

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



ITEM
3.17
(ID # 9717)

MEETING DATE:

Tuesday, June 18, 2019

FROM : OFFICE ON AGING:

SUBJECT: OFFICE ON AGING: Approve Standard Agreement No. AP-1920-21 with the California Department of Aging for Older Americans Act Title III and Title VII Programs, for the period July 1, 2019 – June 30, 2020. All Districts; [Total Cost: \$8,880,767 - 92% Federal, 8% State].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute Standard Agreement No. AP-1920-21 with the California Department of Aging (CDA), in the amount of \$8,880,767, for the Older Americans Act Title III and Title VII Senior Programs, covering the period July 1, 2019 - June 30, 2020;
2. Authorize the Office on Aging Director, or Deputy Director, to administer the agreement and sign amendments, approved as to form by County Counsel, pertaining to Standard Agreement No. AP-1920-21;
3. Authorize the Office on Aging Director, or Deputy Director, to sign the Information Integrity and Security Statement, California Civil Rights Laws Certification and Contractor Certification Clauses; and
4. Direct the Clerk of the Board to return four (4) original agreements to the Office on Aging for further processing.


ACTION:Policy


Rachelle Roman, Deputy Director for Administration 6/4/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 18, 2019
xc: OoA

Kecia Harper
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	\$ 0	\$ 8,880,767	\$ 8,880,767	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal 92%, State 8%			Budget Adjustment:	No
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Office on Aging (RCOoA) proposes entering into an agreement with the California Department of Aging (CDA) to administer the funds, services and activities mandated by Title III and Title VII of the Older Americans Act. Through Standard Agreement No. AP-1920-21, the services and programs available include: supportive services (IIIB - adult day care, personal care, home maker services, transportation and legal), senior center activities (IIIB), congregate and home delivered nutrition (IIIC & NSIP), disease prevention and health promotion (IIID), family caregiver support program (IIIE), and elder abuse prevention and long-term care ombudsman services (VII-A). These services, programs and other activities are made available countywide to older individuals and persons with disabilities.

This agreement reflects the current contract from CDA and could be subject to modifications based on the state's final legislative process. The term of this agreement is twelve (12) months, beginning July 1, 2019 and ending on June 30, 2020.

Standard Agreement AP-1920-21 was reviewed and approved as to form by County Counsel.

Impact on Residents and Businesses

These funds are to be utilized in accordance with the requirements of the Older Americans Act, Titles III and VII, for individuals 60 years of age and older and persons with disabilities. Priority is given to those who have the greatest social and economic need, with considerable emphasis on programs and services that support older individuals and persons with disabilities to live independently in their home and community; promote healthy aging and community involvement; and, assist family members in their vital caregiving role.

Additional Fiscal Information

Fiscal year 19/20 Standard Agreement No. AP-1920-21, between CDA and the County of Riverside, for Title III and VII Programs is for a total amount of \$8,880,767. This funding requires a match, which is met from provider contributions, grants awarded to the department and donations received by community collaborations.

There is no impact to the county general fund.

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

ATTACHMENTS:

ATTACHMENT A. STANDARD AGREEMENT NO. AP-1920-21

ATTACHMENT B. CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

ATTACHMENT C. INFORMATION INTEGRITY & SECURITY STATEMENT (CDA 1024)

ATTACHMENT D. CA CIVIL RIGHTS LAWS CERTIFICATION (CDA9026)


Scott Bruckner 6/10/2019


Gregory V. Priaplos, Director County Counsel 6/10/2019

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RESOLUTION

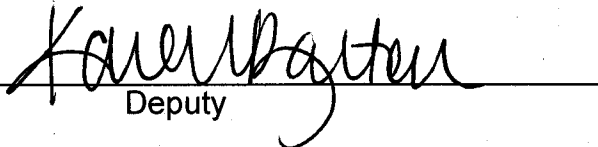
BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, June 18, 2019, that Kevin Jeffries, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. AP-1920-21 between Riverside County and California Department of Aging providing: for the Older Americans Act Title III and Title VII Senior Programs.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER, Clerk of said Board

By: 
Deputy

3.17

STATE OF CALIFORNIA }
BOARD OF SUPERVISORS } §
COUNTY OF RIVERSIDE }

I, Karen Barton, Deputy Clerk of the Board for the County of Riverside, do hereby certify that the foregoing is a full, true and correct copy of Standard Agreement No. AP-1920-21, approved by the Board of Supervisors at a regular meeting duly held and convened on June 18, 2019, at which meeting a quorum of said Board was present and acting throughout.

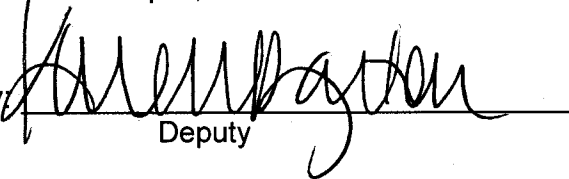
Furthermore, I hereby certify that according to provisions of Government Code Section 25103, a copy of Standard Agreement No. AP-1920-21, was delivered to the Chairman of the Board, Kevin Jeffries.

Authorize the Office on Aging Director, based on the availability of funding, to sign amendments that do not change the substantive terms of the agreement, as approved by County Counsel.

Dated this 18th day of June, 2019.

WITNESS my hand and official seal

Kecia R. Harper, Clerk of the Board

By: 
Deputy

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER
AP-1920-21

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Aging
CONTRACTOR NAME
Riverside County Office on Aging

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

ATTEST: Thank you.
KECIA R. HARPER, Clerk
By  DEPUTY

2. The term of this Agreement is:

START DATE
July 1, 2019
THROUGH END DATE
June 30, 2020

3. The maximum amount of this Agreement is:

\$8,880,767 - Eight million eight hundred eighty thousand seven hundred sixty-seven and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	16
Exhibit B	Budget Detail and Payment Provisions	14
Exhibit C*	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	34
Exhibit E	Additional Provisions	16

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Riverside County Office on Aging

CONTRACTOR BUSINESS ADDRESS P.O. Box 2099	CITY Riverside	STATE CA	ZIP 92516
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PRINTED NAME OF PERSON SIGNING KEVIN JEFFRIES	TITLE CHAIRMAN, BOARD OF SUPERVISORS
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 6/18/19
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTING AGENCY ADDRESS 1300 National Drive, Suite 200	CITY Sacramento	STATE CA	ZIP 95834-1992
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PRINTED NAME OF PERSON SIGNING Nate Gillen	TITLE Manager, Contracts & Business Services
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CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED 8/1/19
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION, IF APPLICABLE AG OP 80-111.
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FORM APPROVED COUNTY COUNSEL
BY: DANIELLE D. MALAND 6/18/19

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **AP-1920-21**.
2. The services shall be performed in Planning and Service Area(s): 21.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: Riverside County Office on Aging
Name: Fiscal, Data & Planning Manager	Name: Jewel Lee, Director
Phone (916) 419-7556	Phone: (951) 867-3858
Fax: (916) 928-2510	Fax: (951) 867-3830

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: Riverside County Office on Aging
Section/Unit: Business Services and Contracts	Section/Unit: Area Agency on Aging
Attention: Don Fingado	Attention: Karla Kjos
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: P.O. Box 2099, Riverside, CA, 92516
Phone: (916) 419-7157	Phone: (951) 867-3858
Fax: (916) 928-2500	Fax: (951) 867-3830
Email: don.fingado@aging.ca.gov	Email: kkjos@rivco.org

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

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

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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

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

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

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

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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

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

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

D. **ARTICLE I. PROGRAM DEFINITIONS (Continued)**

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

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 - a) Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - b) Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.

ARTICLE II. SCOPE OF WORK (Continued)

5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
6. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The contractor must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

ARTICLE II. SCOPE OF WORK (Continued)

14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a) Inspection of non-food preparation nutrition sites at least every other year.
 - b) Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c) Inspection of central kitchens sites annually on-site.
[22 CCR 7634.3(d)]
15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.
19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.
20. Maintain a program data collection and reporting system as specified in Exhibit E of this Contract.
21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).

ARTICLE II. SCOPE OF WORK (Continued)

22. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
24. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
26. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
27. Report a meal only once either as a Title III meal or a Title VI meal.
28. Adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
[1 USC 7 - Section 3 of the Defense of Marriage Act]

ARTICLE II. SCOPE OF WORK (Continued)

B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:

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

ARTICLE II. SCOPE OF WORK (Continued)

7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)].
8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights and well-being of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]
9. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]
10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1324.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]
11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii)] [45 CFR 1324.19(a)(7)]:
 - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
 - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
 - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
 - d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]
 - e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]

ARTICLE II. SCOPE OF WORK (Continued)

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

ARTICLE II. SCOPE OF WORK (Continued)

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

ARTICLE I. FUNDS

A. Expenditure of Funds

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

In State:

- Mileage -
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) -
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging -
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State: <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

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

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

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

B. Accountability for Funds

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

2. Financial Management Systems

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

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

C. Unexpended Funds

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

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

ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

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

3. Limitation of State Liability

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

4. Funding Reduction(s)

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

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

ARTICLE I. FUNDS (Continued)

- ii. Some contracts may be reduced by a greater amount than others, and
- iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

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

- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

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

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

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

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

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

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

C. Matching Contributions

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

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

D. Area Plan Administration

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

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

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

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

1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III B, C-1, C-2, D & E. However, the Contractor shall not transfer funds designated for programs into administration.

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

2. The Contractor may make one transfer of funds between budget line items for Title III B, C-1, C-2, D, and E programs for the first 3 month period of the contract period in accordance with the Budget Display in Exhibit B and one transfer of funds for the period beginning October 1. CDA will process the transfer if sufficient funds are made available.
3. The Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
4. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
5. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the contract, and shall not include allocation transfers.

E. Allocation Transfers

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

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

F. Matching Requirements

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

G. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, C, & E funds allocated for Area Plan administration

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

costs. During the Contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article VI of this Exhibit for reconciliation during the closeout period.)

H. Equipment

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

ARTICLE V. PAYMENTS

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

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

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

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

C. Payments will be made to reimburse expenditures reported unless contractor pre-selects an Advance method on CDA 122 at the time of contract execution.

D. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.

F. The funding balances for July 1 through September 30 will be determined from the Contractor's budget (CDA 122).

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE V. PAYMENTS (continued)

- G. The funding balances for October 1 through February 28 will be based on the contract budget display from the contract amendment until transfers are approved by Administration for Community Living.
- H. The funding balances for March 1st (or upon ACL approval whichever is the latter) through June 30th, will be based on the Contractor's final budget (CDA 122) (i.e., budget submitted with the contract amendment, the January 15th or April 30th budget).

ARTICLE VI. CLOSEOUT

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

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

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
Budget Display
Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)
Riverside County Office on Aging**

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

Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Supportive Services							
Federal Title IIIB	3BSL19-19	393,736 (b)	-	393,736	-	393,736	-
Federal Title IIIB	3BSL20-19	1,461,847 (c)	-	1,461,847	-	1,461,847	-
Total Supportive Services		1,855,583	-	1,855,583	-	1,855,583	-
Ombudsman							
Federal Title IIIB	3BOL19-19	9,578 (b)	-	9,578	-	9,578	-
Federal Title IIIB	3BOL20-19	35,559 (c)	-	35,559	-	35,559	-
Federal Title VIIa	7OFL19-19	14,998 (b)	-	14,998	-	14,998	-
Federal Title VIIa	7OFL20-19	45,726 (c)	-	45,726	-	45,726	-
General Fund IIIB	B1GL	125,973 (a)	-	125,973	-	125,973	-
Public Health L & C							
Program Fund	LCPF	20,494 (a)	-	20,494	-	20,494	-
State Health Facilities							
Citation Penalties							
Account	SDFL	43,674 (a)	-	43,674	-	43,674	-
SNF Quality & Accountability	SNFL	97,347 (a)	-	97,347	-	97,347	-
Total Ombudsman		393,349	-	393,349	-	393,349	-
Congregate Nutrition							
Federal Title IIIC1	3C1L19-19	651,764 (b)	-	651,764	-	651,764	-
Federal Title IIIC1	3C1L20-19	1,752,205 (c)	-	1,752,205	-	1,752,205	-
General Fund C1	C1GL	204,660 (a)	-	204,660	-	204,660	-
NSIP C1	NC1L19-19	52,038 (b)	-	52,038	-	52,038	-
NSIP C1	NC1L20-19	155,533 (c)	-	155,533	-	155,533	-
Total Congregate Nutrition		2,816,200	-	2,816,200	-	2,816,200	-
Home-Delivered Meals							
Federal Title IIIC2	3C2L19-19	376,187 (b)	-	376,187	-	376,187	-
Federal Title IIIC2	3C2L20-19	1,128,559 (c)	-	1,128,559	-	1,128,559	-
General Fund C2	C2GL	230,489 (a)	-	230,489	-	230,489	-
NSIP C2	NC2L19-19	62,821 (b)	-	62,821	-	62,821	-
NSIP C2	NC2L20-19	187,764 (c)	-	187,764	-	187,764	-
Total Home Delivered Meals		1,985,820	-	1,985,820	-	1,985,820	-
Disease Prevention							
Federal Title IIID	3DFL19-19	35,772 (b)	-	35,772	-	35,772	-
Federal Title IIID	3DFL20-19	109,036 (c)	-	109,036	-	109,036	-
Total Disease Prevention		144,808	-	144,808	-	144,808	-
Family Caregiver							
Federal Title IIIE	3EFL19-19	221,286 (b)	-	221,286	-	221,286	-
Federal Title IIIE	3EFL20-19	681,722 (c)	-	681,722	-	681,722	-
Total Title IIIE		903,008	-	903,008	-	903,008	-
Elder Abuse Prevention							
Federal Title VII	7EFL19-19	6,660 (b)	-	6,660	-	6,660	-
Federal Title VII	7EFL20-19	20,280 (c)	-	20,280	-	20,280	-
Total Elder Abuse Prevention		26,940	-	26,940	-	26,940	-

