

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.41
(ID # 4714)

MEETING DATE:

Tuesday, July 25, 2017

FROM : OFFICE ON AGING:

SUBJECT: OFFICE ON AGING: Approve Fiscal Year 2017/18 Service Provider Agreement between the Riverside County Office on Aging and Council on Aging - Southern California to deliver Title III B/VIII Ombudsman Services for a ten (10) month period, September 1, 2017 to June 30, 2018, renewable annually for up to two (2) years, All Districts. [Total Cost: \$953,113] [Source of Funds: Federal 34% State 66%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Authorize the Chairman to execute FY 2017/18 Service Provider Agreement between the Riverside County Office on Aging (OoA) and Council on Aging - Southern California to deliver Title III B/VII Ombudsman Services for a ten (10) month period, September 1, 2017 to June 30, 2018, in the amount of \$284,371, with an option to renew annually for up to two (2) years; and
2. Authorize the Purchasing Agent to sign amendments and annual renewals, as negotiated between OoA and the Council on Aging - Southern California, as approved by County Counsel, that do not substantially change the terms or conditions of the agreement and do not exceed the amount allocated from the State and the approved county budget.

ACTION: Policy


Anna L. Martinez

7/12/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 25, 2017
xc: OoA, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By: 

Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 284,371	\$ 334,371	\$ 953,113	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal 34% State 66%			Budget Adjustment:	No
			For Fiscal Year:	
			2017/18-2019/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Older Americans Act (OAA) Title III B - Supportive Services and Title VII-A Vulnerable Elder Rights Protection Activities – Long-Term Care Ombudsman Programs, mandate Ombudsman services nationwide. The Office of the State Long-Term Care Ombudsman, established by the California Department of Aging, contracts with Area Agencies on Aging (AAA) for the administering of the program. As the designated AAA for Riverside County, OoA subcontracts with a qualified service provider that is designated by the State Ombudsman to directly administer the provisions of the program.

The primary responsibility of the Local Ombudsman Program (LOP) is to investigate and endeavor to resolve complaints, including elder abuse complaints, made by, or on behalf of residents in long-term care facilities. These facilities include nursing homes, residential care facilities for the elderly, and assisted living facilities. The services of the LOP are unique, complex and sensitive. Each ombudsman staff and volunteer involved with the delivery of service is required to be trained and certified by CDA to ensure the appropriate delivery of these sensitive and delicate services to the target population. The LOP is required to visit each facility either monthly or quarterly, in accordance with the regulations set forth for the type of facility in the County of Riverside and serves as an advocate for the residents occupying more than 9,000 beds in long-term care facilities countywide.

Every four (4) years, OoA is required to competitively bid the services required by the OAA to find qualified service providers to deliver these critical services. A Request for Proposal (RFP #OAARC-015, February 2016) was facilitated by the County Purchasing Department to assist OoA in finding service providers who are capable, responsible and appropriate to deliver the necessary and mandated services to the target population of Riverside County; however, no bids were received for these services. A second Request for Proposal (RFP #OAARC-016, July 2016) was once again facilitated by the County Purchasing Department, with the same results of no bids accepted for submittal. To avoid a gap in services, the existing contract for FY 2015/16 was extended by 90 days into FY 2016/17, expiring on September 30, 2016. In October 2016, OoA submitted a Sole Source Provider Agreement with the existing provider for Ombudsman services via the Form 11 process to once again avoid a gap in services and to

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allow enough time for the department to release another competitive bid opportunity, as required by the State.

Impact on Residents and Businesses

The Local Ombudsman Program is an advocacy and long-term care facility inspection program which reviews long-term care facilities in Riverside County to ensure the facilities are safe for the frail population who reside in these facilities and investigates complaints made by residents to ensure their safety, rights, and well-being. The program requires volunteers to participate in the delivery of the service, who are from the communities of Riverside County and are trained and certified by the State Ombudsman.

Contract History and Price Reasonableness

The Purchasing Department on behalf of OoA issued a Request for Proposal in April 2017, RFP #OAARC-017 for Senior Services to assist OoA in finding service providers for Ombudsman services. Notification was posted publicly via PublicPurchase.com, advertised in newspapers and OoA's website. The RFP was viewed by thirty five (35) companies, with two (2) bidders responding to the Ombudsman Services. The award was based on qualifications of personnel, outreach to target populations and service areas, experience and program plan, facilities and resources, customer service, volunteer experience, technology requirements and cost effectiveness of service/program. After a comprehensive evaluation, Council on Aging-Southern California was determined to be the most responsive and responsible bidder. Council on Aging- Southern California has over forty (40) years of experience and provides services to Orange County and San Bernardino County. The contractor will have a Riverside County presence and establish office(s) within Riverside County. The vendor is working with OoA to review potential sites.

OoA requested and received approval from the California Department of Aging Long-Term Care Ombudsman to transition providers. The State has designated Council on Aging – Southern California as the local Ombudsman entity representing Office of the State Long-Term Care Ombudsman for Planning and Service Area 21 – Riverside County Office on Aging.

The California Department of Aging allocates funding for Long-Term Care Ombudsman Program services to Riverside County Office on Aging to facilitate the services. The contract will not exceed the allocated funding by the California Department of Aging. The proposed rates and budget to fulfill the delivery of services are appropriate for the service provision. The OoA recommends awarding a service provider agreement to the Council on Aging - Southern California.

The performance period will begin September 1, 2017 to June 30, 2018, and may be renewed annually for up to two (2) additional years. There are provisions for termination and non-renewal. The OoA is recommending authority for the Purchasing Agent to sign amendments and renewals, up to the amount allocated by the state and budgeted by the OoA. The services are reported, monitored and costs are billed monthly after the service has been delivered in

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accordance with the requirements. A year-end report is reconciled annually to review the cost appropriateness of service delivery, along with service goal achievements.

SUPPLEMENTAL:

Additional Fiscal Information

These services are funded with federal and state funds which are allocated to Area Agencies on Aging through a Standard Agreement with CDA. The OoA's budget, as submitted for FY 2017/18, reflects the amounts specified in the agreement. CDA Standard Agreement describes the requirements for the allotted funding.

The funding is for three fiscal years and distributed accordingly:

FY 2017/18: \$284,371

FY 2018/19: \$334,371

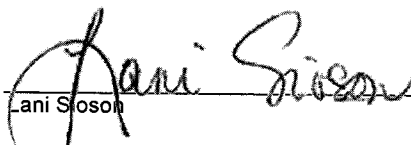
FY 2019/20: \$334,371

Total : \$953,113

No additional County funds are required or requested to fulfill the obligations of these services.

ATTACHMENTS (if any, in this order):

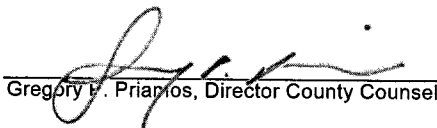
ATTACHMENT A. Agreement between Riverside County Office on Aging and Council on Aging - Southern California


Lani Sison

7/17/2017


Lisa Brandl, Director of Purchasing and Fleet Services

7/14/2017


Gregory E. Priapos, Director County Counsel

7/14/2017

Riverside County Office on Aging
Standard Agreement
OOA 2017-18

Amendment No.

1. This Agreement is entered into between the County of Riverside

OFFICE ON AGING

and

COUNCIL ON AGING, SOUTHERN CALIFORNIA

2. The Period of Performance is:

September 1, 2017 to June 30, 2018 and may be renewed annually for up to two (2) years.

3. The maximum obligation of the Riverside County Office on Aging will not exceed

\$ 284,371

Two-Hundred Eighty-Four Thousand, Three Hundred Seventy-One Even Dollars

4. The parties agree to comply with the obligations as defined in the following documents, which are by this reference incorporated into the Agreement for services:

Exhibit A: Scope of Service

Exhibit B: Fiscal Provisions

Exhibit B.I: Service Provider Budget Allocation Summary

Exhibit C: Service Provider Budget Detail (INV & FM)

Exhibit C.I: Budget Detail (VII-FV)

Exhibit C.II: Budget Detail (SNF QA)

Exhibit C.III: Budget Detail (VOL)

Exhibit C.IV: Budget Detail (Q A)

Exhibit C.V: Budget Detail (PHL)

Exhibit D: Insurance

Exhibit E: Community Focal Points

IN WITNESS WHEREOF, this Agreement for services has been executed by an authorized agent of each party.

SERVICE PROVIDER	COUNTY OF RIVERSIDE
Council on Aging - Southern California	Office on Aging
Date Signed: <u>7/6/17</u>	Date Signed: <u>JUL 25 2017</u>
BY: <u>[Signature]</u>	BY: <u>[Signature]</u>
Printed Name: <u>LISA W. JENKINS</u>	Printed Name: <u>JOHN TAVAGLIONE</u>
Title: <u>CEO</u>	Title: <u>CHAIRMAN, BOARD OF SUPERVISORS</u>
Address: <u>2 Executive Circle, Suite 175</u> <u>Irvine, CA 92614</u>	Address: <u>6296 River Crest Drive, Suite K</u> <u>Riverside, CA 92507</u>

ATTEST:
KEOM HARPER-JHEM, Clerk
[Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: [Signature]
NEAL R. KIPNIS

DATE

7/13/17
JUL 25 2017 3:41

FY 2017/18 Schedule of Important Dates

REQUIREMENT	DUE DATE
Services Begin	September 1
Monthly Request for Reimbursement (Invoice) & Service Reports (Technical Assistance available from Fiscal & Contracts Division)	Monthly, within 5 business days following the last service day each month. Please send courtesy email to Contracts Division if claim or report will be late.
Program Budget Revision requests and Year End Budget Projections	March 15
Equipment Inventory of all items purchased or partially purchased with agreement funds	September 30 (Format from RCOoA)
Services End	June 30
Fiscal Year Closeout Report	July 10 (Program budget revision & Year End Projections should be close to the actual budget for close out report)
Financial Audit (Independent audit to review for compliance to agreement terms)	Within 90 days after June 30

AUTHORIZED SIGNATORY FORM:

The following persons have personally signed below and are authorized to sign and submit documents as indicated:

Agreement/Amendments/Audits	
Name: _____	Title: _____
Signature: _____	
Phone: _____	E-mail address: _____
Mailing Address(if different): _____	
Fiscal Documentation, Monthly Reimbursement Reports, Fiscal Year Closeout Report	
Name: _____	Title: _____
Signature: _____	
Phone: _____	E-mail address: _____
Mailing Address(if different): _____	
Program Services, Program Reports	
Name: _____	Title: _____
Signature: _____	
Phone: _____	E-mail address: _____
Mailing Address(if different): _____	
Who is the designated Disaster Coordinator in the Event of a Disaster?	
Name: _____	Phone #: _____
<i>In the event of an emergency, RCOoA may contact SERVICE PROVIDER Board Chairperson:</i>	
Name: _____	
Phone #: _____	
Mailing: _____	
Email: _____	

TERMS AND CONDITIONS

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Article I. AGREEMENT TERM

This Agreement for services is valid from September 1, 2017 through June 30, 2018, and may be renewed annually for an additional two (2) fiscal years as stipulated in RFP #OAARC-017. No work shall commence before this Agreement has approval of both parties. Any work performed prior to a fully approved Agreement is, considered performed at risk and may not qualify for reimbursement or compensation. SERVICE PROVIDER agrees to comply with all requirements set forth.

Article II. ASSURANCES & CERTIFICATIONS

UNDER PENALTY OF PERJURY, SERVICE PROVIDER CERTIFIES TO:

A. LAW, POLICY, LICENSE(S) AND CERTIFICATE(S)

Administer this Agreement and require any subcontractors to comply with all applicable local, State and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. Service provider shall keep in effect all licenses, permits, notices, and certificates that are required by law.

SERVICE PROVIDER shall sign Contractor Certification Clauses Form (CCC_307), statutes and laws, which is, incorporated by this reference. SERVICE PROVIDER and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

B. LABOR BOARD RELATIONS:

No more than one, final un-appealable finding of contempt of court by a federal court issued against SERVICE PROVIDER within the immediate preceding two-year period because of SERVICE PROVIDER'S failure to comply with an order of a federal court, which ordered SERVICE PROVIDER to comply with an order of the National Labor Relations Board.

C. NONDISCRIMINATION:

SERVICE PROVIDER complies with all federal statutes relating to nondiscrimination. In addition, the SERVICE PROVIDER shall comply with the following:

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

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

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

Unless exempted, ensure compliance with requirements of CA Gov. Code §11135 et seq., and 2CCR§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.¹

¹ [22CCR § 98323]

3. California (CA) Civil Rights Laws

SERVICE PROVIDER shall ensure compliance with the requirements of CA Public Contract Code §2010 by submitting a completed CA Civil Rights Laws Certification prior to execution of this Agreement. The certificate is available from the Contracts Division of the RCOoA. The CA Civil Rights Laws Certification ensures SERVICE PROVIDER compliances with the Unruh Civil Rights Act² and the Fair Employment and Housing Act³, and SERVICE PROVIDER policies are not used in violation of CA Civil Rights Laws.

4. The SERVICE PROVIDER assures RCOoA compliance with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of a disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.⁴

D. DRUG-FREE WORKPLACE:

SERVICE PROVIDER hereby certifies compliance with Government Code Section 8355-8357 in matters relating to providing a drug-free workplace and will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. As required by Government Code Section 8355(c), provide every employee who works on behalf of this Agreement:
 - a. Will receive a copy of the organization's drug-free policy statement, and
 - b. Will agree to abide by the terms of the organization's statement as a condition of employment on the project or Award.

E. LOBBYING:

SERVICE PROVIDER certifies, to the best of his/her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of SERVICE PROVIDER, 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 entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
2. If any funds other than federal funds have been paid, are paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress connected with the awarding 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

² [CA Civ. Code § 51]

³ [CA. Gov. Code § 12960]

⁴ [42 USC 12101 et seq.]

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

F. COVENANT AGAINST CONTINGENT FEES:

SERVICE PROVIDER warrants that no person or selling agency has been or was employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. Breach or violation of this warranty, RCOoA has 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.

G. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:

1. The SERVICE PROVIDER certifies to the best of its knowledge and belief, that neither it nor its principals or subcontractors [45 CFR 92.35]:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or is involuntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated of this certification;
 - d. Have not within a three-year period preceding this application had one or more public transactions (federal, State, or local) terminated for cause or default; and
 - e. Where the recipient of Federal/State assistance funds is unable to certify to any of the statements in this certification, SERVICE PROVIDER will attach an explanation to this contract.
2. Immediately report to RCOoA in writing any incidents of alleged fraud and/or abuse by either SERVICE PROVIDER or subcontractor. Maintain all records, documentation, and other evidence of fraud and abuse until otherwise notified. Cooperate with authorities and RCOoA in any investigation.

H. PAYROLL TAXES AND DEDUCTIONS:

The SERVICE PROVIDER shall promptly forward payroll taxes, insurances, and contributions, including the State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

I. CHILD SUPPORT OBLIGATIONS:

The SERVICE PROVIDER acknowledges and follows the Child Support Compliance Act as follows:

1. The importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family code; and
2. To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

J. CONFLICT OF INTEREST:

1. The SERVICE PROVIDER 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 RCOoA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RCOoA 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 SERVICE PROVIDER officers, agents or employees have family, business, or other ties, as 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 other applicants on a merit basis.
3. RCOoA reserves the right to disallow a request for reimbursement to pay the salary costs associated with one staff member who is being supervised by, or subordinate to, a family member. In the event that family members are co-equal within an agency, or when one family member is paid and one is not, sufficient internal controls must exist in order to prevent possible conflict of interest or financial improprieties.

K. SAME-SEX MARRIAGE:

Recognize any same-sex marriage legally entered into in a United States jurisdiction that recognizes same-sex marriage, whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. This does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Policies and procedures must be reviewed and revised as needed that interpret or apply statutory or regulatory references to such terms as "marriage", "spouse", "family", "household member", or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services (HHS) statutes, regulation, or policy transmittals interpreted to include same-sex spouses and marriages legally entered into as described herein.

L. WHISTLEBLOWER PROTECTIONS:

Adhere to 48CFR3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections", of the National Defense Authorization Act (NDAA) for Fiscal Year 2013⁵ and applies to this Agreement.

M. AIR OR WATER POLLUTION:

By signing this Agreement, the SERVICE PROVIDER is not:

1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
3. Found to be in violation of any provision of federal law relating to air or water pollution.

