

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

DEPT: ^{mp} Aging & Veterans Services

BOARD AGENDA # *B-1

Urgent Routine

AGENDA DATE September 13, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of contracts for the Older Americans Act (OAA) programs, the Health Insurance Counseling and Advocacy Program (HICAP), and the Multipurpose Senior Services Program (MSSP) with the California Department of Aging

STAFF RECOMMENDATIONS:

Authorize the Director of the Department of Aging and Veterans Services (Area Agency on Aging) (AAA) to sign contracts and any subsequent amendments to contracts AP-1112-30, HI-1112-30, and MS-1112-14 with the California Department of Aging for Fiscal Year 2011-2012.

FISCAL IMPACT:

The 2011-2012 Adopted Proposed Budget for the Area Agency on Aging of \$3,440,397 is funded from \$3,147,475 in estimated department revenue and a \$292,922 contribution from the General Fund. The total amount of the three contracts with the California Department of Aging is \$2,711,158. Of this amount, \$2,365,849 will be utilized to provide services to seniors and caregivers and \$345,309 will go to the AAA for administration and oversight of the programs. The minimum required County match for the Area Agency on Aging's administrative allowance is \$191,117. These amounts were included in the 2011-2012 Adopted Proposed Budget and approved by the Board of Supervisors on June 7, 2011.

BOARD ACTION AS FOLLOWS:

No. 2011-517

On motion of Supervisor Chiesa and approved by the following vote, Seconded by Supervisor Withrow

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of contracts for the Older Americans Act (OAA) programs, the Health Insurance Counseling and Advocacy Program (HICAP), and the Multipurpose Senior Services Program (MSSP) with the California Department of Aging

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DISCUSSION:

The Area Agency on Aging is recognized by the Administration on Aging as the local agency for advocacy, planning, and program development on behalf of older persons in Stanislaus County. Therefore, the Area Agency on Aging contracts with the California Department of Aging to provide Older Americans Act Programs, the Health Insurance Counseling and Advocacy Program, and the Multipurpose Senior Services Program for senior citizens and caregivers in Stanislaus County either directly or through grant agreements with local service providers

The total amount allocated for Fiscal Year 2011-2012 Area Plan (AP) contract, AP-1112-30, is \$1,757,200. The AAA will receive \$345,309 to carry all of the administrative functions of an Area Agency on Aging, including administrative guidance and oversight, monitoring, and technical assistance to the contracting service providers. Those Programs that will be provided through contracts with local service providers include: Ombudsman, Elder Abuse Prevention, Homemaker, Congregate Meals, Home-Delivered Meals, Disease Prevention and Health Promotion, and Assisted Transportation. The Stanislaus County Board of Supervisors approved these agreements on July 12, 2011. Those Programs the AAA will provide as a direct service are: Information and Assistance, Outreach, Program Development, Coordination, and Family Caregiver Support Program.

Total funding for the Health Insurance Counseling and Advocacy Program (HICAP) contract, HI-1112-30, for Fiscal year 2011-2012 is \$268,358. This program is administered by the Area Agency on Aging and provides free and objective information and counseling about Medicare. Volunteer counselors help Medicare beneficiaries understand their specific rights and health care options. HICAP also offers free educational presentations to groups of Medicare beneficiaries, their families, and/or providers on a variety of Medicare and other health insurance related topics.

Total funding available for the Multipurpose Senior Services Program (MSSP), MS-1112-14, for Fiscal Year 2011-2012 is \$685,600. This program is also administered directly by the Area Agency on Aging. The MSSP program is a social services/health case management program designed to prevent or delay institutional placement of the frail elderly. Services include assessments, regular contact and coordinated supervision by the MSSP Case Manager and Nurse. The program also purchases an array of contracted services and equipment to ensure the clients safety in their own homes. Services include, but are not limited to: personal care, chore services, respite care for live-in caregivers, adult daycare, and communication services for clients' assistance in emergency situations. Equipment could include, but is not limited to: wheel chair ramps, bathtub grab bars, new front doors, or new locks for doors.