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN
Budget Display
Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)
Riverside County Office on Aging

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

Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Administration							
Federal Title IIIB	3BAL19-19	48,127 (b)	-	48,127	-	48,127	-
Federal Title IIIB	3BAL20-19	178,682 (c)	-	178,682	-	178,682	-
Federal Title IIIC1	C1AL19-19	71,386 (b)	-	71,386	-	71,386	-
Federal Title IIIC1	C1AL20-19	191,913 (c)	-	191,913	-	191,913	-
Federal Title IIIC2	C2AL19-19	41,203 (b)	-	41,203	-	41,203	-
Federal Title IIIC2	C2AL20-19	123,607 (c)	-	123,607	-	123,607	-
Federal Title IIIE	3EAL19-19	24,189 (b)	-	24,189	-	24,189	-
Federal Title IIIE	3EAL20-19	74,518 (c)	-	74,518	-	74,518	-
General Fund C1	1GAL	1,133 (a)	-	1,133	-	1,133	-
General Fund C2	2GAL	301 (a)	-	301	-	301	-
Total Administration		755,059	-	755,059	-	755,059	-
Funding Summary							
Federal Funds		8,156,696	-	8,156,696	-	8,156,696	-
General Fund		562,556	-	562,556	-	562,556	-
Public Health L & C Program Fund		20,494	-	20,494	-	20,494	-
SNF Quality & Accountability		97,347	-	97,347	-	97,347	-
State Health Facilities Citation Penalties			-		-		-
Account		43,674	-	43,674	-	43,674	-
Grand Total - All Funds		8,880,767	-	8,880,767	-	8,880,767	-

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is:	267,124
The maximum amount of Title IIIE expenditures allowable for Grandparents is:	133,562
The minimum General Fund to be expended for State Match in Title III is:	347,594

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

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

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. "Cal. Gov. Code" means California Government Code.
7. "OMB" means the federal Office of Management and Budget.
8. "Cal. Pub. Con. Code" means the California Public Contract Code.
9. "Cal. Civ. Code" means California Civil Code
10. "Reimbursable item" also means "allowable cost" and "compensable item."
11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

**Special Terms and Conditions – Exhibit D
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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. "USC" means United States Code.
16. "HHS" means United States Department of Health and Human Services.
17. "OAA" means Older American Act.
18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
21. "Recoverable cost" means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older American Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the

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HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and 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. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

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

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

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

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

**Special Terms and Conditions – Exhibit D
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ARTICLE II. ASSURANCES (Continued)

3. California Civil Rights Laws

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

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

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

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

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

**Special Terms and Conditions – Exhibit D
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ARTICLE II. ASSURANCES (Continued)

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

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ARTICLE II. ASSURANCES (Continued)

- 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 60]
 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
 3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.
- I. Contracts in Excess of \$100,000
- If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:
1. Clean Air Act, as amended. [42 USC 7401]
 2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
 5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]
- J. Debarment, Suspension, and Other Responsibility Matters
1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, 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

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ARTICLE II. ASSURANCES (Continued)

- 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 governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
 3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
 4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

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ARTICLE II. ASSURANCES (Continued)

2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an “Active” status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify “Active” status the Contractor’s DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

**Special Terms and Conditions – Exhibit D
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ARTICLE II. ASSURANCES (Continued)

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. 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.
- P. The Contractor 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."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

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ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

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ARTICLE V. SUBCONTRACTS (Continued)

- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor 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 if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
 - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

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ARTICLE V. SUBCONTRACTS (Continued)

2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will

Special Terms and Conditions – Exhibit D
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be questioned in the audit and may be disallowed by CDA during the audit resolution process.

- F. All records containing confidential information shall 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, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

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ARTICLE VII. PROPERTY (Continued)

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

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

1. Date acquired.
2. Item description (include model number).
3. CDA tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.
2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives,

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ARTICLE VII. PROPERTY (Continued)

personal computers, personal digital assistants, cell or smart phones,
multi-function printers, and laptops.

- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-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 the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

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ARTICLE VII. PROPERTY (Continued)

- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. General
 - 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

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

1. Contractor Single Audit Reporting Requirements

- a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audits Branch
1300 National Drive, Suite 200
Sacramento, California 95834

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
- c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
- d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.

[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first.
[2 CFR 200 512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.

9. The Contractor 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 amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity,

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

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ARTICLE XI. INSURANCE (Continued)

- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
 2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

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ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

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ARTICLE XII. TERMINATION (Continued)

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason

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ARTICLE XII. TERMINATION (Continued)

for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

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ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS (Continued)

- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA045) to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI),

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

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

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

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for 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 portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, 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.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

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

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors 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.

I. Software Maintenance

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

J. Electronic Backups

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

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State 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.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

**Special Terms and Conditions – Exhibit D
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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

The Contractor shall assure that the following conditions are met:

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

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

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
 - a. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.
 - b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
 - d. Each service provider will:
 - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution; and
 - (iv) Establish appropriate procedures to safeguard and account for all contributions.
 - (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

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

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

B. Assurances Specific to the Ombudsman Program

The Contractor shall assure the following:

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

10. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:
 - a. All local staff that are wholly or partly funded by Ombudsman Program resources.
 - b. Their titles/roles within the Program.
 - c. The number of hours per week charged to the Local Ombudsman Program for each position.

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

C. Assurances Specific to Legal Service Providers (LSPs)

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

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

ARTICLE II. REPORTING PROVISIONS

A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements.
[Welf. & Inst. Code § 9102 (a)(5)]

B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

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

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

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

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.

4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

ARTICLE II. REPORTING PROVISIONS (Continued)

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

The Contractor shall submit program data reports electronically as follows:

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

D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.

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

E. Reporting Provisions Specific to the Ombudsman Program

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

1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data sent to the corresponding AAA.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.
- F. The Contractor shall have written reporting procedures specific to each program which include:
1. Collection and reporting of program data for the Contractor and Subcontractor.
 2. Ensuring accuracy of all data from the Contractor and Subcontractor.
 3. Verification of the Contractor and Subcontractor data prior to submission to the CDA Data Team.
 4. Procedures for the Contractor and Subcontractor on correcting data errors.
 5. A methodology for calculating and reporting:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
 6. A performance data monitoring process.
- G. The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.

ARTICLE II. REPORTING PROVISIONS (Continued)

H. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention

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

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

2. The Contractor shall also enter the quarterly aggregate number of “Elder Abuse Prevention, Education and Training Sessions” and “Elder Abuse Prevention Educational Materials” into CARS on a quarterly basis.
3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

ARTICLE III. APPEAL PROCESS

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

ARTICLE IV. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
1. A description of how clients will be notified about the change in their service provider.
 2. A plan to communicate with other organizations that can assist in locating alternative services.
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 5. A plan to transfer any confidential medical and client records to a new contractor.
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
 8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
 9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

A. Transition of Local Ombudsman Services

1. The Contractor shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.
2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:
 - a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.
 - b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

B. Transition Plan

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

CDA OSLTCO
1300 National Drive, Suite 200
Sacramento, CA 95834
Attn: State Ombudsman

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

2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
 - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.
 - b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.

3. The Transition Plan shall, at a minimum, include the following:
 - a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
 - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
 - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
 - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
 - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.

- C. The Contractor shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the Contractor's progress in carrying out all elements of the Transition Plan.

- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the CDA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

TITLE III ADMIN AND TITLE III PROGRAMS COSTS SUMMARY

BUDGET PERIOD: July 1, 2019 - June 30, 2020	(a)	(b)	(c)	(d)	(e)	(f)	(g)	PSA # 21
AAA DIRECT SERVICE COST CATEGORIES	Area Plan Admin	ORIGINAL II REVISION III B Supportive Svcs	III C-1 Congregate Nutr	CONTRACT NO.: AP-1920-21 III C-2 Home Del Nutr	III D Disease Prev	DATE: 5/02/19 III E Family Caregiver	Total	Title III
1. Personnel	CASH 849,756	1,403,464	296,393	296,696	88,238	514,172	3,447,709	0
	IN-KIND 0	0	0	0	0	0	0	0
2. Staff Travel	CASH 7,230	2,523	558	558	558	558	10,869	0
	IN-KIND 0	0	0	0	0	0	0	0
3. Staff Training	CASH 0	27,500	0	0	0	27,500	55,000	0
	IN-KIND 0	0	0	0	0	0	0	0
4. Property / Equipment	CASH 0	0	0	0	0	0	0	0
	IN-KIND 0	0	0	0	0	0	0	0
5. Vendor / Consultant Agreements	CASH 0	0	20,000	10,000	0	0	30,000	0
	IN-KIND 0	0	0	0	0	0	0	0
6. Food Costs	CASH 833,651	82,436	672,914	133,623	56,570	625,880	2,405,074	0
	IN-KIND 0	0	0	0	0	0	0	0
7. Other Costs	CASH 0	0	0	0	0	0	0	0
	IN-KIND 0	0	0	0	0	0	0	0
8. Allocated Costs*	CASH 0	0	0	0	0	0	0	0
	IN-KIND 0	0	0	0	0	0	0	0
9. AREA AGENCY DIRECT COSTS	CASH 1,690,637	1,515,923	989,865	439,867	144,808	1,167,552	5,948,652	0
	IN-KIND 0	0	0	0	0	0	0	0
10. Indirect Costs	CASH 57,605	0	0	0	0	0	57,605	0
	IN-KIND 0	0	0	0	0	0	0	0
11. TOTAL AREA AGENCY COSTS	CASH 1,748,242	1,515,923	989,865	439,867	144,808	1,167,552	6,006,257	0
	IN-KIND 0	0	0	0	0	0	0	0
12. Subrecipient Contractor Services	CASH 626,605	248,135	2,112,819	1,974,824	0	272,551	4,986,799	0
	IN-KIND 0	0	381,997	333,953	0	1,831	965,916	0
13. TOTAL TITLE III	CASH 1,748,242	2,142,528	3,102,684	2,414,691	144,808	1,440,103	10,993,066	0
	IN-KIND 0	248,135	381,997	333,953	0	1,831	965,916	0
14. TOTAL CASH & IN-KIND	1,748,242	2,390,663	3,484,681	2,748,644	144,808	1,441,934	11,958,972	0

Payment Method: Reimbursement [] Advance [X]

HHS Approved Indirect Cost Rate(s):

AREA PLAN BUDGET APPROVAL

FOR STATE USE ONLY

Program Fiscal Team Analyst:	Date	Program Fiscal Team Manager:	Date
	7/3/19		7/3/19