⁵ [Pub.L.112-239, enacted January 2, 2013]

Article III. DEFINITIONS

A. ADMINISTRATIVE AND FISCAL DEFINITIONS:

1. "Administrative" and "Administration" means the general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not specifically listed under one of the subcategories of "facilities".
2. "AAA" means Area Agency on Aging or Riverside County Office of Aging, as designated by the California Department of Aging for Program Service Area 21.
3. "Area Plan" means Riverside County Office on Aging's 2016-2020 Area Plan, titled "The Changing Face of Aging" of Goals, Objectives and Service Unit Projections and annual Plan updates. The Area Plan is implemented upon review and approval by the Riverside County Advisory Council on Aging, received and filed by the Riverside County Board of Supervisors and approval by the California Department of Aging.
4. "Agreement" means the Service Provider contract and all contents incorporated; Authorized Signatory Form, Awarded Proposal for #OAARC-017 - Senior Services 2017-2020, Terms and Conditions, Exhibit A - Scope of Service, Exhibit B - Fiscal Provisions; Exhibit B-1 - Service Provider Allocation Summary; Exhibit C - Service Provider Budget Detail; Exhibit D - Insurance Provisions; and Exhibit E - Community Focal Points (as applicable) and any amendments and renewals that may be issued.
5. "Budget" means the allowable and reimbursable costs, which are necessary and allowable to deliver the service as required and identified in the awarded cost proposal and in Exhibit C - Service Provider Budget Detail. Budget details include: salaries and benefits, direct service delivery costs and administrative costs, not to exceed 10%. Exhibit B - Fiscal Provisions are the fiscal requirements for funding, budget, and payment.
6. "Cal.Gov. Code" means California Government Code.
7. "CA Pub. Con. Code" means California Public Contract Code.
8. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
9. "Confidential Information" and "Individual Identifying Information" and "personal identifying information" means a person's personal information that is to remain private and may include any combination of a service recipient's: name; along with number(s) used for social security, insurance, medical, Medi-Care or health insurance, State driver's license or identification, financial account or credit card; a symbol or other identifying characteristic assigned to the individual, such as a finger or voice print or a photograph.
10. "Contract Monitoring" means the review of service provider records, documents and processes to ensure compliance with appropriate laws and regulations. SERVICE PROVIDER will monitor subcontractors using the same requirements.
11. "CCR" means California Code of Regulations.
12. "Elder Abuse" means the physical, mental, financial mistreatment, such as neglect and/or exploitation of any individual who is sixty (60) years in age or older.

13. "HHS" means United States Department of Health and Human Services.
14. "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.
15. "Individual with a Disability" means an individual with a disability as defined in Section 3 of the Americans with Disabilities Act of 1990, who is not less than age 18 and not more than age 59.⁶
16. "LEP" means Limited English Proficiency.
17. "MFR" means Monthly Financial Report of Expenditures/Request for Funds. The MFR is submitted to RCOoA monthly to request reimbursement and report service expenditures.
18. "OAA" means Older Americans Act.
19. "OTO" means One-Time-Only funding which is unexpended funds from the previous contract period or recovered from a fiscal audit determination and are a supplemental funding that must be spent or encumbered by June 30. These federal funds allocated by the Administration on Aging to CDA, who distributes these funds to the Area Agencies on Aging.
20. "Program Income" is revenue generated from activities funded through this Agreement. Money collected may be from: 1) voluntary contributions from service recipients or another party; 2) income from the rental fee of real or personal property acquired with funds provided under this Agreement or other grant funds; 3) royalties received on patents and copyrights from contract supported activities; and, 4) proceeds from the sale of items purchased under a CDA Contract.
21. "Protected Health Information" means the health information of an individual including medical diagnosis, treatment or prescriptions, assessment and counseling. In addition, client-attorney privilege is also confidential.
22. "RCOoA", "AAA" and "PSA 21" means Riverside County Office on Aging, designated by the California Department on Aging as the Area Agency on Aging for Planning and Service Area #21 in Riverside County.
23. "Service Provider" means the legal entity that submitted a proposal to provide specific services to the target population on behalf of the RCOoA and awarded an Agreement through the competitive bid process and agrees to the terms and conditions of this Agreement. Service provider is accountable to RCOoA for the use of these funds and is responsible for fulfilling the required service provisions.
24. "Service Recipient", also referred as client, consumer, participant, eligible individual; means an individual who is receiving federally funded Title IIIB, IIIC, IIIE services through funding allocated to the State and further allocate to Riverside County, who distributes the funding to a SERVICE PROVIDER through this Agreement.
25. "Services" means Titles IIIB and Title VII, Local Ombudsman Program for Riverside County.

⁶ [42USC12102, OAA§372(a)(2)]

26. "Subcontractor Agreement" means a written contractual arrangement between SERVICE PROVIDER and Subcontractor to carry out a portion of the services and is supported with funding from this Agreement. Subcontractor arrangements shall include the same requirements as SERVICE PROVIDER, but SERVICE PROVIDER may not delegate authority for responsibility of complying with these requirements.
27. "USC" means United States Code.
28. "Vendor" and "Subcontractor" means an entity providing goods or services to the SERVICE PROVIDER during the performance of this Agreement.
29. "WIC" means California's Welfare and Institutions Code.

B. LOCAL OMBUDSMAN PROGRAM SERVICE DEFINITIONS (Title VII-A - Allotments for Vulnerable Elder Rights Protection Activities - Long Term Care Ombudsman Programs):

1. Title IIIB: Community Supportive Ombudsman Services are defined as outreach, education about older adult situations, advocacy, information and assistance/referrals, and legal services, related to Ombudsman Services to the target population and communities. Services and reporting requirements are further defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS), attainable from RCOoA or Office of the State Long-Term Care Ombudsman (OSLTCO).
2. "Local Ombudsman Program" means the SERVICE PROVIDER of the Area on Aging Agency (AAA), as designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman with respect to PSA 21. The selection is in accordance with policies and procedures, established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence.⁷
3. "Elder Abuse Prevention Program" means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation).⁸
4. "Eligible Service Population" and "target population" means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence.⁹
5. "Local Ombudsman Program Coordinator" means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements.¹⁰
6. "Office of the State Long-Term Care Ombudsman" (OSLTCO) means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and AAA's. As a

⁷ [OAA§711(3), 712(a)(5)(A), WIC §9701(a)]

⁸ [OAA§712]

⁹ [OAA §102(35); 321(a)(10); WIC§ 9701(b)(e)]

¹⁰ [OAA§712(a)(5)(A); WIC§9701(d)]

program of CDA, the OSLTCO is responsible for activities that promote the development, coordination and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. The OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The OSLTCO periodically updates training procedures for the Local Ombudsman Program and provides them with administrative and technical assistance.¹¹

7. "Ombudsman Representative" means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as a representative of the State Long-Term Care Ombudsman Program.¹²
8. "State Long-Term Care Ombudsman Program" means the CDA program through which the functions and duties of the OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman and the representatives of OSLTCO.¹³
9. "State Long-Term Care Ombudsman" hereinafter referred to as the State Ombudsman, means the individual who heads the OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in [OAA§712(3)][OAA§712(a)(2); 45CFR1324.1; WIC§9701(f)9711]¹⁴.
10. "Volunteer Recruitment" means the activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative.¹⁵

Article IV. AGREEMENT TERMS & CONDITIONS

In accordance with Riverside County Ordinance 459, federal regulations and State requirements for the Procurement of Services, set forth in 45 CFR 92.36 and 22 CCR 7352, all required processes to secure a provider of service were followed, which result in this award for Local Ombudsman Program Services. The Local Ombudsman Program expectations and goals are detailed in Exhibit A - Scope of Service.

A. APPROVAL:

1. SERVICE PROVIDER shall be a nonprofit entity.
2. Submit for written approval to obtain Board of Directors authorization to sign the Agreement to deliver the service provisions, as proposed and negotiated, in response to the competitive bid for Ombudsman services.
3. The awarded proposal for services is hereby, incorporated into this agreement by this reference.
4. SERVICE PROVIDER has no authority or approval to enter into any Agreement or incur obligations on behalf of RCOoA.

¹¹ [OAA§711(1), 712(a)(1), 712(h)], [45CFR 1324.1], [WIC§9710, 9716, 9717]

¹² [OAA§711(5), 712(a)(5)(A); 45CFR1324.1; WIC§9712.5]

¹³ [OAA§712(a)(1)(B)] [45 CFR 1327.1], [WIC§9700]

¹⁴ [OAA§712(3)][OAA§712(a)(2); 45CFR1324.1; WIC§9701(f)9711]

¹⁵ [OAA Section 712(a)(5)(B)(vii)]

5. Technical guidance regarding any Term and/or Condition of this Agreement will be made in writing to the Contracts and Services Officer of RCOoA and to the OSLTCO.

B. REVISIONS/MODIFICATIONS:

1. Any Revision/Modification to this Agreement shall be in a written Amendment signed by the authorized representatives of both parties. No oral understanding or agreement is binding by either RCOoA or SERVICE PROVIDER.
2. An Amendment is required to change the SERVICE PROVIDER'S legal entity name, address, maximum obligation, service provision(s) or any restrictions, limitations, conditions as specified herein, by an Act of Congress or the Legislature or as directed by CDA.
3. RCOoA may determine SERVICE PROVIDER as "high risk" as described in 45 CFR 74.14 for non-profits. Upon such determination, SERVICE PROVIDER will be notified in writing, of any special conditions, accommodations, limitations, or restrictions.
4. Any Area Plan update that alters any service objective may affect the delivery of service.

C. SERVICE PROVISIONS:

1. Standards of Work:
The SERVICE PROVIDER shall perform Title IIIB and Title VII Local Ombudsman Program services as appropriate and in accordance with policies and procedures established by OSLTCO. Services will protect the health, safety, welfare and rights of residents.¹⁶ SERVICE PROVIDER will make every effort to meet the goals and objectives stipulated in the Four-Year Area Plan and annual updates of the goals, objectives and service unit projections. SERVICE PROVIDER will participate by providing information to RCOoA for the annual Area Plan updates. The service provisions and budget requirements are identified in Exhibit A - Scope of Services, Exhibit B - Fiscal Provisions, Exhibit B.I – SERVICE PROVIDER Budget Allocation Summary, and Exhibit C - SERVICE PROVIDER Budget Detail, and shall be performed by accepted professional standards.
2. Staff and Volunteers:
 - a. Maintain adequate staff, as required by governing federal, State laws and county requirements, to fulfill the service provision(s). The staffing requirements necessary are described in the Exhibit A - Scope of Services and at rates and amounts identified in Exhibit B.I – SERVICE PROVIDER Budget Summary and Exhibit C - Service Provider Budget Detail.
 - b. Volunteers may also assist SERVICE PROVIDER in meeting service obligations. Procedures for acquiring, utilizing and retaining volunteers shall be separate from staff and subcontractors, yet may include similar requirements.
 - c. Any person assigned to perform Ombudsman services must be certified by the OSLTCO.
 - d. As applicable to the specific service provided, staff and volunteers will maintain appropriate credentials, provide a current and valid license, pass background check, have experience and/or be otherwise qualified to perform and deliver the services.
 - e. Staff, volunteers, and subcontractors are mandated reporters and must know how to identify Elder Abuse and report any suspected incident of Elder Abuse.
 - f. Staff, volunteer and subcontractor time, in hours and minutes, spent providing service(s) and service related activities shall be documented and reported.

¹⁶ [712§(a)(5)(b)(ii); 45CFR1324.19(a)(3); WIC§9712.5(d)]

- g. Record(s) for each staff and/or volunteer shall contain proof that all staff and volunteers have successfully completed the mandated requirements necessary for the funding and for the service(s) requirements and the records shall be retained.

3. Training and Education:

- a. Training and Education is required and may include, but not be limited to, Safety regulations/precautions/actions, ethics, Elder Abuse Detection and Reporting requirements, Confidentiality of service recipient information (paper and electronic), information systems and data entry, Security Awareness, service related training, such as how to perform service task, document services, process requests and delivering appropriate services.
- b. It is mandatory to successfully complete the State Ombudsman training and be approved and certified by the OSLTCO prior to performing any Ombudsman service.
- c. Within thirty (30) days of beginning services and annually thereafter, all staff, including volunteers, subcontractors, and vendors who handle confidential, sensitive and/or personal identifying information must complete Security Awareness Training. The module is located on CDA's website, www.aging.ca.gov. The SERVICE PROVIDER must maintain certificates of completion on file and provide them to RCOoA upon request.
- d. A staff and volunteer training plan shall be developed annually and include initial and ongoing education and training, as required by the service provision and by law.
- e. Additional staff training requirements specific to the service provided is included in the Exhibit A - Scope of Services.
- f. Training provided as an individual or group basis is acceptable. Certificates of completion for individuals who completed the CDA and other training(s) will remain on file and provided upon request. A sign-in sheet for group training is also acceptable documentation.
- g. Staff shall be available to the RCOoA or CDA for training and meeting(s).

4. Reporting Requirements:

- a. SERVICE PROVIDER will use appropriate reporting forms and other reporting measures, such as service data entry into the RCOoA information system. Forms used for reporting will be provided by or acceptable to the OSLTCO and RCOoA.
- b. Forms will be current, by periodically reviewing the contents for completeness, accuracy and relevancy of the information being collected. Updates to information collected such as service recipient information, demographic, program and/or financial information will be made as necessary. Changes made to RCOoA forms, will be communicated via electronic or written notice.
- c. Suspected Elder Abuse must be reported to Adult Protective Services and documentation of such will be maintained.
- d. Complete reports and/or back-up reporting documentation will be submitted timely, as required or requested. Incomplete forms will be returned to SERVICE PROVIDER for completion and to resubmit accordingly.
- e. The Monthly Financial Report of Expenditures/Request for Funds and invoice, along with other service and performance reports shall be submitted to RCOoA by the 5th working day of each month following the service month end. SERVICE PROVIDER may be required to enter referral, assessment, service and/or client information into the information system used by RCOoA. Quarterly and/or annual reports will be submitted as required/requested.
- f. Additional reporting requirements, specific to the service provided is included in the Exhibit A - Scope of Service. Additional fiscal reporting requirements are identified in Exhibit B – Fiscal Provisions.

- g. Reports may be submitted electronically or in the requested reporting format.
 - h. RCOoA and SERVICE PROVIDER shall keep reports on file, in accordance with the service provision, law/regulation and made available for review.
 - i. Failure to comply with Program and/or Fiscal reporting requirements will exclude SERVICE PROVIDER from eligibility to receive One-Time-Only funding.
5. Interagency Coordination:
In support of the Area Agency on Aging, PSA 21, approved Area Plan, SERVICE PROVIDER shall demonstrate efforts to initiate, develop and maintain cooperative working relationships with other community agencies providing services to older persons and persons with disabilities. Agreements with community agencies to establish a comprehensive, coordinated system of services that will facilitate access to, and utilization of, all existing services to avoid service duplication and assist the service recipient with all available resources is necessary. Acceptable methods of cooperation include, but are not limited to, letters of or cooperative agreements, co-location and membership in interagency organizations. Services, whenever possible, must be provided at/or coordinated with community focal points. At the minimum, the SERVICE PROVIDER shall assure that the skilled nursing facilities and other appropriate living facilities for the elderly, community focal points and senior community centers, as appropriate, have information pertaining to the services provided. Exhibit A - Scope of Services will further specify interagency collaboration.
6. Grievances:
- a. Grievances are complaints, unresolved issues, negative interactions/results experienced with service and/or service delivery. SERVICE PROVIDER must establish and maintain a written grievance process for service recipients to resolve complaints of negative situations in the delivery of service. Efforts made to resolve the grievance topic/situation when presented to prevent escalation of the issue. At a minimum, the grievance process will include:
 - 1) How to file a grievance, which may include a form and identify where to file a complaint;
 - 2) Timeframes of the grievance process review, investigation and written response;
 - 3) A statement in the written response that if grievant is dissatisfied with the results of the review, the next step is to submit a written appeal to RCOoA;
 - 4) Confidentiality to protect the privacy of the grievant and situation, as allowed by law will be stated. The minimum necessary information, relevant to the issue, while protecting the identity of the grievant, may be released during the investigation, review and response.
 - b. The grievance process shall be posted in visible areas and accessible, as well as delivered by person or mailed to homebound service recipients.
 - c. The grievance process and forms, in the primary languages of service participants who communicate in another language, will be provided.
 - d. Refer other individuals to the appropriate governmental agency to resolve issues that fall outside of the SERVICE PROVIDER area of expertise or authority. The number to RCOoA may also be provided.
7. Monitoring, Assessment and Evaluation:
SERVICE PROVIDER shall develop, implement and maintain policies and procedures for internal processes to achieve service delivery goals. SERVICE PROVIDER will conduct internal monitoring and evaluation of service delivery. This may include customer surveys to seek external input into the development of such processes and accounting practices.

