americans Act (OAA), as specified in 42 U.S.C. 3058g (a)(5). AAAs may provide the Ombudsman Program directly if it is necessary to assure that adequate services are provided or if it is more economical for services to be provided by the AAA rather than comparable services purchased from a service provider. Once the OSLTCO has completed its review of the organization recommended for designation and finds that there are no obstacles, the State LTC Ombudsman will designate the organization as the local Ombudsman Program. If the OSLTCO finds that the organization recommended for designation is not free from conflict of interest or fails to meet the other requirements specified in the Older Americans Act, the OSLTCO will inform the AAA that they will need to identify an organization that meets the requirements of the Act.

Assurances Specific to the Ombudsman Program

The Contractor shall assure the following:

1. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.
2. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program.
3. 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)]
4. 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]
5. 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)]
6. 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]
 7. 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)]
 8. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(6)(B)] [45 CFR 1324.13(c)(3)] [Welf. & Inst. Code § 9719(a)]
 9. 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)] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
 10. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(8)] [45 CFR 1324.13(h)(10)] [Welf. & Inst. Code § 9717(c)] [Statewide Standards for Legal Assistance in California]
 11. 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)]
 12. 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.
 - 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)]

13. The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
14. 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)]
15. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 712(a)(3)(D)] [45 CFR 1324.19(b)(2)(i)] [Welf. & Inst. Code §§ 9725; 15633(c)]
16. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential email messages to and from CDA. [OAA § 712(c)] [45 CFR 1324.13(d)] [Welf. & Inst. Code § 9716(a)]
17. 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.

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.
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.

Additional Terms and Assurances for Family Caregiver Support Program

Assurances

In providing Family Caregiver Support Program (FCSP) services to a family caregiver, or an older individual who is a relative caregiver, priority shall be given for services under Title III, Part E, Section 373(c)(2) to:

1. Family caregivers who provide care for older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.
2. Family caregivers or relative caregivers who are older individuals age 60 year of age or older [as defined in title I, section 102(40)] with greatest social need, with greatest economic need, and with particular attention to low income individuals.

Greatest Social Need – A senior is in greatest social need if the individual has two (2) or more of the following characteristics: is physically and/or mentally disabled, has a language or communication barrier, lives alone, or is aged 75 or older.

Greatest Economic Need – Any person 60 years of age or older whose income level is estimated to be at or below the 2024 Department of Health and Human Services guidelines for the federal poverty level, which are shown below:

2024 Poverty Guidelines for the 48 Contiguous States and the District of Columbia	
Persons in Family/Household	Poverty Guideline
1	\$15,060
2	\$20,440
3	\$25,820
4	\$31,200
5	\$36,580
6	\$41,960
7	\$47,340
8	\$52,720

For families/households with more than 8 persons,
add \$5,380 for each additional person.

NOTE: The poverty guideline figures above are NOT the figures the Census Bureau uses to calculate the number of poor persons. The figures that the Census Bureau uses are the poverty thresholds.

The Contractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with Title III, Part E, Section 373(d) of the OAA and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants in community service settings (and programs).

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 contractors.

In order for Family Caregivers to receive respite or supplemental services, the care receiver must meet the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, continence, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.

Costs Not Allowed

1. Title III E funds cannot be used to support the following activities:
 - a. To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
 - b. To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly);
 - c. To supplement the service unit cost of "a participant day" at an adult day care program.
2. Title III E Supplemental Funds cannot be used to support the following activities
 - a. Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
 - b. Providing ongoing assistance to a care receiver living alone;
 - c. Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
 - d. One-time, end-of-the-year assistance without an identified individual caregiver need.
3. 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), Title VII, or Community-Based Services Programs.

4. 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., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental Services Regional Centers, Department of Mental Health Caregiver Resource Centers, Linkages, Alzheimer's Day Care Resource Centers, Respite Purchase of Service, and other Title III funded providers.

Additional Assurances Required for the Long Term Care Ombudsman Program

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)]
2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to 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. Regardless of the source of the complaint, Ombudsman representatives must support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1), 1324.19(b)] [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:
 - a. Advance health care directives for residents of skilled nursing facilities [Probate Code § 4675]
 - b. Property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families. [HSC § 1289]

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)].
8. 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 National Ombudsman Reporting System (NORS) utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.
9. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]
10. Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulations, and other governmental policies and actions, that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]
11. 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)]
12. 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)]
13. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account, Licensing and Certification Program Fund, Skilled Nursing Facility Quality and Accountability Fund, CARES Act, Elder Justice Act, and Older Californians Act funds to support activities for the overall program.
14. Review and approve claims for Citation Penalties Account, Licensing and Certification Program Fund, Skilled Nursing Facility Quality and Accountability Fund, CARES Act, Elder Justice Act, and Older Californians Act funds.
15. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation

Penalties Account, Licensing and Certification Program Fund, Skilled Nursing Facility Quality and Accountability Fund, CARES Act, Elder Justice Act, and Older Californians Act funds.