* - Must submit allocation plan with Area Plan Budget



TITLE VII, SPECIAL OMBUDSMAN AND TOTAL COSTS SUMMARY

AAA DIRECT SERVICE COST CATEGORIES	BUDGET PERIOD: July 1, 2019 - June 30, 2020		ORIGINAL REVISION #		CONTRACT NO.: AP-1920-21	DATE: 5/02/19	PSA # 21
	(a)	(b)	(c)	(d)			
	Ombudsman	Elder Abuse Prev	Total Title III & VII	PH L&C	SHF Ctl. Pen.	Ombudsman SNFOAF	Total Area Plan
1. Personnel	CASH	0	26,795	0	0	0	3,474,504
	IN-KIND	0	0	0	0	0	0
2. Staff Travel	CASH						10,869
	IN-KIND						0
3. Staff Training	CASH						0
	IN-KIND						0
4. Property / Equipment	CASH	0	0	0	0	0	55,000
	IN-KIND						0
5. Vendor / Consultant Agreements	CASH						0
	IN-KIND						0
6. Food Costs	CASH						30,000
	IN-KIND						0
7. Other Costs	CASH		145				2,405,219
	IN-KIND						0
8. Allocated Costs*	CASH						0
	IN-KIND						0
9. AREA AGENCY DIRECT COSTS	CASH	0	26,940	0	0	0	5,975,592
	IN-KIND	0	0	0	0	0	0
10. Indirect Costs	CASH						57,605
	IN-KIND						0
11. TOTAL AREA AGENCY COSTS	CASH	0	26,940	0	0	0	6,033,197
	IN-KIND	0	0	0	0	0	0
12. Subrecipient Contractor Services	CASH	60,724		5,047,523	20,494	43,674	5,209,038
	IN-KIND			965,916			965,916
13. TOTAL AREA PLAN	CASH	60,724	26,940	11,080,720	20,494	43,674	97,347
	IN-KIND	0	0	965,916	0	0	0
14. TOTAL CASH & IN-KIND		60,724	26,940	12,046,636	20,494	43,674	97,347
							12,208,151

* - Must submit allocation plan with Area Plan Budget



TITLE III, TITLE VII, AND SPECIAL OMBUDSMAN FUNDING SUMMARY

BUDGET PERIOD: July 1, 2019 - June 30, 2020		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #		CONTRACT NO.: AP-1920-21		DATE: 5/02/19		PSA # 21	
SECTION A		(a) Area Plan	(b) III B	(c) III C-1	(d) III C-2	(e) III D	(f) III E	(g) Total	(h) Title III
FUNDING SOURCES		Admin	Supportive Svcs	Congregate Nurt	Home Del Nurt	Disease Prev	Family Caregiver		
1. Program Income	CASH		1,000	126,040	71,325	0	0	0	198,365
2. NSIP	CASH			207,571	250,585				458,156
3. Intentionally Blank	CASH								0
4. Non-Matching	CASH		0	0	0	0	0	0	0
Contributions	IN-KIND		0	0	0	0	0	0	0
5. State Funds	CASH	1,434	125,973	204,660	230,489				562,556
6. Matching	CASH	993,183	114,835	160,444	357,546	0	537,095		2,163,103
Contributions	IN-KIND	0	248,135	381,997	333,953	0	1,831		965,916
7. Federal Funding	CASH	753,625	1,900,720	2,403,969	1,504,746	144,808	903,008		7,610,876
8. TOTAL TITLE III FUNDING	CASH	1,748,242	2,142,528	3,102,684	2,414,691	144,808	1,440,103		10,993,056
	IN-KIND	0	248,135	381,997	333,953	0	1,831		965,916
9. TOTAL CASH & IN-KIND		1,748,242	2,390,663	3,484,681	2,748,644	144,808	1,441,934		11,958,972
SECTION B		(h) VII	(i) VII	(j) Total Title III & VII	(k) Ombudsman PH I & C	(l) Ombudsman SHF Ctl. Pen.	(m) Ombudsman SNFOAF	(n) Total Area Plan	
FUNDING SOURCES		Ombudsman	Elder Abuse Prev						
10. Program Income	CASH			198,365				198,365	
11. NSIP	CASH			458,156				458,156	
12. Intentionally Blank	CASH			0				0	
13. Non-Matching	CASH			0				0	
Contributions	IN-KIND			0				0	
14. State Funds	CASH			562,556	20,494	43,674	97,347	724,071	
15. Matching	CASH			2,163,103				2,163,103	
Contributions	IN-KIND			965,916				965,916	
16. Federal Funding	CASH	60,724	26,940	7,698,540				7,698,540	
17. TOTAL AREA PLAN FUNDING	CASH	60,724	26,940	11,080,720	20,494	43,674	97,347	11,242,235	
	IN-KIND	0	0	965,916	0	0	0	965,916	
18. TOTAL CASH & IN-KIND		60,724	26,940	12,046,636	20,494	43,674	97,347	12,208,151	

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MATCHING CONTRIBUTIONS & ADEQUATE PROPORTION COMPLIANCE

SECTION A			SECTION B				
BUDGET PERIOD: July 1, 2019 - June 30, 2019 ORIGINAL <input type="checkbox"/> REVISION #			CONTRACT NO.: AP-1920-21 DATE: 5/02/19 PSA # 21				
AREA PLAN ADMINISTRATION MATCHING CONTRIBUTIONS			LOCAL PUBLIC AGENCIES MATCHING CONTRIBUTIONS				
Source	Cash	In-Kind	Total	Source	Cash	In-Kind	Total
County of Riverside General Fund	993,183		993,183	Riverside General Fund & other agend	1,291,300		1,291,300
			0				0
			0				0
			0				0
			0				0
TOTAL	993,183	0	993,183	TOTAL	1,291,300	0	1,291,300

SECTION C
MINIMUM MATCHING REQUIREMENTS COMPLIANCE

ITEM	(a) Area Plan Admin	(b) Title III B & III C pooled	(c) Title III E Programs	(d) Total Min Matching
1. Costs to be Matched	1,746,808	7,361,208	1,441,934	10,549,950
2. Required Matching Percentages	25%	10.53%	25%	
3. Minimum Required Match	436,702	775,135	360,484	1,572,321
4. Match Budgeted (from Page 3)	993,183	1,596,910	538,926	3,129,019
5. Required Local Public Agencies Matching = Line 3 x 25%				393,080

<<<< Compare to line 3
<<<< Compare to Section B Total

SECTION D
ADEQUATE PROPORTION CALCULATION

Priority Services (Do not include OTO)	Federal Share	Auto-calculated % of Baseline Funding	AAA Approved Percentage from Area Plan	Amount
5. Information & Assistance	421,601			
6. Case Management	209,632			
7. Assisted Transportation	40,288			
8. Transportation	0			
9. Outreach	352,474			
10. Comprehensive Assess.	66,650			
11. Health	0			
12. Mental Health	0			
13. Public Information	41,324			
14. Total Access	1,131,979	61.0%	25.9	
15. Personal Care	90,499			
16. Homemaker	57,316			
17. Chore	0			
18. Visiting	0			
19. Respite Care	0			
20. Alzheimer's Day Care	0			
21. Residential Repairs/Mod's.	0			
22. Adult Day/Health Care	78,634			
23. Telephone Reassurance	0			
24. Total In-Home	226,449	12.2%	6.0	
25. Legal Assistance	78,236	4.2%	3.5	

SECTION E
ADEQUATE PROPORTION CALCULATION FOR PRIORITY SERVICES

BUDGETED BASELINE FUNDS	Amount
1. Total Supportive Services Federal Share	1,900,720
2. Less III B Ombudsman Federal Share	
3. Less III B One-Time-Only	45,137
4. Equals III B Supportive Services Base Allocation	1,855,583

* Total Priority Service Federal Share Divided by III B Base (line 4)
^ As Approved in the Area Plan

SECTION F
OMBUDSMAN MAINTENANCE OF EFFORT CASH FUNDING COMPLIANCE

Title III B OMBI	State III B OMBI	Title VII OMBI	State Special OMBI	Total OMBI Cash
45,137	125,973	60,724	161,515	393,349

TRANSFER REQUESTS

BUDGET PERIOD: July 1, 2019 - June 30, 2021 ORIGINAL REVISION # _____ CONTRACT NO.: AP-1920-21 DATE: 5/02/19 PSA # 21

3 Month Federal Baseline Funding Transfer Requests

3 MONTH TRANSFER OF FUNDS REQUEST Transfers allowed in Original Budget only Federal Funds	Current 3 Month Budget Display Allocations	Must Not Zero		New 3 Month Budget Display Allocations	JUSTIFICATIONS Provide justification for YTD Transfers of 3 Month Baseline exceeding: 30% between IIB & IIC or 40% between IIC-1 & IIC-2 Justification:
		Increase	Decrease		
III B Admin				0	
III C-1 Admin				0	
III C-2 Admin				0	
III B Ombudsman				0	
III B Program				0	
III C-1 Program				0	
III C-2 Program				0	
III E Admin				0	
III E Program				0	
NSIP C-1 Congr Program				0	
NSIP C-2 Home Del Program				0	

9 Month Federal Baseline Funding Transfer Requests

9 MONTH TRANSFER OF FUNDS REQUEST Do Not Include OTO Federal Funds	Current 9 Month Budget Display Baseline Alloc.	Must Not Zero		New 9 Month Budget Display Baseline Alloc.	JUSTIFICATIONS Provide justification for YTD Transfers of 9 Month Baseline exceeding: 30% between IIB & IIC or 40% between IIC-1 & IIC-2 Justification:
		Increase	Decrease		
III B Admin				0	
III C-1 Admin				0	
III C-2 Admin				0	
III B Ombudsman				0	
III B Program				0	
III C-1 Program				0	
III C-2 Program				0	
III E Admin				0	
III E Program				0	
NSIP C-1 Congr Program				0	
NSIP C-2 Home Del Program				0	

12 Month Allocated State Funding Transfers

12 MONTH TRANSFER OF FUNDS REQUEST State Funds	Current 12 Month Budget Display Allocations	Must Not Zero		New 12 Month Budget Display Allocations	JUSTIFICATIONS Provide justification for YTD Transfers of 9 Month Baseline exceeding: 30% between IIB & IIC or 40% between IIC-1 & IIC-2 Justification:
		Increase	Decrease		
State B Ombudsman				0	
State C-1 Admin				0	
State C-1 Program				0	
State C-2 Admin				0	
State C-2 Program				0	

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SCHEDULE OF PAID PERSONNEL COSTS ADMIN & TITLE III DIRECT PROGRAM SERVICES

