

**AGREEMENT OF FISCAL AGENT SERVICES  
BETWEEN  
AREA 4 AGENCY ON AGING (PSA 4)  
AND  
NAPA/SOLANO AREA AGENCY ON AGING (PSA 28)  
AND  
OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN**

This Agreement dated July 1, 2019 between AREA 4 AGENCY ON AGING (PSA 4) (hereinafter referred to as "PSA 4") and NAPA/SOLANO AREA AGENCY ON AGING (PSA 28), (hereinafter referred to "PSA 28"), and STATE OMBUDSMAN (OSLTCO).

The term of this Agreement from July 1, 2019 to June 30, 2020, subject, however, to earlier termination as provided herein. No expenditure or obligation for the funding allocation for the July 1, 2019 through June 30, 2020 period may be incurred after June 30, 2020.

**PURPOSE**

The purpose of this Agreement is for PSA 4 to act as PSA 28's fiscal agent by managing PSA 28's general administrative expenses for the Napa Ombudsman Program.

**INSURANCE OR SELF-INSURANCE**

All applicable insurance coverage is provided by PSA 28, except for Workers Compensation. PSA 4 is the employee of record and Workers Compensation coverage and costs will be provided by PSA 4.

**OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN (OSLTCO)**

Office of the State Long-Term Care Ombudsman shall be responsible for the management of the day-to-day operations of the programs and supervision of the Ombudsman Program Coordinator.

**PSA 4 as Fiscal Agent for the Napa Ombudsman Program shall:**

- Provide fiscal oversight for the Napa Ombudsman Program including, but not limited to:
  - Process payment to building owner for leased space occupied by the Napa Ombudsman program.
  - Process payment of applicable utilities.
  - Reimbursement of mileage for Napa Ombudsman employees.
  - Payroll services to employees of the Napa Ombudsman Program to include W/C coverage and applicable benefits to qualifying employees.
- Process Monthly Financial Reports (MFR's).
- Complete fiscal Closeout reporting documentation for the contract period.
- Complete and oversee program budgets, including budget revisions as necessary.
- Maintain property records for the Napa Ombudsman program.
- Account for any donations/contributions to the Napa Ombudsman program.

**PSA 28 shall:**

- provide supervision and programmatic oversight to the Napa County Ombudsman Program.
- ensure that the Local Ombudsman Program operates in accordance with policies and procedures by OSLTCO.
- receives the closeout reporting documentation by the 15<sup>th</sup> day following the completion of the agreement.
- prepare all reporting to the California Department of Aging.
- maintain equipment in accordance with the OSLTCO and CDA guidelines.
- Reimburse PSA 4 within 90 days of receipt of the Monthly Financial Report (MFR).

All other Terms & Conditions of the agreement between CDA and PSA 28 are the responsibility of PSA 28.

**State Ombudsman office shall:**

- Act as the Supervisor of Record for the Napa Ombudsman program staff, which oversees general expenses, not limited to reviewing documents for reasonable program costs, mileage reports, expense reports, and timesheets.

**ASSIGNMENT**

The agreement will be effective July 1, 2019. By their signatures below, both PSA 28 and PSA 4, agree to the conditions listed above for the period of July 1, 2019 through June 30, 2020.

**TERMINATION**

Either party may terminate this Agreement without cause by providing notice of said termination in writing thirty (30) days prior to the proposed termination date. Notice shall be deemed served on the date of mailing.

**NOTICES**

All notices to PSA 4 shall be addressed or emailed to it at:

Area 4 Agency on Aging  
Attention: Pam Miller, Executive  
Director 1401 El Camino Avenue - 4th  
Floor Sacramento, CA 95815  
Email: [contracts@agencyonaging4.org](mailto:contracts@agencyonaging4.org)  
Phone: 916/486-1876

and all notices to PSA 28 shall be addressed or emailed to it at:

Solano County Health & Social  
Services  
Older & Disabled Adult Services  
275 Beck Avenue  
Fairfield, CA 94533  
Attention: Joyce Goodwin, RN, MSN  
Email: [jgoodwin@solanocounty.com](mailto:jgoodwin@solanocounty.com)  
Phone: 707.784.8203 (Direct)

**GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

AREA 4 AGENCY ON AGING

OFFICE OF STATE LONGTERM CARE  
OMBUDSMAN

*Pam Miller* 

Pamela Miller  
Executive Director

07/19/2019  
04:21 PM EDT  
Date: \_\_\_\_\_

*Joseph  
Rodrigues* 

Joseph Rodrigues  
State Long-Term Care Ombudsman

07/22/2019  
11:26 AM EDT  
Date: \_\_\_\_\_

PSA 28 NAPA/SOLANO  
AREA AGENCY ON AGING

COUNTY OF SOLANO

*Joyce Goodwin* 

Joyce Goodwin  
Executive Director

07/22/2019  
05:33 PM EDT  
Date: \_\_\_\_\_

\_\_\_\_\_  
Birgitta E. Corsello  
County Administrator

Date: \_\_\_\_\_

**EXHIBIT B  
BUDGET  
Funding Summary**

<b>Funding Source</b>	<b>Contract Amount for 12 Months</b>
Title IIIB	\$22,214
Title VIIA	29,885
Title VII Elder Abuse	7,301
General Fund	61,998
Public Health L&C Program Fund	2,192
State Health Facilities Citation Penalties Fund	8,004
SNF Quality Assurance & Accountability Fund	10,410
<b>Contract Total</b>	<b>\$142,004</b>

**Exhibit B-1 – Budget Display**

PSA28 NS AAA – Service Provider Budget (includes provider match): **PSA 4 Greater Sacramento Ombudsman Services – Napa County**

**BUDGETED COSTS**

CONTRACT PERIOD: 07/01/2019 - 06/30/2020		<input checked="" type="checkbox"/> ORIGINAL		REVISION #		CONTRACT NO.:		DATE: 7/11/19
COST CATEGORIES		(a) III B Ombudsman	(b) VIIa & EAP Ombudsman	IIIB General Fund	(c) PH L&C Ombudsman	(d) SHF Cit. Penalties Ombudsman	(e) SNFQAF Ombudsman	(f) Total Costs
1. Personnel	CASH	17,282	28,934	48,242	1,705	6,232	8,099	110,494
2. Volunteers (+)	IN-KIND							0
3. Staff Travel	CASH	228	382	637	22	82	107	1,458
(+)	IN-KIND							0
4. Staff Training	CASH							0
(+)	IN-KIND							0
5. Equipment	CASH	0	0	0	0	0	0	0
(+)	IN-KIND							0
6. Vendor/Consultants	CASH							0
(+)	IN-KIND							0
7. Food Costs	CASH							0
(+)	IN-KIND							0
8. Other Costs	CASH	4,704	7,870	13,119	465	1,690	2,204	30,052
(+)	IN-KIND							0
9. TOTAL DIRECT COSTS	CASH	22,214	37,186	61,998	2,192	8,004	10,410	142,004
(=)	IN-KIND	0	0		0	0	0	0
10. Indirect Costs	CASH							0
(+)	IN-KIND							0
11. TOTAL COSTS	CASH	22,214	37,186	61,998	2,192	8,004	10,410	142,004
(=)	IN-KIND	0	0		0	0	0	0
12. Subcontracted	CASH							0
Services Costs (+)	IN-KIND							0
13. TOTAL OMBUDSMAN & ELDER ABUSE COSTS	CASH	22,214	37,186	61,998	2,192	8,004	10,410	142,004
(=)	IN-KIND	0	0		0	0	0	0
14. TOTAL CASH & IN-KIND		22,214	37,186	61,998	2,192	8,004	10,410	142,004

**BUDGETED FUNDING**

CONTRACT PERIOD: 07/01/2019 - 06/30/2020		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #		CONTRACT NO.:		DATE:	
SECTION A FUNDING SOURCES		(a) III B Ombudsman	(b) VIIa & EAP Ombudsman	(c) PH L&C Ombudsman	(d) SHF Cit. Penalties Ombudsman	(e) SNFQAF Ombudsman	(g) Total Funding
1. Program Income	CASH						0
2. Special State Funds	CASH						0
3. Non-Matching Contributions	CASH						0
	IN-KIND						0
4. State General Funds	CASH	61,998		2,192	8,004	10,410	82,604
5. Matching Contributions	CASH						0
	IN-KIND						0
6. Federal Funding	CASH	22,214	37,186				59,400
7. TOTAL OMBUDSMAN & ELDER ABUSE FUNDING	CASH	84,212	37,186	2,192	8,004	10,410	142,004
	IN-KIND	0	0	0	0	0	0
8. TOTAL CASH & IN-KIND		84,212	37,186	2,192	8,004	10,410	142,004