- a. Service Recipient:
SERVICE PROVIDER shall maintain formal procedures for obtaining the views and opinions of the service recipients regarding the services they receive. Acceptable methods for requesting input may include: suggestion box, council/advisory group, questionnaires, interviews or electronic surveys. Suggestions to revise or modify program service and/or methods of service, resulting from views/opinions and/or internal monitoring evaluation is to be documented and may require approval of the State. The RCOoA will also survey service recipients at least annually regarding the services they receive and may include a satisfaction with service survey.
 - b. Internal Procedures and Processes:
 - 1) SERVICE PROVIDER quality standards, outcome goals, internal processes and/or other service delivery requirements shall be documented to ensure provisions of applicable federal/State/county requirements are being met. Monitoring criteria to assess and evaluate internal controls will be developed to ensure and confirm appropriate internal controls.
 - 2) Self-monitoring to evaluate service delivery requirements and standards are being met shall be conducted, as appropriate and periodically throughout the term of Agreement.
 - c. Monitoring by RCOoA:
 - 1) RCOoA will conduct a review of the use of federal and State funds through reports, site visits, regular contact, or other means to assure the funds are being administered in compliance with the federal and State awards and with laws, regulations and the provisions of the Agreement and to evaluate the performance goals are being achieved;
 - 2) Program and fiscal monitoring will occur every two years; and
 - 3) Any deficiencies identified will require timely action, but no longer than 30 days, to correct deficiencies detected through monitoring and on-site review¹⁷.
8. Disaster Plan:
As part of the area-wide disaster assistance planning, SERVICE PROVIDER shall:
- a. Designate an Emergency Services Coordinator and an alternate. Submit the name and contact information to RCOoA.
 - b. Develop and maintain a Disaster Plan. A template for a plan is available at [https://www.aging.ca.gov/ProgramsProviders AAA/Disaster_Preparedness/](https://www.aging.ca.gov/ProgramsProvidersAAA/Disaster_Preparedness/). The plan should be reviewed annually, revised as needed, and available for review.

D. DOCUMENTS & RECORDS:

1. General Requirements:
 - a. SERVICE PROVIDER shall maintain complete records that shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Fiscal Year-End Close Out Report", financial statements, single audit report, general ledgers, and a summary worksheet identifying the results of performing an audit resolution of any subcontractor, in accordance with the audit requirements. Records include Letters of Agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient/client records, and electronic files of activities and expenditures hereunder in a form satisfactory to RCOoA.
 - b. Documents and records will be developed, and utilized as required to deliver of services. This Agreement will be made available for review, inspection, monitoring and/or audit during normal business hours, during and/or after the Agreement ends.

¹⁷ [CFR75.352]

- c. Documents and records made available when requested for inspection and audit by RCOoA and/or State authorized agents will be at any time during normal business hours.
- d. All records containing confidential information will be handled in a confidential manner, in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article.
- e. A procedure to process requests for documents, records, confidential information or other information shall be developed and maintained. The process should include notification to RCOoA of certain requests received and/or processed.
- f. Records and information requests from RCOoA shall be processed within 10 working days of the request.
- g. SERVICE PROVIDER shall acknowledge federal and State funding from RCOoA when explaining resources verbally or in writing, in materials such as, brochures and press releases.
- h. Statistical reports and information relevant to program outcomes, demographics, costs, etc. that provide overview project information will not identify any participant.
- i. Complete, auditable records of service delivery, expenditures and other information relating to the services provided will be retained as required.

2. Record Retention:

Retention schedules provide specific times of when documents are authorized to be destroyed. Adhere to the appropriate retention schedule for the records and documents acquired in the delivery of services. Records Retention Schedules for the documents and records contained herein include:

- a. As required by statute, law, regulation or other authority.
- b. Until authorized in writing by RCOoA, that the documents/records are no longer required after an audit has been completed and the audit resolution is satisfied.
- c. For longer period, as is required by applicable statute or if notified by RCOoA or the State.
- d. Retain records in conjunction with the record retention schedule of RCOoA or OSLTCO.
- e. In the event of any litigation, claim, negotiation, audit exception, or other action, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of RCOoA and stated in writing.
- f. If the allowance of expenditures cannot be determined because records or documents are non-existent or inadequate, the expenditures will be questioned and may be disallowed by RCOoA.
- g. After the retention period has expired, confidential documents, records, information shall be shredded or destroyed in a manner to maintain confidentiality.

3. Fiscal Year-End Close-out Report:

- a. Annually by July 10, a Fiscal Year End Close-out Report covering July 1 to June 30 will be completed, signed by an Authorized Signatory and submitted to fiscal.
- b. The Fiscal Year End Close-out Report format will be provided by RCOoA and includes: an accounting report of actual accruals for any unpaid obligations; program expenditures and revenues; and, any corrections or adjustments necessary to reconcile the amount paid by RCOoA to SERVICE PROVIDER with the amount the SERVICE PROVIDER paid throughout this time period to balance the general ledger.
- c. Adjustments for prepaid expenses for the following fiscal year will be partially credited to the fiscal year in review and charged to the current fiscal year if services continue, such as insurance premiums.

4. Rights in Data and Materials:

- a. Materials produced and funded through this Agreement shall not be published, transferred or sold without the written consent of RCOoA. Consent shall be given or denied after the written request is received by RCOoA. A copy of the material for review must be submitted with the request.
- b. This subsection is not intended to prohibit SERVICE PROVIDERS from sharing information as authorized by the service recipient, as allowed by law, or provide summary program information that contains no confidential information.
- c. Materials published shall:
 1. State that, "The Program materials (or product) is federally and State funded through RCOoA";
 2. Give the name of the entity, the address and telephone number at which the supporting data is available; and,
 3. Include a statement that, "The conclusions and the opinions expressed may not be those of the State and/or RCOoA", and where applicable, "The publication may not be based upon or inclusive of all raw data."

5. Copyrights:

- a. The program material(s) funded by this Agreement are subject to copyright. The State or RCOoA reserves the right to copyright such material and the SERVICE PROVIDER agrees not to copyright such material. Permission to copyright material may be requested through the Director of RCOoA. The Director shall consent to or give the reason for denial, in writing.
- b. If the material is copyrighted by the State or by RCOoA, either agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
- c. SERVICE PROVIDER certifies it has appropriate systems and controls in place to ensure federal, State or county funds will not be used for the acquisition, operation, or maintenance of computer software or other copyright material in violation of copyright laws.

6. Non-Disclosure of Confidential Data, Records and Systems Security:

The SERVICE PROVIDER, and its subcontractors and vendors, shall adhere to the following:

- a. Shall have in place operational policies and 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., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual § 5300 to 5365.3, Cal. Gov. Code §11019.9, DGS Management Memo 06-12; Department of Finance Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets, 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
- b. Policies to protect, maintain and preserve confidential information collected from service recipients shall be in place. Reasonable actions to prevent unauthorized access to confidential information kept in files or

electronically will include storage in a secured environment with limited access or keeping files locked and encrypted and requiring login procedures when accessing computer systems.

- c. Confidential, sensitive, personal identifying information and Protected Health Information may not be used for any purpose other than carrying out the service obligations under this Agreement.
- d. A Confidentiality Statement will be signed to confirm understanding and ensuring all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable federal and State laws, regulations and State and county policies.
- e. Protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- f. Shall not use confidential, sensitive, and/or personal identifying information for any purpose other than carrying out the SERVICE PROVIDER obligations under this Agreement and are authorized to disclose and access identifying information for this purpose as required.
- g. Shall not, except as otherwise specifically authorized by the service recipient in writing or required by this Agreement, court order, law or regulation, disclose any identifying information obtained under the terms of this Agreement to anyone other than RCOoA and CDA. Service recipient may not be asked to give a blanket authorization or sign a blank release. SERVICE PROVIDER shall not accept such blanket authorization from any service recipient.
- h. Agree to comply with the privacy and security requirements of Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements.

7. Security Incident Reporting:

A security incident occurs when confidential information is, or reasonably believed to be, accessed, modified, compromised, destroyed, or disclosed without proper authorization or is lost/stolen. SERVICE PROVIDER, and/or its subcontractors and vendors must report all security incidents to RCOoA immediately upon detection. A Security Incident Report form must be submitted to RCOoA within three (3) business days from the date the incident was detected. Notification of the security breach will be sent to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

- a. SERVICE PROVIDER, and its subcontractors and vendors, must comply with CDA's security incident reporting procedure, which can be accessed via RCOoA's website at rcaging.org.

E. ACCESS:

- 1. Access will be provided to RCOoA, the Bureau of State Audits, the Comptroller General of the United States, or any duly authorized federal and State representatives to any books, documents, papers, records and electronic files of the SERVICE PROVIDER for the purposes including but not limited to: an audit, examination, inspection, investigation, or litigation.
- 2. SERVICE PROVIDER will permit RCOoA access to its premises and/or facility(ies), upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with service provisions and/or audit requirements.¹⁸

¹⁸ GC 8546.7 et seq

F. AUDIT:

1. The SERVICE PROVIDER expending more than \$750,000 in federal funds within the Agreement year shall arrange for and provide RCOoA with an audit as required by the Single Audit Act of 1984, Public Law 98-502, Single Audits Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133. To meet the requirements of OMB Circular A-133 the audit shall be: (1) Performed timely—within 30 days after the receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first; (2) Properly procured—use procurement standards provided for in OMB Circular 133 and provide maximum opportunities to small and minority audit firms; (3) Performed in accordance with Government Auditing Standards—shall be performed by an independent auditor and be organization-wide; (4) All inclusive—includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal controls related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of the Agreements; and the schedule of findings and questioned costs; and (5) All audits shall be performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement. All audits must be performed by either: (1) the appropriate audit branch for a governmental agency; or (2) an independent Certified Public Accountant. The cost of this audit may be charged against federal grants. A copy of the Audit Report must be submitted to the:
Riverside County Office on Aging
Attn: Fiscal Division
6296 River Crest Drive, Suite K
Riverside, CA 92507
2. A SERVICE PROVIDER expending less than \$750,000 in federal funds is not required to obtain an audit and is thereby exempted from filing under OMB Circular A-133, Subsection 200(d), and should obtain a standard financial audit. The cost of this audit cannot be charged to the grant awarded by RCOoA. This audit shall be submitted to RCOoA within 90 days after the end of the fiscal year. Should SERVICE PROVIDER not be able to submit this audit within the time requested, an extension must be obtained in advance from RCOoA.
3. SERVICE PROVIDER assures RCOoA that all subcontractors are audited as required by State and federal law.
4. Subcontractor shall be required to include in its contracts with the auditors selected by subcontractors that the auditors will comply with all applicable audit requirements/standards. SERVICE PROVIDER shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount, amount resolved, variances, whether an audit was relied upon or the SERVICE PROVIDER performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination, whether audit findings were issued and how findings were resolved.
5. The audit timeframe shall include the period of performance of this Agreement. If SERVICE PROVIDER is not on the same fiscal year (July 1-June 30) as RCOoA, a reconciliation and supplementary information, prepared by the same certified public accountant, who performed the audit, so accounts can be reconciled to the Agreement. Audit reports must include any One-Time-Only (OTO) as additional funding to the grant award.
6. RCOoA shall have access to all audit reports and supporting work papers of the SERVICE PROVIDER and subcontractors.
7. Where the SERVICE PROVIDER engages an independent auditor, the SERVICE PROVIDER shall provide a clause for permitting access by allowing RCOoA the right to review and to copy any records with supporting documentation pertaining to the performance of this Agreement. Maintaining such independent audit records shall be for a period of three (3) years after final payment under the Agreement or until a California Department of Aging audit of RCOoA has been completed, whichever is longer.

8. The SERVICE PROVIDER shall cooperate with and participate in any audit or review which may be required by RCOoA.
9. Failure to comply with Audit requirements will exclude SERVICE PROVIDER from eligibility for One-Time-Only (OTO) funding, and other sanctions may also be imposed.
10. Authorized RCOoA representatives have the right to monitor, assess, and evaluate the SERVICE PROVIDER'S administrative, fiscal, and program performance controls. Monitoring, assessment, and evaluation may include, but is not limited to, administrative, fiscal and program processes, policies, audits, inspections of service(s) premises, inspection of food preparation sites, interviews of project staff and participants.
11. SERVICE PROVIDER shall cooperate with RCOoA in the monitoring, assessment, and evaluation processes, which includes making any administrative program and fiscal staff, available during any audit review.
12. SERVICE PROVIDER shall, upon request, make available client participation records and fiscal records that confirm all data contained in Monthly Performance and Monthly Financial Reports (MFR). SERVICE PROVIDER is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts or grant agreements, monitoring reports, and all other pertinent records until a CDA audit of RCOoA has been completed and an audit resolution has been issued. The information shall be maintained in an organized manner.

Article V. GENERAL REQUIREMENTS

A. PROPERTY/EQUIPMENT:

1. Acquisition and Use:

- a. Unless otherwise provided for in this Article, property refers to all assets, equipment, which also includes tangible and intangible items, used to perform services in accordance with this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools and tangible items.
- b. Purchases of property and equipment shall ensure appropriate purchasing practices are followed.
- c. Property with the following criteria are subject to reporting requirements:
 - 1) Has a normal useful life of at least one (1) year;
 - 2) Has a minimum unit acquisition cost of \$500 (e.g., a desktop or laptop setup, including all peripherals, is considered a unit, if purchased as a unit; and
 - 3) Is used to conduct business under this Agreement.
- d. Intangible items lack physical substance but give valuable rights to the owner and may also be used to fulfill Agreement obligations. Examples of intangible property include: patents, copyrights, leases and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
- e. SERVICE PROVIDER shall use the electronic version of Form CDA 32: Report of Property Furnished Purchased with Agreement Funds to report inventory with the following information when acquired and disposed of on behalf of RCOoA:
 - 1) Date acquired OR disposed
 - 2) Property description (include make and model number)
 - 3) CDA/RCOoA Tag Number
 - 4) Serial Number (if applicable)
 - 5) Cost of acquired property OR disposed value
 - 6) Fund Source
- f. 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.
- g. Property and equipment acquisition shall follow appropriate purchasing guidelines, which include competitive bidding and/or pricing when acquiring property and equipment.

2. Disposal of Property:

- a. Written approval from CDA, requested through RCOoA, is required before the disposal of property. Disposal of any item with a unit cost of \$500 or more through sale, trade-in, transfer to another agency, discarding, salvage, etc. may not occur until written approval is received. SERVICE PROVIDER shall complete and submit to RCOoA the electronic Form CDA 248: Request to Dispose of Property prior to disposition of any property acquired by the SERVICE PROVIDER with funds from this Agreement or any predecessor Agreement. Upon approval of disposal request, the item(s) shall be removed from the SERVICE PROVIDER's inventory report.
- b. SERVICE PROVIDER must remove all confidential, sensitive, or personal information from RCOoA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.

3. Computer Requirements:

SERVICE PROVIDER must have at least one computer and one back-up, with sufficient space, size, internet connection and login capability to meet Agreement reporting requirements.

a. Encryption of Portable Computing Devices

SERVICE PROVIDER, and its subcontractors and vendors, are required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

b. Software Maintenance

SERVICE PROVIDER, and its subcontractors and vendors, shall apply security patches and upgrades in a timely manner and keep anti-virus software up-to-date on all systems on which State data may be stored or accessed.

c. Electronic Backups

SERVICE PROVIDER, and its subcontractors and 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 and shall ensure that all data, files and backup files are encrypted.

4. Additional Property Requirements:

- a. Property will be utilized for the purpose for which it was intended under this Agreement. When no longer needed for that use, property may be returned to RCOoA or disposed of as agreed upon by both parties.
- b. Property and/or equipment may be shared or utilized by other programs, upon written approval of RCOoA.
- c. Failure to comply with updating inventory list or Form CDA 32, will prevent SERVICE PROVIDER from eligibility for One-Time-Only funding.
- d. RCOoA reserves the title to all RCOoA purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations, or as otherwise agreed by parties.
- e. 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 SERVICE PROVIDER has complied with all written instructions from RCOoA regarding the final disposition of the property.
- f. Any loss, damage, or theft of equipment shall be investigated, fully documented and the SERVICE PROVIDER shall notify RCOoA within twenty-four (24) hours, by telephone, followed by written report to RCOoA (if such damage has been a result of a crime, please notify the Police Department immediately). SERVICE PROVIDER shall submit an incident report to RCOoA, with the following information:
 - 1) Form CDA 32, with the damaged property highlighted;
 - 2) Date and description of the incident and/or copy of the Police Report;
 - 3) Description of disposal of damaged property and how it was used, if applicable; and
 - 4) Description of how property will be replaced and cost of replacement, if known.
- g. Equipment or supplies acquired with Agreement funds are not for personal gain or to usurp the competitive advantage of a privately owned business entity.
- h. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the SERVICE PROVIDER dissolution, specific written instructions shall be given to the SERVICE PROVIDER.