POSITION CLASSIFICATION	Annual FTE Wage Rate	FTE %	Admin	ORIGINAL REVISION #		CONTRACT NO.: AP-1920-21		DATE: 5/02/19		PSA # 21							
				FTE %	Direct III B	FTE %	Direct III C-1	FTE %	Direct III C-2		FTE %	Direct III D	FTE %	Direct III E	Total Title III		
Director (JLee)	176,081	36.75%	64,710	36.00%	63,389	0	0	0	0	0	0	0	0	0	0	128,089	72.8%
Dep. Dir. Admin (RRoman)	130,615	40.50%	52,899	25.00%	32,654	13,062	0	6,531	0	0	0	0	0	0	0	105,146	80.5%
Acct. Tech I (A.Wheeldon)	55,028	37.50%	20,636	0	0	0	0	0	0	0	0	0	0	0	0	20,636	37.5%
Acct. Analyst Serv II (Lstarsev)	76,545	75.00%	57,409	0	0	0	0	0	0	0	0	0	0	0	0	57,409	75.0%
Acct. Asst II (Vacant)	37,012	75.00%	27,759	0	0	0	0	0	0	0	0	0	0	0	0	27,759	75.0%
Accountant II (NNPerry)	72,073	69.75%	50,271	0	0	0	0	0	0	0	0	0	0	0	0	50,271	69.8%
Accountant I (Shallow)	51,821	75.00%	38,866	0	0	0	0	0	0	0	0	0	0	0	0	38,866	75.0%
Sr. Accountant (Rhinestroz)	78,002	68.25%	53,236	0	0	0	0	0	0	0	0	0	0	0	0	53,236	68.3%
Supv. Accountant (Bchntanson)	72,376	68.25%	49,397	0	0	0	0	0	0	0	0	0	0	0	0	49,397	68.3%
Acct. Tech I (S.Martin)	43,148	72.00%	31,067	0	0	0	0	0	0	0	0	0	0	0	0	31,067	72.0%
Executive Assistant I (R.Emblett)	51,519	75.00%	38,639	0	0	0	0	0	0	0	0	0	0	0	0	38,639	75.0%
OOA Program Specialist (SCatlin)	55,210	26.25%	14,493	30.00%	16,563	0	0	0	0	0	0	0	0	0	0	31,056	56.3%
Office Assistant II (Vacant)	30,784	75.00%	23,088	0	0	0	0	0	0	0	0	0	0	0	0	23,088	75.0%
Contract & Svcs Officer (Kkios)	92,146	0	15,00%	13,822	30.00%	27,644	30.00%	27,644	15.00%	13,822	0	0	0	0	0	82,992	90.0%
Nutritionist (V.Saatsaz)	49,234	0	0	0	37.50%	18,463	37.50%	18,463	0	0	0	0	0	0	0	36,926	75.0%
Sr. Citizen Nur Prgm Assist (J.Gra)	35,385	0	0	0	50.00%	17,693	50.00%	17,693	0	0	0	0	0	0	0	35,386	100.0%
Sr. Citizen Nur Site Mgr (CRuz)	38,230	0	0	0	50.00%	19,115	50.00%	19,115	0	0	0	0	0	0	0	38,230	100.0%
Sr. Citizen Nur Prgm Assist (Vaca)	29,285	0	0	0	50.00%	14,643	50.00%	14,643	0	0	0	0	0	0	0	29,286	100.0%
Admin Services Analyst II (K.Wind)	62,914	0	0	0	50.00%	31,457	50.00%	31,457	0	0	0	0	0	0	0	62,914	100.0%
Social Svcs Pract III (L.Whitehall)	53,813	0	0	0	0	0	0	0	0	0	0	0	0	0	0	53,813	100.0%
Sr. Supv Program (S.Gelst)	81,494	0	0	0	40,747	25.00%	20,374	25.00%	20,374	0	0	0	0	0	0	81,495	100.0%
OOA Service Assistant (E.Martinez)	43,016	7.50%	3,226	45.00%	19,357	0	0	0	10.00%	4,302	0	0	0	0	0	26,885	62.5%
OOA Program Specialist II (GTarik)	76,779	0	0	50.00%	38,390	0	0	0	50.00%	38,390	0	0	0	0	0	76,780	100.0%
Dep Dir Senior Programs (G.Robbi)	137,749	0	60.00%	82,649	0	0	0	0	22.00%	30,305	82.0%	0	0	0	0	112,954	82.0%
Supervisor Prog Spec (J.Bell)	89,235	0	100.00%	89,235	0	0	0	0	0	0	0	0	0	0	0	89,235	100.0%
OOA Program Specialist II (BPries)	76,779	0	43.00%	33,015	0	0	0	0	10.00%	7,678	0	0	0	0	0	40,693	53.0%
Health Education Asst II (L.Luppinc)	57,360	0	0	23.00%	13,193	33.00%	18,929	4.00%	2,294	0	0	0	0	0	0	34,416	60.0%
OOA Service Assistant (J.Barba)	34,823	0	45.00%	15,670	0	0	0	10.00%	3,482	45.00%	15,670	100.0%	0	0	0	34,822	100.0%
OOA Service Assistant (Vacant)	32,915	0	0	0	50.00%	16,458	50.00%	16,458	0	0	0	0	0	0	0	32,916	100.0%
Supervisor Prog Spec (RDa-Khar)	90,820	0	65.00%	59,033	0	0	0	0	15.00%	13,623	80.0%	0	0	0	0	72,656	80.0%
Office Assistant III (B.Womack)	49,525	0	55.00%	27,239	0	0	0	0	20.00%	9,905	75.0%	0	0	0	0	37,144	75.0%
OOA Service Assistant (M.Henders)	47,013	0	54.00%	25,387	0	0	0	0	0	0	0	0	0	0	0	25,387	54.0%
OOA Service Assistant (EALRelayd)	36,427	0	58.00%	21,128	0	0	0	0	42.00%	15,299	100.0%	0	0	0	0	36,427	100.0%
TOTAL SALARIES			526,696		578,278		192,102		191,307		56,146		152,437		1,695,966		0
PAYROLL TAXES																	
EMPLOYEE BENEFITS			265,601		279,590		104,291		104,379		27,952		87,761		869,574		0
TOTAL PAID PERSONNEL COSTS			791,297		857,868		296,393		295,686		84,098		240,198		2,565,540		0

See below for additional personnel lines if needed

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SCHEDULE OF PAID PERSONNEL COSTS TITLE III, TITLE VII, AND SPECIAL OMBUDSMAN DIRECT PROGRAM SERVICES

BUDGET PERIOD: July 1, 2019 - June 30, 2020	POSITION CLASSIFICATION	Annual FTE Wage Rate	FTE %	Direct VII Ombi	FTE %	Direct VII EAP	FTE %	Title III & VII	FTE %	CONTRACT NO.: AP-1920-21	Direct Ombi PH & C	FTE %	Direct Ombi SHF Cnt Pen	DATE: 5/02/19	Direct Ombi SNFOAF	Total FTE %	PSA # 21	Total Area Plan
	Director (JLee)	176,081					72.8%	128,099								72.8%		128,099
	Dep. Dir. Admin (RRoman)	130,615					80.5%	105,146								80.5%		105,146
	Acct. Tech I (A.Wheeldon)	55,028					37.5%	20,636								37.5%		20,636
	Adm. Analyst Serv II (Lstarsev)	76,545					75.0%	57,409								75.0%		57,409
	Acct. Asst. II (Vacant)	37,012					75.0%	27,759								75.0%		27,759
	Accountant II (NHPerry)	72,073					69.8%	50,271								69.8%		50,271
	Accountant I (Shallow)	51,821					75.0%	38,866								75.0%		38,866
	Sr. Accountant (Rhinestrosa)	78,002					68.3%	53,236								68.3%		53,236
	Supv. Accountant (Rhinestrosa)	72,376					68.3%	49,397								68.3%		49,397
	Acct. Tech I (S.Martin)	43,148					72.0%	31,067								72.0%		31,067
	Executive Assistant I (REmbler)	51,519					75.0%	38,639								75.0%		38,639
	OOA Program Specialist (Scatlin)	55,210					56.3%	31,056								56.3%		31,056
	Office Assistant II (Vacant)	30,784					75.0%	23,088								75.0%		23,088
	Contract & Svcs Officer (Kkyos)	92,146					90.0%	82,932								90.0%		82,932
	Nutritionist (VSealsaz)	49,234					75.0%	36,926								75.0%		36,926
	Sr. Citizen Nur. Prgm Assist (JGira)	35,385					100.0%	35,386								100.0%		35,386
	Sr. Citizen Nur. Site Mgr (CRuiz)	38,230					100.0%	38,230								100.0%		38,230
	Sr. Citizen Nur. Prgm Assist (Vaca)	29,285					100.0%	29,286								100.0%		29,286
	Admin Services Analyst II (KWind)	62,914					100.0%	62,914								100.0%		62,914
	Social Svc Pract III (LWhitesell)	53,813					100.0%	53,813								100.0%		53,813
	Sr. Supr. Program (SGeist)	81,494					100.0%	81,495								100.0%		81,495
	OOA Service Assistant (EMartinez)	43,016					62.5%	26,885								62.5%		26,885
	OOA Program Specialist II (GTapic)	76,779					100.0%	76,780								100.0%		76,780
	Dep Dir Senior Programs (GRobbi)	137,749					82.0%	112,954								82.0%		112,954
	Supervisor Prog Spec (JBel)	89,235					100.0%	89,235								100.0%		89,235
	OOA Program Specialist II (BPhes)	76,779					53.0%	40,693								53.0%		40,693
	Health Education Asst II (Lluppinc)	57,360					60.0%	34,416								60.0%		34,416
	OOA Service Assistant (JBarba)	34,823					100.0%	34,822								100.0%		34,822
	OOA Service Assistant (Vacant)	32,915					100.0%	32,916								100.0%		32,916
	Supervisor Prog Spec (RDar-Khar)	90,820					80.0%	72,656								80.0%		72,656
	Office Assistant III (BWoimack)	49,525					75.0%	37,144								75.0%		37,144
	OOA Service Assistant (MHanders)	47,013					36.0%	16,925								36.0%		16,925
	OOA Service Assistant (EAPelayo)	36,427					100.0%	36,427								100.0%		36,427
		0					0.0%	0								0.0%		0
	TOTAL SALARIES							16,925										1,712,891
	PAYROLL TAXES							0										0
	EMPLOYEE BENEFITS							9,870										879,444
	TOTAL PAID PERSONNEL COSTS							26,795										2,592,335

See below for additional personnel lines if needed

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SCHEDULE OF DIRECT (III B) SUPPORTIVE SERVICES, OMBUDSMAN AND OTHER SERVICES

SERVICE CATEGORIES	BUDGET PERIOD: July 1, 2019 - June 30, 2020		CONTRACT NO.: AP-1920-21	DATE: 5/02/19	PSA # 21				
	<input checked="" type="checkbox"/> ORIGINAL	<input type="checkbox"/> REVISION #							
	(a) Total Budgeted Costs	(b) Program Income	(c) Cash	(d) Non-Matching Contributions In-Kind	(e) State Funds	(f) Cash	(g) Matching Contributions In-Kind	(h) Federal Share	
Supportive Services:									
Personal Care (In-Home)*								0	
Homemaker (In-Home)*								0	
Chore (In-Home)*								0	
Adult Day/Health Care (In-Home)*								0	
Case Management (Access)*	214,439					1,807		209,632	
Assisted Transportation (Access)*								0	
Transportation (Access)*								0	
Legal Assistance*								0	
Information & Assistance (Access)*	459,618					38,017		421,601	
Outreach (Access)*	352,474							352,474	
Ombudsman								0	
Other Support Services:									
Program Development	31,141							31,141	
Coordination	253,655							253,655	
CARS Data Reporting								0	
Alzheimer's Day Care (In-Home)*								0	
Comprehensive Assessment (Access)*	66,650							66,650	
Health (Access)*								0	
Mental Health (Access)*								0	
Public Information (Access)*	41,324							41,324	
Residential Repairs/Modifications (In-Home)*								0	
Respite Care (In-Home)*								0	
Telephone Reassurance (In-Home)*								0	
Visiting (In-Home)*								0	
Cash/Material Aid	41,166							41,166	
Community Education	58,456							58,456	
Disaster Preparedness Materials								0	
Employment								0	
Housing								0	
Interpretation/Translation								0	
Mobility Management								0	
Peer Counseling								0	
Personal Affairs Assistance								0	
Personal/Home Security								0	
Registry								0	
Senior Center Activities								0	
Emergency Preparedness								0	
Senior Center Staffing								0	
Total III B Other Support Services	492,392	0	0	0	0	0	0	492,392	
Total Direct III B	1,515,923	0	0	0	0	39,824	0	1,476,099	

*Denotes Priority Services



SCHEDULE OF SUBRECIPIENT CONTRACTED (III B) SUPPORTIVE SERVICES, OMBUDSMAN AND OTHER SERVICES

BUDGET PERIOD: July 1, 2019 - June 30, 2020 ORIGINAL REVISION # CONTRACT NO.: AP-1920-21 DATE: 5/02/19 PSA # 21

SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	(c) Non-Matching Contributions		(e) State Funds	(f) Matching Contributions		(h) Federal Share
			Cash	In-Kind		Cash	In-Kind	
Supportive Services:								
Personal Care (In-Home)*	103,655					13,156		90,499
Homemaker (In-Home)*	67,105					9,789		57,316
Chore (In-Home)*								0
Adult Day/Health Care (In-Home)*	94,159					14,797	728	78,634
Case Management (Access)*	269,755						229,457	40,298
Assisted Transportation (Access)*								0
Transportation (Access)*	86,818	1,000				7,582		78,236
Legal Assistance*								0
Information & Assistance (Access)*								0
Outreach (Access)*	174,110				125,973			48,137
Ombudsman								
Other Support Services:								
Alzheimer's Day Care (In-Home)*								0
Comprehensive Assessment (Access)*								0
Health (Access)*								0
Mental Health (Access)*								0
Public Information (Access)*								0
Residential Repairs/Modifications (In-Home)*								0
Respite Care (In-Home)*								0
Telephone Reassurance (In-Home)*								0
Visiting (In-Home)*								0
Cash/Material Aid								0
Community Education								0
Disaster Preparedness Materials								0
Employment								0
Housing								0
Interpretation/Translation								0
Mobility Management								0
Peer Counseling								0
Personal Affairs Assistance								0
Personal/Home Security								0
Registry								0
Senior Center Activities	82,138					29,687	17,950	34,501
Emergency Preparedness								0
Senior Center Staffing								0
Total Contracted III B Other Supp Svcs	82,138	0	0	0	0	29,687	17,950	34,501
Total Contracted III B	874,740	1,000	0	0	125,973	75,011	248,135	424,621
Total Direct III B (from Page 9)	1,515,923	0	0	0	0	39,824	0	1,476,099
Total III B	2,390,663	1,000	0	0	125,973	114,835	248,135	1,900,720