POLICY ISSUES:

By approving the grant agreements with the California Department of Aging, the Area Agency on Aging will continue to provide aging services to residents of Stanislaus County, consistent with the Board's priority of A Healthy Community.

STAFFING IMPACT:

There is no additional staffing impact associated with this request as existing staff will administer the contracts.

CONTACT PERSON:

Margie Palomino, Director. Telephone: (209) 525-4601

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: September 13, 2011

No. 2011-517

On motion of Supervisor Chiesa Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # *B-1

RESOLUTION APPROVING OLDER AMERICANS ACT PROGRAMS, THE HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM, AND THE MULTIPURPOSE SENIOR SERVICES PROGRAM CONTRACTS WITH THE CALIFORNIA DEPARTMENT OF AGING

WHEREAS the Area Agency on Aging (AAA) is required to provide administrative guidance and oversight, monitoring, and technical assistance to its contracting service providers; and

WHEREAS the AAA staff provides the following direct services for seniors: Information and Assistance; Outreach, Program Development; Coordination; Family Caregiver Support Program; Health Insurance Counseling Advocacy Program (HICAP); and Multipurpose Senior Services Program (MSSP); and

WHEREAS the following programs will be provided through contracts and / or Memorandum of Understandings (MOUs) with local service providers: Senior Legal Assistance, Ombudsman, Elder Abuse Prevention, Homemaker, Congregate Meals, Home-Delivered Meals, Disease Prevention and Health Promotion, and Assisted Transportation.

BE IT RESOLVED that the Stanislaus County Board of Supervisors approve the Older Americans Act program contracts AP-1112-30, HI-1112-30, and MS-112-14 with the California Department of Aging; and

BE IT FURTHER RESOLVED that the Stanislaus County Board of Supervisors authorizes the Director of the Department of Aging and Veterans Services (Area Agency on Aging) to sign the AP-1112-30, HI-1112-30, and MS-112-14 contracts and any subsequent amendments to these contracts with the California Department of Aging for Fiscal Year 2011-2012.

ATTEST: **CHRISTINE FERRARO TALLMAN, Clerk**
Stanislaus County Board of Supervisors,
State of California

Christine Ferraro Tallman

File No.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

AP-1112-30

REGISTRATION NUMBER

1. 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

2. The term of this Agreement is: July 1, 2011
 Through June 30, 2012

3. The maximum amount of this Agreement is: **\$ 1,757,200.00**
 One million, seventy hundred fifty seven thousand, two hundred and 00/100 dollars

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

Exhibit A – Scope of Work 17 page(s)

Exhibit B – Budget Detail, Payment Provisions, and Closeout 11 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

27 page(s)

Exhibit - D* Special Terms and Conditions

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL

14 page(s)

Exhibit E – Additional Provisions

BY

Deirdre McGrath

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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(Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

121 Downey Avenue, Suite 102 Modesto CA 95354

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General
 Services Use Only

Exempt per:
 AG OP 80-111

**Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12**

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42) (USC Section 3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and California Department of Aging (CDA) Program Memoranda.
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 advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).
3. **Program Development** means activities that either establish a new service or expand or integrate existing services.
4. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non OAA-funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
5. **Priority Services** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
6. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2005.
7. **Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2005.