16. 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 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."

Contract Budget		Exhibit B	
1. CONTRACTOR NAME: Long Term Care Services of Ventura County, Inc.			
2. PROGRAM ACTIVITY/PROJECT NAME: Long Term Ombudsman			
3. PERFORMANCE PERIOD		4. EFFECTIVE DATES	
FROM: 7/1/2024	TO: 6/30/2025	INITIAL CONTRACT EFFECTIVE DATE: 7/1/2024	
		AMENDMENT #:	
CONTRACT #: C2425.22		AMENDMENT EFFECTIVE DATE:	

BUDGET SUMMARY			
I. DIRECT PROGRAM EXPENSES	GRANT SUMMARY	MATCH/NON-MATCH (In-Kind or	PROGRAM INCOME
A. Staff Salaries	\$ 321,044	\$ 216,573	
B. Staff Fringe Benefits	\$ -	\$ -	
C. Program Operating Expenses	\$ -		
E. Equipment	\$ -	\$ -	
D. Contractual Services	\$ -		
F. Other	\$ 42,000		
SUBTOTAL SECTION I -DIRECT PROGRAM EXPENSES	\$ 363,044	\$ 216,573	\$ -
II. INDIRECT COSTS	\$ 20,710	\$ 91,990	\$ -
TOTAL BUDGETED AMOUNT	\$ 383,754	\$ 308,563	\$ -

BUDGET DETAIL				
I. DIRECT PROGRAM EXPENSES				
A. Staff Salaries (List Position/Title)	Monthly Salary	FTE(S)	# of Months	Total
Case Coordinator	\$4,778	1.00	12	\$ 57,330
Ombudsman Coordinator	\$5,167	1.00	12	\$ 62,000
Exec Director	\$9,250	1.00	12	\$ 111,000
Field Service Specialist	\$2,750	1.00	12	\$ 32,994
Field Service Specialist	\$1,324	1.00	12	\$ 15,886
Field Service Specialist	\$2,342	1.00	12	\$ 28,106
Data Assistant	\$1,144	1.00	12	\$ 13,728
				\$ -
A. Subtotal Staff Salaries				\$ 321,044

B. Staff Fringe Benefits	Rate (%)	Total
Payroll Taxes (Social security, Medicare, etc.)		\$ -
Health Benefits		\$ -
Retirement Contributions		\$ -
Other (please describe):		\$ -
Other (please describe):		\$ -
B. Subtotal Staff Fringe Benefits		\$ -

C. Program Operating Expenses (Must be verifiable and cannot also be treated as an Indirect Cost.)	Budget Justification & Calculation Details	TOTAL
Staff Travel, Facility Lease/Mortgage, Telephone/Utilities, Insurance Related to the Program, Office Supplies & Equipment*, Other Program Costs	Use the percentage of program payroll amounts to determine.	\$ -
		\$ -
C. Subtotal Direct Program Operating Expenses		\$ -

(*Note: For equipment items over \$5,000 and a useful life of more than one year, additional approval is needed. Please list all such items individually with the per-unit costs.)

D. CONTRACTUAL SERVICES (List legal entity name for each)	Contract Description & Cost Details	Subaward (S) or Vendor (V) (to follow)	Total
			\$ -
			\$ -
D. Subtotal Contractual Services			\$ -

E. EQUIPMENT Vendor Name	Description & Cost Details	TOTAL
		\$ -
		\$ -
E. Subtotal Food Costs		\$ -

Contract Budget		Exhibit B
1. CONTRACTOR NAME: Long Term Care Services of Ventura County, Inc.		
2. PROGRAM ACTIVITY/PROJECT NAME: Long Term Ombudsman		
3. PERFORMANCE PERIOD FROM: 7/1/2024 TO: 6/30/2025		4. EFFECTIVE DATES INITIAL CONTRACT EFFECTIVE DATE: 7/1/2024 AMENDMENT #: AMENDMENT EFFECTIVE DATE:
CONTRACT #: C2425.22		

F. OTHER (Please Describe)	Budget Justification & Calculation Details	
Training		\$ 8,000
Volunteer Expenses		\$ 34,000
		\$ -
F. Subtotal Other		\$ 42,000

DIRECT PROGRAM COSTS TOTAL	\$ 363,044
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II. INDIRECT COSTS* (Use one of the options below.)				
	Rate (%)	Cost Base Rate Applied to (Amount)	Cost Base (Type)	Total
1. Federally Negotiated Indirect Cost Rate (Must attach your approved ICRA)				\$ -
2. De Minimis 10%	6%	\$ 363,044	MTDC	\$ 20,710
3. Other Program Special Rate (May be referenced in RFP, provide details)				\$ -
INDIRECT COSTS TOTAL				\$ 20,710

*Please note that items cannot be charged as both Direct Program Expenses and Indirect Costs. See 2 CFR §200.412-§200.415.