B. FACILITY CONSTRUCTION OR REPAIR (TITLE III ONLY)

1. Construction or repair of facilities, as allowed, shall comply with the provisions contained in the following provisions:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3);
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5);
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, and 8); and
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. SERVICE PROVIDER shall not use payment for construction, renovation, alteration, improvement, or repair of privately owned property, which would enhance the owner's value of such property to the benefit of the owner except where permitted by law.
3. If funding for construction is provided and non-construction activities are warranted, the SERVICE PROVIDER must obtain prior written approval making any fund or budget transfers between construction and non-construction.
4. Agreements in Excess of \$100,000: If funding provided herein exceeds \$100,000, the SERVICE PROVIDER shall comply with all applicable orders or requirements issued under the following laws:
 - a. Clean Air Act, as amended (42 USC 1857);
 - b. Clean Water Act, as amended (33 USC 1368);
 - c. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.);
 - d. Environmental Protection Agency Regulations (40 CFR, Part 15, and Executive Order 11738); and
 - e. Benefits for Domestic Partners (Public Contract Code Section 10295.3).

C. HARMLESS/INDEMNIFICATION:

SERVICE PROVIDER shall indemnify and hold harmless the County of Riverside, its departments, agencies and districts including their officers, employees and agents (collectively "County Indemnitees"), from any liability, claim, damage or action based or asserted upon any act or omission of SERVICE PROVIDER, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. SERVICE PROVIDER shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, County Indemnitees, in any such action or claim. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SERVICE PROVIDER obligations to indemnify and hold harmless County Indemnitees.

D. SUBCONTRACTOR AGREEMENTS:

1. SERVICE PROVIDER shall refer to 2 CFR 200.330, Subpart D – Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D – Subrecipient and Contractor Determinations in making a determination of if a subcontractor and/or vendor relationship exists. If such relationship exists, SERVICE PROVIDER shall follow the procurement requirements in the applicable regulation to secure the relationship. A Subcontract with a for-profit organization shall obtain the approval of RCOoA.
2. SERVICE PROVIDER shall require the Assurances and Certifications in the award documents for subcontracts and contain language of Agreement to comply with all Federal, State and County requirements. All applicable requirements of this Agreement shall also be a requirement of subcontractor.
3. SERVICE PROVIDER is responsible for subcontractor responsibilities and will ensure the service deliverables are being met including to fulfill all of the obligations of this Agreement.
4. Copies of subcontractor agreements, interagency cooperation arrangements, Memorandums and/or Letters of Understanding shall be maintained and available to RCOoA for review upon request.

5. SERVICE PROVIDER shall monitor subcontractor(s) to ensure compliance with the service provisions and other requirements included in this Agreement, including insurance requirements.
6. Notification of any changes to subcontractors or subcontracted services shall be sent to RCOoA.
7. Agreement funds shall not be obligated for services beyond the ending date.

E. APPEAL/DISPUTE RESOLUTION PROCESS:

1. In the event of inconsistency between the Articles, attachments, or provisions, which constitute this Agreement, the following order of precedence shall apply:
 - a. The Older Americans Act Amendments of 2006 (OAA as amended);
 - b. Other applicable Federal statutes and their implementing regulations;
 - c. Older Californians Act;
 - d. Title 22 CCR § 7000 et. seq.;
 - e. Terms and Conditions, and any amendments thereto;
 - f. Scope of Service;
 - g. All other Exhibits incorporated herein by reference; and
 - h. Program memos and other guidance issued by CDA.
2. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of the Agreement have full force and effect.
3. In the event of an Agreement dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:
 - a. The SERVICE PROVIDER shall first discuss the problem informally with the appropriate RCOoA Program Manager or Fiscal staff. If the problem is not resolved, SERVICE PROVIDER may, within fifteen (15) working days of the failed attempt to resolve the dispute with the Manager or staff, submit a written complaint, with any evidence to the Director of RCOoA. The complaint must include the disputed issues, the legal authority/basis for each issue, which supports the SERVICE PROVIDER'S position and remedy sought. The Director of RCOoA shall, within fifteen (15) working days after receipt of the written complaint, make a determination on the dispute and issue a written decision and reasons. Should the SERVICE PROVIDER disagree with the decision of the Director, the SERVICE PROVIDER may appeal the decision to the CDA Deputy Director.
 - b. SERVICE PROVIDER appeal must be submitted in writing within ten (10) working days from the date of receipt of the decision of the RCOoA Director; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents.
 - c. Costs associated with the appeal process, such as an administrative or court review are not reimbursable.
 - d. SERVICE PROVIDER will continue with the responsibilities under this Agreement during any dispute.
 - e. Contract resolution must occur within 15 months of the contract closeout.

F. NOTICES:

1. Any notice as required by this Agreement or by law is considered successful when delivered; in person, by mail (registered/certified, overnight, postage prepaid, return receipt requested) with a trackable delivery, as appropriate, and in some cases electronically.

2. Notices delivered in person or by mail, as described above will be addressed as follows:

RCOoA

Riverside County Office on Aging
Attention: Contracts Office
6296 River Crest Drive, Suite K,
Riverside, CA 92507

Notices sent to SERVICE PROVIDER will be addressed as indicated on the coversheet of this Agreement or Authorized Signatory Form, as appropriate.

Article VI. TERMINATION

- A. This Agreement may be terminated by either party, in whole or in part, during any time of the Agreement period of performance, upon a sixty (60) day written notice to the other party without cause.
- B. Termination shall be effective immediately in the case of threat to life, health or safety of the public.
- C. RCOoA may terminate Agreement obligations and be relieved of the payment of any consideration to the SERVICE PROVIDER in the event of:
1. A violation of the law or failure to comply with any condition of this Agreement;
 2. Inadequate program performance or failure to make progress so as to endanger performance of this Agreement;
 3. Failure to comply with Fiscal and Program reporting requirements including audits;
 4. Evidence that the SERVICE PROVIDER is in such an unsatisfactory financial condition as determined by RCOoA, which includes the loss of other funding sources, as to endanger performance of this Agreement;
 5. Delinquency in payment of taxes or the costs of performance of this Agreement in the ordinary course of business;
 6. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the SERVICE PROVIDER'S property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against the SERVICE PROVIDER;
 7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the SERVICE PROVIDER'S assets or income;
 8. The filing of bankruptcy;
 9. Finding of debarment or suspension;
 10. SERVICE PROVIDER'S organizational structure has materially changed;
 11. Failure to comply with RCOoA insurance requirements; and/or
 12. Suspended program operations for more than (3) consecutive months in any budgeted year, unless permission has been granted in writing by RCOoA.
- D. Upon Notice of Termination to the SERVICE PROVIDER of the action being taken, the reason for such action, any conditions (such as, but not limited to, transfer of clients, care of clients, resource documents, inventory of and disposition of property, return of unspent funds, etc.), the date upon which termination becomes effective, and a final date for which a claim for payment may be submitted to RCOoA. Said notice shall also inform the SERVICE

PROVIDER of its right to appeal such decision to RCOoA and of the procedure for doing so. After the notice of termination has been received, SERVICE PROVIDER shall cease providing services, as described and on the date provided in the Notice of Termination.

- E. After receipt of a Notice of Termination, submit to RCOoA a termination claim, in the form and with certification described by RCOoA. All costs to RCOoA shall be deducted from any sum due the SERVICE PROVIDER, under this Agreement, and the balance, if any, shall be paid to the SERVICE PROVIDER. Upon failure of the SERVICE PROVIDER to submit a termination claim within the time allowed in the notice of termination, RCOoA may, on the basis of information available, pay the amount, if any, which it determines due to the SERVICE PROVIDER.
- F. Upon receipt of Notice of Termination, no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement.
- G. SERVICE PROVIDER will notify RCOoA immediately of any intent to discontinue existence of the entity or to bring an action for dissolution.



EXHIBIT A: SCOPE OF SERVICE

FY 2017-2018

**Title IIIB: Community Supportive Services and
Title VII: Vulnerable Elder Rights Protection Activities
Local Ombudsman Program Services
PSA 21, Riverside County Office on Aging**



I. TITLE IIIB AND TITLE VII: LOCAL OMBUDSMAN PROGRAM SERVICES:

The Ombudsman Program is defined in the Older Americans Act (OAA) 42 USC§3001-3058 Title III program requirements; the Code of Federal Regulations 45 CFR, Ch. XIII §1321; Title 22 - Social Security Administration, the California Code of Regulations (CCR) §7000, and the California Department of Aging (CDA) Program Memoranda. The Ombudsman Program is an advocacy and rights violation(s) assistance and volunteer services program available to the target population residing in long-term care facilities or other defined living situations. Outreach to educate the target communities about various older adult situations, such as elder abuse prevention is also required.

The mission of the Local Ombudsman Program is to seek resolution of problems and advocate for the rights of residents of Long-Term Care (LTC) facilities with the goal of enhancing the quality of life and care of residents. SERVICE PROVIDER will make every effort to meet goals and objectives stipulated in the Area Plan and annual updates of the goals, objectives and service unit plan and will participate by providing information to Riverside County Office on Aging (RCOoA) for the annual Area Plan updates.

II. LOCAL OMBUDSMAN PROGRAM SERVICE EXPECTATIONS:

- A. Policies and procedures shall be established in accordance with the State Ombudsman and will:
 1. Provide services to protect the health, safety, welfare and rights of residents;¹ and
 2. Ensure residents have regular, timely access to the Ombudsman Representatives and timely responses to complaints and requests for assistance.²
- B. Provide public education and outreach to identify and prevent elder abuse, neglect, and exploitation.
- C. Provide public education and outreach to promote financial literacy, prevent identity theft and financial exploitation of older individuals.
- D. Ensure the coordination of services provided, with services instituted under the State Adult Protective Service Program, State and local law enforcement systems, and courts of competent jurisdiction.
- E. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims.
- F. Conduct special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and Federal requirements concerning confidentiality, and other topics determined by CDA or RCOoA to be appropriate.
- G. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required³.
- H. Provide information and consultation to residents, family members, friends, and others in the community for the purpose of providing:
 1. **General information and assistance unrelated to a complaint, at minimum, three hundred thirty (330) times;**

1 [OAA§712(a)(5)(B)(i)], [45CFR1324.19(a)(2)], [WIC§9701(a), 9712.5(b)]

2 [OAA§712(a)(5)(B)(ii)], [45CFR1324.19(a)(3)], [WIC§ 9712.5(d)]

3 [OAA §721]

EXHIBIT A: SCOPE OF SERVICE

2. Consultation may be accomplished by telephone, letter, email, fax, or in person.
- I. **Visit one hundred percent (100%) of nursing facilities within PSA 21 at least once (1x) each quarter**, not in response to a complaint.
 - J. **Visit, at minimum, sixty percent (60%) of residential care facilities for the elderly every quarter**, not in response to a complaint.
 - K. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated, the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision.⁴ **Maintain a resolution rate of at least 84%.**
 - L. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In the absence of evidence to the contrary, the Ombudsman representative shall assume the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome.⁵
 - M. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in WIC§ 15610.47; 15630; WIC15630 et seq.⁶
 - N. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities.⁷
 - O. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of the residents.⁸
 - P. Review, comment and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents.⁹
 - Q. Support, actively encourage, and assist in the development of resident and family councils.¹⁰
 - 1. **Attend, at minimum, sixty-two (62) resident council meetings; and**
 - 2. **Attend, at minimum, two (2) family council meetings.**
 - R. Maintain a plan for on-going presence in long-term care facilities.
 - S. Provide consultation to facilities by:
 - 1. Interacting with facility staff for the purpose of providing general information and assistance unrelated to a complaint, **at minimum, two hundred five (205) times.**
 - 2. Consultation may be accomplished by telephone, letter, email, fax, or in person.
 - T. 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 areas identified within contract.
 - U. Promote visitation programs and other community involvement in long-term care facilities in Riverside County.
 - V. Present community education and training programs to long-term care facility staff, human services workers, families and the general public about long-term care and residents' rights.¹¹

4 [OAA§712(a)(5)(B)(iii)], [45CFR1324.19(a)(1), WIC§9701(a), 9712.5(a)]

5 [OAA§712(a)(5)(B)(VII); 45CFR1324.19(b)(2)(iii)]

6 [WIC§, 15610.47; 15630; WIC15630 et seq.]

7 [HSC1289],[PC 4675, 4700 et seq.]

8 [OAA§712(a)(5)(B)(iv)], [45CFR1324.19(a)(4)], [WIC§9712.5(e)]

9 [OAA§712(a)(5)(B)(v)], [45CFR1324.19(a)(5)], [WIC§9712.5(g)-(i)]

10 [OAA§712(a)(5)(B)(vi)], [45CFR1324.19(a)(6)], [WIC§9726.1(a)(3)]

11 [WIC§, 9726.1(a)(5)]

EXHIBIT A: SCOPE OF SERVICE

- W. Refer other individuals' complaints that a representative becomes aware are occurring in the facility to the appropriate governmental agency.¹²
- X. **Participate in, at minimum seven (7) public events** planned to provide information or instruction to community members about the Ombudsman Program or Long Term Care issues.
- Y. Carry out other activities that the State Ombudsman determines to be appropriate.
- Z. Ensure the policies and procedures established by the State Ombudsman are followed for using Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facilities, Quality and Accountability funds, Older American Act funds, and Older Californians Act funds to support activities for the overall program.
- AA. Review and approve claims for Citation Penalties Accounts funds, and Skilled Nursing.

III. SPECIFIC ASSURANCES FOR LOCAL OMBUDSMAN PROGRAM SERVICES¹³ INCLUDE:

- A. Service Provider must follow the federal statutes and State laws and any regulations promulgating the requirements of the Ombudsman Program Services.
- B. Service Provider will follow the policies and procedures established by the State Long Term Care Ombudsman Office.
- C. The Ombudsman Program, Ombudsman Representative, OSLTCO, and members of their immediate family shall be free of actual and perceived conflicts of interest¹⁴.
- D. **Maintain, at minimum, twenty (20) Volunteer Ombudsman Representatives.**
- E. Submit monthly fiscal documents to CDA and RCOoA for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
- F. 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 am and 10:00 pm, seven days a week¹⁵. Authorization by the State Ombudsman is required for entry outside of these hours.¹⁶
- G. 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 developed policies of the State Ombudsman.¹⁷
- H. Representatives of the Ombudsman Program, upon request to a long-term care facility, shall be provided a roster, census or other list of names and room numbers or room locations of all current residents.¹⁸
- I. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification.¹⁹
- J. All records and files maintained by the 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.
- K. The Ombudsman Program shall enter into a Memorandum of Understanding with a Legal Services Provider (LSP) which addresses the following:

12 [WIC§9712.5(a)(2)]

13 [OAA§705(a)(6)(C); §712(b)(1)(A-B), §712(c), §712(d)(2), §712(h)(5)(B), §712(h)(7)], [45CFR1324.21, 45CFR1324.11(e)(2-3)(iv); 45CFR1327.13(b), (c)(3), (h)(10), (d-f); 45CFR, 1324.19(b)(6-9), (b)(2)(i)], [22CCR8020(a)(b)] [WIC§9716(a); §9717(c), §9722(a)(d), §9719(a), §9725, §15633(c)], [Statewide Standards for Legal Assistance in California]

14 [45CFR1327.21]

15 [OAA§712(B)(1)(A); WIC§9772(a)]

16 [WIC§9722; 22CCR8020(b)]

17 [OAA§712(b)(1)(B); 45CFR1324.11(e)(2)(iv); WIC§9724]

18 [WIC§9722(d)]

19 [OAA§712(h)(5)(B); 45CFR1327.13(C)(3); WIC§9719(a)]

EXHIBIT A: SCOPE OF SERVICE

1. Conflict of interest, provision of legal advice, procedures for referral and other technical assistance;
 2. Legal assistance to residents of the long-term care facilities where the client is otherwise eligible and services are appropriate;
 3. Where Ombudsman and legal services are provided by the same agency, policies and procedures must be developed and followed to protect the integrity, resources and confidentiality of both programs; and
 4. Assist in providing legal representation to the Ombudsman Program when an Ombudsman Representative or the program has been named as a party or witness in a subpoenaed or a suit or other legal action challenging the performance of the official duties of the Ombudsman Representative.²⁰
- L. The Ombudsman budget shall be separate from other budgets. The Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers. The Coordinator shall determine budget priorities, develop or participate in budget preparation and be informed of budget allocations, specific to the Ombudsman Program.²¹
- M. **Maintain, at minimum, 6.3 Full Time Equivalent (FTE) staff to the Ombudsman program.** One (1) FTE will equal two thousand eighty hours (2,080) annually. For September 1, 2017 to June 30, 2018, one (1) FTE will equal one thousand seven hundred thirty-three (1,733) hours.
- N. The Ombudsman Coordinator shall provide an organizational chart identifying positions providing services through this agreement as follows:
1. All staff who are wholly or partly funded by Ombudsman Program resources;
 2. Titles/roles of all persons within the Program;
 3. The number of hours per week charged to the Ombudsman Program for each position;
 4. Staffing changes shall be reported to RCOoA and the state;²²
 5. Service Provider must replace departing staff within forty-five (45) days of their final date of employment; and
 6. Positions that remain vacant for more than forty-five (45) days require a written explanation submitted to RCOoA as to the efforts to fill the vacant position.
- O. The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences.
- P. The Ombudsman Coordinator shall inform RCOoA, CDA/OSLTCO of issues with local Ombudsman representatives, complex cases, situations with potential legal implications, changes in staffing, emerging community issues with County impact, breaches of confidentiality and conflict issues.
- Q. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and reporting provisions specified within this Agreement.²³
- R. Conduct self-monitoring on an ongoing basis to determine the use of federal and State funds through reporting, site visits, regular contact, or other means to assure the federal and State funds awarded are used in compliance with laws, regulations, the provisions of services and that performance goals are achieved. RCOoA will conduct monitoring annually to review program services and financial documentation.
- S. Local Ombudsman Program representatives shall conduct interviews/investigations in a confidential manner, which offers office space with telecommunication capabilities that protect the confidentiality of all complaint-related communications and records.²⁴
- T. Information systems shall have sufficient space and protections to run state-approved database systems and to receive and send confidential email messages.

