

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: AGING & VETERANS

BOARD AGENDA # *B-1

Urgent Routine X

AGENDA DATE August 14, 2001

CEO Concurs with Recommendation YES phx NO
(Information Attached)

4/5 Vote Required YES NO X

SUBJECT: APPROVAL OF OLDER AMERICANS ACT (OAA) CONTRACTS #FF-0102-30 AND #TV-0102-30 AND OLDER CALIFORNIANS ACT STATE DISCRETIONARY FUNDED AGING PROGRAMS CONTRACT #CB-0102-30 WITH THE CALIFORNIA DEPARTMENT OF AGING; AND APPROVAL OF GRANT AGREEMENTS WITH CONTRACTING SERVICE PROVIDERS, FISCAL YEAR 2001-2002

STAFF
RECOMMEN-
DATIONS:

- 1) AUTHORIZE THE DIRECTOR OF THE DEPARTMENT OF AGING AND VETERANS SERVICES (AREA AGENCY ON AGING) TO SIGN GRANT AGREEMENTS AND ANY SUBSEQUENT AMENDMENTS TO AGREEMENTS #FF-0102-30, #TV-0102-30 AND #CB-0102-30 WITH THE CALIFORNIA DEPARTMENT OF AGING, FISCAL YEAR 2001-2002.
- 2) AUTHORIZE THE DIRECTOR OF THE DEPARTMENT OF AGING AND VETERANS SERVICES (AREA AGENCY ON AGING) TO SIGN GRANT AWARD AGREEMENTS AND ANY SUBSEQUENT AMENDMENTS FOR OLDER AMERICANS ACT AND OLDER CALIFORNIANS ACT SERVICES WITH CONTRACTING SERVICE PROVIDERS, FOR FISCAL YEAR 2001-2002.

FISCAL
IMPACT:

Total funding available to provide Older Americans Act and Older Californians Act discretionary funded aging programs for fiscal year 2001-2002 is \$2,015,671. Of this amount, \$1,725,231 will be contracted out to various local service providers. The minimum required match for each program will be met by the contracting providers. The Area Agency on Aging will receive \$290,440 for administration and oversight of the programs.

(Continued next page)

BOARD ACTION AS FOLLOWS:

No. 2001-602

On motion of Supervisor Caruso , Seconded by Supervisor Blom
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

Christine Ferraro

File No.

APPROVAL OF OLDER AMERICANS ACT (OAA) CONTRACTS #FF-0102-30 AND #TV-0102-30 AND OLDER CALIFORNIANS ACT STATE DISCRETIONARY FUNDED AGING PROGRAMS CONTRACT #CB-0102-30 WITH THE CALIFORNIA DEPARTMENT OF AGING; AND APPROVAL OF GRANT AGREEMENTS WITH CONTRACTING SERVICE PROVIDERS, FISCAL YEAR 2001-2002

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FISCAL

IMPACT:

(con't) The minimum required County match for the Area Agency on Aging's administrative allowance is \$90,501. These amounts have been included in the 2001-2002 proposed budget.

DISCUSSION:

The Area Agency on Aging contracts with the California Department of Aging to provide Older Americans Act and Older Californians Act state discretionary funded aging programs in Stanislaus County through grant agreements with local service providers. The Area Agency on Aging is recognized by the federal Administration on Aging as the local agency for advocacy, planning, and program development on behalf of older persons in Stanislaus County.

The Area Agency on Aging is required to provide administrative guidance and oversight, monitoring, and technical assistance to the contracting service providers. Area Agency on Aging staff perform the following direct services for seniors: Information and Assistance; Case Management; Program Development; and Coordination.

The following is a list of contracting service providers and the services they provide to the community:

APPROVAL OF OLDER AMERICANS ACT (OAA) CONTRACTS #FF-0102-30 AND #TV-0102-30 AND OLDER CALIFORNIANS ACT STATE DISCRETIONARY FUNDED AGING PROGRAMS CONTRACT #CB-0102-30 WITH THE CALIFORNIA DEPARTMENT OF AGING; AND APPROVAL OF GRANT AGREEMENTS WITH CONTRACTING SERVICE PROVIDERS, FISCAL YEAR 2001-2002

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① Older Americans Act Aging Programs

Title III-B

| Service Provider | Services | Contracted Units | Funding |
|---|-------------------------|---------------------|-----------|
| Catholic Charities | Chores | 2,000 Hours | \$ 16,754 |
| | Housekeeping/Homemaking | 6,500 Hours | 60,426 |
| | • Telephoning | 6,000 Contacts | |
| | • Visiting | 2,000 Hours | |
| | • Shopping Assistance | 300 Hours | |
| | Assisted Transportation | 2,500 One-Way Trips | \$ 29,220 |
| Community Education/Advocacy | 100 Hours | | |
| Complaint Investigation & Facility Monitoring (Ombudsman) | 5,240 Hours | \$ 61,519 | |
| • Community Education/Advocacy | 200 Hours | \$ 8,627 | |

| Service Provider | Services | Contracted Units | Funding |
|-----------------------------------|---------------------------------|------------------|-----------|
| California Rural Legal Assistance | Legal Services | 1,600 Hours | \$ 80,974 |
| | Community Education/Advocacy | 100 Hours | |
| Salvation Army | Community Education/Advocacy | 500 Hours | \$ 10,675 |
| | Forms Completion/Letter Writing | 1,500 Hours | |

Title III C

| Service Provider | Services | Contracted Units | Funding |
|------------------|----------------------------|------------------|------------|
| Salvation Army | Congregate Meals (C-1) | 100,000 Meals | \$ 376,910 |
| | • Nutrition Education | 100 Subjects | |
| | Home-Delivered Meals (C-2) | 100,000 Meals | \$ 334,376 |
| | • Nutrition Education | 50 Subjects | |

Title III B

| Service Provider | Services | Contracted Units | Funding |
|----------------------------------|--------------------------|------------------|-----------|
| Valley Caregiver Resource Center | Respite (Adult Day Care) | 1,000 Hours | \$ 13,175 |
| | Personal Care | 1,000 Hours | |

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Title III D

| Service Provider | Services | Contracted Units | Funding |
|---------------------------|--|-----------------------------|-----------|
| Healthy Aging Association | Physical Fitness | 800 Clients Served | \$ 26,887 |
| | Nutrition Education Medication Management | 100 Subjects 1,000 Hours | |

Title V

| Service Provider | Services | Contracted Units | Funding |
|------------------------------|-------------------------------------|------------------|-----------|
| Center for Senior Employment | Senior Community Service Employment | 11 Seniors | \$ 83,791 |

Title VII

| Service Provider | Services | Contracted Units | Funding |
|--------------------|------------------------|------------------|----------|
| Catholic Charities | Elder Abuse Prevention | 100 Hours | \$ 6,310 |

② Older Californians Act State Discretionary Funded Aging Programs

| Service Provider | Services | Contracted Units | Funding |
|-----------------------------------|--|------------------|------------|
| Doctors Medical Center Foundation | Alzheimer's Day Care Center | n/a | \$ 80,000 |
| Center for Senior Employment | Linkages Program | n/a | \$323,543 |
| | Brown Bag Program | n/a | \$ 23,396 |
| Salvation Army | Health Insurance Counseling and Advocacy Program (HICAP) | n/a | \$ 130,000 |
| Salvation Army | | | |
| SCAP | Senior Companion Program | n/a | \$ 58,648 |

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POLICY

By approving the grant agreements with the California Department of Aging and by approving agreements with service providers, Stanislaus County will be able to continue to provide Older Americans Act and Older Californians Act state discretionary funded aging services to residents of Stanislaus County.

STAFFING
IMPACT:

There will be no impact on staffing as a result of this action.

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

| | |
|--------------------------------|------------------|
| AGREEMENT NUMBER CB-0102-30 | AMENDMENT NUMBER |
|--------------------------------|------------------|

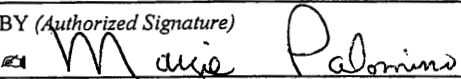

- This Agreement is entered into between the State Agency and the Contractor named below

| | | | |
|---------------------|---|--|--|
| STATE AGENCY'S NAME | California Department of Aging | | |
| CONTRACTOR'S NAME | Stanislaus County, Department of Aging and Veteran Services | | |
- The term of this Agreement is: July 1, 2001 through June 30, 2002
- The maximum amount of this Agreement is: \$ 672,550
- 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:

| | | | |
|---|----------|---------|-----------|
| Exhibit A – Scope of Work | 20 | Page(s) | |
| Exhibit B – Budget Detail and Payment Provision | 10 | Page(s) | |
| * Exhibit C – General Terms and Conditions | GTC201 | | 2/20/2001 |
| | (Number) | | (Dated) |
| Exhibit D – Special Terms and Conditions | 17 | Page(s) | |
| Exhibit E – Additional Provisions | 15 | Page(s) | |

*View at www.dgs.ca.gov/contracts

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

| | |
|---|---|
| CONTRACTOR | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | |
| Stanislaus County, Department of Aging and Veteran Services | |
| BY (Authorized Signature) | DATE SIGNED |
|  | 8/24/01 |
| PRINTED NAME AND TITLE OF PERSON SIGNING | |
| Margie Palomino, Director | |
| ADDRESS | |
| 822 12 th Street, Modesto, California 95354 | |
| STATE OF CALIFORNIA | |
| AGENCY NAME | |
| California Department of Aging | |
| BY (Authorized Signature) | DATE SIGNED |
|  | 9-5-01 |
| PRINTED NAME AND TITLE OF PERSON SIGNING | |
| Rachel de la Cruz, Manager, Business Services and Contracts Section | |
| ADDRESS | |
| 1600 K Street, Sacramento, California 95814 | |
| <input type="checkbox"/> Exempt per _____ | |

Exempt per Mello-Granlund
Older Californians Act

Scope of Work - Exhibit A

ALZHEIMER'S SCOPE OF WORK - CONTRACTED

ARTICLE I. DEFINITIONS SPECIFIC TO ALZHEIMER'S PROGRAM

- A. **Other dementia-related disorders** means those irreversible brain disorders that result in the symptoms described in care need or behavioral problems below. This includes, but is not limited to, multi-infarct dementia and Parkinson's disease.
- B. **Care needs** or **behavioral problems** means the manifestation of symptoms which may include, but need not be limited to, memory loss, aphasia (communication disorder), becoming lost or disoriented, confusion and agitation with the potential for combativeness and incontinence.
- C. **Alzheimer's Day Care Resource Center (ADCRC)** means a center developed pursuant to this section to provide a program of specialized day care for participants with dementia.
- D. **Respite care** means temporary or periodic services for frail elderly persons or functionally impaired adults to relieve persons who are providing care.
- E. **Caregiver** means a spouse, relative, or friend who has responsibility for the care of the frail elderly person or functionally-impaired adult, and who provides care on a substantially continuous basis.
- F. **Eligible Service Population** means an individual with Alzheimer's disease, or other dementia-related disorders, particularly in the moderate to severe stages, whose care needs and behavioral problems may make it difficult to participate in existing care programs.

ARTICLE II. SCOPE OF WORK SPECIFIC TO ALZHEIMER'S PROGRAM

- A. The Contractor is charged with implementing statutory provisions of the Alzheimer's Day Care Resource Centers (ADCRC) Program (Welfare and Institutions Code, Section 9542,) and managing Alzheimer's Day Care Resource Centers in accordance with laws and regulations, and the ADCRC Program Manual as issued by the Department. Perform services with a good faith effort at the levels stated in the Performance Estimate Form (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.
- B. Administrative requirements include:
 - 1. Initiate/procure subcontracts pursuant to Welfare and Institutions Code, Chapters 7 and 7.5.

Scope of Work - Exhibit A

2. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
3. Review and approve program operating plans.
4. Annually monitor, evaluate, and document subcontractor performance and compliance.
5. Collect, review, and approve subcontractor program and financial reports and data in accordance with the ADCRC Program Manual. Data collected must be timely, complete, accurate, and verifiable.
6. Provide training, support and technical assistance to the subcontractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
7. Distribute and maintain an up-to-date ADCRC Program Manual so that all responsible persons have ready access to standards, policies, and procedures.
8. Provide program information and referral to the public.
9. Conduct pre-award and physical plant and safety inspections, annual performance monitoring and review, relocation visits, and complaint investigations.

B. Performance of the Subcontractor. The subcontractor(s) shall perform the following:

1. Implement statutory provisions of the Alzheimer's Day Care Resource Centers (Welfare and Institutions Code, Section 9542,) and manage Alzheimer's Day Care Resource Centers (ADCRC) located in the service area in accordance with laws and regulations, and the ADCRC Program Manual. Perform services with a good faith effort at the levels stated in the Performance Estimate Form, herein incorporated into this Agreement.
2. Maintain an up-to-date ADCRC Program Manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures. [W&I code, Section 9000 et. seq.]
3. Provide dementia day care services necessary to meet the physical and psychosocial needs of participants;
4. Develop a program and maintain a physical environment suitable to caring for participants with conditions associated with dementia.

Scope of Work - Exhibit A

5. Provide training for professionals, students, and other persons caring for this population;
6. Disseminate information to the public regarding Alzheimer's disease and related disorders;
7. Be a resource to caregivers and to the community; and ensure availability of family support groups;
8. Provide in-service training a minimum of six (6) times per year to staff and volunteers working with the subcontractors;
9. Establish contact with local educational programs, such as nursing and gerontology programs, to provide onsite training to students;
10. Concentrate on participants in the moderate to severe ranges of disability;
11. Provide or arrange for a noon meal to participants;
12. Provide services to assist family members, including counseling and referral to other resources;
13. Provide presentations to professional service providers in the community at least four (4) times per year;
14. Provide community outreach education to the community, lay public, and caregivers;
15. Involve the center in community outreach activities and provide educational and informational materials to the community;
16. The site must provide direct dementia-specific program and services a minimum of three (3) days per week and at least five (5) hours per day;and
17. Support and train caregivers through caregiver support groups and other caregiver activities no less than twelve (12) times per year by staff associated with the ADCRC, or by arrangement with other support group providers in the local community.

Scope of Work - Exhibit A

BROWN BAG SCOPE OF WORK - CONTRACTED

ARTICLE I. DEFINITIONS SPECIFIC TO BROWN BAG PROGRAM

- A. Brown Bag Program means a program that provides surplus and donated food products to low income older individuals.
- B. Eligible Service Population means individuals aged 60 years and older living on low incomes no higher than 100 percent of the annual State basic benefit for a blind applicant under the State Supplementary Program (SSP) [W&I Code, Section 12200], or 125 percent if there are adequate resources.

ARTICLE II. SCOPE OF WORK

- A. The Contractor is charged with ensuring statutory provisions of the Brown Bag Program (Welfare and Institutions Code, Section 9543) is provided in accordance with law and regulation and the Brown Bag Program Manual as issued by the Department. A good faith effort shall be made to perform as stipulated in the Performance Estimate Form (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and Amendment of this Agreement.
- B. Administrative requirements include:
 - 1. Initiate/procure subcontracts pursuant to Welfare and Institutions Code, Chapters 7 and 7.5.
 - 2. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
 - 3. Annually monitor, evaluate, and document subcontractor performance and compliance with this Agreement.
 - 4. Collect, review, and approve subcontractor program performance reports and financial reports in accordance with the Brown Bag Program Manual and Department requirements. Data collected must be timely, complete, accurate, and verifiable.
 - 5. Provide support and technical assistance to the subcontractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
 - 6. Distribute and maintain the up-to-date Program Manual and related

Scope of Work - Exhibit A

Department guidelines so that all responsible persons have ready access to standards, policy, and procedure guidelines.

7. Provide program information and referral to the public.
- C. Performance of the Subcontractor. The subcontractor(s) shall perform the following:
1. Implement statutory provisions of Brown Bag Program (Welfare and Institutions Code, Section 9543) and provide a variety of surplus and donated edible produce and food products to low income seniors in accordance with law and regulation, and the Brown Bag Program Manual as issued by the Department. Perform services with a good faith effort at the levels stated in the Performance Estimate Form, herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.
 2. Receive and collect surplus and donated edible produce and food products for distribution to low income older individuals in two ways:
 - a. Food is gleaned by volunteers or,
 - b. Food is donated from farmers, retail food chain stores, food manufacturers, and /or food processors.
 3. Operate a system to distribute foodstuffs in areas targeting large populations of older individuals living on low incomes, and establish schedules to maintain distribution of food on a regular basis.
 4. Maintain an up-to-date Brown Bag Program Manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures [Welfare and Institutions Code, Section 9100 (c) & (d)].

Scope of Work - Exhibit A

FOSTER GRANDPARENT SCOPE OF WORK - CONTRACTED

ARTICLE I. DEFINITIONS SPECIFIC TO FOSTER GRANDPARENT PROGRAM

- A. **Foster Grandparent Volunteer** means an eligible volunteer aged 60 years or older with an income that falls below the federal eligibility guidelines and whose stipend is supported with State General Funds and governed by the rules and regulations of the Corporation for National Service (CNS).
- B. **Corporation for National Service (CNS)** is the federal agency responsible for implementation of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113, 87 Stat. 394, 42 USC 4951, et seq.).
- C. **Children and Young Adults with Special Needs** means individuals up to age 21 who maybe abused or neglected, in need of foster care, are youthful offenders, juvenile delinquents, runaway youth, high risk teenage parents, and children in need of intervention.
- D. **Disabled** is a physical or mental impairment that substantially limits one or more of an individuals major life activities.
- E. **Benefits** include a stipend; leave credits; access to meal and travel reimbursements per service day; an annual physical examination; pre-service and monthly training; supplemental accident, liability and auto insurance; uniforms and badges, if appropriate; and participation in an annual recognition event.
- F. **Eligible Service Population** means low-income volunteers aged 60 years and older, with an income that falls below the federal eligibility guidelines [W&I Code, Section 9547 (b)].

ARTICLE II. SCOPE OF WORK

- A. The Contractor is charged with implementing statutory provisions of the Foster Grandparent Program (Welfare and Institutions Code, Section 9544) in accordance with laws and regulations and the Foster Grandparent Program Manual as issued by the CNS. A good faith effort shall be made to perform as stipulated in the Performance Estimate Form (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.
- B. Administrative requirements include:
 - 1. Initiate/procure subcontracts pursuant to Welfare and Institutions Code, Section 9000 et seq.

Scope of Work - Exhibit A

2. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
3. Annually monitor, evaluate, and document subcontractor performance and compliance with this Agreement.
4. Collect, review, and approve subcontractor program performance reports in accordance with the Department requirements. Data collected must be timely, complete, accurate, and verifiable.
5. Provide support and technical assistance to the subcontractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
6. Distribute and maintain up-to-date program manuals specific to the program covered by this exhibit so that all responsible persons have ready access to standards, policies, and procedures.
7. Provide program information and referral specific to the program covered by this exhibit so that the public may have access to the program's services.