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12

ARTICLE I. DEFINITIONS (Continued)

8. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each PSA compared to the total number of meals served in the State in the preceding year.
9. **Title III D (Disease Prevention and Health Promotion Services)** means a variety of activities to maintain or improve the physical, mental, and nutritional health of older persons, to include the following specific activities: disease prevention, health promotion education, nutrition education, nutrition counseling, nutrition risk screening services, medication management, home security, equipment, family support, community education/advocacy, information, outreach, physical fitness, therapy, and comprehensive assessment.
10. **Medication Management** means “medication screening and education to prevent incorrect medication and adverse drug reactions” and is a required service with a separate funding allocation.
11. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
12. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
13. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).
14. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
 - a. Voluntary contributions received from a participant or responsible party as a result of services.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

**Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12**

ARTICLE I. DEFINITIONS (Continued)

- c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from sale of items fabricated under a contract agreement.
 - 15. **One-Time-Only** include the following:
 - a. Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180). (Title 22 CCR 7314).
 - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the Department.
 - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the CDA as a result of the federal re-allotment process.
 - 16. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
 - 17. **Eligible Service Population** for Title III (except for Title III E) 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, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].
- B. DEFINITIONS SPECIFIC TO TITLE III E—FAMILY CAREGIVER SUPPORT PROGRAM (FCSP)**
- 1. **Program Requirements** means requirements found in the Older Americans Act (OAA), Title III, Part E, Sections 371 through 374.
 - 2. **Eligible Service Population** for Title III E means:
 - a. A Family Caregiver
 - b. A Grandparent or Older Individual Who is a Relative Caregiver

**Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12**

ARTICLE I. DEFINITIONS (Continued)

3. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. "Family Caregiver" is used interchangeably with "informal caregiver". "Informal" means that the care is not provided as part of a public or private formal service program.

A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.

Older parents providing care to their adult child with disabilities can be served in FCSP if the adult child is 60 years of age or older.

The broader term "Caregiver" as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

4. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part, A Section 302(3); Title I, Section 102(40)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 8 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (22), which requires that the Care Receiver is unable to perform at least two activities of daily living [i.e., human assistance is needed for eating, toileting, walking, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.
5. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA:

- a. Lives with the child;

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12

ARTICLE I. DEFINITIONS (Continued)

- b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 - c. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally.
 - d. In addition to the above a grandparent or older relative caregiver that has adopted the child remains eligible to receive support services under this portion of FCSP.
6. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age or is an individual (of any age) with a disability.
7. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in three or more of the following areas of major life activity:
- a. Self-care,
 - b. Receptive and expressive language,
 - c. Learning,
 - d. Mobility,
 - e. Self-direction,
 - f. Capacity for Independent Living,
 - g. Economic self-sufficiency,
 - h. Cognitive functioning, and
 - i. Emotional adjustment.
8. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III,

**Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12**

ARTICLE I. DEFINITIONS (Continued)

Part E, Section 373(e) (1), the Department has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

The following apply to the respite care (4) or supplemental services (5) categories above:

- a. “Respite Care” means the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).
- b. “Temporarily” means a brief period of relief or rest from a caregivers responsibilities during a limited time period, and could be provided on the following basis:
 - (1) Intermittent—Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;
 - (2) Occasional—Time off for the caregiver to attend a special event;
 - (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.
- c. Title III E funds cannot be used to support the following activities:
 - (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
 - (2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly;
 - (3) To supplement the service unit cost of “a participant day” at an adult day care program.
- d. Title III E Supplemental Funds cannot be used to support the following activities:

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12

ARTICLE I. DEFINITIONS (Continued)

- (1) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
- (2) Providing ongoing assistance to a care receiver living alone;
- (3) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
- (4) One-time, end-of-the-year assistance without an identified individual caregiver need.

C. DEFINITIONS SPECIFIC TO TITLE VII-A (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES)

1. **State Long-Term Care Ombudsman Program** means the CDA program recognized by the State Legislature and in compliance with the OAA and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B); W&I 9700, 9701(f)].
2. **Office of the Long-Term Care Ombudsman** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the Area Agencies on Aging (AAAs). As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the state. The Office analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The Office periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA 712(a)(1)(A), 712(a)(3) (C&F), 712(h); W&I 9710, 9716, 9717].
3. **State Ombudsman** means the individual who serves as the full-time head of the Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the AAA, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAA responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); W&I 9711].