Please list the general items classified by your agency as Indirect Costs: Mileage, supplies, minor equipment, etc.

Contract Budget	Exhibit B
1. CONTRACTOR NAME: Long Term Care Services of Ventura County, Inc.	
2. PROGRAM ACTIVITY/PROJECT NAME: Family Caregiver Pre-Placement Counseling	
3. PERFORMANCE PERIOD FROM: 7/1/2024 TO: 6/30/2025	4. EFFECTIVE DATES INITIAL CONTRACT EFFECTIVE DATE: 7/1/2024 AMENDMENT #: AMENDMENT EFFECTIVE DATE:
CONTRACT #: C2425.22	

BUDGET SUMMARY			
I. DIRECT PROGRAM EXPENSES	GRANT SUMMARY	MATCH/NON-MATCH (In-Kind or	PROGRAM INCOME
A. Staff Salaries	\$ 27,624	\$ 6,000	
B. Staff Fringe Benefits	\$ -	\$ 906	
C. Program Operating Expenses	\$ -		
E. Equipment	\$ -	\$ -	
D. Contractual Services	\$ -		
F. Other	\$ -		
SUBTOTAL SECTION I -DIRECT PROGRAM EXPENSES	\$ 27,624	\$ 6,906	\$ -
II. INDIRECT COSTS	\$ -	\$ -	\$ -
TOTAL BUDGETED AMOUNT	\$ 27,624	\$ 6,906	\$ -

BUDGET DETAIL				
I. DIRECT PROGRAM EXPENSES				
A. Staff Salaries (List Position/Title)	Monthly Salary	FTE(S)	# of Months	Total
Exec. Director	\$583	0.72	12	\$ 5,000
Program Manager	\$667	0.75	12	\$ 6,000
PrePlace Cnslr	\$1,083	0.85	12	\$ 11,000
Benefits	\$544	0.86	12	\$ 5,624
				\$ -
				\$ -
				\$ -
				\$ -
A. Subtotal Staff Salaries				\$ 27,624

B. Staff Fringe Benefits	Rate (%)	Total
Payroll Taxes		\$ -
(Social security, Medicare, etc.)		\$ -
Health Benefits		\$ -
Retirement Contributions		\$ -
Other (please describe):		\$ -
Other (please describe):		\$ -
B. Subtotal Staff Fringe Benefits		\$ -

C. Program Operating Expenses	Budget Justification & Calculation Details	TOTAL
(Must be verifiable and cannot also be treated as an Indirect Cost.)		
Staff Travel, Facility Lease/Mortgage, Telephone/Utilities, Insurance Related to the Program, Office Supplies & Equipment*, Other Program Costs	Use the percentage of program payroll amounts to determine.	\$ -
		\$ -
C. Subtotal Direct Program Operating Expenses		\$ -

(*Note: For equipment items over \$5,000 and a useful life of more than one year, additional approval is needed. Please list all such items individually with the per-unit costs.)

D. CONTRACTUAL SERVICES	Contract Description & Cost Details	Subaward (S) or Vendor (V) (to follow)	Total
(List legal entity name for each)			\$ -
			\$ -
D. Subtotal Contractual Services			\$ -

E. EQUIPMENT	Description & Cost Details	TOTAL
Vendor Name		\$ -
		\$ -
E. Subtotal Food Costs		\$ -

Contract Budget		Exhibit B
1. CONTRACTOR NAME: Long Term Care Services of Ventura County, Inc.		
2. PROGRAM ACTIVITY/PROJECT NAME: Family Caregiver Pre-Placement Counseling		
3. PERFORMANCE PERIOD FROM: 7/1/2024 TO: 6/30/2025		4. EFFECTIVE DATES INITIAL CONTRACT EFFECTIVE DATE: 7/1/2024 AMENDMENT #: AMENDMENT EFFECTIVE DATE:
CONTRACT #: C2425.22		

F. OTHER (Please Describe)	Budget Justification & Calculation Details	
		\$ -
		\$ -
F. Subtotal Other		\$ -

DIRECT PROGRAM COSTS TOTAL	\$ 27,624
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II. INDIRECT COSTS* (Use one of the options below.)				
	Rate (%)	Cost Base Rate Applied to (Amount)	Cost Base (Type)	Total
1. Federally Negotiated Indirect Cost Rate (Must attach your approved ICRA)				\$ -
2. De Minimis 10%	0%	\$ 27,624	MTDC	\$ -
3. Other Program Special Rate (May be referenced in RFP, provide details)				\$ -
INDIRECT COSTS TOTAL				\$ -

*Please note that items cannot be charged as both Direct Program Expenses and Indirect Costs. See 2 CFR §200.412-§200.415.