C. Performance of the Subcontractor. The subcontractor shall perform the following:

1. Implement statutory provisions of the Foster Grandparent Program (Welfare and Institutions Code, Section 9544) and provide support for Foster Grandparent volunteers in accordance with laws and regulations, and the Foster Grandparent Program Manual as issued by the CNS. Perform services with a good faith effort at the levels stated in the Performance Estimate Form (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.
2. Develop volunteer service opportunities which allows Foster Grandparents to contribute their services in a community setting, but not limited to schools, hospitals, and juvenile detention centers.
3. Provide a stipend and other benefits that enable eligible Foster Grandparent volunteers to participate without incurring personal costs to themselves.

Scope of Work - Exhibit A

4. Establish meaningful roles for Foster Grandparent volunteers in the community which will allow them the opportunity to maintain a sense of self-worth, retain physical health and mental alertness, and offer a variety of social contacts.
5. Provide intergenerational experiences and supportive services with Foster Grandparent volunteers to children and young adults with special needs in an effort to create positive self-esteem.
6. Recruit, select, train, and assign Foster Grandparent volunteers to serve an average of four (4) hours per day, five (5) days per week in exchange for stipends and benefits.
7. Provide access to meal and travel reimbursements per service day for Foster Grandparent volunteers, in accordance with CNS guidelines.
8. Provide programs oversight and direct supervision of Foster Grandparent volunteers, in accordance with CNS guidelines.
9. Maintain an up-to-date CNS Foster Grandparent Program Manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures. [Welfare and Institutions Code, Section 9000 et seq].
10. Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate and verifiable.

Scope of Work - Exhibit A

HICAP SCOPE OF WORK - CONTRACTED WITHOUT LEGAL

ARTICLE I. DEFINITIONS SPECIFIC TO HICAP PROGRAM

- A. **HICAP** means the Health Insurance Counseling and Advocacy Program as defined in State law, Welfare and Institutions Code, Section 9541.
- B. **SHIP** means the State Health Insurance Assistance Program, as defined by the Health Care Financing Administration (HCFA). This term may be used interchangeably with **HICAP**.
- C. **Eligible Service Population** means (a) Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [W&I Code, Section 9541 (a) and (c) (2)]. (b) the public at large for HICAP community education services [W&I Code, Section 9541, (c) (1), (4), (5), and (6)].

ARTICLE II. SCOPE OF WORK

- A. The Contractor is charged with implementing statutory provisions of the Health Insurance Counseling and Advocacy Program (Welfare and Institutions Code, Section 9541) and providing HICAP counseling, advocacy, education and legal referral services in accordance with laws, regulations, the CDA HICAP Program Manual as issued by the Department and the HICAP Training Curriculum as issued by the Department. Perform services with a good faith effort at the levels stated in the Performance Estimate Form, page 5 of the Budget Summary, herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.
- B. Administrative requirements include:
 - 1. Initiate/procure subcontracts pursuant to Welfare and Institutions Code, Chapters 7 and 7.5.
 - 2. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
 - 3. Review and approve Program Operating Plans *of the subcontractor*.
 - 4. Annually monitor, evaluate, and document subcontractor performance and compliance with this Agreement.
 - 5. Collect, review, and approve subcontractor program performance reports and financial reports in accordance with the CDA HICAP Program Manual. Data collected must be timely, complete, accurate, and verifiable.

Scope of Work - Exhibit A

6. Provide support and technical assistance to the subcontractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
7. Distribute and maintain up-to-date CDA HICAP Program Manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures.
8. Provide program information and referral to the public.
9. Provide timely notice to the Department of any changes to the program or changes in the status of the Contractor or subcontractor that could restrict the operations of, or access to, HICAP services including, but not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes.
10. Submit the name of the HICAP Program Manager to the Department within 30 days of initial employment by the subcontractor.

C. Performance of the Subcontractor. The subcontractor shall perform the following:

1. Implement statutory provisions of the Health Insurance Counseling and Advocacy Program (Welfare and Institutions Code, Section 9541) and provide HICAP counseling, advocacy, education and legal referral in accordance with laws, regulations, the CDA HICAP Program Manual as issued by the Department and the HICAP Training Curriculum as issued by the Department. Perform services with a good faith effort at the levels stated in the Performance Estimate Form.
2. Develop, follow, and maintain a Plan of Operation that follows the guidance provided in the CDA HICAP Program Manual.
3. Recruit and maintain a strong, well-trained, cadre of volunteer Counselors, Long Term Care Counselors, and Community Educators at the levels described in the Performance Estimate Sheet, [W&I Code, Section 9541 (c) (7)]. New volunteer Counselors shall be recruited, trained, apprenticed, and registered as needed to adjust for attrition and to maintain the agreed upon level of Counselors.
4. Provide clients with reasonable accommodation and access to HICAP by guaranteeing phone access during the normal business hours. Phone access may include answering services or answering devices that accept messages. In the event clients cannot receive personal assistance immediately, they shall be offered an opportunity to leave their name, a message, and a return telephone number. Messages shall be returned in a timely fashion.

Scope of Work - Exhibit A

5. Provide a disclosure statement to counseling clients prior to counseling, as prescribed by the Department in the CDA HICAP Program Manual [W&I Code, Section 9541 (f) (4)].
6. Provide a well-planned community educational campaign, designed to inform the public about Medicare, long-term care planning, the California Partnership on Long-Term Care, private health and long-term care insurance options, managed health care plans, and related health care plans, and which is helpful in the prevention of premature institutionalization and the prevention of the personal and societal costs associated with that institutionalization [W&I Code, Section 9541 (c) (1), (4), (5) &, (6)].
7. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Manual [W&I Code, Section 9541 (e)].
8. The Program Manager or his or her representative shall attend up to three (3) Department sponsored training sessions or conferences conducted during each fiscal year, in order to maintain program knowledge, efficiency, and competency [W&I Code Section 9541, (f) (7)]. These are in addition to State sponsored Counselor training sessions conducted in local areas.
9. Submit, in accordance with instructions from the Department, a proposed expenditure plan for SHIP funds received in support of the following:
 - a. SHIP Basic Services
 - b. Supplemental Medicare+Choice Services
 - c. Program Enhancement Services
 - d. Plan Termination Services
10. Enter and monthly update major events into the electronic Medicare Beneficiary Outreach calendar by either directly inputting information about major events into the calendar or by other mechanisms offered by HCFA. A major event is defined as a particular event that is at least one of the following:
 - a. Expected to be attended by more Medicare beneficiaries than any other SHIP-related event each month.
 - b. Utilizes a unique forum for conveying information (e.g. cable television, radio reading services).
 - c. Is co-sponsored by a statewide coalition of HCFA partners.

Scope of Work - Exhibit A

- d. Is intended to reach the beneficiaries across the state or throughout a major metropolitan area.
- 11. Maintain, and keep up-to-date, the CDA HICAP Program Manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures [W&I Code, Section 9100 (c) & (d); Section 9541 (b) (1) & (2)].
- B. Provide legal referral services to clients in need of legal representation. The subcontractor shall maintain a directory of legal services or a phone number for referral to the local bar for such purposes.

Scope of Work – Exhibit A

LINKAGES SCOPE OF WORK - CONTRACTED

ARTICLE I. DEFINITIONS SPECIFIC TO LINKAGES PROGRAM

- A. **Linkages Purchase of Service (LPOS)** means directly buying or paying for client services or equipment for the purpose of stabilizing a client.
- B. **At risk of institutionalization** means an eligible individual must meet one or more of the following criteria: impairment in one or more Activities of Daily Living (ADL); impairment in two or more Instrumental Activities of Daily Living (IADL); unable to manage due to emotional or cognitive impairment; or impaired due to a significant event or circumstance that has occurred in the past 12 months.
- C. **Eligible Service Population** means the frail elderly and functionally impaired adult age 18 and older without regard to financial eligibility; live in a geographic area of a Linkages Program; be able to be maintained in the community with case management; be willing to participate in the program; be at risk of institutionalization.

ARTICLE II. SCOPE OF WORK

- A. The Contractor is charged with implementing statutory provisions of the Linkages Program (Welfare and Institutions Code, Section 9545) in accordance with laws, regulations, and the Linkages Program Manual as issued by the Department. A good faith effort shall be made to perform as stipulated in the Performance Estimate Form, (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.
- B. Contractor's Administrative requirements include:
 - 1. Initiate/procure subcontracts pursuant to Welfare and Institutions Code, Section 9000, et seq.
 - 2. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
 - 3. Annually monitor, evaluate, and document subcontractor performance and compliance with this Agreement.
 - 4. Collect, review, and approve subcontractor program performance reports in accordance with Department requirements. Data collected must be timely, complete, accurate, and verifiable.

Scope of Work – Exhibit A

5. Provide support and technical assistance to the subcontractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
 6. Distribute and maintain an up-to-date program manual specific to the program covered by this Exhibit so that all responsible persons have ready access to standards, policies, and procedures.
 7. Provide information and referral specific to the program covered by this Exhibit so that the public may have access to the program's services.
- C. Performance of the Subcontractor. The subcontractor shall perform the following:
1. Implement statutory provisions of the Linkages Program (Welfare and Institutions Code, Section 9545) in accordance with laws, regulations, and the Linkages Program Manual as issued by the Department. A good faith effort shall be made to perform as stipulated in the Performance Estimate Form, (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Contractor and amendment of this Agreement.
 2. The active targeted monthly caseload is at least 100 clients per Linkages site. The client caseload ratio is 50 to 1 clients for each case manager full time equivalent position. A caseload range of +/- ten percent (10%) based on the 50 to 1 ratio is allowed. However, the active client caseload shall not fall below the 90% minimum of clients set by the Department. This performance level is reflected in the Linkages Program Manual. If the active monthly caseload falls below the ten percent (10%) allowance for two consecutive months, the Site Director shall submit a written explanation and plan of action to the Contractor. The plan of action is subject to approval by the Contractor. It must also include the method and timeline for increasing the caseload to the minimum standard. If the Director or Clinical Supervisor does not carry client cases, their positions would not be a factor in the 50 to 1 ratio.
 3. Provide services in the geographic area approved by the Department. Any changes to the geographic area shall be approved in writing by the Department prior to implementation of the change.
 4. The Sub-contractor shall provide Case Management services, which shall include but not be limited to the following components:

Scope of Work – Exhibit A

- a. A comprehensive, face to face, multi-dimensional assessment which includes, but is not limited to: ADLs, IADLs, mental status, self-reported health status, informal and formal support levels, finances and benefits, living situation, release of information, and medications list. On an annual basis, conduct a comprehensive, face-to-face multi-dimensional reassessment for each client.
 - b. Conduct a minimum quarterly face-to-face contact with each client. Phone calls to each client will be made during months that no face-to-face contact occurs. Many clients will require and receive more frequent face-to-face contact.
 - c. Updates to the care plan shall be made whenever changes occur in the client's condition or the client's needs or circumstances. Care plan development shall include the client, caregiver(s), family, and others involved in the client system of care.
 - d. Utilization of input from professional specialties (i.e. nursing, physical therapy, occupational therapy, pharmacy, etc.) as indicated by the needs of the client.
 - e. Authorization and arrangement of services to implement the service plan including purchase, referral, and advocacy.
 - f. On going monitoring of clients' well being with the mix of services being adjusted over time to meet changes in client status.
5. The Sub-contractor shall administer LPOS. LPOS is funded within the Linkages allocation.
- a. LPOS shall be in accordance with the Linkages Program Manual, limited to those services necessary to reduce the risk of institutionalization, and shall be as follows:
 - b. Purchasing client services (such as chore worker, transportation, and meals), and/or products (such as grab bars, ramps, and nutritional supplements). Purchases shall be for case management clients only.
 - c. Expending a minimum of \$7,500 for the LPOS within the contract year.

Scope of Work - Exhibit A

RESPITE PURCHASE OF SERVICE SCOPE OF WORK - CONTRACTED

ARTICLE I. DEFINITIONS SPECIFIC TO RESPITE PURCHASE OF SERVICE

- A. **Respite Purchase of Service (RPOS)** means directly buying or paying for respite care services for caregivers with primary responsibility for the care of frail elderly adults or adults with functional impairments. RPOS has a funding allocation separate from the Linkages Program.
- B. **Respite care** means temporary or periodic services for frail elderly persons or adults with functional impairments, that allow caregivers a break from their care giving responsibilities.
- C. **Caregiver** means a spouse, relative, or friend who has responsibility for the care of the frail elderly person or adult with functional impairments, who provides care on a continuous basis, or intermittent basis.
- D. **Adult With Functional Impairments** means any individual who is at least 18 years of age, and who is at risk of institutional placement due to chronic physical and /or mental limitations which restrict his or her ability to independently perform Activities of Daily Living (ADL) and/or Instrumental Activities of Daily Living (IADL).
- E. **Frail Elderly Adult** means a person at least 60 years of age or older who is at risk of institutional placement due to chronic physical and/or mental limitations which restrict his or her ability to independently perform ADLs and/or IADLs.
- F. **Eligible Service Population** means frail elderly adults or adults with functional impairments. (Welfare and Institutions Code, Section 9546).

ARTICLE II. SCOPE OF WORK

- A. Implement statutory provisions of the Respite Program (Welfare and Institutions Code, Section 9546) and provide temporary or periodic services for frail elderly adults or adults with functional impairments to relieve caregivers. A good faith effort shall be made to perform as stipulated in the Performance Estimate Form, (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.

Scope of Work - Exhibit A

B. Contractor's Administrative requirements include:

1. Initiate/procure subcontracts pursuant to Welfare and Institutions Code, Section 9000, et seq.
2. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
3. Annually monitor, evaluate, and document subcontractor performance and compliance with this Agreement.
4. Collect, review, and approve subcontractor program performance reports in accordance with Department requirements. Data collected must be timely, complete, accurate, and verifiable.
5. Provide support and technical assistance to the subcontractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
6. Distribute and maintain an up-to-date program manual specific to the program covered by this Exhibit so that all responsible persons have ready access to standards, policies, and procedures.
6. Provide information and referral specific to the program covered by this Exhibit so that the public may have access to the program's services.

C. Performance of the Subcontractor. The Subcontractor shall perform the following:

1. Implement statutory provisions of the Respite Program (Welfare and Institutions Code, Section 9546) and provide temporary or periodic services for frail elderly adults or adults with functional impairments to relieve caregivers who are providing care. A good faith effort shall be made to perform as stipulated in the Performance Estimate Form, (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Contractor and amendment of this Agreement.
2. Arrange for and purchase respite services for caregivers of the eligible service population.

Scope of Work - Exhibit A

SENIOR COMPANION SCOPE OF WORK - CONTRACTED

ARTICLE I. DEFINITIONS SPECIFIC TO SENIOR COMPANION PROGRAM

- A. **Senior Companion Volunteer** means an eligible volunteer aged 60 years or older with an income that falls below the federal eligibility guidelines and whose stipend is supported with State General Funds and governed by the rules and regulations of the Corporation for National Service (CNS).
- B. **Corporation for National Service (CNS)** is the federal agency responsible for implementation of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113, 87 Stat. 394, 42 USC 4951, et seq.).
- C. **Disabled** is a physical or mental impairment that substantially limits one or more of an individual's major life activities.
- D. **Benefits** include a stipend; leave credits; access to meal and travel reimbursements per service day; an annual physical examination; pre-service and monthly training; supplemental accident, liability and auto insurance; uniforms and badges, if appropriate; and participation in an annual recognition event.
- E. **Eligible Service Population** means low-income volunteers aged 60 years and older, with an income that falls below the federal eligibility guidelines [W&I Code, Section 9547 (b)].

ARTICLE II. SCOPE OF WORK

- A. The Contractor is charged with implementing statutory provisions of the Senior Companion (Welfare and Institutions Code, Section 9547) in accordance with laws and regulations and the Senior Companion Program Manual as issued by the CNS. A good faith effort shall be made to perform as stipulated in the Performance Estimate Form (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.
- B. Administrative requirements include:
 - 1. Initiate/procure subcontracts pursuant to Welfare and Institutions Code, Section 9000 et seq.
 - 2. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revision to budgets.
 - 3. Annually monitor, evaluate, and document subcontractor performance and compliance with this Agreement.

Scope of Work - Exhibit A

4. Collect, review, and approve subcontractor program performance reports in accordance with the Department requirements. Data collected must be timely, complete, accurate, and verifiable.
 5. Provide support and technical assistance to the subcontractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
 6. Distribute and maintain an up-to-date program manual specific to the program covered by this exhibit so that all responsible persons have ready access to standards, policies, and procedures.
 7. Provide information and referral specific to the program covered by this exhibit so that the public may have access to the program's services.
- C. Performance of the Subcontractor. The subcontractor shall perform the following:
1. Implement statutory provisions of the Senior Companion Program (Welfare and Institutions Code, Section 9547) and provide support for Senior Companion volunteers in accordance with laws and regulations, and the Senior Companion Program Manual as issued by the CNS. Perform services with a good faith effort at the levels stated in the Performance Estimate Form, herein incorporated into this Agreement.
 2. Develop volunteer service opportunities that allow Senior Companions to contribute their services in a community setting.
 3. Provide a stipend and other benefits that enable eligible Senior Companion volunteers to participate without incurring personal costs to themselves.
 4. Establish new social service roles for Senior Companion volunteers, which will allow them the opportunity to maintain a sense of self-worth, retain physical health and mental alertness, and enrich their social contacts.
 5. Provide supportive services with Senior Companion volunteers to adults, with an emphasis on adults aged 60 and older, in an effort to maintain those participating adults in an independent living environment.
 6. Recruit, select, train, and assign Senior Companion volunteers to serve an average of four (4) hours per day, five (5) days per week in exchange for stipends and benefits.
 7. Provide access to a meal and travel reimbursement per service day for Senior Companion volunteers, in accordance with CNS guidelines.

Scope of Work - Exhibit A

8. Provide program oversight and direct supervision of Senior Companion volunteers, in accordance with CNS guidelines.
9. Maintain up-to-date CNS Senior Companion Program Manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures [Welfare and Institutions Code, Section 9000 et seq].
10. Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate and verifiable.

Budget Detail, Payment Provisions, and Closeout – Exhibit B

CB BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT

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 Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration 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. (CCR, Title 2 Section 599.615 et seq.)
3. The Department reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Department not to be in compliance with this Agreement, unrelated or inappropriate to contract activities, or when inadequate supporting documentation is presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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 kept in accordance with Generally Accepted Accounting Principles and Procedures.

C. Unexpended Funds

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

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of 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.

Budget Detail, Payment Provisions, and Closeout – Exhibit B

2. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Acts of the appropriate fiscal years for the purposes of this program(s). In addition, this Agreement is subject to any additional restriction, limitations or conditions enacted which may affect the provisions, terms, or funding of this Agreement in any manner.
3. If the Legislature and/or Congress does not appropriate sufficient funds for this program(s), this Agreement shall be amended to reflect any reduction in funds.
4. In the event that insufficient funds are appropriated, this Agreement may be canceled at any time by either party, by giving thirty (30) days written notice to the other party.