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12

ARTICLE I. DEFINITIONS (Continued)

4. **Local Ombudsman Program** means either a program of the AAA or its subcontractor that is selected to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the planning or service area. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence. [OAA 711(3), 712(a)(5)(D); W&I 9701(a)].
5. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence. [OAA 712(a)(5)(A), 712(h)(5); 9701(e), 9719].
6. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to acceptance by the State Ombudsman for certification, the individual is required to complete a minimum of 36 hours of training in accordance with policies and procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5); W&I 9719].
7. **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAA Section 712(a)(5)(B)(vii)]
8. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA Sections 102(35), 321(a)(10), W&I 9701(b). The Local Ombudsman Program may serve residents under 60 years of age if:
 - a. A majority of the residents of the facility where the younger person resides are over age 60, and

**Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12**

ARTICLE I. DEFINITIONS (Continued)

- b. Such service does not weaken or decrease service to older individuals covered by the OAA [Policy of the Office of Elder Rights Projection, Administration on Aging; July 15, 1996].

D. DEFINITIONS SPECIFIC TO TITLE VII-B (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES – PROGRAMS FOR PREVENTION OF ELDER ABUSE, NEGLECT, AND EXPLOITATION)

- 1. **Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) (42 U.S.C. 3058i, OAA Section 721), including:
 - a. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
 - b. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
 - c. Ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
 - d. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA.
 - e. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
 - f. Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;

**Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12**

ARTICLE I. DEFINITIONS (Continued)

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

ARTICLE II. SCOPE OF WORK

A. The Contractor shall perform the following:

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

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12

ARTICLE II. SCOPE OF WORK (Continued)

- b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. Keep on file the written record/documentation supporting expenditures of Program Development or Coordination activities for three years or until any audit is resolved, whichever is longer.
6. Meet the requirements under the OAA, Section 301(a)(1) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, Section 301(a)(2)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA, Section 301(a)(2)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
11. Maintain or increase the number of Title III C-1 and C-2 meals served If federal and/or State funds for meal programs increase. This contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
12. Enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
13. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12

ARTICLE II. SCOPE OF WORK (Continued)

14. Monitor, on an ongoing basis, the subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to provide reasonable assurance the subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved [OMB Circular A-133.400(d)(3)]. Except for nutrition programs, on-site monitoring will be conducted at least every two years.
15. Monitor nutrition programs as required by regulation Title 22 Section 7634.3 (d). AAA Registered Dietician (RD) must inspect on-site annually each food preparation site (central kitchen). However, non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. Consistent with generally accepted standards for food safety AAA polices and procedures must guarantee the following:
 - Inspect non-food preparation nutrition sites at least every other year.
 - Inspect non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - Inspect central kitchens on-site annually.
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.
19. Maintain a four-year Area Plan, with annual updates, as specified in Title 22 CCR, Sections 7300 through 7320. The Area Plan and annual updates are due by May 1 of each year and the year-end report is due by November 1 of each year. The annual update and year-end report shall be effective during the same term as this Agreement.
20. Maintain a program data collection and reporting system as specified in Exhibit E.

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12

ARTICLE II. SCOPE OF WORK (Continued)

21. Limit expenditures for Title III E Supplemental Services to 20 percent of the total Federal and Matching Non-Federal share FCSP allocation, as directed per guidance from Administration on Aging.
 22. Expend not more than 10 percent of the total federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than 18 years of age in accordance with OAA Section 373(g)(2)(C).
 23. Contract Title III case management services only to a public or non-profit agency, as required by the USC 42 Section 3026 (a)(8)(C).
 24. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the AAA as specified in subsection (i), (ii), and (iii), of the USC 42 Section 3026 (a)(8)(C).
 25. Include the identity of each designated community focal point in subcontracts as specified in USC 42 Section 3026 (a)(3)(B).
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA 712(a)(5)(i); 9701(a)].
 2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA 712(a)(5)(B)(ii)].
 3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing the decision not to investigate and the reasons for the decision. [OAA 712(a)(5)(B)(iii); W&I 9701(a), 9720].
 4. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289, PC 4675, PC 4700 et seq.].