Please list the general items classified by your agency as Indirect Costs: Mileage, supplies, minor equipment, etc.

Exhibit C - Special Terms and Conditions Specific to California Dept. of Aging Subcontracts

1. Secretary of State

- a. The Contractor agrees that during the terms of this agreement that they are of sound financial status. Any Contractor that is a private corporation, Joint Powers Agreement (JPA) or private nonprofit must be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement. Failure to maintain good standing shall result in suspension or termination of this Agreement with HSA until satisfactory status is restored.

2. Definitions

Under the terms of this contract, the following definitions apply:

AAA means the Ventura County Area Agency on Aging, a division within the Human Service Agency. This is also abbreviated as VCAAA.

CCR means California Code of Regulations.

CDA means California Department of Aging.

CFR means Code of Federal Regulations.

Child means an individual who is not more than eighteen (18) years of age.

Contractor means the legal entity that receives funds from the County of Ventura to provide direct services identified in and in accordance with this Agreement. This term may be used interchangeably with Subrecipient and Grantee.

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]

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]

Individuals eligible to receive Senior Nutrition Program meals are as follows:

- *Congregate Meals* – Individuals eligible to receive meals at a congregate site are as follows:
 - a) Any older individual.
 - b) The spouse of any older individual.
 - c) 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.
 - d) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - e) 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)]
- *Home-Delivered Meals* – Individuals eligible to receive a home-delivered meal are individuals who are:
 - a) 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)].

- b) 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.
- c) 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.
- To-Go Meals means meal that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.
 - a) C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
 - b) C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

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 of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

Older Relative Caregiver means a caregiver who is:

- a. Is age 55 or older; and
 - b. 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;
 - c. In the case of a caregiver for a child:
 - 1. Is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - 2. 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
 - 3. Has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally.
 - d. 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)]

Caregiver Assessment means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b) of the OAA. Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]

Health Insurance Counseling and Advocacy Program (HICAP) means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541] See State Health Insurance Assistance Program (SHIP) below.

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.

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)]

In-kind Contributions means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

Matching Contributions (called **Recipient Local Share** for Title V: [OAA § 502(c)(2)] [20 CFR 641.809]) means local cash and/or in-kind contributions made by the Contractor, Subcontractor, or other local resources. Matching Contributions qualify as match for the Contract funding. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements. Any matching contributions, or Recipient Local Share, (cash or in-kind) must be reported monthly and be verifiable from the records of the Contractor or a subcontractor. Matching contributions, or Recipient Local Share, must be used for allowable costs in accordance with the Code of Federal Regulations [2 CFR 200] and [2CFR 2900].

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.).

Nutrition Education means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

OAA means the Older Americans Act.

OMB means the federal Office of Management and Budget.

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

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

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

Recoverable Cost means the questioned cost identified from an audit.

One-Time-Only Funds means:

- a. Titles III and VII federal funds allocated to the HSA-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)]

- 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 re-allotment process. [22 CCR 7314(a)(8)]

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.

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)]

Program Income means revenue generated by the Contractor or subcontractor from contract-supported activities and may include:

- a. Voluntary contributions received from a participant or responsible party as a result of services.
- 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.
- d. Proceeds from sale of goods created items purchased under grant funds.

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).

State and **Department** mean the State of California and the California Department of Aging (CDA) interchangeably.

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

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, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, 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)]

Title III C-2 (Home-Delivered Nutrition Services) means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition 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)] Title III C-2 meals are compliant with the Older Californians Nutrition Program Menu Guidance.

Title III D (Health Promotion Evidenced-Based) 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 programs include programs related to the prevention and mitigation of the effects of chronic diseases (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), infectious disease, and vaccine-preventable disease, and prevention of sexually transmitted diseases. Evidence-based services also include programs focused on alcohol and substance abuse reduction, chronic pain management, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition. [OAA 102 (14)(D)]

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)]

USC means United States Code.

Vendor means an entity providing a product or service to the County of Ventura or its subcontractor(s).

3. Program Budget and Payment Schedule

- a. 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.

(<https://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.

- b. Costs incurred by the Contractor or subcontractor must be verifiable from the records of

the Contractor or subcontractor and must be allowable as outlined in the Code of Federal Regulations [2 CFR 200] and [2CFR 2900] and may be cash or in-kind contributions.