E. Interest Earned

1. If, as a result of advanced funds, the project earns interest on funds awarded by the State, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs except the HICAP program.
2. For the HICAP program:
 - a. Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (1), (2), or (3) apply.
 - (1) The recipient receives less than \$120,000 in federal awards per year.
 - (2) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
 - (3) 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.
 - b. For nonprofit entities interest earned on federal advances deposited in interest bearing accounts in excess of \$250 shall be remitted annually to the Department.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved CBSP Budget (CDA 263) which is hereby incorporated by reference.
- B. The Budget Summary 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. Direct and overhead costs.

Budget Detail, Payment Provisions, and Closeout – Exhibit B

2. Monthly, weekly, or hourly rates, as appropriate and personnel classifications together, with the percentage of personnel time to be charged to this Agreement, as well as fringe benefits.
 3. Rental reimbursement items should specify the unit rate, such as the rate per square foot.
 4. If purchase of equipment is a reimbursable item, the equipment to be purchased should be specified.
 5. Any travel outside the State of California.
- 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. The Contractor may make changes in budget allocations, subject to the following conditions:
1. The Contractor may transfer contract funds within programs from each line item under the following terms and conditions:
 - a. The Contractor may transfer contract funds within programs from each line item without prior approval from the Department providing the change is less than \$1,000, except as specified in Exhibit D, Article II, Section K, paragraph 3.
 - b. The Contractor shall request prior approval in writing from the Department for any line item transfer of funds that is 10% or more and greater than \$1,000 for each line item.
 2. The Contractor shall maintain a written record of all budget changes clearly documenting line item changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.
 3. Allocations for program costs may not be transferred to the AAA administration allocation unless otherwise specified by the Department.
 4. In the event that any contract funds are re-directed, within the specified programs of Chapter 7.5 of the Older Californians Act, the Contractor shall submit an amended budget to the Department, prior to implementation of said change. An amendment to this Agreement shall be required in accordance with Exhibit D, Article IX.B.
 5. In the event that programs are changed from DIRECT to CONTRACTED or CONTRACTED to DIRECT, the Contractor shall submit an amended budget to the Department, prior to implementation of said change. An amendment to this Agreement shall be required in accordance with Exhibit D, Article IX.B.
- E. The final date to submit budget revisions is May 1 of the contract period unless otherwise specified by the Department.

Budget Detail, Payment Provisions, and Closeout – Exhibit B

ARTICLE III. PAYMENT

- A. To receive payment, the Contractor shall prepare and submit to the AAA-Based Team, in electronic format, a monthly Detailed Expenditure Data File (CBSP 107) and an annual Request for Advance Data File (CBSP 108), unless otherwise specified by the Department.
- B. Advance Payments
 - 1. The Contractor may request one advance payment within the first quarter which shall not exceed twenty-five percent (25%) of the total amount awarded under the terms of this Agreement in each fiscal year, unless otherwise specified by the Department. To receive an advance payment, the Contractor shall submit a CBSP 108.
 - 2. One-sixth of the advance payment for each fiscal year shall be deducted each month from amounts due the Contractor beginning with the October CBSP 107, until the advance is eliminated.
 - 3. If, at the time of the Closeout Report for each fiscal year or, upon completion or termination of this Agreement, the advance payment has not been fully liquidated, the Contractor agrees to pay the balance to the Department immediately upon demand.
 - 4. The Contractor shall allow the subcontractor, upon execution of the subcontract, to request and receive in a timely manner one advance payment of up to twenty-five percent (25%) of the subcontract amount, per fiscal year.
- C. Monthly Reimbursement Payments
 - 1. The Contractor shall submit a CBSP 107 to the Department no later than thirty (30) days after the close of the month for which expenditures occurred.
 - 2. The Contractor shall be reimbursed for actual cash expenditures beginning with the July CBSP 107.
- D. The Contractor shall ensure the implementation of policy and procedures developed by the Department whereby the subcontractors report expenditures and request payment monthly in arrears for actual expenses incurred, beginning with the July expenditure report.

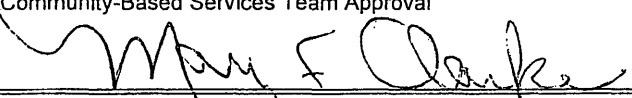

ARTICLE IV CLOSEOUT

- A. The CBSP Financial Closeout Report (CDA 246) shall be submitted annually, to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period.
- B. The Contractor shall complete the Performance Actuals Page 4 of the CDA 246 and submit annually to the AAA-Based Team as a part of the closeout.

BUDGET SUMMARY

EXHIBIT B

| BUDGET PERIOD: 07/01/01 - 06/30/02 | | <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.: | | | CONTRACT NO.: CB-0102-30 | | DATE: 05/18/2001 | | PSA NO.: 30 |
|------------------------------------|-------------------------------------|--|-----------------------|----------------------|--------------------------|------------------|-------------------|------------------|-------------------------|
| COST CATEGORY | Column 1 | Column 2 | Column 3 | Column 4 | Column 5 | Column 6 | Column 7 | Column 8 | Column 9 |
| | STATE AND FEDERAL (SHIP) FUNDS ONLY | | | | OTHER FUNDING | | | | Total |
| | AAA Admin | Direct Service | Contracted Service | Total Columns 1-3 | Match Cash | Match In-Kind | Program Income | Other Funding | All Funds Column 4-8 |
| AAA ADMINISTRATION | | | | | | | | | |
| Personnel | 56963 | | | 56963 | | | | 18988 | 75951 |
| Operating Expenses | | | | | | | | | |
| Indirect Admin | | | | | | | | | |
| TOTAL ADMINISTRATION | 56963 | | | 56963 | | | | 18988 | 75951 |
| LOCAL ASSISTANCE | | | | | | | | | |
| ADCRC | | | 80000 | 80000 | 13490 | 9808 | 76605 | | 179903 |
| Brown Bag | | | 23396 | 23396 | 29018 | 390000 | 25000 | | 467414 |
| Foster Grandparent | | | 40254 | 40254 | | | | | 40254 |
| Linkages | | | 265840 | 265840 | | | | 41909 | 307749 |
| Respite Purchase of Services | | | 17449 | 17449 | | | | | 17449 |
| Respite Registry | | | | | | | | | |
| Senior Companion | | | 58648 | 58648 | | | | | 58648 |
| HICAP Reimbursements | | | 66945 | 66945 | | | | 39033 | 105978 |
| HICAP Fund | | | 33434 | 33434 | | | | | 33434 |
| HICAP Federal (SHIP) Funds | | | 29621 | 29621 | | | | | 29621 |
| TOTAL LOCAL ASSISTANCE | | | 615587 | 615587 | 42508 | 399808 | 101605 | 80942 | 1240450 |
| TOTAL BUDGET / | | | | | | | | | |
| TOTAL REVENUES | 56963 | | 615587 | 672550 | 42508 | 399808 | 101605 | 99930 | 1316401 |

| | | | |
|--|---------|---|--------|
| Community-Based Services Team Approval | Date | Team Coach Verification | Date |
|  | 5-29-01 |  | 6-5-01 |

HICAP Legal Representation Services are provided [W&I Code, Section 9541 (c) (3)]: Yes No Amount Budgeted: \$ _____

EXHIBIT 1

AAA ADMINISTRATION BUDGET NARRATIVE

| BUDGET PERIOD:07/01/01 - 06/30/02 | [X] ORIGINAL [] AMENDMENT NO.: | CONTRACT NO.:CB-0102-30 | DATE:05/18/2001 | PSA NO.:30 |
|---|---------------------------------|---------------------------|-----------------|------------|
| PERSONNEL COSTS | | | | |
| Position Classification: | Annual Wage Rate | x % of Time Devoted | Total Budget | |
| Director | 65000 | 20 | 13,000 | |
| Fiscal Officer | 49000 | 40 | 19,600 | |
| Planner | 40000 | 40 | 16,000 | |
| Secretary | 38000 | 29.484 | 11,204 | |
| TOTAL SALARIES & WAGES | | | 59804 | |
| STAFF BENEFITS | | | 16147 | |
| TOTAL PERSONNEL COSTS | | | 75951 | |
| OPERATING EXPENSES | | | | |
| | Square Feet | Rate per Square Ft | Total | |
| Rent | | | | |
| Equipment (List): | | | | |
| | Number | Unit Price | Total | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Travel | | | | |
| Other Operating Expenses (List): | | | | |
| | | | Total | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL OPERATING EXPENSES | | | | |
| INDIRECT ADMIN | | | | |
| TOTAL ADMINISTRATION BUDGET | | | 75951 | |

DIRECT SERVICES BUDGET NARRATIVE

EXHIBIT B

Program Name:

(Prepare a Separate Budget Narrative for Each Direct Service Program)

| | | | | |
|------------------------------------|---------------------------------|--------------------------|------------------|-------------|
| BUDGET PERIOD: 07/01/00 - 06/30/01 | [X] ORIGINAL [] AMENDMENT NO.: | CONTRACT NO.: CB-0102-30 | DATE: 05/18/2001 | PSA NO.: 30 |
|------------------------------------|---------------------------------|--------------------------|------------------|-------------|

| PERSONNEL COSTS | Annual Wage Rate | x % of Time Devoted | Total Budget |
|-----------------------------------|------------------|------------------------|--------------|
| Position Classification: | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL SALARIES & WAGES | | | |
| STAFF BENEFITS | | | |
| TOTAL PERSONNEL COSTS | | | |

| OPERATING EXPENSES | Square Feet | Rate per Square Ft | Total |
|---------------------------|-------------|--------------------|-------|
| Rent | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Equipment (List): | Number | Unit Price | Total |
| | | | |
| | | | |
| | | | |

| | |
|----------------------------------|-------|
| Travel | |
| Linkages Purchase of Service | |
| Respite Purchase of Service | |
| Other Operating Expenses (List): | Total |
| | |
| | |
| | |

| | |
|-------------------------------------|--|
| TOTAL OPERATING EXPENSES | |
| INDIRECT COSTS | |
| TOTAL DIRECT SERVICES BUDGET | |

CONTRACTED SERVICES SCHEDULE

EXHIBIT B

| BUDGET PERIOD: 07/01/00 - 06/30/01 | | <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.: | | CONTRACT NO.:CB-0102-30 | | DATE:05/18/2001 | | PSA NO.:30 | |
|---|-------------|--|----------------|-------------------------|----------------|-----------------|---------------|---------------------|--|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) TOTAL | |
| Contractors | State Funds | Linkages POS | Federal (SHIP) | Match Cash* | Match In-Kind* | Program Income | Other Funding | CONTRACTED SERVICES | |
| Program: ADCRC Name: Doctor's Medical Center Foundation Address: 3101 Mc Henry Ave., Modesto CA 95350 Telephone: (209) 527-4312 Contact Person: Patty Stone | 80000 | | | 13,490 | 9,808 | 76,605 | | 179,903 | |
| Program: BROWN BAG Name: The Salvation Army Address: P.O. Box 1663, Modesto CA 95353 Telephone: (209) 522-3209 Contact Person: Capt. Michael Dickinson | 23396 | | | 29,018 | 390,000 | 25,000 | | 467,414 | |
| Program: FOSTER GRAND PARENTS Name: RFP IN PROCESS Address: Telephone: Contact Person: | 40254 | | | | | | | 40,254 | |
| Program: LINKAGES Name: Center for Senior Employment Address: 801 17th St. Suite A, Modesto CA 95354 Telephone: (209) 579-1105 Contact Person: Joanne Waters | 258340 | 7,500 | | | | | 41,909 | 307,749 | |
| Program: RESPITE POS Name: Center for Senior Employment Address: 801 17th St. Suite A, Modesto CA 95354 Telephone: (209) 579-1105 Contact Person: Joanne Waters | 17449 | | | | | | | 17,449 | |

Use additional pages if needed.

* If required

CONTRACTED SERVICES SCHEDULE

EXHIBIT B

| BUDGET PERIOD: 07/01/00 - 06/30/01 | | <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.: | | CONTRACT NO.: CB-0102-30 | | DATE: 05/18/2001 | | PSA NO.: 30 | |
|---|--------------------|--|-----------------------|--------------------------|-----------------------|-----------------------|----------------------|-------------------------------|---------|
| (a) Contractors | (b) State Funds | (c) Linkages POS | (d) Federal (SHIP) | (e) Match Cash* | (f) Match In-Kind* | (g) Program Income | (h) Other Funding | (i) TOTAL CONTRACTED SERVICES | |
| Program: SENIOR COMPANION Name: RFP IN PROCESS Address: Telephone: Contact Person: | 58648 | | | | | | | | 58,648 |
| Program: HICAP Name: The Salvation Army Address: P.O. Box 1663, Modesto CA 95353 Telephone: (209) 522-3209 Contact Person: Capt. Michael Dickinson | 100379 | | 29,621 | | | | 39,033 | | 169,033 |
| Program: Name: Address: Telephone: Contact Person: | | | | | | | | | |
| Program: Name: Address: Telephone: Contact Person: | | | | | | | | | |
| Program: Name: Address: Telephone: Contact Person: | | | | | | | | | |

Use additional pages if needed.

* If required.

PERFORMANCE ESTIMATES

EXHIBIT B

BUDGET PERIOD: 07/01/01 - 06/30/02 [X] ORIGINAL [] AMENDMENT NO.: CONTRACT NO.: CB-0102-30 DATE: 05/18/2001 PSA NO.: 30

Instruction: For each program, fill in the estimated number of service units anticipated for the fiscal year.

| A D C R C | | Estimate | Linkages | Estimate | |
|---|--|----------|--|---|-------------|
| | Number of Volunteers: | 50 | | Annual Number of Unduplicated Clients Served: | 200 |
| | Number of Volunteer Hours: | 1800 | | Average Number of Clients per Month: | 125 |
| | a. Participants with Moderate Cognitive Impairment: | 20 | | Average Ratio of Clients to Staff, per site (minimum 50:1): | 50:1 |
| | b. Participants with Severe Cognitive Impairment: | 11 | Foster Grandparent Program | Estimate | |
| | c. Participants with Mild Cognitive Impairment: | 5 | | Total Number of Volunteer Service Years (VSY) | 10 |
| | [a + b + c = d] d. Total Unduplicated Participants: | 36 | | Number of Volunteer Hours: | 10440 |
| | Maximum Program Capacity (Participants): | 15 | | Number of Senior Volunteers: | 10 |
| | | | | Number of Children Served: | 10 |
| | Number of Caregiver Support Sessions: | 12 | Senior Companion | Estimate | |
| | Number of In-service Training Sessions: | 6 | | Total Number of Volunteer Service Years (VSY) | 15 |
| | Number of On-site Training Sessions: | 4 | | Number of Volunteer Hours: | 15660 |
| Brown Bag | | Estimate | | Number of Senior Volunteers: | 15 |
| | Number of Persons Served (Unduplicated): | 2300 | | Number of Seniors Served: | 60 |
| | Number of pounds of food distributed: | 600000 | H I C A P | Estimate | |
| | Number of bags of food distributed: | 38000 | | Number of Community Presentations: | 42 |
| | Number of Volunteers: | 150 | | Number of Attendees at Presentations: | 3800 |
| | Number of Volunteer Hours: | 8800 | | Number of Persons Counseled: | 950 |
| Respite Program | | Estimate | | Average Number of Registered Counselors for the year: | 8 |
| Respite POS(Required Linkages Funding) | Number of Families Served (Unduplicated): | 38 | | Average Number of Registered Long-Term Counselors: | 3 |
| | Number of Respite Hours Provided: | 1200 | | Average Number of Community Educators: | 2 |
| Respite Registry | Number of Contacts: | | | Average Number of Active Registered Counselors per Month: | 7 |
| | Number of successful matches: | | H I C A P Legal Representation Services | Estimate | |
| Respite POS (Non-Linkages Funding) | Number of Volunteers: | - | | (If providing) Number of Clients: | |
| | Number of Volunteer Hours: | - | | (If providing) Number of Hours: | |

Special Terms and Conditions - Exhibit D

CB SPECIAL TERMS AND CONDITIONS

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" shall mean the coversheet (Std. 213), all exhibits, Area Plan, CBSP Budget, attachments, and amendments, unless otherwise provided in this Article.
- B. The Contractor shall comply with program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance, the provisions listed in this Agreement shall prevail.
- C. "State" and "Department," mean the State and the California Department of Aging interchangeably.
- D. "Contractor" means the Area Agency on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and is responsible for executing its provisions and services.
- E. "Subcontractor" means the legal entity that receives funds from the Contractor under this Agreement.
- F. "Reimbursable item" also means "allowable cost" and "compensable item."
- G. "Program" means a State funded program contained in the Mello-Granlund Older Californians Act (Section 9000 et seq. Of the Welfare and Institutions Code.)
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.
- I. "Program income" is revenue generated by the Contractor or service provider from contract-supported activities. Program income is:
 - 1. Voluntary contributions received from a participant or responsible party as a result of the service.
 - 2. Client fees charged for participation at an Alzheimer's Day Care Resource Center (ADCRC).
 - 3. Income from usage or rental fees of real or personal property acquired with contract funds.
 - 4. Royalties received on patents and copyrights from contract-supported activities.
 - 5. Proceeds from the sale of items fabricated under a contract agreement.

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

A. Nondiscrimination

1. The Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq.), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261).
2. The Contractor shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR 84).

B. Confidentiality

1. Identity shall include, but not be limited to, name, identifying number, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the participant, any such identifying information to anyone other than the State without prior written authorization from the State, except when subpoenaed by a court.
5. The Contractor may allow participants 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 from any participant.

C. Copyrights and Rights in Data

1. Copyrights

- a. 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 lines (b) and (c).
- b. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

- c. If the material is copyrighted with the consent of the Department, 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 the author.
- d. 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.

2. Rights in Data

- a. The Contractor shall not publish or transfer any materials produced or resulting from activities supported by this Agreement, as defined in b. below, without the express written consent of the Director of the Department. 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 the Department. The Department may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- b. 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 Area Agencies on Aging to facilitate uniformity of contract and program administration on a state wide basis.
- c. Subject only to any other provisions of this Agreement, the State may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all subject data delivered under this Agreement.
- d. Materials published or transferred shall (a) state that "The materials or product were a result of a project funded by a contract with the Department", (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 Department and that the publication may not be based upon or inclusive of all raw data.

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

D. 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, 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 judgement. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

E. 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.

F. Code of Conduct

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.
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.

G. 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, the State shall have the right to annul 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 contingent fee.

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

H. 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.

I. 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 acts and/or will include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 2760) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276 a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-330) (29 CFR, Part 5).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owners' value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Contractor or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

J. Contracts in Excess of \$100,000

If 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 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).
4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

K. Debarment

1. The Contractor must not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/State assistance programs.
2. The Contractor shall timely execute any and all amendments to this Agreement or certificates or other required documentation relating to their subcontractors debarment/suspension status.

L. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.
2. Documentation in the form of a resolution by the Governing Board of the Area Agency on Aging is required for the original and each subsequent amendment to the Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the Area Agency Director or designee to execute the original and all subsequent amendments to this Agreement.