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12

ARTICLE II. SCOPE OF WORK (Continued)

5. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this contract. [OAA 712(c)].
6. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA 712(a)(5)(B)(iv)].
7. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA 712(a)(5)(B)(v)].
8. Support the development of resident and family councils. [OAA 712(a)(5)(B)(vi)].
9. Carry out other activities that the State Ombudsman determines to be appropriate, including periodic updating of a plan for maintaining an ongoing presence in long-term care facilities, and participation in special initiatives to recruit volunteers to serve as State Certified Ombudsman Representatives. [OAA 712(a)(5)(B)(vii)].
10. Have the option to provide additional services, if they do not weaken or decrease required Ombudsman responsibilities and duties, including the following services:
 - a. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [W&I 9726.1(a)].
 - b. Promote visitation programs and other community involvement in long-term care facilities within the service area. [W&I 9726.1(b&d)].
 - c. Establish (in addition to support) resident, family and friends' councils. [W&I 9726.1(c)].
 - d. Present community education and training programs to long-term care facility staff, human service workers, and the general public about long-term care and residents' rights. [W&I 9726.1(e)].
 - e. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not eligible to receive the services of the State Long-Term Care Ombudsman Program. [W&I 9720].

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12

ARTICLE II. SCOPE OF WORK (Continued)

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

1. Use Federal Citation Penalties Account for the recruitment or retention of certified Ombudsman staff and volunteers that provide services to residents of Long-Term Care Facilities. Allowable expenditures include: recruiting/retaining staff, office space, equipment and furniture for new staff, increased utilities usage, additional funding for volunteer mileage, training, volunteer recognition activities, and materials and space to conduct community awareness activities, and other activities which support the overall program.
2. Contractor shall review and approve claims for federal Citation Penalties Account funds.
3. Contractor shall submit monthly fiscal documents to CDA, as determined by the CDA, for federal Citation Penalties Account funds.

D. The Contractor shall perform the following bilingual and linguistic program services for all programs: (GC 11135 -11139.5; Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340, 98370)

1. Needs Assessment

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

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

1. Number or proportion of limited English speaking persons (LEP) eligible to be served or likely to be encountered by the program.
2. Frequency with which LEP individuals come in contact with the program.
3. Nature and importance of the services provided to people's lives.
4. Resources available to the Contractor.

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12

ARTICLE II. SCOPE OF WORK (Continued)

This group-needs assessment will serve as the basis for Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with GC Section 11135 et seq. and sections 98000-98382 of Title 22 of the CCR.

- b. Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:
 - 1. Methodologies used.
 - 2. Findings regarding linguistic and cultural needs of non-English or LEP groups.
 - 3. Services proposed to address the needs identified and a timeline for implementation. (Title 22 CCR Section 98310)
- a. Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. (Title 22 CCR Section 98310, 98313)

1. Provision of Services

- a. Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - 1. Interpreters or bilingual providers and provider staff.
 - 2. Contracts with interpreter services.
 - 3. Use of telephone interpreter lines.
 - 4. Sharing of language assistance materials and services with other providers.
 - 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - 6. Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group needs assessment, Contractor shall ensure that reasonable alternative communication

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year 2011-12

ARTICLE II. SCOPE OF WORK (Continued)

services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)

- b. Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at Contractor's office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- c. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by Contractor. (Title 22 CCR Section 98324)
- d. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)

2. Compliance Monitoring

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

3. Notice to Eligible Beneficiaries of Contracted Services

- a. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (Title 22 CCR Section 98325)
- b. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of GC section 11135 et seq. (Title 22 CCR Section 98326)
- c. Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (Title 22 CCR Sections 98211, 98310, 98340)

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2011-12**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman volunteer recruitment activities in the Budget Act shall be used by the Contractor to maintain or expand the activities of the Long-Term Care Ombudsman Program.
3. 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.
 - Mileage
<http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

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.)