20 [OAA§712(h)(7); 45CFR1324.13(h)(10); 1 WIC§9710]

21 [45CFR1324.13(f)]

22 [45CFR1324.13(b)]

23 [OAA§1712(c)], [WIC 9716(a)]

24 [OAA§705(a)(6)(C); 45CFR1327.19(b)(2)(i); WIC§9725; 15633(c)]

EXHIBIT A: SCOPE OF SERVICE

- U. Records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 - 1. Include a written description for each Program Development or Coordination activity and maintain staff time records that is of sufficient detail to define the event or type of activity;
 - 2. Be traceable back to the Program Development or Coordination objectives from the Area Plan; and,
 - 3. Written record/documentation supporting expenditures of Program Development or Coordination activities will be maintained for three years or until any audit is resolved, whichever is longer.

IV. SERVICE AREAS:

- A. Services shall be offered countywide in all skilled nursing facilities and other long term care residential facilities for the elderly. Community Focal points are identified in Exhibit E.
- B. Services will be provided countywide, in all Service Areas of PSA 21, where a skilled nursing or other long term care residential facility is located and may be in any of the identified communities:

SA1: Corona/Norco/Eastvale; Coronita, El Cerrito, Home Gardens, Mira Loma, Temescal Valley, Lake Mathews.

SA2: Riverside/Jurupa Valley; El Sobrante, Glen Avon, Highgrove, Pedley, Rubidoux, parts of Lake Mathews.

SA3: Moreno Valley/Perris; Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview, parts of Lake Mathews.

SA4: Menifee/Winchester/Lake Elsinore; includes Homeland, Canyon Lake, Romoland, Warm Springs, Sun City, Quail Valley.

SA5: Murrieta/Temecula/Wildomar; includes; Aguanga, Anza, French Valley, Lake Riverside

SA6: Banning/Beaumont/Calimesa; Cabazon, Cherry Valley.

SA7: Hemet/San Jacinto; East Hemet, Idyllwild-Pine Cove, Mountain Center, Valle Vista

SA8: Desert Hot Springs/Palm Springs/Cathedral City; Desert Edge, Garnet, Sky Valley, Thousand Palms, Whitewater

SA9: Rancho Mirage/Palm Desert/Indian Wells; Desert Palms

SA10: La Quinta/Indio/Coachella; Bermuda Dunes, Mecca, North Shore, Oasis, Thermal, Vista Santa Rosa

SA11: Blythe; Desert Center, Ripley Mesa Verde.

- C. Service Provider will outreach to serve and/or involve members of the target population in the delivery of service, as appropriate.

VI. ADDITIONAL REQUIREMENTS (As appropriate):

- A. The Service Provider shall deliver the Ombudsman Program Services in accordance with the Laws and Regulations set forth by the Older Americans Act and the California Code of Regulations and policies and procedures established by the State Long Term Care Ombudsman as described earlier and will:
 - 1. Implement the statutory provisions of the Title IIIB and Title VII Ombudsman Program Services in accordance with Federal and State laws and regulations. No provision of service shall not be unilaterally reduced or otherwise changed without prior written approval of RCOoA and CDA.
 - 2. Maintain an organization that shall have the ultimate accountability for funds received from RCOoA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent

EXHIBIT A: SCOPE OF SERVICE

- State and federal laws and regulations including data reporting requirements.
3. Meet the requirements under the OAA, Section 301(a)(1) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
 4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, Section 301(a)(2)(B).
 5. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
 6. Secure the opportunity for the eligible service population to receive managed in-home and long-term care services as required under OAA, Section 301(a)(2)(D).
 7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
 8. Service Provider shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
 9. Provide program information and assistance to the public.
 10. Meet the requirements under the AB 1217 Lowenthal Home Care Services Consumer Protection Act laws that provides for the In-Home Supportive Services (IHSS) program, which includes eligibility requirements for individuals who provide services to recipients under the program.
 11. Particular emphasis focuses on meeting the needs of the target population. Priority services will be to those in greatest need based upon age, economic situation, physical or mental condition, racial or ethnic background, minorities who do not speak English and/or geographic isolation.
 12. Promote the development of information and data systems, including elder abuse reporting systems to quantify the extent of elder abuse, neglect, and exploitation in Riverside County.
 13. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs.
 14. Conduct training and/or provide relevant material for individuals, including caregivers described in Part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy.

VII. REPORTING PROVISIONS:

- A. SERVICE PROVIDER shall take the following actions to enter data into the Internet-based NORS software provided by CDA, as required. NORS data entry must be timely, complete, accurate and verifiable.
- B. Data entry for quarterly NOS reports must be completed no later than one month following the end of the reporting quarter (i.e. October 31, January 31, April 30, and July 31) with copies of the aggregate data sent to RCOoA.
- C. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to RCOoA.
- D. Written reporting procedures specific to each program will include:
 1. Collection and reporting of program data.
 2. Ensuring accuracy of all data from the Service Provider and Subcontractor.
 3. Verification of the data prior to submission to the CDA Data Team.
 4. Procedures for correcting data errors.

EXHIBIT A: SCOPE OF SERVICE

5. A methodology for calculating and reporting:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
6. A performance data monitoring process.
- E. SERVICE PROVIDER shall orient and train staff and volunteers regarding program data collection and reporting requirements. SERVICE PROVIDER shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.

VIII. FORMS & DOCUMENTATION:

Appropriate forms shall be used to report and document the necessary information required for the delivery of service. SERVICE PROVIDER shall use the "Ombudsman OoA Form 4: New Seniors Intake" or another intake form that contains the necessary information and is approved by the OSLTCO. Intake forms and other service delivery documentation shall be maintained in a confidential manner and a service recipient file will be maintained for each person served whether or not it resulted in an investigation. The appropriate reporting format shall be used as established by the OSLTCOP to submit service delivery data at the requested intervals. Appropriate measures must be taken to ensure the confidentiality of such client information.

EXHIBIT B: FISCAL PROVISIONS

Funding awarded under this Agreement is made available under the applicable provisions of the Older Americans Act and Amendments, Title III and/or Title VII, ACL, Welfare and Institutions Code, Older Californian's Act and by California Department on Aging Agreement appropriations. Funding awarded is summarized in Exhibit B.I and identifies the maximum obligation of each service, the unit of measurement, the associated rate, the amount of expected units to be delivered and associated Project Grant Codes. The funding detail is in Exhibit C and is the projected expenditures necessary to meet the expectations of the contracted service(s). Additional services provided will include a corresponding provider budget detail which will be attached and identified as EXHIBIT C.I, C.II, C.III, and so on.

A. BUDGET AND BUDGET REVISION:

1. EXHIBIT C - SERVICE PROVIDER Budget Detail itemizes the budget appropriation categories, line item descriptions of reimbursable costs and includes unit rates, quantity and totals for each service.
2. The budget detail includes, at a minimum, the following budget appropriations (budget/cost categories) & reimbursable line item descriptions, allowable under this Agreement:
 - a. Salaries and Benefits:
 - i. Staff costs – includes a monthly, weekly, or hourly rate, as appropriate and classification title, along with the percentage of time associated to service & related training
 - ii. Fringe Benefits
 - b. Operating Expenses (Direct costs):
 - i. Office Supplies
 - ii. Contractual (subcontract) costs
 - iii. Rental (specify cost per square foot and total square feet)
 - iv. Equipment necessary to successfully deliver service(s)
 - v. Any travel¹ within California (outside the State of California requires prior approval)
 - vi. A detailed list of other operating expenses
 - c. Administrative Costs (Indirect costs):
 - i. Costs are limited to 10% of the direct service cost, unless provider has an accepted negotiated rate accepted by all Federal awarding agencies²
 - ii. Indirect costs shall be associated with an approved indirect cost rate or allocation plan documenting the methodology used to determine indirect costs; and
 - iii. Indirect costs exceeding 10% may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and VII only).
3. Changes to line item amounts within a Cost Category may be made, subject to the following conditions:
 - a. For Titles III-B, C, D, and E the Cost Categories are:
 - i. Personnel Costs
 - ii. Travel/Training
 - iii. Equipment

¹ Travel in Operating expenses includes: Airfare, Hotel, Meals, Mileage, Rental, incidentals (Staff time will be staff costs).

² [2CFR200.212(c)(1),(f)][45CFR75.414(c)(1),(f)]

- iv. Consultants
- v. Other Costs
- vi. Indirect Costs
- b. Title C has two additional Cost Categories:
 - a. Catered Food
 - b. Raw Food
- c. Approval from RCOoA is required before making a change of 20% or greater and is \$1,500 or more in any Budget Category.
- d. The SERVICE PROVIDER will maintain a written record of all budget changes and clearly document Budget Category changes. The record shall include the date of the transfer, the amount, and the purpose and shall be submitted electronically to RCOoA on Form A1: Narrative Justification for Budget Revisions for approval.
- e. A Budget and/or proposed budget shall be submitted to RCOoA any time as indicated or requested by RCOoA.
- f. The final date to submit budget a revision request for the current fiscal year is March 15 unless otherwise specified by RCOoA.

B. AVAILABILITY OF FUNDS:

- 1. For the mutual benefit of both parties, and in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made, it is understood between the parties that this Agreement may have been written before ascertaining, the availability of State and/or federal funds.
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to CDA by the United States Government or by the Budget Acts of the appropriate fiscal years for the purposes of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3. In the event that insufficient funds are appropriated by the Legislature and/or Congress for any of these programs, this Agreement may be terminated or amended to reflect any reduction in funds.
- 4. RCOoA reserves the right to increase and/or decrease funds available under this Agreement to reflect, any restrictions, limitations, or conditions as directed by the California Department of Aging.

C. ONE-TIME-ONLY (OTO) FUNDS:

- 1. SERVICE PROVIDER with a current existing Agreement with RCOoA is eligible to receive OTO funds. OTO funds are distributed amongst providers who already receive funds from the OTO source of funding. OTO funds are non-transferable between funding sources and must only be used in the program to which it was allocated.
- 2. Title III and Title VII Programs may use One-Time-Only funds for the following purposes:
 - a. The purchase of equipment to enhance the delivery of services to the eligible service population and is an allowable cost of the program.
 - b. Home and community-based projects which assist families and/or caregiver to maintain the eligible service population in a home environment, as approved by RCOoA.
 - c. Innovative pilot projects, approved by CDA/RCOoA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45CFR 1321.53(a)(b)].

- d. Baseline services—OTO funds may be used to maintain or increase baseline service, with RCOoA approval. However, programs funded with OTO funds shall not expect OTO funding beyond the current fiscal year in which OTO funds are awarded.
3. Nutrition Services Incentive Program (NSIP) are One-Time-Only funds used to purchase food ONLY in the Senior Nutrition Programs.

D. MATCHING REQUIREMENTS & CONTRIBUTIONS:

1. Matching requirement is the cash value of an in-kind contribution and that portion of program and administrative costs funded (cash or in-kind) by the SERVICE PROVIDER from other resources.
2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
3. In-kind contributions are property or services provided which benefit Agreement-supported project or program and which are contributed by non-federal parties without charge to SERVICE PROVIDER.
4. Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
5. In-kind contributions count towards satisfying a matching requirement only where the payments would be otherwise allowable costs if SERVICE PROVIDER were to pay for the costs.
6. Costs contributing to the match requirement incurred by the SERVICE PROVIDER must be verifiable.
7. Matching contributions, cash or in-kind, must be allowable as outlined in the Office of Management and Budget (OMB) cost principles.
8. The required minimum matching contributions for Title III-B, III-C, VII Ombudsman, and VII Elder Abuse Prevention Programs is ten percent (10%) of the combined total of Federal share and matching contribution OR 11.11% of the Federal share alone. Program matching contributions for Title III-B, III-C will be pooled to meet the minimum ten percent (10%) requirement.
9. The required minimum program matching contributions for Title III-E is twenty-five percent (25%) of the combined total of Federal share and matching contribution OR 33.33% of the Federal share alone.
10. No minimum program matching contribution is required for the Health Insurance Counseling Advocacy Program (HICAP).
11. Matching contributions generated in excess of the minimum required are considered overmatch.
12. Program overmatch from Title III-B, III-C, or III-D cannot be used to meet the program match requirement for III-E.
13. Minimum match requirements are subject to change at any time, to which RCOoA will send an electronic notification and an Amendment, as appropriate.

E. PROGRAM INCOME:

1. "Program Income" is revenue generated by the SERVICE PROVIDER from activities funded through this agreement, such as, delivered services. "Program income" includes:

- a. Voluntary contributions received from a participant or responsible party as a result of the service.
 - 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 Agreement-supported activities.
 - d. Proceeds from the sale of items attained under an Agreement including the sale of RCOoA property and equipment.
 - e. Interest earned on funds awarded by RCOoA, except for the HICAP Program.
2. Program Income must be reported and expended under the same program from which it is generated. Program Income must be used to pay for current allowable costs of that program in the same fiscal year the income was earned, except:
- a. For Title III-B, III-C, III-E, VII Ombudsman, and VII Elder Abuse Prevention Programs, if Program Income is earned in excess of the amount approved by RCOoA, the excess amount may be deferred for use in the first quarter of the following Agreement period, which is the last quarter of the federal fiscal year (October 1 to September 30).
 - b. For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII Elder Abuse Prevention Programs: Program Income must be spent before the Agreement funds and may reduce the total amount of Agreement funds payable to the SERVICE PROVIDER.
 - i. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.
 - ii. Program Income may not be used to meet the matching requirements of this Agreement.
 - iii. Program Income must be used to expand baseline services.
 - c. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funding received under this Act.

F. EXPENDITURE OF FUNDS:

- 1. The SERVICE PROVIDER shall expend and justify all funds received, as described in Exhibit C Provider Budget Detail.
- 2. Any reimbursement for authorized travel (i.e. travel, lodging, meals, and other incidentals) shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources rules and regulations. Rates may be accessed on the State's website:
 - a. Mileage: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
 - b. Per Diem (meals and incidentals): <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>;
 - c. Lodging: <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>
- 3. This does not limit the SERVICE PROVIDER from paying any differences in costs, from funds other than those provided by RCOoA, between State rates and any rates the SERVICE PROVIDER is obligated to pay under other contractual agreements. No travel outside the State of California may be reimbursed unless prior written authorization is obtained from RCOoA. (CCR, Title 2 Section 599.615 et. seq.)