4. Reporting and Evaluation

The Human Services Agency may, at its discretion, conduct periodic evaluations or audits of the Program. Contractor shall cooperate with the Human Services Agency in evaluations of the Program as scheduled by the Human Services Agency. Contractor will collect and make available all pertinent project information as needed and/or requested and participate in any project site visits made by the Human Services Agency. No request for payment of funds shall be approved by the Human Services Agency's representative until such reports have been timely filed.

5. Information Integrity and Security

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

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

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

Encryption of Computing Devices

The Contractor, and its subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number,

financial account numbers, symbol or other identifying characteristic assigned to the individual, such as fingerprint, voiceprint or a photograph.

4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. Contractor, and its Subcontractors/Vendors, will not, except as otherwise specifically authorized or required by this agreement or court order, disclose any identifying information obtained under the terms of this agreement to anyone other than the Human Services Agency and/or the California Department of Aging without prior written authorization from the Human Services Agency and/or the California Department of Aging. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. Contractor, and its Subcontractors/Vendors, may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give blanket authorization to sign a blank release, nor shall Contractor accept such from any participant. The Contractor may allow a participant to authorize the release of information to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

Security Awareness Training Requirement

The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter. The Contractor must maintain certificates of completion on file and provide them to HSA-AAA upon request.

Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

Security Incident Reporting

A security incident occurs when information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located on the CDA website at <https://www.aging.ca.gov/>

Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up to date on all systems on which State data may be stored or accessed.

Electronic Backups

The Contractor and its Subcontractors/Vendors shall ensure that all electronic information

is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

6. State Licensure Requirements

Contractor represents or warrants that it possesses or will possess all necessary licenses, permits, notices and certificates required to provide the services which are the subject of this agreement prior to the commencement date of the agreement.

7. Contributions for Social Services

Contractor shall provide older persons receiving services the opportunity to contribute to all or part of the costs of the social services provided. Contractor will consult with the project consumer participation body regarding proposed contributions. Each individual recipient will determine what he or she is able to contribute toward the cost of the social service. No older person will be denied a social service because of his or her failure to contribute.

Means tests shall not be used by any Contractor for any Title III or Title VII services, nor shall services be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.

The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution

a. Each service provider will:

- Provide each recipient with an opportunity to voluntarily contribute to the cost of the service
- Establish appropriate procedures to safeguard and account for all contributions.
- Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

In the event that Contractor generates program income from a program funded by this agreement, this income must be reported and expended under the same terms and conditions as the program funds from which it is generated. Program income must be used to expand baseline services and be used to pay for current allowable costs of the program in the same fiscal year that the income was earned. For programs funded by Title III B, Title III C, Title III D, Title III E, Title VII Ombudsman and Title VII-A Elder Abuse Prevention programs, program income must be expended prior to drawing down additional funds as required in [2 CFR 200.305(b)(5)] and [2 CFR 200.307(e)] and may reduce the total amount of contract funds payable to Contractor. Program income may not be used to meet the matching requirements of this contract.

8. Nondiscrimination

Contractor shall comply with all federal and state statutes relating to nondiscrimination, including those contained in the Contractor Certification Clauses (CCC1005) which is hereby

incorporated by reference. These include but are not limited to:

- (a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e et. seq.), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261);
- (b) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;
- (c) Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicap;
- (e) the Age Discrimination Act of 1975, as amended (42 USC §§6101-6107), which prohibits discrimination on the basis of age;
- (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse;
- (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;
- (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability (22 CCR § 98323), Title VII of the Civil Rights Act of 1968 (42 USC §§ 43601 et seq.) as amended, relating to nondiscrimination in the sale, rental or refinancing of housing;
- (j) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (k) the requirements of any other nondiscrimination statute(s) which may apply to this agreement.

California Civil Rights Laws

The Contractor shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

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

Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC §§ 12101 et seq.)

Inquiries and Complaints Regarding National Origin

Contractor must designate an employee to whom initial complaints or inquiries regarding national origin can be directed. The name of the designated individual shall be provided to the HSA-AAA Grants Administrator. Complaints relating to national origin discrimination shall be handled by the Contractor. If the complaint is not resolved, the complainant shall be provided to the HSA-AAA Grants Administrator. The Contractor shall notify HSA-AAA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

Limited English-Speaking Participants

Contractor agrees to provide the Ventura County Human Services Agency on Aging with the following information regarding program participants: number or proportion of limited English- speaking (LEP) persons likely to be encountered by the program, frequency with which LEP individuals come in contact with the program, nature and importance of the services provided to people's lives.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq., 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR 98300 et seq. Contractor shall take reasonable steps, based upon the group-needs assessment identified above, to ensure that "alternative communication services" are available to non- English speaking or LEP beneficiaries of services under this Agreement. [2 CCR 11162]

Based on findings of the group-needs assessment, the Contractor shall ensure reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [2 CCR 11162]

"Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following: Interpreters or bilingual providers and provider staff, contracts with interpreter services, use of telephone interpreter lines, sharing of language assistance materials and services with other providers, translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs and referral to culturally and linguistically appropriate community service programs.