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

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2011-12**

ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.
2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):

1. Financial Reporting
2. Accounting Records
3. Internal Control
4. Budgetary Control
5. Allowable Costs
6. Source Documentation
7. Cash Management

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 or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for 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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2011-12**

ARTICLE I. FUNDS (Continued)

enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an itemized Area Plan Budget (CDA 122). No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:

- Terminate the Contract pursuant to Exhibit D, Article XII, A.
- Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.

b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced and (2) some contracts may be reduced by a greater amount than others, and (3) that the State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest amounts earned on advances of federal funds up to \$100 per year for Local Government Agencies or \$250 for non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to the Department's Accounting Section. [45CFR 92.21(i); 45CFR 74.22(l)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2011-12**

ARTICLE I. FUNDS (Continued)

3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If the Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least quarterly, to the Department's Accounting Section.
4. Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.
 - (a) The recipient receives less than \$120,000 in federal awards per year.
 - (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
 - (c) The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2011-12**

ARTICLE I. FUNDS (Continued)

7. Program Income must be used to expand baseline services.

G. One-Time-Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR Section 7532 or through a non-competitive award pursuant to Title 22 CCR Section 7360.
3. Titles III and VII federal Program One-Time-Only funds shall be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population must be an allowable cost of the program.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects that are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45 CFR 1321.53(a) & (b).]
 - d. Baseline services. - OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services do not require advance Department approval.
4. Nutrition Services Incentive Program (NSIP) One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.

H. Matching Contributions

Matching Contributions mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2011-12**

ARTICLE I. FUNDS (Continued)

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

I. Area Plan Administration

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) *and the CDA-OMB 300* with the exception of budget service category transfers as noted in E.1.(a) below. *The contractor* shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) and *CDA-OMB 300* are reviewed and approved by the Department. The approved Area Plan Budget *and the CDA-OMB 300* are hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Contractor shall submit electronically a budget revision 30 days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Budget Service Category Transfers
 1. The Contractor may transfer contract funds between budget service categories under the following terms and conditions:
 - a. The Contractor shall submit a revised budget to the Department for any service category transfer of funds which exceeds 10 percent of the total budget for each funding source (Title IIIB, C1, C2, D, E, and Title VIIA and B).

ARTICLE II. BUDGET AND BUDGET REVISION

- b. The Contractor shall maintain a written record of all budget changes and clearly document service category 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.

F. Allocation Transfers

- 1. Requests to transfer federal or State funds shall be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - b. Transfer of State funds is allowable between III C-1 General Fund and III C-2 General Fund.
- 2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
- 3. Transfer of funds cannot be processed or approved after the end of the specified contract period.

G. Matching Requirements

- 1. The minimum required administration matching contributions for Title III B, III C, & III E combined is 25 percent.
- 2. The required minimum program matching contributions for Title III B, III C, & III D is 10 percent.
- 3. The required minimum program matching contributions for Title III E is 25 percent.
- 4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
- 5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.

ARTICLE II. BUDGET AND BUDGET REVISION

6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III at least 25 percent must be from local public agencies (city and county governments, school districts, special districts, and water districts).

H. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, III C, & III E funds allocated for area plan administration costs. During the contract period, Program Development or Coordination activities and area plan administration activities can occur simultaneously. (See Article IV.C. for reconciliation during the closeout period).

I. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8 percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the 8 percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

Contractor agrees to include the above requirement in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

ARTICLE III. PAYMENTS

- A. Title III B, III C, III D, III E, VII Ombudsman and VII Elder Abuse Prevention
The Contractor shall submit a monthly expenditure report and a request for funds to the online California Aging Reporting System (CARS) Fiscal Module by the 30th of each month unless otherwise specified by the Department.
- B. The Department shall review requests for funds to ensure compliance with the approved Area Plan Budget (CDA 122).