M. Provision of Services

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached program exhibits which are hereby incorporated by reference.
2. As a condition of receipt of program expansion funds appropriated for Community Based Service Programs (CBSPs) pursuant to the Budget Act of 1998, Area Agencies on Aging shall establish and preserve specified CBSPs, consistent with the purpose and intent of the initial appropriations. The Contractor shall maintain programs funded from appropriations made by the Budget Act of 1999 for community-based program expansion until July 1, 2003. Community Based Services Programs are specified in W&I Code beginning with Chapter 7.5.

N. Availability

The Contractor shall make staff available to the State for training and meetings which the State may find necessary from time to time.

O. Administration

1. The Contractor shall be a public or private nonprofit entity. If a private nonprofit corporation or Joint Powers Authority (JPA), the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or Joint Powers Authority (JPA) shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval (CCR, Title 22, Division 1.8, Section 7362):
 - (a) The RFP or IFB
 - (b) All Bid proposals received.
 - (c) The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity.

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

3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract until satisfactory status is restored.

ARTICLE III. AGREEMENT

- A. All elements of this Agreement, as defined in Article I, Section A of this exhibit, and as approved by the Department in making this award, are hereby incorporated by reference, as if fully set forth herein.
- B. A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1600 K Street, Sacramento, California 95814.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that the 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 shall satisfy, settle, and resolve 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.

Special Terms and Conditions - Exhibit D

ARTICLE V. SUBCONTRACTS (Continued)

- B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for handling property in accordance with Article VIII. and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI.
- C. Funds for this Agreement shall not be obligated in subcontracts for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XII., Section E.
- G. The Contractor shall require all its 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 contractors, subcontractors, materialmen, 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 in the performance of this Agreement.
- H. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding and patient records and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such

Special Terms and Conditions - Exhibit D

ARTICLE VI. RECORDS (Continued)

longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, C, and (c) for such longer period as the Department deems necessary.

- B. 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 the Department, and are returned to the Department upon termination of this Agreement.
- C. 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 so stated in writing to the Contractor.
- D. 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 Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be destroyed by shredding 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, capitalized or noncapitalized, used in operation of this Agreement. Property that is capitalized is referred to as property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, computer floppy disks, file folders, etc.
- B. Property meeting all of the following criteria are subject to the capitalization requirements. Subject property must:
 - 1. Have a normal useful life of at least 1 year;
 - 2. Have a unit acquisition cost of at least \$5000 (e.g., four identical assets which cost \$3000 each, for a \$12,000 total would not meet this capitalization requirement); and
 - 3. Be used to conduct business under this Agreement.

As used in this Agreement, the term "equipment" shall refer only to capitalized property.

- C. Noncapitalized property are those items which do not meet all three requirements in this Article, Section B above.

Special Terms and Conditions - Exhibit D

ARTICLE VII. PROPERTY (Continued)

- D. Additions, improvements, and betterments to assets meeting all of the conditions in, Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. 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.

- F. The Contractor shall record the following information when property is acquired:
1. Date acquired;
 2. Property description (include model number);
 3. Property identification number (serial number);
 4. Cost or other basis of valuation;
 5. Fund source; and
 6. Rate of depreciation (or depreciation schedule), if applicable.

The Contractor shall keep track of property purchased with Contract funds, whether capitalized or not. The Contractor shall submit to the Department, annually with the Closeout, a current inventory of property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall maintain an annual inventory of property furnished or purchased by the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to the Department.

- G. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement, the Contractor must obtain approval from the Department regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall use the Request to Dispose of Property (CDA 248) to dispose of property.

Special Terms and Conditions - Exhibit D

ARTICLE VII. PROPERTY (Continued)

- H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. 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.
- J. 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 and until the Contractor has complied with all written instructions from the Department regarding the final disposition of the property.
- K. 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.
- L. To exercise the above right, within 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.
- M. 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. Another Department program providing the same or similar service; or
 - 2. Another Department-funded program; or
 - 3. State/federally-funded program.
- N. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- O. The Contractor or subcontractor 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.
- P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- Q. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

Special Terms and Conditions - Exhibit D

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State Agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal or State representatives, any books, documents, papers, records, and electronic files of the Contractor or subcontractor which are pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any administrative program and fiscal staff available during any scheduled process.

ARTICLE X. AUDIT

- A. The Contractor shall arrange for an audit to be performed as required by the Single Audit Act Amendments of 1996 and Circular A-133, and a copy submitted to:

California Department of Aging
Audit Branch
1600 K Street
Sacramento, California 95814
- B. The Contractor shall have the responsibility of resolving audits of its subcontractors.
- C. Whether or not the subcontractor obtains an independent audit, the Contractor must determine whether the subcontractor expended the funds provided under this Agreement in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the subcontractor or through other means (e.g., monitoring reviews) if the subcontractor has not had an audit.
- D. The Department shall have access to all audit reports of the Contractor and subcontractors and the option to perform audits and/or additional work, as needed.
- E. Where the Contractor engages an independent auditor, the Contractor shall provide for clause permitting access by the State to the work papers of the independent auditor.
- F. Audits to be performed shall be, minimally, financial, and compliance audits, and may include economy and efficiency and/or program results audits.
- G. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

Special Terms and Conditions - Exhibit D

ARTICLE X. AUDIT (Continued)

- H. Federal HICAP funds shall be audited according to the HICAP Program Exhibit.

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:

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 Department in cases of higher than usual risks.

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.

If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-E which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

\$750,000 if seating capacity is under 8
\$1,500,000 if seating capacity is 8 - 15
\$5,000,000 if seating capacity is over 15

unless otherwise amended by future regulation.

Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage may include medical malpractice and/or errors and omissions.

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
 1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
 2. 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.

Special Terms and Conditions - Exhibit D

ARTICLE XI. INSURANCE (Continued)

3. The Department shall be named the certificate holder and the address must be listed on the certificate.
- D. 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 the Department, 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, the Department may, in addition to any other remedies it may have, terminate this Agreement.
- E. The Contractor shall require its subcontractors under this program, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, workers' 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 Contractor shall maintain certificates of insurance for all its subcontractors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. 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 Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

ARTICLE XII. SUSPENSION OR TERMINATION

- A. The State may suspend or terminate the Contractor or project operations hereunder and any unearned funds shall be returned to or retained by the State, in the event of:
 1. A violation of the law or failure to comply with any condition of this Agreement.
 2. Inadequate program performance.
 3. Failure to comply with reporting requirements.
 4. Evidence that the Contractor is in such an unsatisfactory financial condition as determined by the Department, as to endanger performance of this Agreement which includes the loss of other funding sources.
 5. Delinquency in payment of taxes or the costs of performance of this Agreement in the ordinary course of business.

Special Terms and Conditions - Exhibit D

ARTICLE XII. SUSPENSION OR TERMINATION (Continued)

6. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against the Contractor.
 7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
 8. The commission of an act of bankruptcy;
 9. Finding of debarment or suspension.
 10. That the Contractor's organizational structure has materially changed.
- B. Such suspension or termination shall be effective immediately in the case of threat to health or safety of the public or, in all other cases, upon thirty (30) days written notice to the Contractor of the action being taken, the reason for such action and any conditions of the suspension or termination. Said notice shall also inform the Contractor of its right to appeal such decision to the State and of the procedure for doing so.
- C. The program(s) shall be automatically terminated when its operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Department.
- D. In the event of termination notice, the Department will present written notice to the Contractor of any conditions, such as care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.
- E. The Department may determine that a Contractor may be considered "high risk" as described in 45 CFR 92.12 for local governments and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

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 the Department 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 the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. REVISIONS, WAIVERS, OR MODIFICATIONS

- A. Should either party during the term of this Agreement desire a revision, waiver, or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept in writing within thirty (30) days of receipt of request or it shall be considered rejected, except those revisions, waivers, or modifications put into effect under Section C,

Special Terms and Conditions - Exhibit D

ARTICLE XV. REVISIONS, WAIVERS, OR MODIFICATIONS (Continued)

below. Once accepted, such revisions, waivers, or modifications shall require an Agreement amendment through the Department's amendment process to provide for the change mutually agreed to by the parties. The revision, waiver, or modification is not effective until the appropriate State processes have been completed.

- 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.

ARTICLE XVI. NOTICING

- 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, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Notices mailed to the State shall be addressed to the California Department of Aging, AAA-Based Services Teams Branch, 1600 K Street, Sacramento, California 95814. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- C. 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 the Department'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 present the name of its contact for this Agreement to the Department. The Contractor shall immediately notify the State, in writing, of any change of its contact or address.

ARTICLE XVIII. APPEAL PROCESS

In the event of an Agreement dispute or grievance regarding the terms and conditions of this Agreement both parties shall abide by the following procedures:

- a. The Contractor shall first discuss the problem informally with the AAA-Based Services Teams. If the problem is not resolved, the Contractor must, within fifteen (15) working days of the failed attempt to resolve the dispute with the AAA-Based Services Teams, submit a written complaint together with any evidence to the Long-Term Care and Aging Services Division Deputy Director. The complaint must include the disputed issues, the legal authority/basis for each issue which supports the Contractor's position and the remedy sought. The Deputy Director shall, within fifteen (15) working days after receipt of the Contractor's written complaint, make a determination on the dispute and issue a written decision and reasons therefor. All written communication shall be

Special Terms and Conditions - Exhibit D

ARTICLE XVIII. APPEAL PROCESS (Continued)

pursuant to Article XVI of this Exhibit. Should the Contractor disagree with the decision of the Deputy Director, the Contractor may appeal the decision to the Chief Deputy Director of the Department.

- b. The Contractor's appeal must be submitted within ten (10) working days from the date of the decision of the Division Deputy Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of the Contractor's appeal, the Chief Deputy Director or designee shall meet with the Contractor for review of the issues raised on appeal and issue a final written decision.
- c. The Contractor may appeal the final decision of the Chief Deputy Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations.)
- d. Costs of the Contractor or subcontractor for administrative/court review are not reimbursable.

Additional Provisions - Exhibit E

ALZHEIMERS ADDITIONAL PROVISIONS - CONTRACTED

ARTICLE I. ASSURANCES SPECIFIC TO ALZHEIMER'S PROGRAM

- A. The Contractor shall assure that the subcontractor will comply with the following:
1. Services are provided only to the defined Eligible Service Population.
 2. A dementia day care program and services to meet the special care needs and address the behavioral problems of participants and the needs of their caregivers as indicated by the most recent individual care plan developed by the site.
 3. Adequate and appropriate staffing to meet the nursing, psychosocial, and recreational needs of participants as stipulated in the ADCRC Program Manual.
 4. Assure physical facilities meet program needs and include the safeguards necessary to protect participant safety.
 5. Assist individuals who cannot afford the entire cost of the program. This may include, but need not be limited to, utilizing additional funding sources to provide supplemental aid and allowing family members to participate as volunteers at the day care facility.
 6. Provide a match of not less than twenty-five percent (25%) of the direct services contract amount consisting of cash and/or in-kind contributions, identify other potential sources of funding for the applicant's facility, and outline plans to seek additional funding to remain solvent. Fees for services, including Medi-Cal reimbursement payments, shall not be used for match.
 7. Compliance with all of the requirements of the ADCRC Program Manual, training manuals, and other guidance as issued by the Department, including county, State, and federal laws and regulations. The Contractor shall include in its subcontracts this same requirement for all subcontractors.
- B Utilize volunteers and volunteer aides and provide adequate training for those volunteers.
- C. Encourage family members and caregivers to provide transportation to and from the applicant's facility for participants.

Additional Provisions - Exhibit E

- D. Serve as a model center available to other service providers for onsite training in the care of these patients.

ARTICLE II. PROGRAM REPORTING PROVISIONS

Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit the following data reports electronically to the Department's Data Analysis and Regulations Team according to the frequency listed:

- a. Service Units Data File (ALZ)101, quarterly
- b. Summary Client Profile Data File (ALZ) 102B, annually

Quarterly reports are due 30 days after the end of the quarter (October 31, January 31, April 30, and July 31). Annual reports are due 60 days after the end of the fiscal year (August 30). For any reports 30 days or more in arrears of the due date, the Contractor shall provide an immediate written explanation to the Data Analysis and Regulations Team. This explanation shall include the reasons for the delay and the date the report will be submitted.

Additional Provisions - Exhibit E

BROWN BAG ADDITIONAL PROVISIONS - CONTRACTED

ARTICLE I. ASSURANCES SPECIFIC TO BROWN BAG

- A. The Contractor shall assure the following:
1. Services are provided only to the defined Eligible Service Population.
 2. Priority shall be given to older individuals whose income is no greater than the maximum benefit received by a blind individual who receives the basic benefit under SSP.
 3. Sufficient amounts of food products to help meet the nutritional needs of program participants and based on the USDA Food Pyramid.
 4. The provision of a Cash Match of twenty-five (25%) percent and an In-Kind Match of twenty-five (25%) percent of all State funds allocated for this program.
 5. The subcontractor(s) abides by the Brown Bag Program Manual, training manuals, and other guidance issued by the Department, including any subsequent changes to county, State, and federal law and regulations.
 6. The subcontractor(s) shall identify the Brown Bag Program as a completely separate program or as an easily identifiable part of a larger program that provides surplus food products to low-income older individuals exclusively.
- B. The subcontractor (s) may suggest, but shall not require any Brown Bag Program participant or member to make a contribution. Regardless of individual pick-up or home delivery, no member shall be denied bags of food, receive lower quality or quantity of food, or be dropped from the program if he or she declines to contribute. However, voluntary contributions from Brown Bag Program participants are welcome and shall be recognized as program income.

Additional Provisions - Exhibit E

ARTICLE II. PROGRAM REPORTING PROVISIONS

Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit the following data reports to the Department's Data Analysis and Regulations Team (DART) according to the frequency listed:

- Brown Bag Activity Report (CDA 5), batched monthly, submitted quarterly

Quarterly reports are due 30 days after the end of the quarter (October 31, January 31, April 30, and July 31). For any reports 30 days or more in arrears of the due date, the Contractor shall provide an immediate written explanation to the DART. This explanation shall include the reasons for the delay and the date the report will be submitted.

Additional Provisions - Exhibit E

FOSTER GRANDPARENT ADDITIONAL PROVISIONS - CONTRACTED

ARTICLE I. ASSURANCES SPECIFIC TO FOSTER GRANDPARENT PROGRAM

- A. The Contractor shall assure the following:
1. Services are provided only to the defined Eligible Service Population.
 2. Their organization is in good standing with the federal Corporation for National Service (CNS).
 3. That CNS approved mileage reimbursement is adequately supported for Foster Grandparent volunteers having their own auto insurance coverage.
 4. Abide by the CNS Foster Grandparent Program Manual, training manuals, and other guidance issued by the Department, including any subsequent changes to State and/or federal laws or regulations.
 5. Funds awarded under this Agreement shall not be used to purchase any personal property or equipment without prior written approval of the Department.
 6. Have the ability to provide the specified services in a variety of settings, including but not limited to, schools, hospitals, and juvenile detention centers.
- B. The Contractor shall ensure the subcontractor will not expend more than twenty percent (20%) of the program funds for administration. A subcontractor may request from the contractor permission to exceed the maximum 20% administration allowance following CNS Project Amendment guidelines.

ARTICLE II. PROGRAM REPORTING PROVISIONS

Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit the following data reports electronically to the Department's Data Analysis and Regulations Team (DART), according to the frequency listed:

- a. Service Units Data File (FGS) 101, quarterly
- b. Summary Client Profile Data File (FGS) 102B, quarterly

Quarterly reports are due 30 days after the end of the quarter (October 31, January 31, April 30, and July 31). Annual reports are due 60 days after the end of the fiscal year (August 30). For any reports 30 days or more in arrears of the due date, the Contractor shall provide an immediate written explanation to the DART. This explanation shall include the reasons for the delay and the date the report will be submitted.

Additional Provisions - Exhibit E

HICAP ADDITIONAL PROVISIONS - CONTRACTED WITHOUT LEGAL

ARTICLE I. ASSURANCES SPECIFIC TO HICAP

- A. The Contractor shall assure that the subcontractor will comply with the following:
1. Services are provided only to the defined Eligible Service Population.
 2. *Contributions.* No fees may be charged for services although contributions or donations may be requested. Signs and literature about the HICAP services may indicate that donations are welcome and may suggest donation amounts. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as HICAP Program Income.
 3. *Management Capacity.* The Program Manager shall manage the program at least 32 hours per week. The subcontractor shall submit, in a timely manner, the name of the Program Manager to the Contractor that will allow the Contractor to submit the information to the Department within 30 days of initial employment.
 4. *Program Manager Authority.* Assure that the Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints and to refer HICAP clients to legal services.
 5. *Notice of Operational Changes.* Provide timely notice to the Contractor of any changes to the program or changes in the status of the subcontractor that could restrict the operations of, or access to, HICAP services including, but not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes.
 6. *Registered Counselors.* Provide that all persons affiliated with the program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with law and regulation.
 7. *Confidential Records.* All records containing confidential client information, including, but not limited to the "Intake/Counseling Form," shall be handled in a confidential manner, subject to the requirements for audits and monitoring, Exhibit D, Articles IX, XII, and XIII. Confidential records shall be collected no less than annually from the field. This includes individual Intake/Counseling Forms of persons being counseled

Additional Provisions - Exhibit E

exceeding the maximum counseling period of twelve (12) months as defined in the HICAP Program Manual, Section 4, subsection 4.1. Confidential records shall be maintained by the subcontractor until an audit has occurred and an audit resolution has been issued, unless otherwise authorized in writing by the Department's Audit Branch. After that period or authorization, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

- B. The Contractor shall assure compliance with the State Conflict of Interest Requirements, Certification Regarding Lobbying and Nondiscrimination Assurance as follows:
1. State Conflict of Interest Requirements
 - a. The Contractor shall assure that project staff and volunteers do not engage in the solicitation of insurance, nor endorse any Medicare supplement, long-term care, or other insurance policies or plans, nor endorse the services on any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.
 - b. The Contractor shall assure that the project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Contractor shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with Department guidance on conflict of interest and the HICAP Program Manual.
 - c. The contractor shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Contractor shall assure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Contractor or subcontractors from soliciting program contributions from entities that do not pose a conflict of interest.

Additional Provisions - Exhibit E

2. Certification Regarding Lobbying

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

3. Nondiscrimination Assurance

- a. The Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor received

Additional Provisions - Exhibit E

federal financial assistance from the Department, a recipient of federal financial assistance from HCFA; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

- b. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Contractor by the Department, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the federal financial assistance is extended to it by the Department.
- c. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Contractor by the Department, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreement made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

ARTICLE II. PROGRAM REPORTING PROVISIONS

Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate, and verifiable. [W&I Code, Section 9541 (c) (8)]. The Contractor must submit the following data reports to the Department's Data Interpretation Team according to the frequency listed:

- Monthly Performance Report (MPR)(CDA 243), batched monthly, submitted quarterly.