*Denotes Priority Services



SCHEDULE OF (III C-1 & III C-2) NUTRITION AND (III D) DISEASE PREVENTION & HEALTH PROMOTION PROGRAMS

SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	(c) NSIP	(d) Intentionally Blank	Non-Matching Contributions		Matching Contributions		(i) Federal Share	
					(e) Cash	(f) In-Kind	(g) State Funds	(h) Cash		(j) In-Kind
III C-1 Congregate Programs										
Direct III C-1										
Congregate Meals	963,390	4,000								959,390
Nutrition Counseling	26,475									0
Nutrition Education	989,865	4,000	0	0	0	0	0	0	0	26,475
Total Direct III C-1										985,865
Subrecipient Contracted III C-1 Services										
Congregate Meals	2,494,816	122,040	207,571				204,660	160,444	381,997	1,418,104
Nutrition Counseling										0
Nutrition Education	2,494,816	122,040	207,571	0	0	0	204,660	160,444	381,997	1,418,104
Total III C-1	3,484,681	126,040	207,571	0	0	0	204,660	160,444	381,997	2,403,969
III C-2 Home Delivered Programs										
Direct III C-2										
Home-Delivered Meals	416,745									416,745
Nutrition Counseling	23,122									0
Nutrition Education	439,867	0	0	0	0	0	0	0	0	23,122
Total Direct III C-2										439,867
Subrecipient Contracted III C-2 Services										
Home-Delivered Meals	2,308,777	71,325	250,585				230,489	357,546	333,953	1,064,879
Nutrition Counseling										0
Nutrition Education	2,308,777	71,325	250,585	0	0	0	230,489	357,546	333,953	1,064,879
Total III C-2	2,748,644	71,325	250,585	0	0	0	230,489	357,546	333,953	1,504,746
III D Disease Prevention & Health Promotion Program										
Direct III D										
Dis Prev & Health Promotion	144,808									144,808
Subrecipient Contracted III D Services										
Disease Prev & Health Promotion	144,808	0			0	0				0
Total III D										144,808

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SCHEDULE OF FAMILY CAREGIVER SUPPORT PROGRAM SERVICES (III E)

CATEGORIES	(a) Total Budgeted Costs	[X] ORIGINAL [] REVISION #		(e) State Funds	DATE: 6/02/19		(h) PSA # 21
		(b) Program Income	(c) Cash Contributions		(d) In-Kind	(f) Cash Contributions	
Direct III E Family Caregivers							
Information Services	175,892						175,892
Access Assistance	218,410						218,410
Support Services	688,827				446,199		242,628
Respite Care	9,770				9,770		9,770
Supplemental Services	4,070						4,070
Total Direct III E Family Caregivers	1,096,969	0	0	0	446,199	0	650,770
Direct III E Grandparents							
Information Services	28,835						28,835
Access Assistance	11,449						11,449
Support Services	30,299						30,299
Respite Care							0
Supplemental Services							0
Total Direct III E Grandparents	70,583	0	0	0	0	0	70,583
Total Direct III E	1,167,552	0	0	0	446,199	0	721,353
Subrecipient Contracted III E Family Caregiver							
Information Services							0
Access Assistance							0
Support Services	139,461				52,944		1,831
Respite Care	134,921				37,952		96,969
Supplemental Services							0
Total Contracted III E Family Caregivers	274,382	0	0	0	90,896	1,831	181,655
Subrecipient Contracted III E Grandparents							
Information Services							0
Access Assistance							0
Support Services							0
Respite Care							0
Supplemental Services							0
Total Contracted III E Grandparents	0	0	0	0	0	0	0
Total Subrecipient Contracted III E	274,382	0	0	0	90,896	1,831	181,655
Total III E	1,441,934	0	0	0	537,095	1,831	903,008



BUDGETED FEDERAL ONE-TIME-ONLY

BUDGET PERIOD: July 1, 2019 - June 30, 2020		ORIGINAL REVISION #			CONTRACT NO.: AP-1920-21		DATE: 5/02/19		PSA # 21		
Instructions: This is not a separate budget for One-Time-Only. Include OTO costs listed below on all support pages.											
SERVICE CATEGORIES	(a) Baseline Services	(b) Equipment	(c) Home & Comm-Based Projects*	(d) Innovative Pilot Projects*	(e) Total OTO	SERVICE CATEGORIES	(f) Baseline Services	(g) Equipment	(h) Home & Comm-Based Projects*	(i) Innovative Pilot Projects*	(j) Total OTO
III B						III C-2					
Personal Care					0	Home-Delivered Meals					0
Homemaker					0	Nutrition Counseling					0
Chore					0	Nutrition Education					0
Adult Day/Health Care					0	NSIP					0
Case Management					0	Total III C-2 OTO	0	0	0	0	0
Assisted Transportation					0						
Transportation					0						
Legal Assistance					0	III D	Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO
Information & Assistance					0	No Longer Used					0
Outreach					0	No Longer Used					0
Ombudsman					0	Dis. Prev & Health Prom					0
Alzheimer's Day Care					0	Total III D OTO	0	0	0	0	0
Comprehensive Assessment					0						
Health					0						
Mental Health					0	III E Family Caregivers	Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO
Public Information					0	Information Services					0
Residential Repairs/Mods.					0	Access Assistance					0
Respite Care					0	Support Services					0
Telephone Reassurances					0	Respite Care					0
Visiting					0	Supplemental Services					0
					0	Total Family Caregivers	0	0	0	0	0
					0	III E Grandparents					
					0	Information Services					0
					0	Access Assistance					0
					0	Support Services					0
CARS Data Reporting					0	Respite Care					0
Total III B OTO	0	0	0	0	0	Supplemental Services					0
					0	Total Grandparents	0	0	0	0	0
III C-1						Total III E OTO	0	0	0	0	0
Congregate Meals	Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO			Home & Innovative			
					0						
Nutrition Counseling					0						
Nutrition Education					0						
NSIP					0						
Total III C-1 OTO	0	0	0	0	0						0

* Home & Comm-Based Projects and Innovative Pilot Projects Require Prior Approval
 Please submit CDA 1031 for all OTO Projects budgeted

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PROPERTY/EQUIPMENT JUSTIFICATION

BUDGET PERIOD: July 1, 2019 - June 30, 2020

ORIGINAL REVISION #

CONTRACT NO.: AP-1920-21

DATE: 5/02/19

PSA # 21

PROPERTY / EQUIPMENT WITH A PER UNIT PRICE OF \$500 OR MORE REQUIRES CDA APPROVAL

ITEM DESCRIPTION	CONTRACTOR NAME	PURPOSE/JUSTIFICATION/ALLOCATION	PER UNIT COST	QTY	FUNDING USED	TOTAL COST
Vehicles (2)		Replacement of older vehicles currently in fleet.	27,500	2	III B & III E	55,000
TOTAL AAA PROPERTY / EQUIPMENT PURCHASES						55,000
SUBRECIPIENT CONTRACTOR PROPERTY / EQUIPMENT						
TOTAL SUBRECIPIENT CONTRACTOR PROPERTY / EQUIPMENT						0
TOTAL PROPERTY / EQUIPMENT BUDGETED						55,000

See below for more pages if needed

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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

AGREEMENT NUMBER AP-1920-21	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
 California Department of Aging
 CONTRACTOR'S NAME
 Riverside County Office on Aging
- The term of this Agreement is July 1, 2019 through June 30, 2020
- The maximum amount of this Agreement after this amendment is: **\$ 9,135,875**
 Nine million one hundred thirty-five thousand eight hundred seventy-five and 00/100 dollars
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

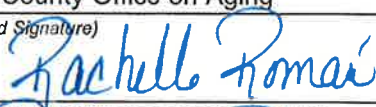

This amendment increases funds provided to the Contractor by \$255,108.

The attached Budget Display pages 13 & 14 of Exhibit B, dated 7/1/19, and labeled Amendment #1, hereby replaces the Original Exhibit B - Budget Display, pages 13 & 14, with the same date. The Budget, Amendment 1 is hereby incorporated by reference and replaces the original Budget.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

BY: DANIELLE D. MALAND, COUNTY COUNSEL, DATE 10/21/19

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Riverside County Office on Aging		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10-7-2019	
PRINTED NAME AND TITLE OF PERSON SIGNING Rachelle Roman, Deputy Director		
ADDRESS P.O. Box 2099 Riverside CA 92516		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Aging		<input checked="" type="checkbox"/> Exempt per: AG OP 80-111
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11/26/19	
PRINTED NAME AND TITLE OF PERSON SIGNING Nate Gillen, Chief, Business Management Branch		
ADDRESS 1300 National Drive, Ste. 200, Sacramento, CA 95834		

6.18.19 3.17

**AREA PLAN
Budget Display
Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)
Riverside County Office on Aging**

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

Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Supportive Services							
Federal Title IIIB	3BSL19-19	393,736 (b)	-	393,736	-	393,736	-
Federal Title IIIB	3BSL20-19	1,461,847 (c)	-	1,461,847	-	1,461,847	-
Total Supportive Services		1,855,583		1,855,583		1,855,583	
Ombudsman							
Federal Title IIIB	3BOL19-19	9,578 (b)	-	9,578	-	9,578	-
Federal Title IIIB	3BOL20-19	35,559 (c)	-	35,559	-	35,559	-
Federal Title VIIa	7OFL19-19	14,998 (b)	-	14,998	-	14,998	-
Federal Title VIIa	7OFL20-19	45,726 (c)	-	45,726	-	45,726	-
General Fund IIIB	B1GL	125,973 (a)	215,187	341,160	-	341,160	215,187
Public Health L & C	LCPF	20,494 (a)	-	20,494	-	20,494	-
Program Fund	SDFL	43,674 (a)	-	43,674	39,921	83,595	39,921
State Health Facilities	SNFL	97,347 (a)	-	97,347	-	97,347	-
Citation Penalties							
Account							
SNF Quality & Accountability							
Total Ombudsman		393,349	215,187	608,536	39,921	648,457	255,108
Congregate Nutrition							
Federal Title IIIC1	3C1L19-19	651,764 (b)	-	651,764	-	651,764	-
Federal Title IIIC1	3C1L20-19	1,752,205 (c)	-	1,752,205	-	1,752,205	-
General Fund C1	C1GL	204,660 (a)	-	204,660	-	204,660	-
NSIP C1	NC1L19-19	52,038 (b)	-	52,038	-	52,038	-
NSIP C1	NC1L20-19	155,533 (c)	-	155,533	-	155,533	-
Total Congregate Nutrition		2,816,200		2,816,200		2,816,200	
Home-Delivered Meals							
Federal Title IIIC2	3C2L19-19	376,187 (b)	-	376,187	-	376,187	-
Federal Title IIIC2	3C2L20-19	1,128,559 (c)	-	1,128,559	-	1,128,559	-
General Fund C2	C2GL	230,489 (a)	-	230,489	-	230,489	-
NSIP C2	NC2L19-19	62,821 (b)	-	62,821	-	62,821	-
NSIP C2	NC2L20-19	187,764 (c)	-	187,764	-	187,764	-
Total Home Delivered Meals		1,985,820		1,985,820		1,985,820	
Disease Prevention							
Federal Title IIID	3DFL19-19	35,772 (b)	-	35,772	-	35,772	-
Federal Title IIID	3DFL20-19	109,036 (c)	-	109,036	-	109,036	-
Total Disease Prevention		144,808		144,808		144,808	
Family Caregiver							
Federal Title IIIE	3EFL19-19	221,286 (b)	-	221,286	-	221,286	-
Federal Title IIIE	3EFL20-19	681,722 (c)	-	681,722	-	681,722	-
Total Title IIIE		903,008		903,008		903,008	
Elder Abuse Prevention							
Federal Title VII	7EFL19-19	6,660 (b)	-	6,660	-	6,660	-
Federal Title VII	7EFL20-19	20,280 (c)	-	20,280	-	20,280	-
Total Elder Abuse Prevention		26,940		26,940		26,940	