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN – Fiscal Year 2011-12

ARTICLE III. PAYMENTS (Continued)

- 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. Upon execution of this agreement, the Department will make quarterly advances of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.
- 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.

ARTICLE IV. CLOSEOUT

- A. The Financial Closeout Report (CDA 180) and the "Report of Property Purchased with Agreement Funds" (CDA 32) shall be submitted annually to the AAA-Based Team, as identified in PM 04-17, within 60 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.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

Exhibit B - Budget Detail, Payment Provisions, and Closeout
Area Plan Budget Display
Fiscal Year 2011/12

Stanislaus County, Department of Aging and Veteran Services

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
Supportive Services							
Federal Title IIIB	365,216	-	365,216	-	-	365,216	-
General Fund B	-	-	-	-	-	-	-
Total Supportive Services	365,216	-	365,216	-	-	365,216	-
Ombudsman							
Federal Title IIIB	23,956	-	23,956	-	-	23,956	-
General Fund B	-	-	-	-	-	-	-
Federal Title VIIa	30,880	-	30,880	-	-	30,880	-
General Fund VIIa	-	-	-	-	-	-	-
Special Deposit (SDF)	19,156	-	19,156	-	-	19,156	-
SNF Quality & Accountability	24,118	-	24,118	-	-	24,118	-
Total Ombudsman	98,110	-	98,110	-	-	98,110	-
Congregate Nutrition							
Federal Title IIIC1	479,068	-	479,068	-	-	479,068	-
General Fund C1	42,061	-	42,061	-	-	42,061	-
NSIP C1	46,102	-	46,102	-	-	46,102	-
Total Congregate Nutrition	567,231	-	567,231	-	-	567,231	-
Home-Delivered Meals							
Federal Title IIIC2	237,524	-	237,524	-	-	237,524	-
General Fund C2	40,937	-	40,937	-	-	40,937	-
NSIP C2	70,561	-	70,561	-	-	70,561	-
Total Home Delivered Meals	349,022	-	349,022	-	-	349,022	-
Disease Prevention							
Federal Title IIID	20,166	-	20,166	-	-	20,166	-
Federal Title IIID - Med Mgmt	7,144	-	7,144	-	-	7,144	-
General Fund D	-	-	-	-	-	-	-
Total Disease Prevention	27,310	-	27,310	-	-	27,310	-
Family Caregiver							
Federal Title IIIE	168,882	-	168,882	-	-	168,882	-
Total Title IIIE	168,882	-	168,882	-	-	168,882	-
Elder Abuse							
Federal Title VIIb	6,377	-	6,377	-	-	6,377	-
General Fund VIIb	-	-	-	-	-	-	-
Total Elder Abuse	6,377	-	6,377	-	-	6,377	-
Administration							
Federal Title IIIB	55,064	-	55,064	-	-	55,064	-
Federal Title IIIC1	64,736	-	64,736	-	-	64,736	-
Federal Title IIIC2	32,096	-	32,096	-	-	32,096	-
Federal Title IIIE	22,767	-	22,767	-	-	22,767	-
General Fund C1	307	-	307	-	-	307	-
General Fund C2	82	-	82	-	-	82	-
Total Administration	175,052	-	175,052	-	-	175,052	-
Grand Total - All Funds	1,757,200	-	1,757,200	-	-	1,757,200	-

Exhibit B - Budget Detail, Payment Provisions, and Closeout
Area Plan Budget Display
Fiscal Year 2011/12