4. RCOoA reserves the right to refuse payment to the SERVICE PROVIDER or disallow costs for any expenditure, as determined by RCOoA to be; out of compliance with this Agreement's terms and conditions, unrelated or inappropriate to Agreement activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

G. ACCOUNTABILITY OF FUNDS:

The SERVICE PROVIDER shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from other records for any other funds administered by the SERVICE PROVIDER, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards.³

H. REDUCTION OF FUNDS:

1. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this Agreement, RCOoA has the option to either:
 - a. Terminate the Agreement; or
 - b. Offer a Contract Amendment to reflect the reduced funding for this Agreement.
2. In the event that RCOoA elects to offer a Contract Amendment, RCOoA reserves the right to determine (1) which Agreements, if any, under this program shall be reduced and (2) some Agreements may be reduced by a greater amount than others, and (3) the amount that any and/or all of the Agreements shall be reduced for the fiscal year.
3. RCOoA may reduce the amount of awarded funding if the SERVICE PROVIDER is not meeting service objectives as identified in the Exhibit A - Scope of Service or if spending pattern indicates the SERVICE PROVIDER will have unexpended funding at the end of the Agreement period. RCOoA will be the sole determinant of all reduction of RCOoA funding and will be reasonable in its determination.
4. The SERVICE PROVIDER hereby expressly waives any and all claims against RCOoA for damages arising from the termination, suspension, or reduction of the funds provided by RCOoA.
5. In the event of termination of this Agreement for reduction, suspension or termination of funds to RCOoA, the SERVICE PROVIDER shall be compensated by RCOoA for completed services rendered prior to termination, subject to availability of funds, allowable costs and audit verification.

I. INCREASE OF FUNDS:

RCOoA may increase the amount of awarded funding, if additional RCOoA funding becomes available. The SERVICE PROVIDER may be required to increase the service objectives as identified in the Exhibit A- Service Provisions and Expectations to qualify for additional funding. Any such increase in funding may not be subject to a competitive process and will be processed as an Amendment to the Agreement.

³ [2CFR200][45CFR75]

J. SUPPLANTING FUNDS:

RCOoA funds cannot be used to supplant (replace) funds from non-Federal funding sources. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received from RCOoA.

K. ACKNOWLEDGING FUNDING:

The SERVICE PROVIDER shall acknowledge funding by RCOoA, when resources are explained verbally or in writing, specifically in brochures, press releases, etc., and shall acknowledge RCOoA by the use of signs on funded vehicle(s).

L. INTEREST EARNED:

1. SERVICE PROVIDER may keep interest amounts up to \$500 per fiscal year for administrative expenses⁴. Interest earned on advanced contract funds shall be identified as Program Income on Fiscal budgets.
2. SERVICE PROVIDER must maintain advances of funds in interest bearing accounts, unless either of the following apply:
 - a. The SERVICE PROVIDER receives less than \$120,000 in federal awards per year;
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

M. INDIRECT COSTS:

1. The maximum allowable reimbursement for indirect costs is ten percent (10%) of direct costs (excluding in-kind contributions and nonexpendable equipment) unless there is an accepted negotiated rate accepted by all Federal awarding agencies.⁵ Indirect costs exceeding the 10% maximum may be budgeted and used to meet the minimum matching requirements.
2. Service Provider requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

N. FINANCIAL MANAGEMENT SYSTEMS:

1. SERVICE PROVIDER shall meet the reporting standards for its financial management systems, as stipulated in 2CFR200.302 and 45 CFR 74.21 (non-profits):
 - a. Financial Reporting
 - b. Accounting Records
 - c. Internal Control
 - d. Budgetary Control
 - e. Allowable Costs
 - f. Source Documentation

⁴ [2CFR200.305(b)(9)] [25CFR75.305(b)(9)]

⁵ [2cfr200.414(c)(1),(f); 45CFR75.414(c)(1)(f)]

- g. Cash Management
- 2. RCOoA may require financial reports more frequently or with more detail (or both), upon written notice to the Service Provider, until such time as RCOoA determines that the financial management standards are met.

O. UNEXPENDED FUNDS:

SERVICE PROVIDER will expend all funding for services prior to the end of each fiscal year, June 30. Funds not used or encumbered for use by June 30 each fiscal year, will not be able to be claimed at a later date. All expended funds that have not been encumbered for use by June 30 are returned to the state. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the SERVICE PROVIDER shall return to RCOoA immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

P. PAYMENT:

- 1. Advance Payments:
 - a. RCOoA shall allow the SERVICE PROVIDER, funded under the Older Americans Act Amendments, Title III and Title VII, and HICAP, upon execution of this Agreement and availability of funds, to request and receive, in a timely manner, one advance payment per fiscal year which shall not exceed one-twelfth of the Agreement amount.
 - b. Beginning with the September Monthly Financial Report/Request for Funds (MFR), one-tenth of the advance payment will be deducted each month from amounts due to the SERVICE PROVIDER, until the advance is fully paid.
 - c. If, the advance payment has not been fully satisfied at the time of the final Monthly Financial Report, or upon completion or termination of this Agreement, SERVICE PROVIDER agrees to pay the balance to RCOoA upon demand.
- 2. Monthly Reimbursement Requests and Payments:
 - a. SERVICE PROVIDER will submit a request for reimbursement monthly. The reimbursement request will be in arrears for actual expenses incurred, less any amount applied against the advance, beginning with the July expenditure report.
 - b. The SERVICE PROVIDER shall submit a Monthly Financial Report/Request for Funds (MFR) to be received at RCOoA by the 5th working day of each subsequent month.
- 3. Accruals:
 - a. Accruals must be reported by SERVICE PROVIDER to RCOoA by June 14 every fiscal year for any outstanding and unpaid obligations made prior to June 30 that will not be paid by June 30. Accruals are expected to be paid with thirty (30) days of the end of the fiscal year.



RIVERSIDE COUNTY OFFICE ON AGING



EXHIBIT B.I SERVICE PROVIDER BUDGET ALLOCATION SUMMARY COUNCIL ON AGING - SOUTHERN CALIFORNIA September 1, 2017 to June 30, 2018

Funding Source Project Grant #	Program	Service Description	Unit Description	CFDA #	Number of Units	Unit Rate	Federal Funds	State Funds	Total Contract Amount
OA61805FY18	Title IIIB - Ombudsman	Complaint/Abuse Investigation and Facility Monitoring	1 Hour	93.042	611	\$69.95	\$ 42,707		\$ 42,707
OA61804FY18	Title VIIA - Ombudsman	Facility Visit Title VIIA	1 Hour	93.042	652	\$69.95		45,642	\$ 45,642
OA61806FY18	Ombudsman	SNF Quality and Accountability	Actual Cost	93.042	0	n/a	54,030		\$ 54,030
OA61926FY18	Ombudsman	Volunteer Recruitment- Citation and Penalties	Actual Cost	93.042	n/a	n/a		37,014	\$ 37,014
OA61929FY18	Ombudsman	SNF Quality and Accountability	Actual Cost	93.042	n/a	n/a		18,257	\$ 18,257
OA61927FY18	Ombudsman	Public Health Licensing and Certification	Actual Cost	93.042	n/a	n/a		86,722	\$ 86,722
FY 2017/18 TOTAL MAXIMUM OBLIGATION							\$	\$ 86,722	\$ 284,371

Exhibit C-Budget Detail



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2017-2018

September 1, 2017 to June 30, 2018

Original: ☒
Revision: ☐
OTO: ☐

Contractor:

Council on Aging - Southern California

Date:

07/01/2017

Program and Service:

Ombudsman-Title IIIB - Complaint/Abuse Investig. & Facility Monitoring

Vendor #:

209174

DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
RCOoA Award Amounts:			
11 Federal & State OA61805FY18		42,707.00	
12 Federal & State OTO			
13 Other Award (IFS *)			
14 Other Award (IFS *)			
15 Other Award (IFS *)			
16 Total RCOoA Award Amounts		42,707.00	OK
Program Income (May not be used for match):			
18 Donations from Program Participants			
19 Other Program Income (IFS *)			
20 Other Program Income (IFS *)			
21 Total Program Income (May not be used for match)		0	OK
Match Cash (From non-Federal sources):			
23 Donations NOT from Program Participants			
24 Fundraising Events			
25 Proceeds from Sale of Property / Equipment			
26 Service Fees Income (Non-RCOoA units)			
27 Other Match Cash (IFS *)			
28 Total Match Cash		0	OK
Match Third-Party In-Kind:			
30 Volunteer Services	Volunteer Visits	37,224.00	
31 Donated Materials / Space			
32 Other Match Third-Party In-Kind (IFS *)			
33 Other Match Third-Party In-Kind (IFS *)			
34 Total Match Third-Party In-Kind		37,224.00	OK
36 Total Program Resources		79,931.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB, IIIC	10%	4,745	37,224
Minimum Required Match	Title IIIE	25%	14,236	37,224

* IFS = Include Funding Source

Program Resources amounts (this worksheet) must equal Program Costs amounts (separate worksheet) as follows:

Program Resources cell G16 must equal Program Costs cell I41.

Program Resources cell G21 must equal Program Costs cell E41.

Program Resources cell G28 must equal Program Costs cell F41.

Program Resources cell G34 must equal Program Costs cell H41.

Program Resources cell G36 must equal Program Costs cell D41.

Note that corresponding amounts correctly reported will be noted by "OK", and "ERRORS" denote adjustments needed.

Exhibit C-Budget Detail



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2017-2018

September 1, 2017 to June 30, 2018

Original: ☒
Revision: ☐
OTO: ☐

Contractor:

Council on Aging - Southern California

Date:

07/01/2017

Program and Service:

Ombudsman-Title IIIB - Complaint/Abuse Investig. & Facility Monitoring

Vendor #:

209174

Budget Line Items	Total Cost	Program Inc	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
11 Total Salaries / Wages	36,661.00				36,661.00
12 Payroll Taxes	2,413.00				2,413.00
13 Workers' Compensation	262.00				262.00
14 Other Benefits	184.00				184.00
15 Total Paid Personnel	39,520.00	0	0		39,520.00
16 Third-Party In-Kind Personnel	37,224.00			37,224.00	
17 Total Personnel	76,744.00	0	0	37,224.00	39,520.00
18 Travel & Training *	1,979.00				1,979.00
Equipment					
20 Expendable Equipment (unit cost of < \$500)					0
21 Non-Expendable Equipment (unit cost ≥ \$500)					0
22 Total Equipment	0	0	0	0	0
23 Catered Food					0
24 Raw Food					0
25 Consultants *					0
Other Direct Expenses					
27 Building Rent and Utilities					
28 Lease / Rent *					0
29 Utilities *	1,208.00				1,208.00
30 Office Expense *					0
31 Vehicle Operations and Maintenance *					0
32 Outside Services *					0
33 Accounting *					0
34 Audit * **					0
35 Volunteer Expense *					0
36 Insurance *					0
37 Subcontracted Direct Service Costs *					0
38 Miscellaneous *	0				0
39 Total Other Direct Expenses	1,208.00	0	0	0	1,208.00
40 Indirect Costs (Maximum 9% of Total) *					0
41 Total Program Costs	79,931.00	0	0	37,224.00	42,707.00

OK

OK

OK

OK

OK

* Requires explanation

** Cannot include audit cost unless \$500,000 in Federal Awards is expended annually

Program Costs amounts (this worksheet) must equal Program Resources amounts (separate worksheet) as follows:

Program Costs cell D41 must equal Program Resources cell G36.

Program Costs cell E41 must equal Program Resources cell G21.

Program Costs cell F41 must equal Program Resources cell G28.

Program Costs cell H41 must equal Program Resources cell G34.

Program Costs cell I41 must equal Program Resources cell G16.

Note that corresponding amounts correctly reported will be noted by "OK", and "ERRORS" denote adjustments needed.



Riverside County Office on Aging
Contractor Budget: Explanations
Fiscal Year 2017-2018

RIVERSIDE COUNTY OFFICE ON AGING



Original: ☒
Revision: ☐
OTO: ☐

September 1, 2017 to June 30, 2018

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Title IIIB - Complaint/Abuse Investig. & Facility Monitoring
209174

Date: 07/01/2017

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training *	18	1,979	Staff & Volunteer Mileage Reimbursement at \$0.535 per mile
Consultants *	25	0	
Lease / Rent *	28	0	
Utilities *	29	1,208.00	Telephone
Office Expense *	30	0	
Vehicle Operations and Maintenance *	31	0	
Outside Services *	32	0	
Accounting *	33	0	
Audit * **	34	0	
Volunteer Expense *	35	0	
Insurance *	36	0	
Subcontracted Direct Service Costs *	37	0	
Miscellaneous *	38	0	Various Miscellaneous Operating Expenses
Indirect Costs (Maximum 9% of Total) *	40	0	

Exhibit B - Budget Detail

Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2017-2018

Original: ☒
Revision: ☐
OTO: ☐

September 1, 2017 to June 30, 2018

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Title IIIB - Complaint/Abuse Investig. & Facility Monitoring
209174

Date: 07/01/2017

PAID PERSONNEL BY POSITION - SECTION C						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
41				52	0	
42				52	0	
43				52	0	
44				52	0	
45				52	0	
46				52	0	
47				52	0	
48				52	0	
49				52	0	
50				52	0	
51				52	0	
52				52	0	
53				52	0	
54				52	0	
55				52	0	
56				52	0	
57				52	0	
58				52	0	
59				52	0	
60				52	0	
Total Salaries / Wages: Section C					0	

Exhibit B - Budget Detail



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2017-2018

Original: ☒
Revision: ☐
OTO: ☐

September 1, 2017 to June 30, 2018

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Title IIIB - Complaint/Abuse Investig. & Facility Monitoring
209174

Date: 07/01/2017

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Ombudsman Staff	20.00	12.50	43.20	10800.00	
2	Ombudsman Staff	20.00	12.00	43.20	10368.00	
3	Ombudsman Staff	20.00	12.00	43.20	10368.00	
4				8	0	
5				8	0	
6				39	0	
7				39	0	
8				39	0	
9				39	0	
10				39	0	
11				39	0	
12				39	0	
13				39	0	
14				39	0	
15				39	0	
16				39	0	
17				39	0	
18				39	0	
19				39	0	
20				39	0	
Total Salaries / Wages: Section A					31,536.00	
Total Salaries / Wages: Section B					5,125.00	See detail in Section B
Total Salaries / Wages: Section C					0	See detail in Section C
TOTAL SALARIES / WAGES					36,661.00	
Total Payroll Taxes					2,413.00	
Total Workers' Compensation					262.00	
Total Other Benefits					184.00	
TOTAL EMPLOYEE BENEFITS					2,859.00	
TOTAL PAID PERSONNEL					39,520.00	

Exhibit B - Budget Detail

Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2017-2018

Original: ☒
Revision: ☐
OTO: ☐

September 1, 2017 to June 30, 2018

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Title IIIB - Complaint/Abuse Investig. & Facility Monitoring
209174

Date: 07/01/2017

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
21	CEO/President	0.500	75.72	43.20	1,636	
22	Director of Finance/HR	0.500	48.23	43.20	1,042	
23	Accounting Assistants-1.5 FTEs	0.750	31.67	43.20	1,026	
24	Executive Assistant	0.500	20.50	43.20	443	
25	Receptionist	0.500	14.00	43.20	311	
26	Data Communication	0.125	24.52	43.20	132	
27	Marketing Manager	0.375	33.00	43.20	535	
28				52	0	
29				52	0	
30				52	0	
31				52	0	
32				52	0	
33				52	0	
34				52	0	
35				52	0	
36				52	0	
37				52	0	
38				52	0	
39				52	0	
40				52	0	
Total Salaries / Wages: Section B					5,125	

Exhibit C-Budget Detail



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2017-2018

Original: ☒
Revision: ☐
OTO: ☐

September 1, 2017 to June 30, 2018

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Title IIIB - Complaint/Abuse Investig. & Facility Monitoring
209174

Date: 07/01/2017

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Ombudsman Volunteers (8)	40.00	22.00	42.3	37,224.00	
2				39	0	
3				39	0	
4				39	0	
5				39	0	
6				39	0	
7				39	0	
8				39	0	
9				39	0	
10				39	0	
11				39	0	
12				39	0	
13				39	0	
14				39	0	
15				39	0	
16				39	0	
17				39	0	
18				39	0	
19				39	0	
20				39	0	
21				39	0	
22				39	0	
23				39	0	
24				39	0	
25				39	0	
	Third-Party In-Kind Personnel: Section A				37,224.00	
	Third-Party In-Kind Personnel: Section B				0	See detail in Section B
	Third-Party In-Kind Personnel: Section C				0	See detail in Section C
	TOTAL THIRD-PARTY IN-KIND PERSONNEL				37,224.00	

Exhibit C-Budgt Detail

Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2017-2018

Original: ☒
Revision: ☐
OTO: ☐

September 1, 2017 to June 30, 2018

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Title IIIB - Complaint/Abuse Investig. & Facility Monitoring
209174
Date: 07/01/2017

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
26				52	0	
27				52	0	
28				52	0	
29				52	0	
30				52	0	
31				52	0	
32				52	0	
33				52	0	
34				52	0	
35				52	0	
36				52	0	
37				52	0	
38				52	0	
39				52	0	
40				52	0	
41				52	0	
42				52	0	
43				52	0	
44				52	0	
45				52	0	
46				52	0	
47				52	0	
48				52	0	
49				52	0	
50				52	0	
Third-Party In-Kind Personnel: Section B					0	