9. Training

Contractor agrees to participate in staff training and development programs provided by the Human Services Agency, California Department of Aging, Administration on Aging, or any of their agents. Contractor shall make budget provisions to pay for the travel, per diem, and tuition costs of such efforts as required or necessary.

10. Lobbying Certification

Contractor certifies to the best of its knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, or an officer or employee of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions. The form is available upon request from the Human Services Agency.
3. This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Subcontracts and Assignments

In the event any subcontractor or assignment is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all of the terms of this agreement, and the responsibility for ensuring the availability and retention of records of subcontractors and assignments in accordance hereto.

No subcontract or assignment utilizing funds from this agreement shall be entered into which has a term extending beyond the ending date of this agreement as set forth in Article II hereto. Any subcontracts to provide program services under this agreement shall be approved in writing by a Human Services Agency designated representative and shall have no force or effect until so approved and will be subject to the provision of this agreement.

Purchase of items such as standard commercial supplies, office space, or printing services do not require a subcontract and do not require prior Human Services Agency approval. A copy of any executed subcontract or assignment must be forwarded to the Human Services Agency within thirty (30) days after the beginning of the subcontract or assignment. Contractor will be responsible for monitoring the insurance requirements of its subcontractors in accordance with requirements of this contract.

Conflict of Interest

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

Covenant Against Contingent Fees

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

12. Recordkeeping

Contractor shall maintain complete records (which shall include, but not be limited to: accounting records; contracts; agreements; reconciliation of the "Financial Closeout Report"

to the audited financial statements, single audit, and general ledgers; a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation; letters of agreement; insurance documentation in accordance with this contract; Memorandums and/or letters of understanding; patient or client records; and, electronic files) of its activities and expenditures hereunder in a form satisfactory to the Area Agency and the California Department of Aging in compliance with the laws and regulations of the State of California and the Department of Health and Human Services. The financial records of Contractor as they pertain to this contract are subject to audit by the Area Agency. Contractor shall allow the California Department of Aging, the Controller General of the United States, or duly authorized representatives of any of those entities, to inspect Contractor books and records at any time during the contract period, and for a minimum period of four (4) years after the expiration of the contract. Contractor shall maintain responsibility for such records, both during the contract period and for a minimum four (4) year period following the last transaction related to the contract. Records for non-expendable property must be retained for a minimum of four (4) years subsequent to the final disposition of this property. All original source documents must be retained until an audit resolution is completed or four (4) years from the end of the fiscal year for which the document is prepared. The VCAA recommends that Contractor contact the VCAA Grants Manager before disposing of any records.

If any unauthorized expenditures, unallowable expenditures, or irregularities are discovered, Contractor is responsible for making any necessary reparation to the County. If an audit is commenced or discovers any unallowable expenditures or irregularities, the records must be kept by Contractor as long as necessary until the issue is satisfactorily resolved. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

13. Unexpended Funds

Contractor understands and agrees that there is no provision for carryover of unexpended funds at the end of the contract period. Any money obligated under this contract (even if in the possession of Contractor) but not needed to meet incurred obligations will be returned with the Financial Closeout Report to the Area Agency.

14. Audit and Closeout Requirements

General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, California Department of Aging (CDA) staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit all Contractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that Area Agency is informed of an audit by an outside federal or State government entity affecting the Contractor, Area Agency will provide timely notice to Contractor.
2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the Area Agency, the federal government, the

State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request. All agreements entered into by the Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).

3. The Contractor shall cooperate with and participate in any further audits, which may be required by the State, including CDA fiscal and compliance audits.

Fiscal and Compliance Audits

1. The Area Agency shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. These fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements
 - a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the Area Agency.
 - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
 - c. For purposes of reporting, the Contractor shall ensure that Federal-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number along with the related State-Funded expenditures.
 - d. For contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through the Area Agency on Aging.
2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout shall be maintained and made available for Area Agency review.
3. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of

contracts or agreements. Within thirty (30) days after the close of the project period or when requested by the Area Agency (whichever comes earlier), Contractor shall provide the Area Agency with an ending "Financial Closeout Report" signed by Contractor's representative. The Area Agency shall provide Contractor the form on which to complete the Financial Closeout Report, and the Financial Closeout Report shall contain all the information required by the Area Agency.