Quarterly reports are due 30 days after the end of the quarter (October 31, January 31, April 30, and July 31). Annual reports are due 60 days after the end of the fiscal year (August 30). For any reports 30 days or more in arrears of the due date, the Contractor shall provide an immediate written explanation to the

Additional Provisions - Exhibit E

Data Interpretation Team. This explanation shall include the reasons for the delay and the date the report will be submitted.

Additional Provisions - Exhibit E

LINKAGES ADDITIONAL PROVISIONS - CONTRACTED

ARTICLE I. ASSURANCES SPECIFIC TO LINKAGES PROGRAM

The Contractor shall assure the following:

1. Services are provided only to the defined Eligible Service Population.
2. Services will address the avoidance of inappropriate or premature placement of functionally impaired or frail elderly adults in nursing facilities. Linkages will also foster independent living for those adults who may be safely discharged from nursing facilities and for those who are at risk for placement in nursing facilities.
3. The following staffing qualifications shall be met unless otherwise stipulated by the Department:
 - a. The Director shall oversee the Program's administration. If the Director also has direct supervision of the client services functions, including supervision of the case management staff, then the Director must have at least a master's degree in a health or social services specialty and at least two years of previous related experience. If the Director does not directly supervise client services then a bachelor's degree and two years of administrative experience in the health or social services fields are required.
 - b. A Clinical Supervisor who supervises the client services functions, including supervision of the clinical staff, must have at least a master's degree in health or social services and at least two years previous related experience. The Clinical Supervisor must be budgeted at least 20% time of a full time equivalent position and must be available to case management staff on a daily basis.
 - c. Professional case managers, must either possess a bachelor's degree in social work or a related field or a Registered Nurse (RN) license and have a minimum of one year of experience in a health or social services specialty.
4. Each provider is required to develop a method to enable clients and/or others to contribute to the cost of case management, and/or purchase of services. No client can be denied service based on inability or unwillingness to contribute. Any contributions/fees received by Linkages shall not reduce the contract amount, but shall be used for enhancement of the Linkages Program. Accountability of the collected contributions/fees must be separate from contract funds. The Contractor may retain client contributions/fees on hand at the end of each fiscal year. However, if either party terminates the contract agreement, all client

Additional Provisions - Exhibit E

contributions/fees on hand must be used to offset the expenditures, thus reducing the contract expenditure amount.

5. Provide, when appropriate, integration of specific components of the Linkages Program with other programs in the contracting agency. Factors to be taken into consideration are:
 - (a) Long-term-care information and assistance services may be integrated with other information and assistance services operated by the Contractor to establish a comprehensive system within the Contracting Agency.
 - (b) The intake/screen portion of the assessment instrument may be completed by a trained staff person within the parameters of a centralized intake unit established by the Contractor.
 - (c) Integration of services shall be in accordance with Exhibit B, Article I, Section B, Accountability for Funds of this Agreement.
6. The Contractor shall assure that client information can be shared among programs if it serves the client more efficiently, and if it is in accordance with Exhibit D, Article II, Section C of this Agreement.
7. In the event of contract termination, the Contractor assures that any resource directories and all client records remain the property of the Department and are returned to the Contractor.

ARTICLE II. PROGRAM REPORTING PROVISIONS

Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit the following data reports electronically to the Department's Data Analysis and Regulations Team (DART) according to the frequency listed:

- a. Service Units Data File (LNK 101) (report purchased and arranged services) is due quarterly
- b. Summary Client Profile Data File (LNK 102A) is due annually
- c. Unduplicated Client Count Data File (LNK 105) is due annually, 60 days after the end of the fiscal year.

Quarterly reports are due 30 days after the end of the quarter (October 31, January 31, April 30, and July 31). Annual reports are due 60 days after the end of the fiscal year (August 30). For any reports 30 days or more in arrears of the due date, the Contractor shall provide an immediate written explanation to DART. This explanation shall include the reasons for the delay and the date the report will be submitted.

Additional Provisions - Exhibit E

RESPITE PURCHASE OF SERVICE ADDITIONAL PROVISIONS - CONTRACTED

ARTICLE I. ASSURANCES SPECIFIC TO RESPITE PURCHASE OF SERVICE

The Contractor shall assure the following:

1. Services are provided only to the defined Eligible Service Population.
2. At a minimum, the Contractor shall be required to contract with the local Linkages provider for RPOS at the Fiscal Year 2000/2001 allocation level.
3. Allocations specifically for RPOS shall not exceed \$450 per fiscal year/per client enrolled, unless approved in advance by the Supervisor.

ARTICLE II. PROGRAM REPORTING PROVISIONS

Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit the following data reports to the Department's Data Interpretation Team (DART) according to the frequency listed:

- Monthly Service Summary Report (CDA 261), batched monthly, submitted quarterly

Quarterly reports are due 30 days after the end of the quarter (October 31, January 31, April 30, and July 31). For any reports 30 days or more in arrears of the due date, the Contractor shall provide an immediate written explanation to DART. This explanation shall include the reasons for the delay and the date the report will be submitted.

Additional Provisions - Exhibit E

SENIOR COMPANION ADDITIONAL PROVISIONS - CONTRACTED

ARTICLE I. ASSURANCES SPECIFIC TO SENIOR COMPANION PROGRAM

- A. The Contractor shall assure the following:
1. Services are provided only to the defined Eligible Service Population.
 2. Their organization is in good standing with the federal Corporation for National Service (CNS).
 3. That CNS approved mileage reimbursements is adequately supported for Senior Companion volunteers having their own auto insurance coverage.
 4. Abide by the CNS Senior Companion Program Manual, standards, policies and procedures issued by the Department, and subsequent changes to State and federal laws and regulations.
 5. Funds awarded under this Agreement shall not be used to purchase any personal property or equipment without prior written approval of the Department.
 6. Have the ability to provide the specified services in a variety of settings, including but not limited to, residential, nonresidential, institutional and in-home settings.
 8. Assure that no Senior Companion volunteers will be assigned to individuals already receiving in-home supportive services [Welfare and Institutions Code, Section 9547 (e)]. Nothing in this provision shall prohibit the use of the Senior Companion volunteer to enhance services.
- B. The Contractor shall ensure the subcontractor will not expend more than twenty (20%) of the program funds for administration. A subcontractor may request from the contractor permission to exceed the maximum 20% administrative allowance following CNS Re-budgeting guidelines.

ARTICLE II. PROGRAM REPORTING PROVISIONS

Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit the following data reports electronically to the Department's Data Analysis and Regulations Team (DART)] according to the frequency listed:

- a. Service Units Data File (SCC)101, quarterly
- b. Summary Client Profile Data File (SCC)102B, annually

Additional Provisions - Exhibit E

Quarterly reports are due 30 days after the end of the quarter (October 31, January 31, April 30, and July 31). Annual reports are due 60 days after the end of the fiscal year (August 30). For any reports 30 days or more in arrears of the due date, the Contractor shall provide an immediate written explanation to the DART. This explanation shall include the reasons for the delay and the date the report will be submitted.

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

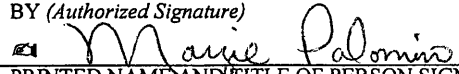
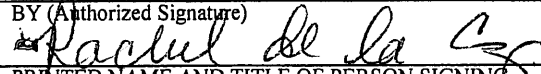
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|--------------------------------|------------------|
| AGREEMENT NUMBER TV-0102-30 | AMENDMENT NUMBER |
|--------------------------------|------------------|

- This Agreement is entered into between the State Agency and the Contractor named below

| |
|--|
| STATE AGENCY'S NAME California Department of Aging |
| CONTRACTOR'S NAME Stanislaus County, Department of Aging and Veteran Services |
- The term of this Agreement is: July 1, 2001 through June 30, 2002
- The maximum amount of this Agreement is: \$ 83,791
- 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:

| | | | |
|---|----------|---------|-----------|
| Exhibit A – Scope of Work | 3 | Page(s) | |
| Exhibit B – Budget Detail and Payment Provision | 6 | Page(s) | |
| * Exhibit C – General Terms and Conditions | GTC201 | | 2/20/2001 |
| | (Number) | | (Dated) |
| Exhibit D – Special Terms and Conditions | 18 | Page(s) | |
| Exhibit E – Additional Provisions | 3 | Page(s) | |

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

| | | |
|--|------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Stanislaus County, Department of Aging and Veteran Services | | Exempt per Mello-Granlund Older Californians Act |
| BY (Authorized Signature)  | DATE SIGNED 8/24/01 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Margie Palomino, Director | | |
| ADDRESS 822 12 th Street, Modesto, California 95354 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME California Department of Aging | | <input type="checkbox"/> Exempt per _____ |
| BY (Authorized Signature)  | DATE SIGNED 9-7-01 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Rachel De La Cruz, Staff Services Manager I | | |
| ADDRESS 1600 K Street, Sacramento California 95814 | | |

Scope of Work- Exhibit A

TITLE V SCOPE OF WORK - CONTRACTED

ARTICLE I. DEFINITIONS

- A. **Enrollee Position** means an authorized employment position whose unit cost includes administration, enrollee wage and fringe benefits, and other enrollee costs. The number of enrollee positions is based on an equitable distribution of funds as determined by the U. S. Department of Labor (DOL) and the amount of funding available for a given Fiscal Year (FY).
- B. **Host Agency** means a public or private non-profit agency that provides a work site, training, and supervision for an enrollee.
- C. **Low Income** means family income not more than 125 percent of the federal poverty guidelines.
- D. **Eligible Service Population** means low income California residents who are 55 years of age or older and earn no more than 125 percent of the federal poverty level. (Older Americans Act, 20 Code of Federal Regulations (CFR) Part 641 and 29 CFR Part 89)

ARTICLE II. SCOPE OF WORK

- A. The Contractor is charged with ensuring statutory provisions of the Older Americans Act, Title V, Senior Community Service Employment Program (SCSEP) as provided in accordance with law and regulation and the SCSEP Program Manual as issued by the Department. (Older Americans Act, 20 CFR Part 641, and 29 CFR Part 89)
- B. Administrative requirements include:
 - 1. Initiate/procure subcontracts pursuant to Welfare and Institutions Code, Section 9000, et seq.
 - 2. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
 - 3. Annually monitor, evaluate, and document subcontractor performance and compliance with this Agreement.
 - 4. Collect, review, and approve subcontractor quarterly program performance reports in accordance with Department requirements. Data collected must be timely, complete, accurate, and verifiable.

Scope of Work- Exhibit A

5. Provide support and technical assistance to the subcontractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
 6. Distribute and maintain an up-to-date program manual specific to the program covered by this Exhibit so that all responsible persons have ready access to standards, policies, and procedures.
 7. Provide information and referral specific to the program covered by this Exhibit so that the public may have access to the program's services.
- C. Performance of the Subcontractor. The subcontractor shall perform the following:
1. Implement statutory provisions of the Title V SCSEP in accordance with law and regulation, and the SCSEP Program Manual as issued by the Department and promote useful part-time job opportunities in community services for low-income persons who are 55 years of age or older and who have poor employment prospects. (Older Americans Act, 20 CFR Part 641, and 29 CFR Part 89)

The subcontractor will serve 140 percent of the number of funded enrollee positions in the contract year. This level of performance shall not be unilaterally reduced or otherwise changed without written prior approval of the Department.
 2. Recruit, select, and process eligible enrollees. Provide orientation, assessment, and training to all enrollees. Assist enrollees in seeking unsubsidized employment and ensure that at least 25 percent of the enrollees secure unsubsidized employment.
 3. Provide Individual Development Plans (IDP) for each enrollee based on an assessment that considers the individual's preference of occupational category, work history, skills, interests, talents, physical capabilities, need for supportive services, aptitudes, potential for performing proposed community service assignment duties, and potential for transition to unsubsidized employment. IDPs will be developed in partnership with each enrollee and will reflect the needs as well as the expressed interests and desires of the enrollee. IDPs shall be reviewed at least once in a 12-month period to evaluate the progress of each enrollee in meeting the objectives of the IDP, to determine each enrollee's potential for transition to unsubsidized employment, to determine the appropriateness of each enrollee's current community service assignment, and to review progress made toward meeting their training and employment objectives.

Scope of Work- Exhibit A

4. Provide or arrange for training specific to an enrollee's host agency assignment. Training may be provided through lectures, seminars, classroom instruction, individual instruction, or other arrangements. Training shall consist of up to 500 hours per enrollee, per year and shall be consistent with the enrollee's IDP.
5. Obtain and record the personal information necessary for a proper determination of eligibility for all enrollees and maintain documentation supporting their eligibility. The income of each enrollee shall be recertified once each FY. All documents shall be maintained in a confidential manner.
6. Cooperate with community, employment, and training agencies, including agencies under the Workforce Investment Act (WIA) and through the One-Stop Career Centers, to provide services to low-income older workers.
7. Maintain an up-to-date SCSEP Program Manual with related departmental requirements so that all responsible persons have ready access to standards, policies, and procedures.

Budget Detail, Payment Provisions, and Closeout - Exhibit B

TITLE V BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT

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 Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration 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. (CCR, Title 2 Section 599.615 et seq.)
3. The Department reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Department not to be in compliance with this Agreement, unrelated or inappropriate to contract activities, or when inadequate supporting documentation is presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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 kept in accordance with Generally Accepted Accounting Principles and Procedures.

C. Unexpended Funds

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

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of 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.

Budget Detail, Payment Provisions, and Closeout - Exhibit B

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United State Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. If the Legislature and/or Congress do not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. In the event that insufficient funds are appropriated this Agreement may be cancelled at any time by either party, by giving (30) days written notice to the other party.

E. Interest Earned

Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (1), (2), or (3) apply.

- (1) The recipient receives less than \$120,000 in federal awards per year.
- (2) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
- (3) 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.

For non-profit entities interest earned on federal advances deposited in interest bearing accounts in excess of \$250 shall be remitted annually to the Department.

ARTICLE II. BUDGET AND BUDGET REVISIONS

- A. A SCSEP Application, Budget (CDA 35, Part I, II, III, and IV), and Budget Narrative must be submitted, in accordance with the annual Application and Budget Instruction Package, as issued by the Department, before the start up of each fiscal year and in accordance with Section 4031 – 4036 of the SCSEP Program Manual. The Budget and Budget Narrative must correlate with SCSEP activities and functions, stipulated within the annual SCSEP Application.
- B. Each SCSEP contractor is required to submit a budget revision if spending exceeds or is below 10 percent of each cost category. Budget revisions may be submitted as necessary, but no later than May 1 of each fiscal year. The Department will not accept any budget revision beyond May 1 or after the grant period has expired. The SCSEP contractor must submit at least one budget revision during the fiscal year unless the grantee feels it is not necessary to complete a revision. If the contractor feels it is not necessary, a letter must be

Budget Detail, Payment Provisions, and Closeout - Exhibit B

submitted to the Department requesting a waiver of the budget revision requirement. In the letter, the contractor must accept full responsibility for any consequential funds that must be returned to the Department in the closeout process as a result of failing to complete necessary budget revisions.

ARTICLE III. PAYMENT

- A. To receive payment, the Contractor shall prepare and submit, by the 15th of each month, two (2) originals with original signatures of a Monthly Expenditure Report/Request for Funds (CDA 29), to:

California Department of Aging
AAA-Based Teams
1600 K Street
Sacramento, California 95814

- B. Request for Funds shall be processed for payment once a month. Requests may be based on the prior month's expenditures or may be equal to, but not exceed, one twelfth of the total contract award. Local procedures must be established to minimize excess cash on hand. Request for Funds shall be calculated to ensure excess cash on hand is spent before additional funds are requested.

ARTICLE IV. CLOSEOUT

- A. The Financial Closeout Report (CDA 90) shall be submitted annually, to the AAA-Based Team, within (60) calendar days following the end of the fiscal year, or within (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.

PART II - BUDGET

| CATEGORIES | ADMINISTRATION | | ENROLLEE WAGES AND FRINGE BENEFITS | | | OTHER ENROLLEE COSTS | | TOTAL | | |
|--------------------|----------------|----------|------------------------------------|-------|----------|----------------------|----------|---------|-------|----------|
| | FEDERAL | NON-FED. | FEDERAL | STATE | NON-FED. | FEDERAL | NON-FED. | FEDERAL | STATE | NON-FED. |
| A. PERSONNEL | 5,922 | 1,570 | 50,799 | 9,761 | 5 | | | 56,721 | 9,761 | 1,575 |
| B. FRINGE BENEFITS | | 2,127 | 7,685 | | | | | 7,685 | | 2,127 |
| C. TRAVEL | | 305 | | | | | | | | 305 |
| D. EQUIPMENT | | | | | | | | | | |
| E. SUPPLIES | | | | | | | 600 | | | 600 |
| F. CONTRACTUAL | | 1,250 | | | | | | | | 1,250 |
| G. OTHER | | | | | | | 120 | | | 120 |
| H. ORIENTATION | | | | | | 2,070 | 892 | 2,070 | | 892 |
| I. ASSESSMENT | | | | | | 2,417 | 304 | 2,417 | | 304 |
| J. TRAINING | | | | | | 5,137 | 6,148 | 5,137 | | 6,148 |
| K. SUPPORT SERVICE | | | | | | | 2,500 | | | 2,500 |
| L. JOB DEVELOPMENT | | | | | | | 800 | | | 800 |
| M. TRANSPORTATION | | | | | | | | | | |
| N. INDIRECT COSTS | | | | | | | | | | |
| O. TOTALS | 5,922 | 5,252 | 58,484 | 9,761 | 5 | 9,624 | 11,364 | 74,030 | 9,761 | 16,621 |

PART III - BUDGET SUMMARY

| | FEDERAL | STATE | NON-FEDERAL | TOTAL |
|--|---------|-------|-------------|---------|
| TOTAL ADMINISTRATION | 5,922 | | 5,252 | 11,174 |
| TOTAL ENROLLEE WAGES AND FRINGE BENEFITS | 58,484 | 9,761 | 5 | 68,250 |
| TOTAL OTHER ENROLLEE COSTS | 9,624 | | 11,364 | 20,988 |
| TOTAL PROJECT COSTS | 74,030 | 9,761 | 16,621 | 100,412 |

PART IV - STATE APPROVAL

| | | | |
|---|-----------------|---|-----------------|
| SCSEP PROGRAM ANALYST <i>Nemir Hamar</i> | DATE 6/22/01 | SCSEP PROGRAM COORDINATOR <i>[Signature]</i> | DATE 6/20/01 |
|---|-----------------|---|-----------------|

BUDGET NARRATIVE
JULY 1, 2001-JUNE 30, 2002

EXHIBIT B

| | | | | |
|--|----------------|--------------|--------------------|--------------|
| | FEDERAL | STATE | NON FEDERAL | TOTAL |
|--|----------------|--------------|--------------------|--------------|

Administration

Personnel

| | | | | |
|---------------------|-------|--|--|-------|
| Project Director | 2,500 | | | 2,500 |
| 50,000 X 5% = 2,500 | | | | |

| | | | | |
|----------------------|-------|--|-----|-------|
| Accountant | 3,422 | | 322 | 3,744 |
| 24,960 X 15% = 3,744 | | | | |