**AREA PLAN
Budget Display
Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)
Riverside County Office on Aging**

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

Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Administration							
Federal Title IIIB	3BAL19-19	48,127 (b)	-	48,127	-	48,127	-
Federal Title IIIB	3BAL20-19	178,682 (c)	-	178,682	-	178,682	-
Federal Title IIIC1	C1AL19-19	71,386 (b)	-	71,386	-	71,386	-
Federal Title IIIC1	C1AL20-19	191,913 (c)	-	191,913	-	191,913	-
Federal Title IIIC2	C2AL19-19	41,203 (b)	-	41,203	-	41,203	-
Federal Title IIIC2	C2AL20-19	123,607 (c)	-	123,607	-	123,607	-
Federal Title IIIE	3EAL19-19	24,189 (b)	-	24,189	-	24,189	-
Federal Title IIIE	3EAL20-19	74,518 (c)	-	74,518	-	74,518	-
General Fund C1	1GAL	1,133 (a)	-	1,133	-	1,133	-
General Fund C2	2GAL	301 (a)	-	301	-	301	-
Total Administration		755,059	-	755,059	-	755,059	-
Funding Summary							
Federal Funds		8,156,696	-	8,156,696	-	8,156,696	-
General Fund		562,556	215,187	777,743	-	777,743	215,187
Public Health L & C Program Fund		20,494	-	20,494	-	20,494	-
SNF Quality & Accountability		97,347	-	97,347	-	97,347	-
State Health Facilities Citation Penalties Account		43,674	-	43,674	39,921	83,595	39,921
Grand Total - All Funds		8,880,767	215,187	9,095,954	39,921	9,135,875	255,108

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is: 267,124
 The maximum amount of Title IIIE expenditures allowable for Grandparents is: 133,562
 The minimum General Fund to be expended for State Match in Title III is: 347,594

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

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

TITLE III ADMIN AND TITLE III PROGRAMS COSTS SUMMARY

BUDGET PERIOD: July 1, 2019 - June 30, 2020		ORIGINAL [X] REVISION #1		CONTRACT NO.: AP-1920-21		DATE: 10/10/19		PSA # 21	
AAA DIRECT SERVICE COST CATEGORIES		(a) Area Plan Admin	(b) III B Supportive Svcs	(c) III C-1 Congregate Nutr	(d) III C-2 Home Del Nutr	(e) III D Disease Prev	(f) Family Caregiver	III E	Total Title III
1. Personnel	CASH (+)	849,756	1,403,464	296,393	295,686	88,238	514,172		3,447,708
	IN-KIND	0	0	0	0	0	0		0
2. Staff Travel	CASH (+)	7,230	2,523		558				10,869
	IN-KIND								0
3. Staff Training	CASH (+)								0
	IN-KIND								0
4. Property / Equipment	CASH (+)								0
	IN-KIND								0
5. Vendor / Consultant Agreements	CASH (+)								0
	IN-KIND								0
6. Food Costs	CASH (+)			20,000	10,000				30,000
	IN-KIND								0
7. Other Costs	CASH (+)	833,651	82,436	672,914	133,623	56,570	625,880		2,405,074
	IN-KIND								0
8. Allocated Costs*	CASH (+)								0
	IN-KIND								0
9. AREA AGENCY DIRECT COSTS	CASH (=)	1,690,637	1,488,423	989,865	439,867	144,808	1,140,052		5,893,652
	IN-KIND	0	0	0	0	0	0		0
10. Indirect Costs	CASH (+)	57,605							57,605
	IN-KIND								0
11. TOTAL AREA AGENCY COSTS	CASH (=)	1,748,242	1,488,423	989,865	439,867	144,808	1,140,052		5,951,257
	IN-KIND	0	0	0	0	0	0		0
12. Subrecipient Contractor Services	CASH (+)		841,792	2,112,819	1,974,824		272,551		5,201,986
	IN-KIND		248,135	381,997	333,953		1,831		965,916
13. TOTAL TITLE III	CASH (=)	1,748,242	2,330,215	3,102,684	2,414,691	144,808	1,412,603		11,153,243
	IN-KIND	0	248,135	381,997	333,953	0	1,831		965,916
14. TOTAL CASH & IN-KIND		1,748,242	2,578,350	3,484,681	2,748,644	144,808	1,414,434		12,119,159

Payment Method: Reimbursement [] Advance [X]

HHS Approved Indirect Cost Rate(s):

AREA PLAN BUDGET APPROVAL

FOR STATE USE ONLY

Program Fiscal Team Analyst:

Date: 11/25/19

Program Fiscal Team Manager:

Date: 11/25/19

* - Must submit allocation plan with Area Plan Budget

TITLE VII, SPECIAL OMBUDSMAN AND TOTAL COSTS SUMMARY

AAA DIRECT SERVICE COST CATEGORIES	BUDGET PERIOD: July 1, 2019 - June 30, 2020		ORIGINAL [X] REVISION #1		CONTRACT NO.: AP-1920-21		DATE: 10/10/19		PSA # 21	
	(a) Ombudsman	(b) Elder Abuse Prev	(c) Title III & VII	(d) PH L&C	(e) SHF Cit. Pen.	(f) Ombudsman SNFQAF	(g) Total Area Plan	(h) Ombudsman	(i) Total	(j) PSA # 21
1. Personnel	CASH	0	26,795	3,474,504	0	0	0	0	3,474,504	0
(+)	IN-KIND	0	0	0	0	0	0	0	0	0
2. Staff Travel	CASH			10,869					10,869	
(+)	IN-KIND			0					0	
3. Staff Training	CASH			0					0	
(+)	IN-KIND			0					0	
4. Property / Equipment	CASH	0	0	0	0	0	0	0	0	0
(+)	IN-KIND			0					0	
5. Vendor / Consultant	CASH			0					0	
(+)	IN-KIND			0					0	
Agreements	CASH			0					0	
(+)	IN-KIND			0					0	
6. Food Costs	CASH			30,000					30,000	
(+)	IN-KIND			0					0	
7. Other Costs	CASH		145	2,405,219					2,405,219	
(+)	IN-KIND			0					0	
8. Allocated Costs*	CASH			0					0	
(+)	IN-KIND			0					0	
9. AREA AGENCY DIRECT COSTS	CASH	0	26,940	5,920,592	0	0	0	0	5,920,592	0
(=)	IN-KIND			0					0	
10. Indirect Costs	CASH			57,605					57,605	
(+)	IN-KIND			0					0	
11. TOTAL AREA AGENCY COSTS	CASH	0	26,940	5,978,197	0	0	0	0	5,978,197	0
(=)	IN-KIND			0					0	
12. Subrecipient Contractor Services	CASH	60,724		5,262,710	20,494	83,595	97,347	5,464,146	965,916	
(+)	IN-KIND			965,916						
13. TOTAL AREA PLAN	CASH	60,724	26,940	11,240,907	20,494	83,595	97,347	11,442,343	965,916	
(=)	IN-KIND			965,916						
14. TOTAL CASH & IN-KIND	CASH	60,724	26,940	12,208,823	20,494	83,595	97,347	12,408,259	965,916	
(=)	IN-KIND									

* - Must submit allocation plan with Area Plan Budget

TITLE III, TITLE VII, AND SPECIAL OMBUDSMAN FUNDING SUMMARY

BUDGET PERIOD: July 1, 2019 - June 30, 2020		[ORIGINAL] [X] REVISION #1		CONTRACT NO.: AP-1920-21		DATE: 10/10/19		PSA # 21	
SECTION A		(a) Area Plan Admin	(b) III B Supportive Svcs	(c) III C-1 Congregate Nutr	(d) III C-2 Home Del Nutr	(e) III D Disease Prev	(f) Family Caregiver	(g) Total Title III	Total Title III
FUNDING SOURCES									
1. Program Income	CASH		1,000	126,040	71,325	0	0	198,365	198,365
2. NSIP	CASH			207,571	250,585			458,156	458,156
3. Intentionally Blank	CASH							0	0
4. Non-Matching Contributions	CASH		0	0	0	0	0	0	0
	IN-KIND		0	0	0	0	0	0	0
5. State Funds	CASH	1,434	341,160	204,860	230,499			777,743	777,743
6. Matching Contributions	CASH	993,183	114,835	160,444	357,546	0	537,095	2,163,103	2,163,103
	IN-KIND	0	248,135	381,997	333,953	0	1,831	965,916	965,916
7. Federal Funding	CASH	753,625	1,900,720	2,403,969	1,504,746	144,808	903,008	7,610,876	7,610,876
	CASH	1,748,242	2,357,715	3,102,684	2,414,691	144,808	1,440,103	11,208,243	11,208,243
8. TOTAL TITLE III FUNDING	IN-KIND	0	248,135	381,997	333,953	0	1,831	965,916	965,916
	IN-KIND	1,748,242	2,605,850	3,484,681	2,748,644	144,808	1,441,934	12,174,159	12,174,159
SECTION B		(h) VII Ombudsman	(i) VII Elder Abuse Prev	(j) Total Title III & VII	(k) Ombudsman PH L&C	(l) Ombudsman SHF Cit. Pen.	(m) Ombudsman SNFQAF	(n) Total Area Plan	Total Area Plan
FUNDING SOURCES									
10. Program Income	CASH		198,365	198,365				198,365	198,365
11. NSIP	CASH		458,156	458,156				458,156	458,156
12. Intentionally Blank	CASH		0	0	0	0	0	0	0
13. Non-Matching Contributions	CASH		0	0	0	0	0	0	0
	IN-KIND		0	0	0	0	0	0	0
14. State Funds	CASH		777,743	777,743	20,494	83,595	97,347	979,179	979,179
15. Matching Contributions	CASH		2,163,103	2,163,103				2,163,103	2,163,103
	IN-KIND		965,916	965,916				965,916	965,916
16. Federal Funding	CASH	60,724	26,940	7,698,540				7,698,540	7,698,540
	CASH	60,724	26,940	11,295,907	20,494	83,595	97,347	11,497,343	11,497,343
17. TOTAL AREA PLAN FUNDING	IN-KIND	0	0	965,916	0	0	0	965,916	965,916
	IN-KIND	60,724	26,940	12,261,823	20,494	83,595	97,347	12,463,259	12,463,259

MATCHING CONTRIBUTIONS & ADEQUATE PROPORTION COMPLIANCE

BUDGET PERIOD: July 1, 2019 - June 30, 2019		ORIGINAL [X] REVISION #1		CONTRACT NO.: AP-1920-21		DATE: 10/10/19		PSA # 21	
SECTION A									
LOCAL PUBLIC AGENCIES MATCHING CONTRIBUTIONS									
Source	Cash	In-Kind	Total	Source	Cash	In-Kind	Total		
County of Riverside General Fund	993,183		993,183	Riverside General Fund & other agency	1,291,300		1,291,300		
			0				0		
			0				0		
			0				0		
			0				0		
TOTAL	993,183	0	993,183	TOTAL	1,291,300	0	1,291,300		

SECTION C									
MINIMUM MATCHING REQUIREMENTS COMPLIANCE									
ITEM	(a) Area Plan Admin	(b) Title III B & III C pooled	(c) Title III E Programs	(d) Total Min Matching					
1. Costs to be Matched	1,746,808	7,361,208	1,441,934	10,549,950					
2. Required Matching Percentages	25%	10.53%	25%						
3. Minimum Required Match	436,702	775,135	380,484	1,572,321					
4. Match Budgeted (from Page 3)	993,183	1,596,910	538,926	3,129,019	<<< Compare to line 3				
5. Required Local Public Agencies Matching = Line 3 x 25%				393,080	<<< Compare to Section B Total				

SECTION D									
ADEQUATE PROPORTION CALCULATION									
Priority Services (Do not include OTO)	Federal Share	Auto-calculated % of Baseline Funding	AAA Approved Percentage from Area Plan						
5. Information & Assistance	421,601								
6. Case Management	209,632								
7. Assisted Transportation	40,298								
8. Transportation	0								
9. Outreach	352,474								
10. Comprehensive Assess.	66,650								
11. Health	0								
12. Mental Health	0								
13. Public Information	41,324								
14. Total Access	1,131,979	61.0%	25.9						
15. Personal Care	90,499								
16. Homemaking	57,316								
17. Chore	0								
18. Visiting	0								
19. Respite Care	0								
20. Alzheimer's Day Care	0								
21. Residential Repairs/Mods.	0								
22. Adult Day/Health Care	78,634								
23. Telephone Reassurance	0								
24. Total In-Home	226,448	12.2%	6.0						
25. Legal Assistance	78,236	4.2%	3.5						

SECTION E									
ADEQUATE PROPORTION CALCULATION FOR PRIORITY SERVICES									
BUDGETED BASELINE FUNDS									
	Amount								
1. Total Supportive Services Federal Share	(+)		1,900,720						
2. Less III B Ombudsman Federal Share	(-)		45,137						
3. Less III B One-Time-Only	(-)		0						
4. Equals III B Supportive Services Base Allocation	(=)		1,855,583						
* Total Priority Service Federal Share Divided by III B Base (line 4)									
* As Approved in the Area Plan									