4. The Contractor shall ensure that single audit reports, including those of its subcontractors, meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
5. Contract resolution includes:
 - a. Contractor will ensure that appropriate corrective action has been taken to correct instances of non-compliance with federal laws and regulations. Corrective action shall be taken within six months after the Area Agency receives Contractor's audit report.
 - b. Reconciling reported expenditures to the amounts identified in the single audit or other type of audit if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Area Agency must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles. [2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements and standards. Contractor shall permit independent auditors to have access to the records and financial statements as necessary for Contractor to comply with OMB Circular A-133.
8. The Contractor shall disclose to the Area Agency whether audit findings were issued; and, if applicable, any communication or follow-up performed to resolve the findings.
9. A reasonably proportionate share of the costs of audits required by and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable.

Contractors expending less than \$750,000 in total federal funds are exempt from federal audit requirements, but their records must be available for review. Area Agency reserves the

right to determine whether Contractor expended the funds provided under this agreement in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of Contractor (financial statements including working papers and accounting records) or through other means (e.g., monitoring reviews) if Contractor has not been audited. Accounting records must contain receipts and/or other documentation to support all claims.

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 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 Nonprofit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

15. Promotional and Marketing Items

The Contractor, and its Subcontractor/Vendors, shall comply with Governor’s Executive Order 2-18-2011, which bans expenditures of State funding on promotional and marketing items colloquially known as “S.W.A.G.” or “Stuff We All Get.”

16. Equipment and Property (per State Contract Manual – Section 3.17.2)

1. Unless otherwise provided for in this section, property refers to all assets, capitalized or non-capitalized, used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.
2. Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless

of cost requires justification from Human Services Agency and approval from CDA. HSA-AAA will request the approval from CDA. All such items must be included in HSA-AAA's approved Area Plan Budget, as well as in the contractor's budget. Please note an approved budget is not approval for equipment purchase.

Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:

- (a) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - (b) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - (c) All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Non-capitalized property includes those items which do not meet all three requirements listed above.
4. Additions, improvements, and betterments to assets meeting all of the conditions in Section 2(b) above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
5. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
6. The Contractor shall utilize procurement procedures as follows:
 - a. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - b. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).
7. Any equipment purchased under Older Americans Act programs will be subject to review over the life of the equipment and, if not used, underused or misused, may be claimed by the Human Services Agency.
8. The State shall retain title to all equipment purchased wholly or in part with federal and state funds and described as "Equipment" in the budget set forth in the grant application incorporated herein by reference to the extent permitted under federal and state regulations.
9. Contractor is required to keep records of the following information when property is purchased with Grant funds. This information should include the date acquired, property description (including model number), property identification number, serial number, rate of depreciation (or depreciation schedule) if applicable, and cost. This information is to

be provided to the Human Services Agency.

CDA tag number or other tag shall identify property purchased with Grant funds as State of California property. The asset tag shall be affixed to equipment/ property with per unit cost of \$5,000 or more.

Contractor shall keep track of all property purchased with Grant funds from this Agreement, whether capitalized or not. Contractor shall submit to the Human Services Agency annually, with the Closeout Financial Report, a current inventory of property furnished or purchased by Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

The Contractor shall record, at minimum, the following information when property is acquired:

- (a) Date acquired.
- (b) Item description (include model number).
- (c) CDA-issued tag number.
- (d) Serial number (if applicable).
- (e) Purchase cost or other basis of valuation.
- (f) Fund source.

Any loss, damage, or theft of equipment shall be investigated and fully documented. The Contractor shall promptly notify HSA-AAA and shall provide copies of investigative documentation and police reports as requested by CDA.

10. Prior to the disposal of any non-expendable property purchased with grant funds, Contractor must obtain permission from the Human Services Agency regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is received from the Human Services Agency.
11. Contractor shall inform Human Services Agency within three days in the event of the loss, destruction, or theft of grant-purchased non-expendable property.
12. Contractor shall exercise due care in the use, maintenance, protection and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, until Contractor has complied with all written instructions from the Human Services Agency regarding final disposition of the property.
13. Contractor shall use the property for the purpose for which it was intended under this agreement. When no longer needed for that use, Contractor shall use it if needed, and with written approval of the Human Services Agency, for other purposes in this order:
 - (a) For another California Department of Aging program providing the same or similar service; or,
 - (b) For another California Department of Aging funded program; or,
 - (c) For another state or federally funded program.

Contractor shall not use equipment or supplies acquired under this agreement with federal and/or state monies for personal gain or to usurp the competitive advantage of a privately owned business entity.