Non Federal

| | | | | |
|---------------------|--|--|-------|-------|
| Accountant | | | 1,248 | 1,248 |
| 24,960 X 5% = 1,248 | | | | |

Fringe Benefits

| | | | | |
|--|--|--|-------|-------|
| These costs consist of fringe benefits paid to full time staff. Fringe benefits amount to .169 x 7,492 = 1,266 for Project Director and Accountant | | | 1,266 | 1,266 |
|--|--|--|-------|-------|

| | | | | |
|-----------------------------------|--|--|-----|-----|
| Life Ins./ED/300 per year X.17=51 | | | | |
| Medical Ins./ED/270 moX12X.05=162 | | | | |
| Medical Ins./Acct 270X12X.20=648 | | | 861 | 861 |

Travel

| | | | | |
|---|--|--|-----|-----|
| Paid to project staff 1,000 miles X 30.5 = 305 | | | 305 | 305 |
|---|--|--|-----|-----|

Equipment

Supplies

Office Supplies

Contracts

| | | | | |
|-------|--|--|-------|-------|
| Audit | | | 1,250 | 1,250 |
|-------|--|--|-------|-------|

| | | | | |
|--------------------------------|--------------|--|--------------|---------------|
| Subtotal Administration | 5,922 | | 5,252 | 11,174 |
|--------------------------------|--------------|--|--------------|---------------|

Enrollee Wages and Benefits

Personnel

| | | | | |
|---|--------|-------|---|--------|
| 11 enrollees @ \$6.25 per hour (approximately 9690.40 hrs) | 50,799 | 9,761 | 5 | 60,565 |
|---|--------|-------|---|--------|

| | | | | |
|-----------------|-------|--|--|-------|
| Fringe Benefits | 7,485 | | | 7,485 |
|-----------------|-------|--|--|-------|

| | | | | |
|---|-----|--|--|-----|
| Calculated @ 12.36% of wages; \$40 for physical examinations 5 X 40 = 200 | 200 | | | 200 |
|---|-----|--|--|-----|

| | | | | |
|--|---------------|--------------|----------|---------------|
| Subtotal for Enrollee Wages and Fringe Benefits | 58,484 | 9,761 | 5 | 68,250 |
|--|---------------|--------------|----------|---------------|

| | FEDERAL | STATE | NON FEDERAL | TOTAL |
|--|---------------|--------------|---------------|------------------|
| <u>COLUMN (3) OTHER ENROLLEE COSTS</u> | | | | EXHIBIT B |
| Supplies | | | | |
| Office Supplies | | | 500 | 500 |
| Enrollee outreach printing | | | 100 | 100 |
| Other | | | | |
| Enrollee Meeting Space \$10 X 12 = 120 | | | 120 | 120 |
| Orientation | | | | |
| Wages for Program Director conducting Orientation \$50,000 X 1% = \$500 | 500 | | | 500 |
| Fringe Benefits @ .169 X 500 | 85 | | | 85 |
| Health Benefit 270 mo X 12 X .01= | 32 | | | 32 |
| Program Assistant 220 hrs. X \$9.00=1980 | | | | |
| Fringe Benefits 1980 X .169 = 335 | 1,453 | | | |
| Health Benefits 270 X .11 = 29.70 | | | 892 | 2,345 |
| Assessment | | | | |
| Wages for Program Director conducting assessment \$50,000 X 1% = \$500 | 500 | | | 500 |
| Fringe Benefits @ .169 X 500 | 85 | | | 85 |
| Health Benefits 270 X 12 X .01 | 32 | | | 32 |
| Program Assistant 200 hrs. X \$9.00= 1800 | 1,800 | | | 1,800 |
| Fringe Benefits 1800 X .169 = 304 | | | 304 | 304 |
| Training | | | | |
| Wages for Program Director conducting training \$50,000 X 10% = \$5,000 | 5,000 | | | 5,000 |
| Fringe Benefits @ .169 X 5000 = 845 | 137 | | 708 | 845 |
| Health Benefits 270 X 12 X .05=160 | | | 160 | 160 |
| Host agency supervisors 11 enrollees X 4 hours per month X 12 = \$10 (Including fringe benefits) | | | 5,280 | 5,280 |
| Support Services | | | | |
| Wages for Program Director conducting support services \$50,000 X 5% = \$2,500 | | | 2,500 | 2,500 |
| Job Development | | | | |
| CA One Stop Job development | | | 800 | 800 |
| Subtotal Other Enrollee Costs | 9,624 | | 11,364 | 20,988 |
| <u>TOTAL PROJECT BUDGET</u> | 74,030 | 9,761 | 16,621 | 100,412 |

Special Terms and Conditions - Exhibit D

TITLE V CONTRACT TERMS AND CONDITIONS

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" shall mean the coversheet (Std. 213), all exhibits, the Budget, the project application, attachments, and amendments, unless otherwise provided in this Article.
- B. The contractor shall comply with program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance, the provisions listed in this Agreement shall prevail.
- C. "State" and "Department," mean the State and the California Department of Aging interchangeably.
- D. "Contractor" means the Area Agency on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and is responsible for executing its provisions and services.
- E. "Subcontractor" means the legal entity that receives funds from the Contractor under this Agreement.
- F. "Reimbursable item" also means "allowable cost" and "compensable item."
- G. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "USC" means United States Code. "PCC" means Public Contract Code.
- H. "Program income" means revenue generated by the Contractor or service provider from contract-supported activities. Program income is:
 - 1. Voluntary contributions received from a participant or responsible party as a result of the service.
 - 2. Income from usage or rental fees of real or personal property acquired with funds provided under this Agreement.
 - 3. Royalties received on patents and copyrights from contract-supported activities.
 - 4. Proceeds from the sale of items fabricated under a contract agreement.

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES

A. Nondiscrimination

1. The Contractor will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee e), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
2. The Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq.), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261).
3. The Contractor shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR 84).

B. Confidentiality

1. Identity shall include, but not be limited to, name, identifying number, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

4. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the participant, any such identifying information to anyone other than the State without prior written authorization from the State, except when subpoenaed by a court.
5. The Contractor may allow participants 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 from any participant.

C. Copyrights and Rights in Data

1. Copyrights

- a. 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 lines (b) and (c).
- b. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.
- c. If the material is copyrighted with the consent of the Department, 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 the author.
- d. 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.

2. Rights in Data

- a. The Contractor shall not publish or transfer any materials, as defined in b. below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. 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 the Department. The Department may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

- b. 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 Area Agencies on Aging to facilitate uniformity of contract and program administration on a State wide basis.
- c. Subject only to the provisions of Article II., Section C., Section D., paragraph 1., the State may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all subject data delivered under this Agreement.
- d. Materials published or transferred shall (a) state "The materials or product were a result of a project funded by a contract with the "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 Department and that the publication may not be based upon or inclusive of all raw data.

D. 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, 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 judgement. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

E. 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.

F. Code of Conduct

- 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

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

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

G. 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, the State shall have the right to annul 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 contingent fee.

H. 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.

I. Contracts in Excess of \$100,000

If 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 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).
4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

J. Debarment

1. The Contractor must not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/State assistance programs.

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

2. The Contractor shall timely execute any and all amendments to this Agreement or certificates or other required documentation relating to their subcontractors debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.
2. Documentation in the form of a resolution by the Governing Board of the Area Agency on Aging 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 Area Agency Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Availability

The Contractor shall make staff available to the State for training and meetings which the State may find necessary from time to time.

M. Administration

1. The Contractor shall be a public or private nonprofit entity. If a private nonprofit corporation or Joint Powers Agreement (JPA), the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or Joint Powers Agreement (JPA) shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval (Per CCR, Title 22, Division 1.8, Section 7362):
 - (a) The RFP or IFB
 - (b) All Bid proposals received.
 - (c) The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity.

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

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract until satisfactory status is restored.
- N. The Contractor by signing this contract hereby certifies to the best of his or her knowledge and belief, that:
1. No federal 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 federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 undersigned 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

ARTICLE III. AGREEMENT

- A. All elements of this Agreement, as defined in Article I., Section A., and as approved by the Department in making this award, are hereby incorporated by reference, as if fully set forth herein.
- B. A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1600 K Street, Sacramento, California 95814.

Special Terms and Conditions - Exhibit D

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that the 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 shall satisfy, settle, and resolve 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.
- B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontracts for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI, Section E of this exhibit.
- G. The Contractor shall require all its 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 contractors, 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 in the performance of this Agreement.
- H. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.

Special Terms and Conditions - Exhibit D

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, C, or (c) for such longer period as the Department deems necessary.
- B. 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 the Department upon termination of this Agreement.
- C. 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 so stated in writing to the Contractor.
- D. 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 Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be destroyed by shredding 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, capitalized or noncapitalized, used in operation of this Agreement. Property that is capitalized is referred to as property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, computer floppy disks, file folders, etc.
- B. Property meeting all of the following criteria are subject to the capitalization requirements. Subject property must:
 - 1. Have a normal useful life of at least 1 year;

Special Terms and Conditions - Exhibit D

ARTICLE VII. PROPERTY (Continued)

2. Have a unit acquisition cost of at least \$5000 (e.g., four identical assets which cost \$3000 each, for a \$12,000 total would not meet this capitalization requirement); and
3. Be used to conduct business under this Agreement.

As used in this Agreement, the term "equipment" shall refer only to capitalized property.

- C. Noncapitalized property are those items which do not meet all three requirements in this Article, Section B above.
- D. Additions, improvements, and betterments to assets meeting all of the conditions in, Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs, and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. 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.

- F. The Contractor shall record the following information when property is acquired:
 1. Date acquired;
 2. Property description (include model number);
 3. Property identification number (serial number);
 4. Cost or other basis of valuation;
 5. Fund source; and
 6. Rate of depreciation (or depreciation schedule), if applicable.

The Contractor shall keep track of property purchased with Contract funds, whether capitalized or not. The Contractor shall submit to the Department, annually with the Closeout, a current inventory of property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall maintain an annual inventory of property furnished or purchased by the subcontractor with funds awarded under the terms of this Agreement or

Special Terms and Conditions - Exhibit D

ARTICLE VII. PROPERTY (Continued)

any predecessor agreement for the same purpose. The Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to the Department.

- G. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement, the Contractor must obtain approval from the Department regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall use the Request to Dispose of Property (CDA 248) to dispose of property.
- H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. 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.
- J. 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 and until the Contractor has complied with all written instructions from the Department regarding the final disposition of the property.
- K. 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.
- L. To exercise the above right, within 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.
- M. 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. Another Department program providing the same or similar service; or
 - 2. Another Department-funded program; or
 - 3. State/federally-funded program.
- N. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- O. The Contractor or subcontractor 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.

Special Terms and Conditions - Exhibit D

ARTICLE VII. PROPERTY (Continued)

- P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- Q. 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 agency, the Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, records, and electronic files of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

ARTICLE X. AUDIT

- A. Contractor will arrange for an audit to be performed as required by the Single Audit Act Amendments of 1996, Public Law 98-502, OMB Circular A-133, and a copy submitted to the:
 - California Department of Aging
Attention: Audit Branch
1600 K Street
Sacramento, California 95814
- B. The Contractor shall ensure that all subcontractors expending \$300,000 or more in total federal funds have met the audit requirements of the OMB Circular A-133:
 - 1. Ensure that appropriate corrective action has been taken to correct instances of noncompliance with federal laws and regulations. Corrective action should be taken within six months after the Contractor receives the subcontractor's audit report;
 - 2. Consider whether subcontractor audits necessitate adjustment of the Contractor's own records; and

Special Terms and Conditions - Exhibit D

ARTICLE X. AUDIT (Continued)

3. Require each subcontractor to permit independent auditors to have access to the records and financial statements as necessary for the Contractor to comply with OMB Circular A-133.
 4. Subcontractors expending less than \$300,000 in total federal funds are exempt from federal audit requirements but records must be available for review.
- C. Ensuring that the requirements of the OMB Circular A-133 are met, is generally interpreted to mean that the Contractor will ensure that the subcontractor's audit was:
1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be completed not later than 9 months after the end of the subcontractor's fiscal year. The audit report is due to the Contractor not later than 30 days after the completion of the audit.
 2. Properly procured - use OMB Circular A-110 procurement standards; and provide maximum opportunities to small and minority audit firms.
 3. Performed in accordance with Government Auditing Standards - should be performed by an independent audit or; be organization-wide.
 4. All inclusive - includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination of compliance with laws and regulations of all major federal programs and selected non-major program transactions.
 5. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
- D. These requirements should be included in subcontractor Agreements. Further, subcontractor should be required to include in their contracts with the auditors selected by subcontractors, that the auditors will comply with all applicable audit requirements.
- E. The Contractor shall have the responsibility of resolving audits of its subcontractors.
- F. If the subcontractor is not required to obtain an audit in accordance with Section B, the Contractor must determine whether the subcontractor expended the funds provided under this Agreement in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the subcontractor or through other means (e.g., monitoring reviews) if the subcontractor has not had an audit.
- G. The Department shall have access to all audit reports of Contractors and subcontractors and has the option to perform audits and/or additional work, as needed.

Special Terms and Conditions - Exhibit D

ARTICLE X. AUDIT (Continued)

- H. Unless prohibited by law, the cost of audits made in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principle circulars. Contractor may not charge to Federal Awards the cost of any audit under the Single Audit Act Amendments of 1996, not conducted in accordance with the Act.
- I. Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has federal awards expended of less than \$300,000 per year, and is thereby exempted under OMB Circular A-133, Subsection.200(d) from having an audit conducted under the Act. Contractor may arrange for agreed upon procedures, the scope of which is less than that of an audit, to be performed by independent auditors on subcontractors not subject to OMB Circular A-133, for purposes of fiscal monitoring. The costs of such agreed upon procedures performed by an independent auditor may be charged to this Award as a cost of monitoring under Administration of the Area Plan.
- J. The Contractor assures the State that all subcontractors are audited as required by State requirements and federal law.
- K. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.
- L. Audits to be performed shall be, minimally, financial, and compliance audits, and may include economy and efficiency and/or program results audits.
- M. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

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:

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 Department in cases of higher than usual risks.

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.

If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) 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:

- \$750,000 if seating capacity is under 8
- \$1,500,000 if seating capacity is 8 - 15
- \$5,000,000 if seating capacity is over 15

Special Terms and Conditions - Exhibit D

ARTICLE XI. INSURANCE (Continued)

unless otherwise amended by future regulation.

Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage may include medical malpractice and/or errors and omissions.

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
 - 2. 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.
 - 3. The Department shall be named the certificate holder and the address must be listed on the certificate.
- D. 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 the Department, 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, the Department may, in addition to any other remedies it may have, terminate this Agreement.
- E. The Contractor shall require its subcontractors under this program, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, workers' compensation liabilities, and if appropriate, auto liability including non-owned auto and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder. The Contractor shall maintain certificates of insurance for all its subcontractors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.

Special Terms and Conditions - Exhibit D

ARTICLE XI. INSURANCE (Continued)

- G. 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 Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

ARTICLE XII. SUSPENSION OR TERMINATION

- A. The Department may suspend or terminate this Agreement, or at the option of the Department, suspend the services rendered under this Agreement with a commensurate reduction in funding, as a consequence of any of the following events:
1. A violation of the law or failure to comply with any condition of this Agreement.
 2. Inadequate performance.
 3. Failure to comply with reporting requirements.
 4. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department, or evidence of a financial condition that endangers performance of this Agreement and the loss of other funding sources.
 5. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
 6. An appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of bankruptcy, or the arrangement of liquidation proceedings by or against the Contractor.
 7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
 8. The commission of an act of bankruptcy.
 9. A finding of debarment or suspension.
 10. The Contractor's organizational structure has materially changed.
- B. Such suspension or termination of this Agreement, or suspension of services rendered under this Agreement, shall take effect immediately in the case of threat to health, or safety of the public, or, in all other cases, upon thirty (30) days written notice to the Contractor. The notice shall describe the action being taken, the reason for such action and any conditions of the suspension or termination, including the date of suspension or termination. Said notice shall also inform the Contractor of its right to appeal such decision to the State and of the procedure for doing so.
- C. Services rendered under this Agreement, and all business transactions related to those services, shall automatically cease when the Contractor has been suspended for three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Department.
- D. In the event of termination notice, the Department 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.

Special Terms and Conditions - Exhibit D

ARTICLE XII. SUSPENSION OR TERMINATION (Continued)

- E. The Department may determine that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 for local governments and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

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 the Department 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 the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. REVISIONS, WAIVERS, OR MODIFICATIONS

- A. Should either party during the term of this Agreement desire a revision, waiver, or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept in writing within thirty (30) days of receipt of request or it shall be considered rejected, except those revisions, waivers, or modifications put into effect under Section C. Once accepted, such revisions, waivers, or modifications shall require an Agreement amendment through the Department's amendment process to provide for the change mutually agreed to by the parties. The revision, waiver, or modification is not effective until the appropriate State processes have been completed.
- 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.

ARTICLE XVI. NOTICING

- 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, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Notices mailed to the State shall be addressed to the California Department of Aging, AAA-Based Teams, 1600 K Street, Sacramento, California 95814,. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- C. Either party may change its address by written notice to the other party in accordance with this Article.

Special Terms and Conditions - Exhibit D

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of the Department'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 present the name of its contact for this Agreement to the Department. The Contractor shall immediately notify the State, in writing, of any change of its contact or address.

Additional Provisions – Exhibit E

TITLE V ADDITIONAL PROVISIONS

ARTICLE I. ASSURANCES SPECIFIC TO THE TITLE V SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

- A. The Contractor shall assure the following:
1. Services are provided only to the defined Eligible Service Population.
 2. Enrollees, while participating in the Title V SCSEP, shall receive at least the minimum wage, and fringe benefits. Fringe benefits must be provided uniformly to all enrollees within a project or subproject. Each enrollee's community service assignment shall not exceed 1,300 hours during a 12-month period. The 1,300 hours includes paid hours or orientation, training, sick leave, and vacation. Enrollees shall not be paid for more than 1,300 hours in the 12-month contract period.
 3. Enrollees will be paid wages for community service assignments, and be provided skill enhancement opportunities, periodic physical examinations, personal and employment-related counseling, assistance in transition to unsubsidized employment, where feasible, and other benefits.
 4. That the provision of a ten (10%) match for the Title V award be allocated for this program. The match can be either cash, in-kind, or a combination of both.
- B. The Contractor shall assure that, to the extent feasible, the Title V SCSEP will serve the needs of minority, limited English-speaking, and Native American eligible individuals, and eligible individuals who have the greatest economic need, at least in proportion to their numbers in the State.
- C. Political Activities. The Contractor shall assure the following:
1. The contractor will post a notice at each work site and make available to each enrollee a written explanation of allowable and unallowable political activities.
 2. Notices shall state that Title V enrollees may participate freely in the political process with the following exceptions:
 - a) Enrollees may not engage in partisan or nonpartisan political activities on the job;
 - b) Enrollees may not present themselves as a spokesperson for Title V while engaged in political activity; and

Additional Provisions – Exhibit E

- c) Enrollees who are employed by federal, State, and local governments on federally aided projects may have additional restrictions for which they are responsible.
- D. The Contractor shall have appropriate office space for conducting private enrollee interviews to enable enrollees to freely discuss their backgrounds and experiences in a confidential manner.