SECTION F									
OMBUDSMAN MAINTENANCE OF EFFORT CASH FUNDING COMPLIANCE									
Title III B OMBI	State III B OMBI	Title VII OMBI	State Special OMBI	Total OMBI Cash					
45,137	341,180	60,724	201,436	648,457					

TRANSFER REQUESTS

BUDGET PERIOD: July 1, 2019 - June 30, 2021 ORIGINAL REVISION #1 CONTRACT NO.: AP-1920-21 DATE: 10/10/19 PSA # 21

3 Month Federal Baseline Funding Transfer Requests

3 MONTH TRANSFER OF FUNDS REQUEST Transfers allowed in Original Budget only Federal Funds	Current 3 Month Budget Display Allocations	Must Net Zero		New 3 Month Budget Display Allocations	JUSTIFICATIONS Provide justification for YTD Transfers of 3 Month Baseline exceeding: 30% between IIB & IIC or 40% between IIC-1 & IIC-2 Justification:
		Increase	Decrease		
III B Admin				0	
III C-1 Admin				0	
III C-2 Admin				0	
III B Ombudsman				0	
III B Program				0	
III C-1 Program				0	
III C-2 Program				0	
III E Admin				0	
III E Program				0	
NSIP C-1 Congr Program				0	
NSIP C-2 Home Del Program				0	

9 Month Federal Baseline Funding Transfer Requests

9 MONTH TRANSFER OF FUNDS REQUEST Do Not Include OTO Federal Funds	Current 9 Month Budget Display Baseline Alloc.	Must Net Zero		New 9 Month Budget Display Baseline Alloc.	JUSTIFICATIONS Provide justification for YTD Transfers of 9 Month Baseline exceeding: 30% between IIB & IIC or 40% between IIC-1 & IIC-2 Justification:
		Increase	Decrease		
III B Admin				0	
III C-1 Admin				0	
III C-2 Admin				0	
III B Ombudsman				0	
III B Program				0	
III C-1 Program				0	
III C-2 Program				0	
III E Admin				0	
III E Program				0	
NSIP C-1 Congr Program				0	
NSIP C-2 Home Del Program				0	

12 Month Allocated State Funding Transfers

12 MONTH TRANSFER OF FUNDS REQUEST Current 12 Month Budget Display Allocations	Must Net Zero		New 12 Month Budget Display Allocations	JUSTIFICATIONS Provide justification for YTD Transfers of 9 Month Baseline exceeding: 30% between IIB & IIC or 40% between IIC-1 & IIC-2 Justification:
	Increase	Decrease		
State B Ombudsman			0	
State C-1 Admin			0	
State C-1 Program			0	
State C-2 Admin			0	
State C-2 Program			0	

SCHEDULE OF PAID PERSONNEL COSTS ADMIN & TITLE III DIRECT PROGRAM SERVICES

POSITION CLASSIFICATION	Annual FTE Wage Rate	FTE %	ORIGINAL REVISION #1			CONTRACT NO.: AP-1920-21			DATE: 10/10/19			PSA # 21 Total Title III
			FTE %	Direct III B	FTE %	Direct III C-1	FTE %	Direct III D	FTE %	Direct III E	FTE %	
Director (JLee)	176,081	36.75%	64,710	36.00%	63,389	0	0	0	0	0	0	128,099
Dep. Dir. Admin (RRoman)	130,615	40.50%	52,899	25.00%	32,654	13,062	5.00%	6,531	0	0	0	105,146
Acct. Tech I (A.Wheidon)	55,028	37.50%	20,636	0	0	0	0	0	0	0	0	20,636
Adm. Analyst Serv II (Lstarsev)	76,545	75.00%	57,409	0	0	0	0	0	0	0	0	57,409
Acct. Asst. II (Vacant)	37,012	75.00%	27,759	0	0	0	0	0	0	0	0	27,759
Accountant II (NNPerry)	72,073	69.75%	50,271	0	0	0	0	0	0	0	0	50,271
Accountant I (Sjallow)	51,821	75.00%	38,866	0	0	0	0	0	0	0	0	38,866
Sr. Accountant (Rhnestroza)	78,002	68.25%	53,236	0	0	0	0	0	0	0	0	53,236
Supv. Accountant (Bchristianson)	72,376	68.25%	49,397	0	0	0	0	0	0	0	0	49,397
Acct. Tech I (S.Martin)	43,148	72.00%	31,067	0	0	0	0	0	0	0	0	31,067
Executive Assistant I (R.Emblem)	51,519	75.00%	38,639	0	0	0	0	0	0	0	0	38,639
ODA Program Specialist (SCallin)	55,210	26.25%	14,493	30.00%	16,563	0	0	0	0	0	0	31,056
Office Assistant II (Vacant)	30,784	75.00%	23,088	0	0	0	0	0	0	0	0	23,088
Contract & Svcs Officer (KJones)	92,146	15.00%	13,822	30.00%	27,644	27,644	30.00%	13,822	13,822	15.00%	13,822	82,932
Nutritionist (Vsaatsaz)	49,234	0	0	37.50%	18,463	18,463	37.50%	18,463	0	0	0	36,926
Sr. Citizen Nutr Prgm Assist. (JGra)	35,385	0	0	50.00%	17,693	17,693	50.00%	17,693	0	0	0	35,386
Sr. Citizen Nutr Site Mgr (GRuiz)	38,230	0	0	50.00%	19,115	19,115	50.00%	19,115	0	0	0	38,230
Sr. Citizen Nutr Prgm Assist (Vaca)	29,285	0	0	50.00%	14,643	14,643	50.00%	14,643	0	0	0	29,286
Admin Services Analyst II (KWindk)	62,914	0	0	50.00%	31,457	31,457	50.00%	31,457	0	0	0	62,914
Social Svc Pract III (LWhitesell)	53,813	0	0	0	0	0	0	0	0	100.00%	53,813	53,813
Sr. Supv Program (SGeist)	81,494	0	0	50.00%	40,747	25.00%	20,374	20,374	25.00%	0	0	81,495
ODA Service Assistant (E.Martinez)	43,016	7.50%	3,226	45.00%	19,357	0	0	0	10.00%	4,302	0	26,885
ODA Program Specialist II (GTapi)	76,779	0	0	50.00%	38,390	0	0	0	50.00%	38,390	0	76,780
Dep Dir Senior Programs (GRobbi)	137,749	0	0	60.00%	82,649	0	0	0	0	0	0	112,954
Supervisor Prog Spec (JBell)	89,235	0	0	100.00%	89,235	0	0	0	0	22.00%	30,305	89,235
ODA Program Specialist II (BPries)	76,779	0	0	43.00%	33,015	0	0	0	10.00%	7,678	0	40,693
Health Education Asst II (Lluppind)	57,360	0	0	0	0	23.00%	13,193	33.00%	18,929	2,294	0	34,416
ODA Service Assistant (JBarba)	34,823	0	0	45.00%	15,670	0	0	0	10.00%	3,482	15,670	34,822
ODA Service Assistant (Vacant)	32,915	0	0	50.00%	16,458	50.00%	16,458	0	0	0	0	32,916
Supervisor Prog Spec (RDar-Khar)	90,820	0	0	65.00%	59,033	0	0	0	15.00%	13,623	80.0%	72,656
Office Assistant III (BWormack)	49,525	0	0	55.00%	27,239	0	0	0	20.00%	9,905	75.0%	37,144
ODA Service Assistant (Mhenders)	47,013	0	0	54.00%	25,387	0	0	0	0	0	54.0%	25,387
ODA Service Assistant (EAPelayo)	36,427	0	0	58.00%	21,128	0	0	0	42.00%	15,299	100.0%	36,427
TOTAL SALARIES			525,696		578,278	192,102		191,307		56,146		1,695,966
PAYROLL TAXES												0
EMPLOYEE BENEFITS			265,601		279,590	104,291		104,379		27,952		869,574
TOTAL PAID PERSONNEL COSTS			791,297		857,868	296,393		295,686		84,098		2,565,540

See below for additional personnel lines if needed

For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

SCHEDULE OF PAID PERSONNEL COSTS TITLE III, TITLE VII, AND SPECIAL OMBUDSMAN DIRECT PROGRAM SERVICES

BUDGET PERIOD: July 1, 2019 - June 30, 2020	POSITION CLASSIFICATION	Annual FTE	Wage Rate	ORIGINAL REVISION #1		CONTRACT NO.: AP-1920-21		DATE: 10/10/19		PSA # 21		
				FTE	%	FTE	%	FTE	%	FTE	%	FTE
	Director (JLee)	178,081			72.8%						128,099	72.8%
	Dep. Dir. Admin (RRoman)	130,615			80.5%						105,146	80.5%
	Acct. Tech I (A.Wheldon)	55,028			37.5%						20,636	37.5%
	Adm. Analyst Serv II (Lstarsev)	78,545			75.0%						57,409	75.0%
	Acct. Asst. II (Vacant)	37,012			75.0%						27,759	75.0%
	Accountant II (NINPerry)	72,073			68.8%						50,271	68.8%
	Accountant I (Sjallow)	51,821			75.0%						38,866	75.0%
	Sr. Accountant (Rhinesstroza)	78,002			68.3%						53,236	68.3%
	Supv. Accountant (Bchristianson)	72,376			68.3%						49,397	68.3%
	Acct. Tech I (S.Martin)	43,148			72.0%						31,067	72.0%
	Executive Assistant I (R.Emblem)	51,518			75.0%						38,639	75.0%
	OOA Program Specialist (SCarlin)	55,210			56.3%						31,056	56.3%
	Office Assistant II (Vacant)	30,784			75.0%						23,088	75.0%
	Contract & Svcs Officer (KJos)	92,146			90.0%						82,932	90.0%
	Nutritionist (VStasiaz)	49,234			75.0%						36,926	75.0%
	Sr. Citizen Nutr Prgm Assait (JGra)	35,385			100.0%						35,386	100.0%
	Sr. Citizen Nutr Site Mgr (CRuz)	38,230			100.0%						38,230	100.0%
	Sr. Citizen Nutr Prgm Assait (Vaca)	29,285			100.0%						29,286	100.0%
	Admin Services Analyst II (KWindr)	62,814			100.0%						62,914	100.0%
	Social Svc Pract III (LWhitesell)	53,813			100.0%						53,813	100.0%
	Sr. Supv Program (SGeist)	81,484			100.0%						81,495	100.0%
	OOA Service Assaitant (E.Martine)	43,016			62.5%						26,885	62.5%
	OOA Program Specialist II (GTapi)	76,779			100.0%						76,780	100.0%
	Dep Dir Senior Programs (GRobbi)	137,749			82.0%						112,954	82.0%
	Supervisor Prog Spec (JBell)	89,235			100.0%						89,235	100.0%
	OOA Program Specialist II (BPries)	76,778			53.0%						40,693	53.0%
	Health Education Asst II (LLupping)	57,360			60.0%						34,416	60.0%
	OOA Service Assaitant (JBarba)	34,823			100.0%						34,822	100.0%
	OOA Service Assaitant (Vacant)	32,915			100.0%						32,916	100.0%
	Supervisor Prog Spec (RBar-Khar)	90,820			80.0%						72,656	80.0%
	Office Assistant III (BWomack)	49,525			75.0%						37,144	75.0%
	OOA Service Assaitant (MHenders)	47,013		36.0%	90.0%						42,312	90.0%
	OOA Service Assaitant (EAPelayo)	36,427			100.0%						36,427	100.0%
	0	0			0.0%						0	0.0%
	TOTAL SALARIES			0	16,925			0		1,712,891	0	1,712,891
	PAYROLL TAXES											
	EMPLOYEE BENEFITS			0	9,870					879,444		879,444
	TOTAL PAID PERSONNEL COSTS			0	28,795			0		2,592,335	0	2,592,335