## SCHEDULE OF PAID PERSONNEL COSTS

CONTRACT PERIOD: 07/01/2019 - 06/30/2020											[ X ] ORIGINAL [ ] REVISION #		CONTRACT NO.:			DATE: 7/11/19	
POSITION CLASSIFICATION	Annual FTE Wage Rate	FTE %	(a) IIBB Ombudsman	FTE %	(b) VIIa & EAP Ombudsman	FTE %	IIBB Gen Fund	FTE %	(c) PH L&C Ombudsman	FTE %	(d) SHF CIt. Penalties Ombudsman	FTE %	(e) SNFQAF Ombudsman	FTE %	Total Title III		
Program Coordinator	39,152	15.64 %	6,123	26.19 %	10,254	43.66 %	17,094	1.54 %	603	5.64 %	2,208	7.33 %	2,870	100%	39,152		
Staff Ombudsman	17,192	15.64 %	2,688	26.19 %	4,503	43.66 %	7,506	1.54 %	265	5.64 %	970	7.33 %	1,260	100%	17,192		
Staff Ombudsman	16,684	15.64 %	2,609	26.19 %	4,370	43.66 %	7,284	1.54 %	257	5.64 %	941	7.33 %	1,223	100%	16,684		
Administrative Asst	15,452	15.64 %	2,417	26.19 %	4,047	43.66 %	6,746	1.54 %	238	5.64 %	871	7.33 %	1,133	100%	15,452		
Accountant	24,332	0.47%	114	0.78%	191	1.31%	319	0.05 %	11	0.17 %	41	0.22 %	54	3%	730		
Accountant/Auditor	62,456	0.47%	293	0.79%	491	1.31%	818	0.05 %	29	0.17 %	106	0.22 %	137	3%	1,874		
Accounting Technician - A/P	49,150	0.47%	231	0.79%	386	1.31%	644	0.05 %	23	0.17 %	83	0.22 %	108	3%	1,475		
Accounting Technician - PR	45,180	0.47%	212	0.79%	355	1.31%	592	0.05 %	21	0.17 %	76	0.22 %	99	3%	1,355		
Controller	75,144	0.47%	353	0.79%	590	1.31%	984	0.05 %	35	0.17 %	127	0.22 %	165	3%	2,254		
Fiscal Services Administrator	80,446	0.47%	378	0.78%	628	1.31%	1,054	0.05 %	40	0.17 %	137	0.22 %	177	3%	2,414		
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**SPECIAL OMBUDSMAN (PH L&C, SHF Cit. Penalties, SNFQAF), AND ELDER ABUSE (VII)**

CONTRACT PERIOD: 07/01/2019 - 06/30/2020		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #		CONTRACT NO.:		DATE:			
SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	(c) NSIP	Non-Matching Contributions		(f) State General Funds	Matching Contributions		(i) Federal Share
				(d) Cash	(e) In-Kind		(g) Cash	(h) In-Kind	
III OMBUDSMAN									
IIIB OMBUDSMAN	84,212					61,998			22,214
Total FED. OMBUDSMAN	84,212	0	0	0	0	61,998	0	0	22,214
VII OMBUDSMAN									
VIIa OMBUDSMAN	29,885								29,885
VII ELDER ABUSE	7,301								7,301
Total FED VII OMBUDSMAN	37,186	0	0	0	0	0	0	0	37,186
SPECIAL OMBUDSMAN									
PH L&C OMBUDSMAN	2,192					2,192			0
SHF Cit. Pen. OMBUDSMAN	8,004					8,004			0
SNFQAF OMBUDSMAN	10,410					10,410			0
TOTAL SPECIAL OMBUDS.	20,606	0	0	0	0	20,606	0	0	0