ARTICLE II. PROGRAM REPORTING PROVISIONS

Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit the following data reports to the Department's Data Analysis and Regulations Team (DART) according to the frequency listed:

- Quarterly Progress Report (CDA 80), quarterly

Quarterly reports are due 10 days after the end of the quarter (October 10, January 10, April 10, and July 10). For any reports 30 days or more in arrears of the due date, the Contractor shall provide an immediate written explanation to the DART. This explanation shall include the reasons for the delay and the date the report will be submitted.

ARTICLE III. APPEAL PROCESS

- A. In relation to an appeal conducted as a result of an adverse action against a Title V enrollee, the decision of the Contracting agency is final. In accordance with 20 CFR Part 641 and 29 CFR Part 89, Section 674.324 and the SCSEP Program Manual, Sections 2418 and 2420, no appeal should be elevated to the DOL unless a federal law has been broken. In the event an appeal is elevated to DOL, a copy must be provided to the Department. Complaints alleging discrimination on the basis of race, color, religion, sex, national origin, handicap, or age may be filed with the Director, Office of Civil Rights, U.S. Department of Labor, Washington, D.C. 20210.
- B. In the event of an Contract dispute or grievance regarding the terms and conditions of this Contract both parties shall abide by the following procedures:
 - 1. The Contractor shall first discuss the problem informally with the AAA-Based Teams. If the problem is not resolved, the Contractor must, within fifteen (15) working days of the failed attempt to resolve the dispute with the AAA-Based Teams, submit a written complaint together with any evidence to the Long-Term Care and Aging Services Division Deputy Director. The complaint must include the disputed issues, the legal authority/basis for each issue which supports the Contractor's position and the remedy sought. The Deputy Director shall, within fifteen (15) working days after receipt of the Contractor's written complaint, make

Additional Provisions – Exhibit E

a determination on the dispute and issue a written decision and reasons therefore. All written communication shall be pursuant to Exhibit D, Article XVI, of this Contract. Should the Contractor disagree with the decision of the Deputy Director, the Contractor may appeal the decision to the Chief Deputy Director of the Department.

2. The Contractor's appeal must be submitted within ten (10) working days from the date of the decision of the Division Deputy Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of the Contractor's appeal, the Chief Deputy Director or designee shall meet with the Contractor for review of the issues raised on appeal and issue a final written decision.
3. The Contractor may appeal the final decision of the Chief Deputy Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations.)
4. Costs of the Contractor or subcontractor for administrative/court review are not reimbursable.

ARTICLE IV. FACILITY CONSTRUCTION OR REPAIR

Title V funds may not be used directly or indirectly for purchase, erection, or repair of any building.

STANDARD AGREEMENT
 STD. 213 (NEW 02/98)

| | |
|------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| FF-0102-30 | |

- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
 California Department of Aging
 CONTRACTOR'S NAME
 Stanislaus County, Department of Aging and Veteran Services
- The term of this Agreement is: July 1, 2001 through June 30, 2002
- The maximum amount of this Agreement is: \$ 1,259,331
- 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:

| | | | |
|---|----------|---------|-----------|
| Exhibit A – Scope of Work | 5 | Page(s) | |
| Exhibit B – Budget Detail and Payment Provision | 6 | Page(s) | |
| * Exhibit C – General Terms and Conditions | GTC201 | | 2/20/2001 |
| | (Number) | | (Dated) |
| Exhibit D – Special Terms and Conditions | 22 | Page(s) | |
| Exhibit E – Additional Provisions | 4 | Page(s) | |

*View at www.dgs.ca.gov/contracts

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

| | |
|--|--|
| CONTRACTOR | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Stanislaus County, Department of Aging and Veteran Services | EXEMPT FROM DEPARTMENT OF GENERAL SERVICES PER AB 2800 CHAPTER 1097 STATUTES OF 1996 |
| BY (Authorized Signature) <i>Margie Palomino</i> | |
| DATE SIGNED 8/24/01 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Margie Palomino, Director | |
| ADDRESS 822 12th Street, Modesto, California 95354 | |
| STATE OF CALIFORNIA | |
| AGENCY NAME California Department of Aging | <input type="checkbox"/> Exempt per _____ |
| BY (Authorized Signature) <i>Rachel de la Cruz</i> | |
| DATE SIGNED 9-5-01 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Rachel de la Cruz, Manager, Business Services and Contracts Section | |
| ADDRESS 1600 K Street, Sacramento, California 95814 | |

**Scope of Work – Exhibit A
Title III and Title VII**

TITLE III/VII SCOPE OF WORK

ARTICLE I. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

A. DEFINITIONS SPECIFIC TO TITLE III

1. **Program Requirements** means Title III program requirements found in the Older Americans Act; Federal Code of Regulations; Older Californians Act; Title 22, California Code of Regulations, Section 7000 et seq.; Department Program Memoranda; and State and federal laws.
2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman.
3. **Title III C-1 (Congregate Nutrition Services)** means meals served in a congregate setting which provide one-third (1/3) of the recommended dietary allowance (RDA), nutrition, health education and health promotion programs, nutrition risk screening, and opportunities for socialization.
4. **Title III C-2 (Home Delivered Nutrition Services)** means meals served to homebound older individuals providing one-third (1/3) of the recommended dietary allowance (RDA), nutrition, health education and health promotion programs, and nutrition risk screening.
5. **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention, health promotion, nutrition counseling and nutrition risk screening services, medication management, screening and education, and information to older individuals.
6. **Eligible Service Population** for Title III means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals [OAA, Section 305 (a) (2) (E)] [Title 22, California Code of Regulations, Sections 7125, 7127, 7130, and 7135].

B. DEFINITIONS SPECIFIC TO TITLE VII (Allotments for Vulnerable Elder Rights Protection Activities)

1. **Chapter 2. Ombudsman Program** means advocacy services provided to or on behalf of residents of long-term care facilities, including, but not limited to: investigation and resolution of complaints; training of personnel; promotion of and attendance at resident and family councils; representation of residents' interests before governmental agencies;

**Scope of Work – Exhibit A
Title III and Title VII**

analysis and monitoring of the development and implementation of federal, State, and local laws, regulations, and other governmental policies and actions.

2. **Target Client Population** (for Chapter 2—Ombudsman) means individuals 60 years of age or older who are residents of long-term care facilities. [OAA Section 321 (a) (10)] [W&I Code Section 9720 (a)].
3. **Chapter 3. Programs for Prevention of Elder Abuse, Neglect, and Exploitation** means activities to develop, strengthen, and carry out programs for the prevention and treatment of elder abuse, neglect, and exploitation.
4. **Target Client Population** (for Chapter 3-Prevention of Elder Abuse, Neglect, and Exploitation) means individuals 60 years of age or older who are likely to be subject to abuse, neglect, and exploitation, including older individuals who live in State licensed facilities, unlicensed facilities, or domestic or community-based settings. [OAA Section 721 (c)].

ARTICLE II. SCOPE OF WORK

A. Performance of the Contractor

1. The Contractor is charged with ensuring that statutory provisions of the Title III and Title VII Programs (Older Americans Act, Section 306) are provided in accordance with State and federal laws and regulations. A good faith effort shall be made 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. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Department.
2. Assume full responsibility for establishing and maintaining an organization that shall have the ultimate accountability for funds received from the Department and for ensuring the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations.
3. Meet the adequate proportion requirements for priority services as required under the Older Americans Act, Section 306 (a) (2); Section 307 (a) (22); and Title 22, California Code of Regulations, Section 7312.

**Scope of Work – Exhibit A
Title III and Title VII**

4. Meet the requirements under the Older Americans Act, Section 301(a)(1) to secure and maintain maximum independence and dignity in a home environment for older individuals capable of self care with appropriate supportive and nutrition services.
 5. Remove individual and social barriers to economic and personal independence for older individuals to the extent possible.
 6. Provide a continuum of care for vulnerable older individuals.
 7. Secure the opportunity for older individuals to receive managed in-home and community-based long-term care services.
 8. Maintain or improve community-based services to meet the physical and mental health of older persons, as required under the Older Americans Act, Section 361(a) through funding that includes Title III D Disease Prevention and Health Promotion.
 9. Conduct and/or promote activities to prevent, treat, and remedy elder abuse, neglect, and exploitation, as required under the Older Americans Act, Section 721.
 10. If federal and/or State funds for meal programs increase, the number of Title III C-1 and C-2 meals served shall be maintained or increased. This program shall promote and maintain high standards of food safety and sanitation as required by the California Uniform Retail Food Facilities Law (CURFFL).
- B. Administrative requirements include:
1. Initiate/procure subcontracts, as needed, pursuant to Title 22, California Code of Regulations, Sections 7352 through 7364.
 2. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
 3. Annually monitor, evaluate, and document subcontractor performance and compliance with this Agreement.
 4. 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 service data.
 5. Distribute and maintain up-to-date Department requirements so that all responsible persons have ready access to standards, policies, and procedures.

Scope of Work – Exhibit A
Title III and Title VII

6. Provide program information and referral to the public.
7. Maintain a four-year Area Plan, with annual updates, as specified in Title 22, California Code of Regulations, Sections 7300 through 7320. The annual update shall be effective during the same term as this Agreement.
8. Maintain the National Aging Program Information System (NAPIS) State Program Report (SPR) data collection and reporting requirements as outlined in the Management Information System requirements set forth by the Department.

C. Performance Specific to Ombudsman Programs:

1. Investigate and attempt to resolve complaints made by or on behalf of long-term care residents, protect residents' rights, and ensure that residents have access to ombudsman services. [OAA Section 712(a)(5)(B)(iii)] [W&I Code Section 9720(a)].
2. Maintain an ongoing presence in long-term care facilities. [OAA Section 712(a)(5)(B)(ii)]. Facility presence is measured by facility visits in the Facility Plan, hereby incorporated by reference, Section 303 of the Ombudsman Program Guide, and as reported in the National Ombudsman Reporting System/OMTRAK and related software.
3. Provide information and technical support to residents, families, and the public about long-term care services. [OAA Section 712 (a)(3)(H)(iii)] [W&I Code Section 9726.1(e)]
4. Provide on-going education (other than education for certification) and consultation to facilities and community. [OAA Section 712 (a)(5)(B)(vii)] [W&I Code Section 9726.1 (e)].
5. Represent the interests of residents before government agencies; analyze, comment on, and monitor federal, state and local laws, regulations, and policies. [OAA Section 712(a)(5)(B)(iv) and (v)].
6. Promote the development of community-based, citizens organizations dedicated to enhancing the quality of long-term care. [OAA Section 712(a)(5)(B)(vi) and (vii)] [W&I Code Section 9726.1(c) and (d)].
7. Witness durable powers of attorney for health care or other advance health care directives, declarations under the Natural Death Act, and property transfers of more than \$100 for residents of skilled nursing facilities. [H&S Code Sections 1289 and 7187; California Civil Code Section 2432; California Probate Code Section 4700, et seq.]

Scope of Work – Exhibit A
Title III and Title VII

8. Ombudsman performance indicators and assessment criteria are enumerated in the document *LTC Ombudsman Core Elements* and will be used by the Office of the State Long-Term Care Ombudsman as a guide in evaluating the success of a local program.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
Title III and Title VII**

TITLE III/VII BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT

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 Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration 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.
(CCR, Title 2 Section 599.615 et seq.)
3. The Department reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Department not to be in compliance with this Agreement, unrelated or inappropriate to contract activities, or when inadequate supporting documentation is presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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 kept in accordance with Generally Accepted Accounting Principles and Procedures.

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, of 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
Title III and Title VII**

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of 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 the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. If the Legislature and/or Congress does not appropriate sufficient funds for these program(s), this Agreement shall be amended to reflect any reduction in funds.
4. In the event that insufficient funds are appropriated, this Agreement may be canceled at any time by either party, by giving (30) days written notice to the other party.

E. Interest Earned

Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (1), (2), or (3) apply.

- (1) The recipient receives less than \$120,000 in federal awards per year.
- (2) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
- (3) 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.

For non-profit entities, interest earned on federal advances deposited in interest bearing accounts in excess of \$250 shall be remitted annually to the Department.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
Article III and Title VII**

- B. The Contractor shall comply with those provisions and restrictions regarding revisions to the approved Area Plan Budget.
- C. The final date to submit budget revisions is April 30 of the contract period unless otherwise specified by the Department.

ARTICLE III. PAYMENT

- A. To receive payment, the Contractor shall prepare and submit monthly to the AAA-Based Team, in electronic format, a Detailed Expenditure Data File (SPR 107) and a Request for Funds Data file (SPR 108), unless otherwise specified by the Department.
- B. The Department shall review requests for payment to ensure compliance with the approved Area Plan Budget.
- C. During the contract period, the Department shall advance funds based on an analysis of current cash needs. The Department shall pay the Contractor a total not to exceed the amount shown on the Budget Display, which is hereby incorporated by reference.

D. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in federal regulations:

1. Financial Reporting
 2. Accounting Records
 3. Internal Control
 4. Budgetary Control
 5. Allowable Costs
 6. Source Documentation
- E. The Department 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 the Department determines that the financial management standards are met.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
Title III and Title VII**

ARTICLE IV CLOSEOUT

- A. The Financial Closeout Report (CDA 180) shall be submitted annually, to the AAA-Based Team, within (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.

Title III/VII Budget Display
 Fiscal Year 2001/02

STANISLAUS COUNTY, DEPARTMENT OF AGING AND VETERAN SERVICES

| Page 1 - Federal Funds | | BASELINE | TRANSFERS | OTO | TOTAL | NET CHANGE |
|------------------------|------------------------------------|-----------|-----------|-----|-----------|------------|
| Title IIIB: | Administration | 50,604 | | | 50,604 | |
| | LTC-Ombudsman-Program | 21,737 | | | 21,737 | |
| | Other Supportive Services - Progr. | 304,456 | | | 304,456 | |
| | Total Title IIIB | 376,797 | 0 | 0 | 376,797 | 0 |
| Title III C-1: | Administration | 55,409 | | | 55,409 | |
| | Congregate Nutrition - Program | 377,875 | | | 377,875 | |
| | Total Title III C-1 | 433,284 | 0 | 0 | 433,284 | 0 |
| Title III C-2: | Administration | 23,153 | | | 23,153 | |
| | Home Delivered Nutrition - Program | 157,892 | | | 157,892 | |
| | Total Title III C-2 | 181,045 | 0 | 0 | 181,045 | 0 |
| Title IIID | Preventive Health - Program | 19,233 | | | 19,233 | |
| | Medication Management - Program | 6,468 | | | 6,468 | |
| | Total Title III D | 25,701 | 0 | 0 | 25,701 | 0 |
| | | | | | 0 | |
| | Total Title III | 1,016,827 | 0 | 0 | 1,016,827 | 0 |
| USDA: | Congregate Meals - C-1 | 54,000 | | | 54,000 | |
| | Home-Delivered Meals- C-2 | 54,000 | | | 54,000 | |
| | Total USDA | 108,000 | 0 | 0 | 108,000 | 0 |
| Title VII-(a) | Ombudsman - Program | 8,338 | | | 8,338 | |
| Title VII-(b) | Elder Abuse Prevention - Program | 6,017 | | | 6,017 | |
| | Total Title VII | 14,355 | 0 | 0 | 14,355 | 0 |
| | Total Federal Funds | 1,139,182 | 0 | 0 | 1,139,182 | 0 |

Comments: The maximum amount of Title III/VII Baseline expenditures allowable for the first quarter is: 257,796

State of California
 California Department of Aging
 CDA #1 (Rev. 4/98)

Award #: FF 0102-30
 Date: July 1, 2001
 Amendment #: N/A
 Date: N/A

Title III/VII Budget Display
 Fiscal Year 2001/02

STANISLAUS COUNTY, DEPARTMENT OF AGING AND VETERAN SERVICES

| Page 2 - State Funds | | BASELINE | TRANSFERS | OTO | TOTAL | NET CHANGE |
|---|------------------------------------|------------------|-----------|----------|------------------|------------|
| Title IIIB: | Ombudsman - Program | 39,782 | | | 39,782 | |
| | Other Supportive Services - Progr. | 15,655 | | | 15,655 | |
| | Total Title IIIB | 55,437 | 0 | 0 | 55,437 | 0 |
| Title III C-1: | Administration | 335 | | | 335 | |
| | Congregate Nutrition - Program | 31,946 | | | 31,946 | |
| | Total Title III C-1 | 32,281 | 0 | 0 | 32,281 | 0 |
| Title III C-2: | Administration | 89 | | | 89 | |
| | Home Delivered Nutrition - Program | 30,573 | | | 30,573 | |
| | Total Title III C-2 | 30,662 | 0 | 0 | 30,662 | 0 |
| Title IIID | Preventive Health - Program | 1,186 | | | 1,186 | |
| | Total Title III | 119,567 | 0 | 0 | 119,567 | 0 |
| Title VII-(a) | Ombudsman - Program | 289 | | | 289 | |
| Title VII-(b) | Elder Abuse Prevention - Program | 293 | | | 293 | |
| | Total Title VII | 582 | 0 | 0 | 582 | 0 |
| | Total State Funds | 120,149 | 0 | 0 | 120,149 | 0 |
| Grand Total, Federal & State Funds | | 1,259,331 | 0 | 0 | 1,259,331 | 0 |

Comments:

**Special Terms and Conditions - Exhibit D
Title III and Title VII**

TITLE III/VII SPECIAL TERMS AND CONDITIONS

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" shall mean the coversheet, Std. 213, all exhibits, the Budget Display, the Area Plan, Area Plan Budget, attachments and amendments, unless otherwise provided in this Article.
- B. The Contractor shall comply with program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance, the provisions listed in this Agreement shall prevail.
- C. "State" and "Department," mean the State and the California Department of Aging interchangeably.
- D. "Contractor" means the Area Agency on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and is responsible for executing its provisions and services.
- E. "Subcontractor" means the legal entity that receives funds from the Contractor under this Agreement.
- F. "Reimbursable item" also means "allowable cost" and "compensable item."
- G. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.
- H. "Program income" means revenue generated by the Contractor or service provider from contract-supported activities. Program income is:
 - 1. Voluntary contributions received from a participant or responsible party as a result of the service.
 - 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - 3. Royalties received on patents and copyrights from contract-supported activities.
 - 4. Proceeds from the sale of items fabricated under a contract agreement.

**Special Terms and Conditions - Exhibit D
Title III and Title VII**

ARTICLE II. ASSURANCES

A. Nondiscrimination

1. The Contractor will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-161686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
2. The Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000e et.seq), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261).
3. The Contractor shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR 84).