See below for additional personnel lines if needed

For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

SCHEDULE OF DIRECT (III B) SUPPORTIVE SERVICES, OMBUDSMAN AND OTHER SERVICES

SERVICE CATEGORIES	ORIGINAL [X] REVISION #1		CONTRACT NO.: AP-1920-21		DATE: 10/10/19		PSA # 21	
	(a) Total Budgeted Costs	(b) Program Income	(c) Cash	(d) In-Kind	(e) Non-Matching Contributions	(f) Cash	(g) In-Kind	(h) Federal Share
Supportive Services:								
Personal Care (In-Home)*								0
Homemaker (In-Home)*								0
Chore (In-Home)*								0
Adult Day/Health Care (In-Home)*								0
Case Management (Access)*	211,439					1,807		209,632
Assisted Transportation (Access)*								0
Transportation (Access)*								0
Legal Assistance*								0
Information & Assistance (Access)*	459,618					38,017		421,601
Outreach (Access)*	352,474							352,474
Ombudsman								0
Other Support Services:								
Program Development	31,141							31,141
Coordination	253,655							253,655
CARS Data Reporting								0
Alzheimer's Day Care (In-Home)*								0
Comprehensive Assessment (Access)*	66,650							66,650
Health (Access)*								0
Mental Health (Access)*								0
Public Information (Access)*	41,324							41,324
Residential Repairs/Modifications (In-Home)*								0
Respite Care (In-Home)*								0
Telephone Reassurance (In-Home)*								0
Visiting (In-Home)*								0
Cash/Material Aid	41,166							41,166
Community Education	58,456							58,456
Disaster Preparedness Materials								0
Employment								0
Housing								0
Interpretation/Translation								0
Mobility Management								0
Peer Counseling								0
Personal Affairs Assistance								0
Personal/Home Security								0
Registry								0
Senior Center Activities								0
Emergency Preparedness								0
Senior Center Staffing								0
Total IIB Other Support Services	492,392	0	0	0	0	0	0	492,392
Total Direct IIB	1,515,923	0	0	0	0	39,824	0	1,476,099

*Denotes Priority Services

SCHEDULE OF SUBRECIPIENT CONTRACTED (III B) SUPPORTIVE SERVICES, OMBUDSMAN AND OTHER SERVICES

SERVICE CATEGORIES	BUDGET PERIOD: July 1, 2019 - June 30, 2020		ORIGINAL [X] REVISION #1		CONTRACT NO.: AP-1920-21		DATE: 10/10/19		PSA # 21	
	(a) Total Budgeted Costs	(b) Program Income	(c) Cash	(d) Non-Matching Contributions	(e) State Funds	(f) Cash	(g) In-Kind	(h) Matching Contributions	(i) Federal Share	
Supportive Services:										
Personal Care (In-Home)*	103,655							13,156		90,499
Homemaker (In-Home)*	67,105							9,789		57,316
Chore (In-Home)*										0
Adult Day/Health Care (In-Home)*	94,159							14,797	728	78,634
Case Management (Access)*									229,457	40,298
Assisted Transportation (Access)*	269,755									0
Transportation (Access)*										0
Legal Assistance*	86,818	1,000						7,562		78,238
Information & Assistance (Access)*										0
Outreach (Access)*										0
Ombudsman	386,297				341,160					45,137
Other Support Services:										
Alzheimer's Day Care (In-Home)*										0
Comprehensive Assessment (Access)*										0
Health (Access) *										0
Mental Health (Access) *										0
Public Information (Access)*										0
Residential Repairs/Modifications (In-Home)*										0
Respite Care (In-Home)*										0
Telephone Reassurance (In-Home)*										0
Visiting (In-Home)*										0
Cash/Material Aid										0
Community Education										0
Disaster Preparedness Materials										0
Employment										0
Housing										0
Interpretation/Translation										0
Mobility Management										0
Peer Counseling										0
Personal Affairs Assistance										0
Personal/Home Security										0
Registry										0
Senior Center Activities	82,138							29,667	17,950	34,501
Emergency Preparedness										0
Senior Center Staffing										0
Total Contracted III B Other Supp Svcs	82,138	0	0	0	0	0	0	29,667	17,950	34,501
Total Contracted III B	1,089,927	1,000	0	0	341,160	0	0	75,011	248,135	424,621
Total Direct III B (from Page 9)	1,515,923	0	0	0	0	0	0	39,824	0	1,475,099
Total III B	2,605,850	1,000	0	0	341,160	0	0	114,835	248,135	1,900,720

*Denotes Priority Services

SCHEDULE OF (III C-1 & III C-2) NUTRITION AND (III D) DISEASE PREVENTION & HEALTH PROMOTION PROGRAMS

BUDGET PERIOD July 1, 2019 - June 30, 2020		ORIGINAL [X] REVISION #1		CONTRACT NO.: AP-1920-21		DATE: 10/10/19		PSA # 21								
SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	(c) NSIP	(d) Intentionally Blank		(e) Cash		(f) In-Kind		(g) State Funds		(h) Cash		(i) In-Kind		Federal Share
III C-1 Congregate Programs																
Direct III C-1																
Congregate Meals	963,390	4,000														959,390
Nutrition Counseling																0
Nutrition Education	26,475															26,475
Total Direct III C-1	989,865	4,000	0	0	0	0	0	0	0	0	0	0	0	0	0	985,865
Subrecipient Contracted III C-1 Services																
Congregate Meals	2,494,816	122,040	207,571								204,660		160,444		381,997	1,418,104
Nutrition Counseling																0
Nutrition Education																0
Total Contracted III C-1	2,494,816	122,040	207,571								204,660		160,444		381,997	1,418,104
Total III C-1	3,484,681	126,040	207,571	0	0	0	0	0	0	0	204,660	0	160,444	0	381,997	2,403,969
III C-2 Home Delivered Programs																
Direct III C-2																
Home-Delivered Meals	416,745															416,745
Nutrition Counseling																0
Nutrition Education	23,122															23,122
Total Direct III C-2	439,867	0	0	0	0	0	0	0	0	0	0	0	0	0	0	439,867
Subrecipient Contracted III C-2 Services																
Home-Delivered Meals	2,308,777	71,325	250,585								230,489		357,546		333,953	1,064,878
Nutrition Counseling																0
Nutrition Education																0
Total Contracted III C-2	2,308,777	71,325	250,585	0	0	0	0	0	0	0	230,489	0	357,546	333,953	1,064,878	
Total III C-2	2,748,644	71,325	250,585	0	0	0	0	0	0	0	230,489	0	357,546	333,953	1,504,746	
III D Disease Prevention & Health Promotion Program																
Direct III D																
Dis Prev & Health Promotion	144,808															144,808
Subrecipient Contracted III D Services																
Disease Prev & Health Promotion		0														0
Total III D	144,808	0	0	0	0	0	0	0	0	0	0	0	0	0	0	144,808

SCHEDULE OF FAMILY CAREGIVER SUPPORT PROGRAM SERVICES (III E)

CATEGORIES	E BUDGET PERIOD: July 1, 2019 - June 30, 2020		ORIGINAL [X] REVISION #1		CONTRACT NO.: AP-1920-21		DATE: 10/10/19		PSA # 21	
	(a) Total Budgeted Costs	(b) Program Income	(c) Cash	(d) Non-Matching Contributions	(e) State Funds	(f) Cash	(g) In-Kind	(h) Matching Contributions	(i) In-Kind	(j) Federal Share
Direct III E Family Caregivers										
Information Services	175,892									175,892
Access Assistance	218,410									218,410
Support Services	688,827					446,199				242,628
Respite Care	9,770									9,770
Supplemental Services	4,070									4,070
Total Direct III E Family Caregivers	1,096,969	0	0	0		446,199	0	0	0	650,770
Direct III E Grandparents										
Information Services	28,835									28,835
Access Assistance	11,449									11,449
Support Services	30,299									30,299
Respite Care										0
Supplemental Services										0
Total Direct III E Grandparents	70,583	0	0	0		0	0	0	0	70,583
Total Direct III E	1,167,552	0	0	0		446,199	0	0	0	721,353
Subrecipient Contracted III E Family Caregiver										
Information Services										0
Access Assistance										0
Support Services	139,461					52,944		1,831		84,686
Respite Care	134,921					37,952				96,969
Supplemental Services										0
Total Contracted III E Family Caregivers	274,382	0	0	0		90,896	0	1,831	0	181,655
Subrecipient Contracted III E Grandparents										
Information Services										0
Access Assistance										0
Support Services										0
Respite Care										0
Supplemental Services										0
Total Contracted III E Grandparents	0	0	0	0		0	0	0	0	0
Total Subrecipient Contracted III E	274,382	0	0	0		90,896	0	1,831	0	181,655
Total III E	1,441,934	0	0	0		537,095	0	1,831	0	903,008

BUDGETED FEDERAL ONE-TIME-ONLY

BUDGET PERIOD: July 1, 2019 - June 30, 2020		ORIGINAL [X] REVISION #1		CONTRACT NO.: AP-1920-21		DATE: 10/10/19		PSA # 21			
Instructions: This is not a separate budget for One-Time-Only. Include OTO costs listed below on all support pages.											
SERVICE CATEGORIES	(a) Baseline Services	(b) Equipment	(c) Home & Comm-Based Projects*	(d) Innovative Pilot Projects*	(e) Total OTO	SERVICE CATEGORIES	(f) Baseline Services	(g) Equipment	(h) Home & Comm-Based Projects*	(i) Innovative Pilot Projects*	Total OTO
III B						III C-2					
Personal Care	0				0	Home-Delivered Meals					0
Homemaker	0				0	Nutrition Counseling					0
Chore	0				0	Nutrition Education					0
Adult Day/Health Care	0				0	NSJP					0
Case Management	0				0	Total III C-2 OTO	0	0	0	0	0
Assisted Transportation	0				0				Home & Comm-Based Projects*	Innovative Pilot Projects*	0
Transportation	0				0						0
Legal Assistance	0				0	III D	Baseline Services	Equipment			Total OTO
Information & Assistance	0				0	No Longer Used					0
Outreach	0				0	No Longer Used					0
Ombudsman	0				0	Dis. Prev & Health Prom					0
Alzheimer's Day Care	0				0	Total III D OTO	0	0	0	0	0
Comprehensive Assessment	0				0						0
Health	0				0						0
Mental Health	0				0				Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO
Public Information	0				0	III E Family Caregivers	Baseline Services	Equipment			Total OTO
Residential Repairs/Mods.	0				0	Information Services					0
Respite Care	0				0	Access Assistance					0
Telephone Reassurance	0				0	Support Services					0
Visiting	0				0	Respite Care					0
					0	Supplemental Services					0
					0	Total Family Caregivers	0	0	0	0	0
					0	III E Grandparents					0
					0	Information Services					0
					0	Access Assistance					0
CARS Data Reporting	0				0	Support Services					0
Total III B OTO	0	0	0	0	0	Respite Care					0
					0	Supplemental Services					0
III C-1	Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO	Total Grandparents	0	0	0	0	0
Congregate Meals	0				0	Total III E OTO	0	0	0	0	0
					0				Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO
					0						0
					0						0
					0						0
Nutrition Counseling					0						0
Nutrition Education					0						0
NSJP					0	VII	Baseline Services	Equipment	Comm-Based Projects*	Pilot Projects*	Total OTO
Total III C-1 OTO	0	0	0	0	0	Ombudsman (VIIa)					0
					0	Elder Abuse Prev (VIIb)					0

* Home & Comm-Based Projects and Innovative Pilot Projects Require Prior Approval
Please submit CDA 1031 for all OTO Projects budgeted



PROPERTY/EQUIPMENT JUSTIFICATION

BUDGET PERIOD: July 1, 2019 - June 30, 2020		ORIGINAL <input checked="" type="checkbox"/> REVISION #1	CONTRACT NO.: AP-1920-21	DATE: 10/10/19	PSA # 21	
ITEM DESCRIPTION	CONTRACTOR NAME	PURPOSE/JUSTIFICATION/ALLOCATION Property / Equipment with a per unit price of \$500 or more requires CDA approval	PER UNIT COST	QTY	FUNDING USED	TOTAL COST
AAA ADMIN AND DIRECT SERVICE PROPERTY / EQUIPMENT						
TOTAL AAA PROPERTY / EQUIPMENT PURCHASES						0

SUBRECIPIENT CONTRACTOR PROPERTY / EQUIPMENT

ITEM DESCRIPTION	CONTRACTOR NAME	PURPOSE/JUSTIFICATION/ALLOCATION	PER UNIT COST	QTY	FUNDING USED	TOTAL COST
Laptops (4)	Council on Aging - Southern California	Ombudsman employee needs laptop computers so they can enter data from the field instead of the office.	1,800	4	OMB SHF Cit Penalty	7,200
Desktop (1)	Council on Aging - Southern California	Volunteer Ombudsman employee needs a desktop at their location instead of driving to office.	900	1	OMB SHF Cit Penalty	900
TOTAL SUBRECIPIENT CONTRACTOR PROPERTY / EQUIPMENT						8,100
TOTAL PROPERTY / EQUIPMENT BUDGETED						8,100

See below for more pages if needed