Exhibit C-Budgt Detail

Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2017-2018

Original: ☒
Revision: ☐
OTO: ☐

September 1, 2017 to June 30, 2018

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Title IIIB - Complaint/Abuse Investig. & Facility Monitoring
209174
Date: 07/01/2017

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION C						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
51				52	0	
52				52	0	
53				52	0	
54				52	0	
55				52	0	
56				52	0	
57				52	0	
58				52	0	
59				52	0	
60				52	0	
61				52	0	
62				52	0	
63				52	0	
64				52	0	
65				52	0	
66				52	0	
67				52	0	
68				52	0	
69				52	0	
70				52	0	
71				52	0	
72				52	0	
73				52	0	
74				52	0	
75				52	0	
Third-Party In-Kind Personnel: Section C					0	

Exhibit C.I: Budget Detail (VII-FV)



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Program Resources
Fiscal Year 2017-2018

September 1, 2017 to June 30, 2018

Original: ☒
Revision: ☐
OTO: ☐

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Title VIIA - Facility Visits
209174

Date: 09/01/2017

DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
RCOoA Award Amounts:			
11 Federal & State OA6184FY18		45,642.00	
12 Federal & State OTO			
13 Other Award (IFS *)			
14 Other Award (IFS *)			
15 Other Award (IFS *)			
16 Total RCOoA Award Amounts		45,642.00	OK
Program Income (May not be used for match):			
18 Donations from Program Participants			
19 Other Program Income (IFS *)			
20 Other Program Income (IFS *)			
21 Total Program Income (May not be used for match)		0	OK
Match Cash (From non-Federal sources):			
23 Donations NOT from Program Participants			
24 Fundraising Events			
25 Proceeds from Sale of Property / Equipment			
26 Service Fees Income (Non-RCOoA units)			
27 Other Match Cash (IFS *)			
28 Total Match Cash		0	OK
Match Third-Party In-Kind:			
30 Volunteer Services			
31 Donated Materials / Space			
32 Other Match Third-Party In-Kind (IFS *)			
33 Other Match Third-Party In-Kind (IFS *)			
34 Total Match Third-Party In-Kind		0	OK
36 Total Program Resources		\$ 45,642	OK

Match Reference - Not applicable to Ombudsman Program		Rate	Minimum	Reported
Minimum Required Match	Title IIIB, IIIC	10%	5,071	0
Minimum Required Match	Title IIIE	25%	15,214	0

* IFS = Include Funding Source

Program Resources amounts (this worksheet) must equal Program Costs amounts (separate worksheet) as follows:

Program Resources cell G16 must equal Program Costs cell I41.

Program Resources cell G21 must equal Program Costs cell E41.

Program Resources cell G28 must equal Program Costs cell F41.

Program Resources cell G34 must equal Program Costs cell H41.

Program Resources cell G36 must equal Program Costs cell D41.

Note that corresponding amounts correctly reported will be noted by "OK", and "ERRORS" denote adjustments needed.

Exhibit C.I: Budget Detail (VII-FV)



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2017-2018

September 1, 2017 to June 30, 2018

Original: ☒
Revision: ☐
OTO: ☐

Contractor: Council on Aging - Southern California
Program and Service: Ombudsman-Title VIIA - Facility Visits
Vendor #: 209174

Date: 09/01/2017

Budget Line Items	Total Cost	Program Inc	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
11 Total Salaries / Wages	26,976.00				26,976.00
12 Payroll Taxes	1,644.70				1,644.70
13 Workers' Compensation	178.44				178.44
14 Other Benefits	2,862.86				2,862.86
15 Total Paid Personnel	31,662.00	0	0		31,662.00
16 Third-Party In-Kind Personnel	0			0	0
17 Total Personnel	31,662.00	0	0	0	31,662.00
18 Travel & Training *	5,060.00				5,060.00
Equipment					
20 Expendable Equipment (unit cost of < \$500)					0
21 Non-Expendable Equipment (unit cost ≥ \$500)					0
22 Total Equipment	0	0	0	0	0
23 Catered Food					0
24 Raw Food					0
25 Consultants *					0
Other Direct Expenses					
27 Building Rent and Utilities					
28 Lease / Rent *					0
29 Utilities *					0
30 Office Expense *					0
31 Vehicle Operations and Maintenance *					0
32 Outside Services *					0
33 Accounting *					0
34 Audit * **					0
35 Volunteer Expense *	1,077.00				1,077.00
36 Insurance *	2,458.00				2,458.00
37 Subcontracted Direct Service Costs *					0
38 Miscellaneous *	5,385.00				5,385.00
39 Total Other Direct Expenses	8,920.00	0	0	0	8,920.00
40 Indirect Costs (Maximum 10% of Total) *					0
41 Total Program Costs	45,642.00	0	0	0	45,642.00

OK

OK

OK

OK

OK

* Requires explanation

** Cannot include audit cost unless \$500,000 in Federal Awards is expended annually

Program Costs amounts (this worksheet) must equal Program Resources amounts (separate worksheet) as follows:

Program Costs cell D41 must equal Program Resources cell G36.

Program Costs cell E41 must equal Program Resources cell G21.

Program Costs cell F41 must equal Program Resources cell G28.

Program Costs cell H41 must equal Program Resources cell G34.

Program Costs cell I41 must equal Program Resources cell G16.

Note that corresponding amounts correctly reported will be noted by "OK", and "ERRORS" denote adjustments needed.

Exhibit C.I: Budget Detail (VII-FV)



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Explanations
Fiscal Year 2017-2018

September 1, 2017 to June 30, 2018

Original: ☒

Revision: ☐

OTO: ☐

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Title VIIA - Facility Visits
209174

Date: 09/01/2017

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training *	18	5,060	Staff & Volunteer Mileage Reimbursement at \$0.535 per mile
Consultants *	25	0	
Lease / Rent *	28	0	
Utilities *	29	0	
Office Expense *	30	0	
Vehicle Operations and Maintenance *	31	0	
Copier Lease Expense *	32	1,650.00	Copier/Printer/Scanner Equipment Lease Expense
Accounting *	33	0	
Audit * **	34	0	
Volunteer Expense *	35	1,077.00	Volunteer Training & Support
Insurance *	36	2,457.50	General & Professional Liability Coverage
Subcontracted Direct Service Costs *	37	0	
Miscellaneous *	38	5,385.00	Office & Program Supplies, Postage, Printing
Indirect Costs (Maximum 9% of Total) *	40	0	

Exhibit C.I: Budget Detail (VII-FV)



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2017-2018

Original: ☒
Revision: ☐
OTO: ☐

September 1, 2017 to June 30, 2018

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Title VIIA - Facility Visits
209174

Date: 09/01/2017

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Ombudsman Program Director	15.00	33.18	43.20	21499.00	
2				44	0	
3				44	0	
4				39	0	
5				39	0	
6				39	0	
7				39	0	
8				39	0	
9				39	0	
10				39	0	
11				39	0	
12				39	0	
13				39	0	
14				39	0	
15				39	0	
16				39	0	
17				39	0	
18				39	0	
19				39	0	
20				39	0	
	Total Salaries / Wages: Section A				21,499.00	
	Total Salaries / Wages: Section B				5,477.00	See detail in Section B
	Total Salaries / Wages: Section C				0	See detail in Section C
	TOTAL SALARIES / WAGES				26,976.00	
	Total Payroll Taxes				1,644.70	
	Total Workers' Compensation				178.44	
	Total Other Benefits				2,862.86	
	TOTAL EMPLOYEE BENEFITS				4,686.00	
	TOTAL PAID PERSONNEL				31,662.00	

Exhibit C.I: Budget Detail (VII-FV)

Riverside County Office on Aging
 Contractor Budget: Paid Personnel
 Fiscal Year 2017-2018

September 1, 2017 to June 30, 2018

Original: ☒
 Revision: ☐
 OTO: ☐

Contractor:
 Program and Service:
 Vendor #:

Council on Aging - Southern California
 Ombudsman-Title VIIA - Facility Visits
 209174

Date: 09/01/2017

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
21	CEO/President	0.530	75.72	43.20	1,734	
22	Director of Finance/HR	0.530	48.23	43.20	1,104	
23	Accounting Assistants-1.5 FTEs	0.795	31.67	43.20	1,088	
24	Executive Assistant	0.530	20.50	43.20	469	
25	Receptionist	0.530	14.00	43.20	375	
26	Data Communication	0.133	24.52	43.20	140	
27	Marketing Manager	0.398	33.00	43.20	567	
28				52	0	
29				52	0	
30				52	0	
31				52	0	
32				52	0	
33				52	0	
34				52	0	
35				52	0	
36				52	0	
37				52	0	
38				52	0	
39				52	0	
40				52	0	
Total Salaries / Wages: Section B					5,477	

Exhibit C.I: Budget Detail (VII-FV)

Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2017-2018

September 1, 2017 to June 30, 2018

Original: ☒
Revision: ☐
OTO: ☐

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Title VIIA - Facility Visits
209174

Date: 09/01/2017

PAID PERSONNEL BY POSITION - SECTION C						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
41				52	0	
42				52	0	
43				52	0	
44				52	0	
45				52	0	
46				52	0	
47				52	0	
48				52	0	
49				52	0	
50				52	0	
51				52	0	
52				52	0	
53				52	0	
54				52	0	
55				52	0	
56				52	0	
57				52	0	
58				52	0	
59				52	0	
60				52	0	
Total Salaries / Wages: Section C					0	

Exhibit C.I: Budget Detail (VII-FV)



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2017-2018

September 1, 2017 to June 30, 2018

Original: ☒
Revision: ☐
OTO: ☐

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Title VIIA - Facility Visits
209174

Date: 09/01/2017

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A

#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Ombudsman Volunteers	11.47	12.33	44	6,223.00	
2				39	0	
3				39	0	
4				39	0	
5				39	0	
6				39	0	
7				39	0	
8				39	0	
9				39	0	
10				39	0	
11				39	0	
12				39	0	
13				39	0	
14				39	0	
15				39	0	
16				39	0	
17				39	0	
18				39	0	
19				39	0	
20				39	0	
21				39	0	
22				39	0	
23				39	0	
24				39	0	
25				39	0	
	Third-Party In-Kind Personnel: Section A				6,223.00	
	Third-Party In-Kind Personnel: Section B				0	See detail in Section B
	Third-Party In-Kind Personnel: Section C				0	See detail in Section C
	TOTAL THIRD-PARTY IN-KIND PERSONNEL				6,223.00	

Exhibit C.II: Budget Detail (SNF QA)



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2017/2018

September 1, 2017 - June 30, 2018

Original: ☒

Revision: ☐

OTO: ☐

Contractor:

Council on Aging - Southern California

Date: 09/01/2017

Program and Service:

SNF Quality and Accountability

Vendor #:

209174

DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
RCOoA Award Amounts:			
11 Federal & State OA61806FY18		54,030.00	
12 Federal & State OTO			
13 Other Award (IFS *)			
14 Other Award (IFS *)			
15 Other Award (IFS *)			
16 Total RCOoA Award Amounts		54,030.00	OK
17 Program Income (May not be used for match):			
18 Donations from Program Participants			
19 Other Program Income (IFS *)			
20 Other Program Income (IFS *)			
21 Total Program Income (May not be used for match)		0	OK
22 Match Cash (From non-Federal sources):			
23 Donations NOT from Program Participants			
24 Fundraising Events			
25 Proceeds from Sale of Property / Equipment			
26 Service Fees Income (Non-RCOoA units)			
27 Other Match Cash (IFS *)			
28 Total Match Cash		0	OK
29 Match Third-Party In-Kind:			
30 Volunteer Services			
31 Donated Materials / Space			
32 Other Match Third-Party In-Kind (IFS *)			
33 Other Match Third-Party In-Kind (IFS *)			
34 Total Match Third-Party In-Kind		0	OK
36 Total Program Resources		54,030.00	OK

Match Reference - Not Applicable to Ombudsman		Rate	Minimum	Reported
Minimum Required Match	Title IIB, IIC	10%	6,003	0
Minimum Required Match	Title IIE	25%	18,010	0

* IFS = Include Funding Source

Program Resources amounts (this worksheet) must equal Program Costs amounts (separate worksheet) as follows:

Program Resources cell G16 must equal Program Costs cell I41.

Program Resources cell G21 must equal Program Costs cell E41.

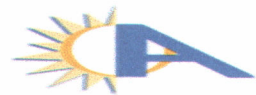
Program Resources cell G28 must equal Program Costs cell F41.

Program Resources cell G34 must equal Program Costs cell H41.

Program Resources cell G36 must equal Program Costs cell D41.

Note that corresponding amounts correctly reported will be noted by "OK", and "ERRORS" denote adjustments needed.

Exhibit C.II: Budget Detail (SNF QA)



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2017/2018

September 1, 2017 - June 30, 3018

Original: ☒
Revision: ☐
OTO: ☐

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
SNF Quality and Accountability
209174

Date: 09/01/2017

Budget Line Items	Total Cost	Program Inc	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
11 Total Salaries / Wages	48,008.00				48,008.00
12 Payroll Taxes	3,177.00				3,177.00
13 Workers' Compensation	108.00				108.00
14 Other Benefits	937.00				937.00
15 Total Paid Personnel	52,230.00	0	0		52,230.00
16 Third-Party In-Kind Personnel	0				
17 Total Personnel	52,230.00	0	0	0	52,230.00
18 Travel & Training *	1,800.00				1,800.00
19 Equipment					
20 Expendable Equipment (unit cost of < \$500)					0
21 Non-Expendable Equipment (unit cost ≥ \$500)					0
22 Total Equipment	0	0	0	0	0
23 Catered Food					0
24 Raw Food					0
25 Consultants *					0
26 Other Direct Expenses					
27 Building Rent and Utilities					
28 Lease / Rent *					0
29 Utilities *					0
30 Office Expense *					0
31 Vehicle Operations and Maintenance *					0
32 Outside Services *					0
33 Accounting *					0
34 Audit * **					0
35 Volunteer Expense *					0
36 Insurance *					0
37 Subcontracted Direct Service Costs *					0
38 Miscellaneous *					0
39 Total Other Direct Expenses	0	0	0	0	0
40 Indirect Costs (Maximum 9% of Total) *					0
41 Total Program Costs	54,030.00	0	0	0	54,030.00

OK

OK

OK

OK

OK

* Requires explanation

** Cannot include audit cost unless \$500,000 in Federal Awards is expended annually

Program Costs amounts (this worksheet) must equal Program Resources amounts (separate worksheet) as follows:

Program Costs cell D41 must equal Program Resources cell G36.

Program Costs cell E41 must equal Program Resources cell G21.

Program Costs cell F41 must equal Program Resources cell G28.

Program Costs cell H41 must equal Program Resources cell G34.

Program Costs cell I41 must equal Program Resources cell G16.

Note that corresponding amounts correctly reported will be noted by "OK", and "ERRORS" denote adjustments needed.