B. Confidentiality

1. Identity shall include, but not be limited to, name, identifying number, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services

Special Terms and Conditions - Exhibit D
Title III and Title VII

ARTICLE II. ASSURANCES (Continued)

3. pursuant to this Agreement, except for statistical information not identifying any participant.
4. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the participant, any such identifying information to anyone other than the State without prior written authorization from the State, except when subpoenaed by a court.
6. The Contractor may allow participants 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 from any participant.

C. Copyrights and Rights in Data

1. Copyrights

- a. 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 lines (b) and (c).
- b. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.
- c. If the material is copyrighted with the consent of the Department, 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 the author.
- d. 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.

Special Terms and Conditions - Exhibit D
Title III and Title VII

ARTICLE II. ASSURANCES (Continued)

2. Rights in Data

- a. The Contractor shall not publish or transfer any materials, as defined in b. below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. 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 the Department. The Department may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- b. 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 Area Agencies on Aging to facilitate uniformity of contract and program administration on a Statewide basis.
- c. Subject only to any other provision of this Article, the State may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all subject data delivered under this Agreement.
- d. Materials published or transferred shall (a) state "The materials or product were a result of a project funded by a contract with the "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 Department and that the publication may not be based upon or inclusive of all raw data.

Special Terms and Conditions - Exhibit D
Title III and Title VII

ARTICLE II. ASSURANCES (Continued)

D. 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, 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 judgement. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

E. 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.

F. Code of Conduct

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

G. 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.

Special Terms and Conditions - Exhibit D
Title III and Title VII

ARTICLE II. ASSURANCES (Continued)

2. For breach or violation of this warranty, the State shall have the right to annul 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 contingent fee.

H. 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.

I. 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 acts and/or will include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 2760) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276 a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-330) (29 CFR, Part 5).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owners' value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Contractor or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

Special Terms and Conditions - Exhibit D
Title III and Title VII

ARTICLE II. ASSURANCES (Continued)

J. 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 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).
4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

K. Debarment

1. The Contractor must not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/State assistance programs.
2. The Contractor shall timely execute any and all amendments to this Agreement or certificates or other required documentation relating to their subcontractors debarment/suspension status.

L. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.
2. Documentation in the form of a resolution by the Governing Board of the Area Agency on Aging 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 Area Agency Director or designee to execute the original and all subsequent amendments to this Agreement.

**Special Terms and Conditions - Exhibit D
Title III and Title VII**

ARTICLE II. ASSURANCES (Continued)

M. Availability

The Contractor shall make staff available to the State for training and meetings which the State may find necessary from time to time.

N. Administration

1. The Contractor shall be a public or private nonprofit entity. If a private nonprofit corporation or Joint Powers Agreement (JPA), the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or Joint Powers Authority (JPA) shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):
 - (a) The RFP or IFB
 - (b) All Bid proposals received.
 - (c) The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity.

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

3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation of JPA shall result in suspension or termination of the subcontract until satisfactory status is restored.
- O. The Contractor by signing this contract hereby certifies to the best of his or her knowledge and belief, that:

**Special Terms and Conditions - Exhibit D
Title III and Title VII**

ARTICLE II. ASSURANCES (Continued)

1. No federal 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 federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 undersigned 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

ARTICLE III. AGREEMENT

- A. All elements of this Agreement, as defined in Article I, Section A of this exhibit, and as approved by the Department in making this award, are hereby incorporated by reference, as if fully set forth herein.
- B. A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1600 K Street, Sacramento, California 95814.

**Special Terms and Conditions - Exhibit D
Title III and Title VII**

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that the 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 shall satisfy, settle, and resolve 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 manners of a contractual nature.
- B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontracts for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI, Section E of this exhibit.
- G. The Contractor shall require all its 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 contractors, 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 in the performance of this Agreement.

Special Terms and Conditions - Exhibit D
Title III and Title VII

ARTICLE V. SUBCONTRACTS (Continued)

- H. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of Agreement, or by Sections B, C, and (c) for such longer period as the Department deems necessary.
- B. 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 the Department upon termination of this Agreement, and are returned to the Department.
- C. 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 so stated in writing to the Contractor.
- D. 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 Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

Special Terms and Conditions - Exhibit D
Title III and Title VII

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement. Property that is capitalized is referred to as property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, computer floppy disks, file folders, etc.
- B. Property meeting all of the following criteria are subject to the capitalization requirements. Subject property must:
1. Have a normal useful life of at least 1 year;
 2. Have a unit acquisition cost of at least \$5000 (e.g., four identical assets which cost \$3000 each, for a \$12,000 total would not meet this capitalization requirement); and
 3. Be used to conduct business under this Agreement.

As used in this Agreement, the term "equipment" shall refer only to capitalized property.

- C. Noncapitalized property are those items which do not meet all three requirements in this Article, Section B above.
- D. Additions, improvements, and betterments to assets meeting all of the conditions in, Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. 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.

**Special Terms and Conditions - Exhibit D
Title III and Title VII**

ARTICLE VII. PROPERTY (Continued)

- F. The Contractor shall record the following information when property is acquired:
1. Date acquired;
 2. Property description (include model number);
 3. Property identification number (serial number);
 4. Cost or other basis of valuation;
 5. Fund source; and
 6. Rate of depreciation (or depreciation schedule), if applicable.

The Contractor shall keep track of property purchased with Contract funds, whether capitalized or not. The Contractor shall submit to the Department, annually with the Closeout, a current inventory of property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall maintain an annual inventory of property furnished or purchased by the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to the Department.

- G. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement, the Contractor must obtain approval from the Department regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall use the Request to Dispose of Property (CDA 248) to dispose of property.
- H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. 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.

Special Terms and Conditions - Exhibit D
Title III and Title VII

ARTICLE VII. PROPERTY (Continued)

- J. 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 and until the Contractor has complied with all written instructions from the Department regarding the final disposition of the property.
- K. 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.
- L. To exercise the above right, within 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.
- M. 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. Another Department program providing the same or similar service; or
 - 2. Another Department-funded program; or
 - 3. State/federally-funded program.
- N. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- O. The Contractor or subcontractor 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.
- P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- Q. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

**Special Terms and Conditions - Exhibit D
Title III and Title VII**

ARTICLE VIII. ACCESS

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

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any Administrative program, and fiscal staff available during any scheduled process.

ARTICLE X. AUDITS

- A. Contractor will arrange for an audit to be performed as required by the Single Audit Act Amendments of 1996, Public Law 98-502, OMB Circular A-133, and a copy submitted to the:

California Department of Aging
Attention: Audit Branch
1600 K Street
Sacramento, California 95814

- B. The following closely related programs identified by Catalog of Federal Domestic Assistance (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 communicate this information to the independent auditor conducting the organization's single audit. This Section B applies to Title III/VII only.

US Department of Agriculture
10.570 Nutrition Programs for the Elderly
US Department of Health and Human Services, Administration on Aging
93.041 Special Programs for the Aging-Title VII, Chapter 3-
Programs for Prevention of Elder Abuse, Neglect,
and Exploitation (Title VII-B)

**Special Terms and Conditions - Exhibit D
Title III and Title VII**

ARTICLE X. AUDITS (Continued)

- 93.042 Special Programs for the Aging-Title VII, Chapter 2-
Long Term Care Ombudsman services for Older
Individuals (Title VII-A)
- 93.043 Special Programs for the Aging-Title III, Part F-
Disease Prevention and Health Promotion Services
(Title III-F)
- 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)

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 (R&D), student financial aid (SFA), and other clusters. "Other clusters" are as defined by the Office of Management and Budget (OMB) in the compliance supplement or as designated by a State for federal awards the State provides to its subrecipients that meet the definition of a cluster of programs. When designating an "other cluster," a State shall identify the federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with .400 (d) (1) and .400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in .520, and, with the exception of R&D as described in .200(c), whether a program-specific audit may be elected. (Federal Office of Management and Budget, (OMB) Circular, A-133, Audits of States, Local Governments, and Non-Profit Organizations)

- C. The Contractor shall ensure that all subcontractors expending \$300,000 or more in total federal funds have met the audit requirements of the OMB Circular A-133.
 - 1. Ensure that appropriate corrective action has been taken to correct instances of noncompliance with federal laws and regulations. Corrective action should be taken within six months after the Contractor receives the subcontractor's audit report;
 - 2. Consider whether subcontractor audits necessitate adjustment of the Contractor's own records; and
 - 3. Require each subcontractor to permit independent auditors to have access to the records and financial statements as necessary for the Contractor to comply with OMB Circular A-133.

Special Terms and Conditions - Exhibit D
Title III and Title VII

ARTICLE X. AUDITS (Continued)

4. Subcontractors expending less than \$300,000 in total federal funds are exempt from federal audit requirements but records must be available for review.
- D. Ensuring that the requirements of the OMB Circular A-133 are met, is generally interpreted to mean that the Contractor will ensure that the subcontractor's audit was:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be completed not later than 9 months after the end of the subcontractor's fiscal year. The audit report is due to the Contractor not later than 30 days after the completion of the audit.
 2. Properly procured – use OMB Circular A-110 procurement standards; and provide maximum opportunities to small and minority audit firms.
 3. Performed in accordance with Government Auditing Standards – should be performed by an independent audit; and be organization-wide.
 4. All inclusive – includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination of compliance with laws and regulations of all major federal programs and selected non-major program transactions.
 5. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
 6. All audits or subcontractor shall consider the programs identified in "B" as a cluster for purposes of determining major programs or whether a program specific audit may be elected. This paragraph applies to Title III/VII only.
- E. These requirements should be included in subcontractor Agreements. Further, subcontractor should be required to include in their contracts with the auditors selected by subcontractors, that the auditors will comply with all applicable audit requirements.
- F. The Contractor shall have the responsibility of resolving audits of its subcontractors.

Special Terms and Conditions - Exhibit D
Title III and Title VII

ARTICLE X. AUDITS (Continued)

- G. If the subcontractor is not required to obtain an audit in accordance with Section C, the Contractor must determine whether the subcontractor expended the funds provided under this Agreement in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the subcontractor or through other means (e.g., monitoring reviews) if the subcontractor has not had audit.
- H. The Department shall have access to all audit reports of Contractors and subcontractors and has the option to perform audits and/or additional work, as needed.
- I. Unless prohibited by law, the cost of audits made in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principle circulars. Contractor may not charge to Federal Awards the cost of any audit under the Single Audit Act Amendments of 1996, not conducted in accordance with the Act.
- J. Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has federal awards expended of less than \$300,000 per year, and is thereby exempted under OMB Circular A-133, Subsection.200(d) from having an audit conducted under the Act. Contractor may arrange for agreed upon procedures, the scope of which is less than That of an audit, to be performed by independent auditors on subcontractors not subject to OMB Circular A-133, for purposes of fiscal monitoring. The costs of such agreed upon procedures performed by an independent auditor may be charged to this Award as a cost of monitoring under Administration of the Area Plan.
- K. The Contractor assures the State that all subcontractors are audited as required by State requirements and federal law.
- L. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.
- M. Audits to be performed shall be, minimally, financial, and compliance audits, and may include economy and efficiency and/or program results audits.
- N. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

**Special Terms and Conditions - Exhibit D
Title III and Title VII**

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:

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 Department in cases of higher than usual risks.

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.

If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) 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:

\$750,000 if seating capacity is under 8
\$1,500,000 if seating capacity is 8 – 15
\$5,000,000 if seating capacity is over 15

unless otherwise amended by future regulation.

Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage may include medical malpractice and/or errors and omissions.

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.

Special Terms and Conditions - Exhibit D
Title III and Title VII

ARTICLE XI. INSURANCE (Continued)

2. 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.
 3. The Department shall be named the certificate holder and the address must be listed on the certificate.
- D. 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 the Department, 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, the Department may, in addition to any other remedies it may have, terminate this Agreement.
- E. The Contractor shall require its subcontractors under this program, 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 shall also name the Contractor, not the State, as the certificate holder. The Contractor shall maintain certificates of insurance for all its subcontractors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. 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 Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).
- H. 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 patient complaints.

Special Terms and Conditions - Exhibit D
Title III and Title VII

ARTICLE XII. SUSPENSION OR TERMINATION

- A. The State may suspend or terminate this Agreement or, at the option of the Department, suspend the services rendered under this Agreement with a commensurate reduction in funding, as a consequence of any of the following events:
1. A violation of the law or failure to comply with any condition of this Agreement.
 2. Inadequate performance.
 3. Failure to comply with reporting requirements.
 4. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
 5. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
 6. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
 7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
 8. The commission of an act of bankruptcy.
 9. Finding of debarment or suspension.
 10. That the Contractor's organizational structure has materially changed.
- B. Such suspension or termination of this Agreement, or suspension of services rendered under this Agreement, shall take effect immediately in the case of threat to life, health, or safety of the public or, in all other cases, upon thirty (30) days subsequent to written notice to the Contractor. The notice shall describe the action being taken, the reason for such action and, any conditions of the suspension or termination, including the date of suspension or termination. Said notice shall also inform the Contractor of its right to appeal such decision to the State and of the procedure for doing so.

Special Terms and Conditions - Exhibit D
Title III and Title VII

ARTICLE XII. SUSPENSION OR TERMINATION (Continued)

- C. Services rendered under this Agreement, and all business transactions related to those services, shall automatically cease when the Contractor has been suspended for three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Department.
- D. In the event of a termination notice, the Department 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.
- E. The Department may determine that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 for local governments and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

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 the Department 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 the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. REVISIONS, WAIVERS, OR MODIFICATIONS

- A. Should either party during the term of this Agreement desire a revision, waiver, or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept in writing within thirty (30) days of receipt of request or it shall be considered rejected, except those revisions, waivers, or modifications put into effect under Section B. Once accepted, such revisions, waivers, or modifications shall require an Agreement amendment through the Department's amendment process to provide for the change mutually agreed to by the parties. The revision, waiver, or modification is not effective until the appropriate State processes have been completed.
- 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.

**Special Terms and Conditions - Exhibit D
Title III and Title VII**

ARTICLE XVI. NOTICING

- 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, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Notices mailed to the State shall be addressed to the California Department of Aging, AAA Based Teams, 1600 K Street, Sacramento, California 95814. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- C. 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 the Department'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 present the name of its contact for this Agreement to the Department. The Contractor shall immediately notify the State, in writing, of any change of its contact or address.

**Additional Provisions – Exhibit E
Title III and Title VII**

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III AND TITLE VII

- 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 Part 74, "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR Part 92.36, 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, Part 92.36, "Procurement Standards," as applicable, to State and local governments, or 45 CFR, "Procurement Standards," procurement by contractors or subcontractors for nonprofit organizations.
 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 increase 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 agency awarded Title III funds for senior center acquisition or construction has 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.

Additional Provisions – Exhibit E
Title III and Title VII

6. 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.
7. 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.
8. Department funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with law and regulations.

B. Assurances Specific to Ombudsman Programs:

The Contractor shall assure the following:

1. Files maintained by the Ombudsman Program will be disclosed only at the discretion of the Ombudsman having authority over the disposition of that file. The identity of the complainant or resident of the long-term care facility shall not be disclosed unless: (a) consent is given in writing by the individual or their legal representative as appointed by the court; (b) consent is given orally and the consent is documented contemporaneously in writing by an Ombudsman; or (d) such disclosure is required by court order.
2. The subcontract to the Ombudsman Program contains a provision for support of Ombudsman Program staff and volunteers by the Legal Assistance Provider. The Contractor agrees that the Agreement shall further provide assurance that the Legal Assistance Provider will enter into a Memorandum of Understanding with the Ombudsman Program wherein the Legal Assistance Provider shall provide advice to Ombudsman Program staff and volunteers.
3. Each Ombudsman program shall maintain a separate budget. The Ombudsman Coordinator shall have input into budget preparation and be informed of budget expenditures specific to the Ombudsman program.
4. The Ombudsman staff will have office space for conducting interviews/investigations in a confidential manner.
5. Each Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send e-mail messages to and from the Department.

**Additional Provisions – Exhibit E
Title III and Title VII**

- C. Assurances Specific to Legal Assistance Providers. The Contractor shall assure that the following conditions are met:
1. The subcontract between the Contractor and a Legal Assistance Provider shall contain a provision for support of the Ombudsman Program staff and volunteers by the Legal Assistance Provider. The Contractor further assures that the subcontract shall require the Legal Assistance Provider enter into a Memorandum of Understanding with the Ombudsman Program wherein the Legal Assistance Provider shall provide advice to Ombudsman Program staff and volunteers.
 2. Waiver of this part can be obtained from the Department pursuant to Exhibit D, Article XV., of this Agreement entitled, "Revisions, Waivers, or Modifications."

ARTICLE II. REPORTING PROVISIONS

- A. Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit the following data reports electronically to the Department's Data Analysis and Regulations Team (DART) according to the frequency listed:
1. Service Units (SPR 101), quarterly,
 2. Detailed and Summary Client Profile (SPR 102A and 102B), annually,
 3. Provider Profile (SPR 103), annually,
 4. Staffing Profile (SPR 104), annually,
 5. Unduplicated Client Count (SPR 105), annually, and
 6. Focal Point (SPR 106), annually.

Quarterly reports are due 30 days after the end of the quarter (October 31, January 31, April 30, and July 31). Annual reports are due 60 days after the end of the fiscal year (August 30). For any reports 30 days or more in arrears of the due date, the Contractor shall provide an immediate written explanation to the DART. This explanation shall include the reasons for the delay and the date the report will be submitted.

- B. Long Term Care Ombudsman programs shall submit quarterly National Ombudsman Reporting System (NORS) AoA Output Reports to the Office of the State Long Terms Care (LTC) Ombudsman.
- Quarterly reports are due 30 days after the end of the quarter (October 31, January 31, April 30, and July 31).
 - Annual NORS AoA Output Reports shall be due 60 days after the end of the fiscal year (August 30).

**Additional Provisions – Exhibit E
Title III and Title VII**

NORS data must be timely, complete, accurate, and verifiable. For any reports - 30 days or more in arrears of the due date, the Contractor shall immediately provide a written explanation to the State LTC Ombudsman. This written explanation shall include the reasons for the delay and the date the report will be submitted, the date being contingent on agreement of that date by the State LTC Ombudsman.

ARTICLE III. APPEAL PROCESS

If the Contractor disputes the administration of this Agreement, either fiscal or nonfiscal, said Contractor shall use the appeal procedure established by the Department in Title 22, California Code of Regulations, Division 1.8, Chapter 5, Sections 7700 through 7706. Unless the Department notifies the Contractor of a different stated time, the Contractor shall file an appeal within thirty (30) days of the disputed action.

Costs of court review are not reimbursable.

ARTICLE IV. FACILITY CONSTRUCTION OR REPAIR

A. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following acts and/or will include such provisions in any applicable agreements with subcontractors:

1. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 2760) (29 CFR, Part 3).
2. Davis-Bacon Act (40 USC 276 a-7) (CFR, Part 5).
3. Contract Work Hours and Safety Standards Act (40 USC 327-330) (29 CFR, Part 5).
4. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60.)

B. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the department.

1. When funding is provided for construction and non-construction activities, the Contractor or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.