17. Planning Efforts

Contractor shall cooperate fully with the Human Services Agency in any efforts toward developing a comprehensive and coordinated system of services for the elderly. Contractor shall participate in joint planning efforts and service which may include the shared use of grant-funded equipment, service coordination, and other activities as may be determined by

the Human Services Agency to attain this goal.

18. Personnel

Contractor shall maintain adequate staffing levels to perform at the contracted level. Contractor shall actively seek qualified older persons for paid positions on the project and make provisions for volunteer opportunities for older persons.

19. Fraud

Contractor shall report immediately to the Human Services Agency in writing any incidents of alleged fraud or abuse. Contractor will maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Human Services Agency on Aging.

20. Termination of Grant

- a. Older Americans Act funds awarded under this grant may be terminated by the Human Services Agency at any time for non-compliance with any of the terms and conditions of this grant provided that at least thirty (30) days' written notice is given to Contractor.
- b. The Contractor (applies to all grants except for the Ombudsman) may terminate this grant at any time, for reasons of its own choosing, provided that at least one hundred and eighty (180) days written notice is given to the HSA-AAA. The Ombudsman Contractor shall carry out the federal and state mandates and responsibilities without any break in the provision of ombudsman services. Contractor shall promptly notify the HSA-AAA of any intention to terminate responsibility for ombudsman services. Except as provided elsewhere in this agreement, Contractor shall continue the program without any break in service until another contractor can take over responsibility for operation of the program.
- c. Contractor shall promptly notify HSA of any intention to terminate responsibility for providing the specified grant funded services.
- d. This contract may be terminated on twenty-four (24) hours' notice in the event the allocation to the HSA-AAA of Older Americans Act and/or state funds are reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against the Human Services Agency for damages arising from the reduction, suspension, or termination of the federal and/or state funds provided to the HSA, under which this agreement is made, or to the portion thereof delegated by this agreement.
- e. In the event that Contractor dissolves or terminates this contract, Contractor shall provide a final property inventory to the Human Services Agency. The Human Services Agency and the California Department of Aging reserve the right to require Contractor to transfer such property to another agency, the Human Services Agency, or the California Department of Aging.
- f. To exercise the above right, no later than 120 days after the termination of the Agreement or notification of Contractor's dissolution, the Human Services Agency will issue specific written disposition instructions to Contractor.

21. Monitoring

- a. Authorized State representatives and Human Services Agency representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to

this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to: audits, inspections of project premises, interviews of project staff and participants and, when applicable, inspection of food preparation sites.

- b. Contractor shall cooperate with the State and the Human Services Agency in the monitoring, assessment and evaluation processes, which include making any administrative program and fiscal staff available during any scheduled process.

22. Grievance

- a. Contractor is required to establish a written grievance procedure for reviewing and attempting to resolve complaints of older individuals [California Code of Regulations Section 7400(a)(2)]. At a minimum the process shall all of the following:
 - i. Time frames within which a complaint will be acted upon.
 - ii. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Human Services Agency if dissatisfied with the results of the Contractors review.
 - iii. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.
- b. Contractor is required to notify all older individuals of the grievance process through their organization as well as the Human Services Agency. Contractor may notify older individuals by the following methods:
 - i. Posting notification of the process in visible and accessible areas, such as the bulletin boards in senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals. The term "substantial number" and "significant number" shall be determined by the Human Services Agency.
 - ii. Advising homebound older individuals of the process either orally or in writing upon the service providers' contact with the individuals.
- c. Complaints may involve, but not be limited to, any or all of the following: amount or duration of a service, denial or discontinuance of a service or dissatisfaction with the service being provided or with the service provider, complaints regarding an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, or failure of the Contractor to comply with the terms of this contract. Sections 9102 and 9105, Welfare and Institutions Code. Reference 42 USC 3026(a) (6) (P) and 3027 (a) (43).

23. Assurances Specific to the Ombudsman Program

HSA-AAA shall assure the following:

- a. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.
- b. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program.
- c. 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)]
- d. 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]

- e. 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)]
- f. 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]
- g. 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)]
- h. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(6)(B); 45 CFR 1324.13(c)(3); Welf. & Inst. Code § 9719(a)]
- i. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures. [OAA §§ 705(a)(6)(C); 712] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
- j. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(8); 45 CFR 1324.13(h)(10); Welf. & Inst. Code § 9717(c); Statewide Standards for Legal Assistance in California]
- k. 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)]
- l. 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.
 - 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)]
- m. The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
- n. 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)]
- o. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 712(a)(3)(D); 45 CFR 1324.19(b)(2)(i); Welf. & Inst. Code §§ 9725; 15633(c)]
- p. 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)]
- q. 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.

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 National Ombudsman Reporting System (NORS) utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.