Exhibit C.II: Budget Detail (SNF QA)

RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Explanations
Fiscal Year 2017/2018

September 1, 2017 - June 30, 2018

Original: ☒

Revision: ☐

OTO: ☐

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
SNF Quality and Accountability
209174

Date: 09/01/2017

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training *	18	2,200	Staff Mileage Reimbursement at \$0.535 per mile
Consultants *	25	0	
Lease / Rent *	28	0	
Utilities *	29	0	
Office Expense *	30	0	
Vehicle Operations and Maintenance *	31	0	
Outside Services *	32	0	
Accounting *	33	0	
Audit * **	34	0	
Volunteer Expense *	35	0	
Insurance *	36	0	
Subcontracted Direct Service Costs *	37	0	
Miscellaneous *	38	0	Various Miscellaneous Operating Expenses
Indirect Costs (Maximum 9% of Total) *	40	0	

Exhibit C.II: Budget Detail (SNF QA)



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2017/2018

RIVERSIDE COUNTY
OFFICE ON AGING



Original: ☒ x
Revision: ☐
OTO: ☐

September 1, 2017 - June 30, 2018

Date: 09/01/2017

Contractor: Council on Aging - Southern California
Program and Service: SNF Quality and Accountability
Vendor #: 209174

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Ombudsman Regional Coordinator	40.00	24.03	43	41,524.00	
2				39	0	
3				39	0	
4				39		
5				39		
6				39	0	
7				39	0	
8				39	0	
9				39	0	
10				39	0	
11				39	0	
12				39	0	
13				39	0	
14				39	0	
15				39	0	
16				39	0	
17				39	0	
18				39	0	
19				39	0	
20				39	0	
	Total Salaries / Wages: Section A				41,524.00	
	Total Salaries / Wages: Section B				6,484.00	See detail in Section B
	Total Salaries / Wages: Section C				0	See detail in Section C
	TOTAL SALARIES / WAGES				48,008.00	
	Total Payroll Taxes				3,177.00	
	Total Workers' Compensation				108.00	
	Total Other Benefits				937.00	
	TOTAL EMPLOYEE BENEFITS				4,222.00	
	TOTAL PAID PERSONNEL				52,230.00	

Exhibit C.II: Budget Detail (SNF QA)

Riverside County Office on Aging
 Contractor Budget: Paid Personnel
 Fiscal Year 2017/2018

Original: ☒
 Revision: ☐
 OTO: ☐

September 1, 2017 - June 30, 2018

Contractor:
 Program and Service:
 Vendor #:

Council on Aging - Southern California
 SNF Quality and Accountability
 209174

Date: 09/01/2017

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
21	CEO/President	0.630	75.72	43.20	2,061	
22	Director of Finance/HR	0.630	48.23	43.20	1,313	
23	Accounting Assistants-1.5 FTEs	0.945	31.67	43.20	1,293	
24	Executive Assistant	0.630	20.50	43.20	558	
25	Receptionist	0.630	14.00	43.20	418	
26	Data Communication	0.158	24.52	43.20	167	
27	Marketing Manager	0.473	33.00	43.20	674	
28				52	0	
29				52	0	
30				52	0	
31				52	0	
32				52	0	
33				52	0	
34				52	0	
35				52	0	
36				52	0	
37				52	0	
38				52	0	
39				52	0	
40				52	0	
Total Salaries / Wages: Section B					6,484	

Exhibit C.II: Budget Detail (SNF QA)

Riverside County Office on Aging
 Contractor Budget: Paid Personnel
 Fiscal Year 2017/2018

Original: ☒
 Revision: ☐
 OTO: ☐

September 1, 2017 - June 30, 2018

Contractor:
 Program and Service:
 Vendor #:

Council on Aging - Southern California
 SNF Quality and Accountability
 209174

Date: 09/01/2017

	PAID PERSONNEL BY POSITION - SECTION C					
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
41				52	0	
42				52	0	
43				52	0	
44				52	0	
45				52	0	
46				52	0	
47				52	0	
48				52	0	
49				52	0	
50				52	0	
51				52	0	
52				52	0	
53				52	0	
54				52	0	
55				52	0	
56				52	0	
57				52	0	
58				52	0	
59				52	0	
60				52	0	
	Total Salaries / Wages: Section C				0	



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2017/2018

September 1, 2017 - June 30, 2018

Original: ☒
Revision: ☐
OTO: ☐

Date: 09/01/2017

Contractor: Council on Aging - Southern California
Program and Service: SNF Quality and Accountability
Vendor #: 209174

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1				39		
2				39	0	
3				39	0	
4				39	0	
5				39	0	
6				39	0	
7				39	0	
8				39	0	
9				39	0	
10				39	0	
11				39	0	
12				39	0	
13				39	0	
14				39	0	
15				39	0	
16				39	0	
17				39	0	
18				39	0	
19				39	0	
20				39	0	
21				39	0	
22				39	0	
23				39	0	
24				39	0	
25				39	0	
	Third-Party In-Kind Personnel: Section A				0	
	Third-Party In-Kind Personnel: Section B				0	See detail in Section B
	Third-Party In-Kind Personnel: Section C				0	See detail in Section C
	TOTAL THIRD-PARTY IN-KIND PERSONNEL				0	

Exhibit C2

Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2017/2018

Original: ☒
Revision: ☐
OTO: ☐

September 1, 2017 - June 30, 2018

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
SNF Quality and Accountability
209174

Date: 09/01/2017

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
26				52	0	
27				52	0	
28				52	0	
29				52	0	
30				52	0	
31				52	0	
32				52	0	
33				52	0	
34				52	0	
35				52	0	
36				52	0	
37				52	0	
38				52	0	
39				52	0	
40				52	0	
41				52	0	
42				52	0	
43				52	0	
44				52	0	
45				52	0	
46				52	0	
47				52	0	
48				52	0	
49				52	0	
50				52	0	
Third-Party In-Kind Personnel: Section B					0	

Exhibit C2

Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2017/2018

Original: ☒
Revision: ☐
OTO: ☐

September 1, 2017 - June 30, 2018

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
SNF Quality and Accountability
209174

Date: 09/01/2017

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION C

#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
51				52	0	
52				52	0	
53				52	0	
54				52	0	
55				52	0	
56				52	0	
57				52	0	
58				52	0	
59				52	0	
60				52	0	
61				52	0	
62				52	0	
63				52	0	
64				52	0	
65				52	0	
66				52	0	
67				52	0	
68				52	0	
69				52	0	
70				52	0	
71				52	0	
72				52	0	
73				52	0	
74				52	0	
75				52	0	
Third-Party In-Kind Personnel: Section C					0	

Exhibit C.III - Budget Detail (VOL)



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Program Resources
Fiscal Year 2017-2018

September 1, 2017 to June 30, 2018

Original: ☒
Revision: ☐
OTO: ☐

Date: 09/01/2017

Contractor: Council on Aging-Southern California
Program and Service: Ombudsman-Volunteer Recruitment
Vendor #: 209174

DESCRIPTION OF REVENUE		FUNDING SOURCE	AMOUNT	
RCOoA Award Amounts:				
11	Federal & State OA61926FY18		37,014.00	
12	Federal & State OTO			
13	Other Award (IFS *)			
14	Other Award (IFS *)			
15	Other Award (IFS *)			
16	Total RCOoA Award Amounts		37,014.00	OK
17	Program Income (May not be used for match):			
18	Donations from Program Participants			
19	Other Program Income (IFS *)			
20	Other Program Income (IFS *)			
21	Total Program Income (May not be used for match)		0	OK
22	Match Cash (From non-Federal sources):			
23	Donations NOT from Program Participants			
24	Fundraising Events			
25	Proceeds from Sale of Property / Equipment			
26	Service Fees Income (Non-RCOoA units)			
27	Other Match Cash (IFS *)			
28	Total Match Cash		0	OK
29	Match Third-Party In-Kind:			
30	Volunteer Services			
31	Donated Materials / Space			
32	Other Match Third-Party In-Kind (IFS *)			
33	Other Match Third-Party In-Kind (IFS *)			
34	Total Match Third-Party In-Kind		0	OK
36	Total Program Resources		37,014.00	OK

Match Reference - Not Applicable to Ombudsman		Rate	Minimum	Reported
Minimum Required Match	Title III B, III C	10%	4,113	0
Minimum Required Match	Title III E	25%	12,338	0

* IFS = Include Funding Source

Program Resources amounts (this worksheet) must equal Program Costs amounts (separate worksheet) as follows:

Program Resources cell G16 must equal Program Costs cell I41.

Program Resources cell G21 must equal Program Costs cell E41.

Program Resources cell G28 must equal Program Costs cell F41.

Program Resources cell G34 must equal Program Costs cell H41.

Program Resources cell G36 must equal Program Costs cell D41.

Note that corresponding amounts correctly reported will be noted by "OK", and "ERRORS" denote adjustments needed.

Exhibit C.III - Budget Detail (VOL)



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2017-2018

September 1, 2017 to June 30, 2018

Original: ☒
Revision: ☐
OTO: ☐

Contractor: Council on Aging-Southern California
Program and Service: Ombudsman-Volunteer Recruitment
Vendor #: 209174

Date: 09/01/2017

Budget Line Items	Total Cost	Program Inc	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
11 Total Salaries / Wages	23,882.00				23,882.00
12 Payroll Taxes	1,487.00				1,487.00
13 Workers' Compensation	51.00				51.00
14 Other Benefits	7,297.00				7,297.00
15 Total Paid Personnel	32,717.00	0	0		32,717.00
16 Third-Party In-Kind Personnel	0				0
17 Total Personnel	32,717.00	0	0	0	32,717.00
18 Travel & Training *					0
19 Equipment					
20 Expendable Equipment (unit cost of < \$500)					0
21 Non-Expendable Equipment (unit cost ≥ \$500)					0
22 Total Equipment	0	0	0	0	0
23 Catered Food					0
24 Raw Food					0
25 Consultants *					0
26 Other Direct Expenses					
27 Building Rent and Utilities					
28 Lease / Rent *	4,297.00				4,297.00
29 Utilities *					0
30 Office Expense *					0
31 Vehicle Operations and Maintenance *					0
32 Outside Services *					0
33 Accounting *					0
34 Audit * **					0
35 Volunteer Expense *					0
36 Insurance *					0
37 Subcontracted Direct Service Costs *					0
38 Miscellaneous *					0
39 Total Other Direct Expenses	4,297.00	0	0	0	4,297.00
40 Indirect Costs (Maximum 9% of Total) *					0
41 Total Program Costs	37,014.00	0	0	0	37,014.00

OK

OK

OK

OK

OK

* Requires explanation

** Cannot include audit cost unless \$500,000 in Federal Awards is expended annually

Program Costs amounts (this worksheet) must equal Program Resources amounts (separate worksheet) as follows:

Program Costs cell D41 must equal Program Resources cell G36.

Program Costs cell E41 must equal Program Resources cell G21.

Program Costs cell F41 must equal Program Resources cell G28.

Program Costs cell H41 must equal Program Resources cell G34.

Program Costs cell I41 must equal Program Resources cell G16.

Note that corresponding amounts correctly reported will be noted by "OK", and "ERRORS" denote adjustments needed.

Exhibit C.III - Budget Detail (VOL)



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Explanations
Fiscal Year 2017-2018

September 1, 2017 to June 30, 2018

Original: ☒

Revision: ☐

OTO: ☐

Contractor:
Program and Service:
Vendor #:

Council on Aging-Southern California

Ombudsman-Volunteer Recruitment

209174

Date: 09/01/2017

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training *	18	0	
Consultants *	25	0	
Lease / Rent *	28	4,297.00	Office Lease
Utilities *	29	0	
Office Expense *	30	0	Telephone
Vehicle Operations and Maintenance *	31	0	
Outside Services *	32	0	
Accounting *	33	0	
Audit * **	34	0	
Volunteer Expense *	35	0	
Insurance *	36	0	
Subcontracted Direct Service Costs *	37	0	
Miscellaneous *	38	0	Various Miscellaneous Operating Expenses
Indirect Costs (Maximum 9% of Total) *	40	0	

Exhibit C.III - Budget Detail (VOL)



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2017-2018

RIVERSIDE COUNTY
OFFICE ON AGING



Original: ☒
Revision: ☐
OTO: ☐

September 1, 2017 to June 30, 2018

Date: 09/01/2017

Contractor: Council on Aging-Southern California
Program and Service: Ombudsman-Volunteer Recruitment
Vendor #: 209174

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Ombudsman Volunteer Coordinator	30.00	15.00	43.20	19440.00	
2				39	0	
3				39	0	
4				39	0	
5				39	0	
6				39	0	
7				39	0	
8				39	0	
9				39	0	
10				39	0	
11				39	0	
12				39	0	
13				39	0	
14				39	0	
15				39	0	
16				39	0	
17				39	0	
18				39	0	
19				39	0	
20				39	0	
Total Salaries / Wages: Section A					19,440.00	
Total Salaries / Wages: Section B					4,442.00	See detail in Section B
Total Salaries / Wages: Section C					0	See detail in Section C
TOTAL SALARIES / WAGES					23,882.00	
Total Payroll Taxes					1,487.00	
Total Workers' Compensation					51.00	
Total Other Benefits					7,297.00	
TOTAL EMPLOYEE BENEFITS					8,835.00	
TOTAL PAID PERSONNEL					32,717.00	

328
150

Exhibit C.III - Budget Detail (VOL)

Riverside County Office on Aging
 Contractor Budget: Paid Personnel
 Fiscal Year 2017-2018

September 1, 2017 to June 30, 2018

Original: ☒
 Revision: ☐
 OTO: ☐

Contractor:
 Program and Service:
 Vendor #:

Council on Aging-Southern California
 Ombudsman-Volunteer Recruitment
 209174

Date: 09/01/2017

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
21	CEO/President	0.430	75.72	43.20	1,407	
22	Director of Finance/HR	0.430	48.23	43.20	896	
23	Accounting Assistants-1.5 FTEs	0.645	31.67	43.20	882	
24	Executive Assistant	0.430	20.50	43.20	381	
25	Receptionist	0.430	14.00	43.20	302	
26	Data Communication	0.108	24.52	43.20	114	
27	Marketing Manager	0.323	33.00	43.20	460	
28				52	0	
29				52	0	
30				52	0	
31				52	0	
32				52	0	
33				52	0	
34				52	0	
35				52	0	
36				52	0	
37				52	0	
38				52	0	
39				52	0	
40				52	0	
Total Salaries / Wages: Section B					4,442	

Exhibit C.III - Budget Detail (VOL)

Riverside County Office on Aging
 Contractor Budget: Paid Personnel
 Fiscal Year 2017-2018

September 1, 2017 to June 30, 2018

Original: ☒
 Revision: ☐
 OTO: ☐

Contractor:
 Program and Service:
 Vendor #:

Council on Aging-Southern California
 Ombudsman-Volunteer Recruitment
 209174

Date: 09/01/2017

PAID PERSONNEL BY POSITION - SECTION C						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
41				52	0	
42				52	0	
43				52	0	
44				52	0	
45				52	0	
46				52	0	
47				52	0	
48				52	0	
49				52	0	
50				52	0	
51				52	0	
52				52	0	
53				52	0	
54				52	0	
55				52	0	
56				52	0	
57				52	0	
58				52	0	
59				52	0	
60				52	0	
Total Salaries / Wages: Section C					0	

Exhibit C3



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2017-2018

Original: ☒
Revision: ☐
OTO: ☐

Contractor:
Program and Service:
Vendor #:

September 1, 2017 to June 30, 2018
Council on Aging-Southern California
Ombudsman-Volunteer Recruitment
209174

Date: 09/01/2017

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A

#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1				52	0	
2				52	0	
3				52	0	
4				52	0	
5				52	0	
6				52	0	
7				52	0	
8				52	0	
9				52	0	
10				52	0	
11				52	0	
12				52	0	
13				52	0	
14				52	0	
15				52	0	
16				52	0	
17				52	0	
18				52	0	
19				52	0	
20				52	0	
21				52	0	
22				52	0	
23				52	0	
24				52	0	
25				52	0	
	Third-Party In-Kind Personnel: Section A				0	
	Third-Party In-Kind Personnel: Section B				0	See detail in Section B
	Third-Party In-Kind Personnel: Section C				0	See detail in Section C

Exhibit C3

Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2017-2018

Original: ☒
Revision: ☐
OTO: ☐

Contractor:
Program and Service:
Vendor #:

September 1, 2017 to June 30, 2018

Council on Aging-Southern California
Ombudsman-Volunteer Recruitment
209174

Date: 09/01/2017

TOTAL THIRD-PARTY IN-KIND PERSONNEL				0	
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Exhibit C3

Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2017-2018

Original: ☒
Revision: ☐
OTO: ☐

September 1, 2017 to June 30, 2018

Date: 09/01/2017

Contractor:
Program and Service:
Vendor #:

Council on Aging-Southern California
Ombudsman-Volunteer Recruitment
209174

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION B

#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
26				52	0	
27				52	0	
28				52	0	
29				52	0	
30				52	0	
31				52	0	
32				52	0	
33				52	0	
34				52	0	
35				52	0	
36				52	0	
37				52	0	
38				52	0	
39				52	0	
40				52	0	
41				52	0	
42				52	0	
43				52	0	
44				52	0	
45				52	0	
46				52	0	
47				52	0	
48				52	0	
49				52	0	
50				52	0	
Third-Party In-Kind Personnel: Section B					0	

Exhibit C3

Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2017-2018

Original: ☒
Revision: ☐
OTO: ☐

September 1, 2017 to June 30, 2018

Contractor:
Program and Service:
Vendor #:

Council on Aging-Southern California
Ombudsman-Volunteer Recruitment
209174

Date: 09/01/2017

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION C

#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
51				52	0	
52				52	0	
53				52	0	
54				52	0	
55				52	0	
56				52	0	
57				52	0	
58				52	0	
59				52	0	
60				52	0	
61				52	0	
62				52	0	
63				52	0	
64				52	0	
65				52	0	
66				52	0	
67				52	0	
68				52	0	
69				52	0	
70				52	0	
71				52	0	
72				52	0	
73				52	0	
74				52	0	
75				52	0	
Third-Party In-Kind Personnel: Section C					0	