Stanislaus County, Department of Aging and Veteran Services

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
Funding Summary							
Federal Funds	1,630,539	-	1,630,539	-	-	1,630,539	-
General Fund	83,387	-	83,387	-	-	83,387	-
SNF Quality & Accountability	24,118	-	24,118	-	-	24,118	-
Special Deposit	19,156	-	19,156	-	-	19,156	-
	1,757,200	-	1,757,200	-	-	1,757,200	-

Comments:

The maximum amount of Title III/VII Baseline expenditures allowable for the first quarter is:	378,469
The maximum amount of Title III E expenditures allowable for supplemental services is:	51,106
The maximum amount of Title III E expenditures allowable for Grandparents is:	25,553
The minimum General Fund to be expended for State Match in Title III is:	64,822

CFDA NUMBER	Title	Year	Award Number	Award Name
93.041	Title VII: Elder Abuse Prevention	2011	11AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable
		2012	12AACAT7SP	Elder Rights Protection Activities
93.042	Title VII: Ombudsman	2011	11AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable
		2012	12AACAT7SP	Elder Rights Protection Activities
93.043	IIID: Preventive Health	2011	11AACAT3SP	Older Americans Act Title III-Grants for State & Community
		2012	12AACAT3SP	Programs on Aging
93.044	IIIB: Supportive Services	2011	11AACAT3SP	Older Americans Act Title III-Grants for State & Community
		2012	12AACAT3SP	Programs on Aging
93.045	IIIC1: Congregate Meals	2011	11AACAT3SP	Older Americans Act Title III-Grants for State & Community
		2012	12AACAT3SP	Programs on Aging
93.045	IIIC2: Home-Delivered Meals	2011	11AACAT3SP	Older Americans Act Title III-Grants for State & Community
		2012	12AACAT3SP	Programs on Aging
93.052	IIIE: NFCSP	2011	11AACAT3SP	Older Americans Act Title III-Grants for State & Community
		2012	12AACAT3SP	Programs on Aging
93.053	Nutrition Services Incentive Program	2011	11AACANSIP	Older Americans Act Section 311-Nutrition Services
		2012	12AACANSIP	Incentive Program

Special Terms and Conditions - Exhibit D
AREA PLAN – FY 2011-12

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. Definitions

1. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget *and the CDA-OMB 300*, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
3. "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 which is responsible for executing the provisions for services of this Agreement.
4. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
5. "Reimbursable item" also means "allowable cost" and "compensable item."
6. "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.

B. Resolution of Language Conflicts

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

1. The Older American Act Amendments of 2006 (OAA as amended);
2. Other applicable Federal statutes and their implementing regulations;
3. Older Californians Act;
4. Title 22 CCR § 7000 et. seq.;
5. Standard Agreement (Std. 213), all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference;
7. Program memos and other guidance issued by the Department.

ARTICLE II. ASSURANCES

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

**Special Terms and Conditions - Exhibit D
AREA PLAN – FY 2011-12**

ARTICLE II. ASSURANCES (Continued)

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

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

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

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

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

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

Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR 98323) (Chapter 182, Stats. 2006)

3. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).
4. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

Special Terms and Conditions - Exhibit D
AREA PLAN – FY 2011-12

ARTICLE II. ASSURANCES (Continued)

D. Standards of Work

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

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds 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.

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair (This section only applies to Title III.)

Special Terms and Conditions - Exhibit D
AREA PLAN – FY 2011-12

ARTICLE II. ASSURANCES (Continued)

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).
 - 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 owner's 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.
- I. Contracts in Excess of \$100,000
- If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:
1. Clean Air Act, as amended (42 USC 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).
 5. Public Contract Code Section 10295.3.
- J. Debarment, Suspension, and Other Responsibility Matters

Special Terms and Conditions - Exhibit D
AREA PLAN – FY 2011-12

ARTICLE II. ASSURANCES (Continued)

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: [45 CFR 92.35]
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
 - e. Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or
 - f. Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
2. The Contractor agrees to timely execute any and all amendments to this Agreement 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. These documents must also identify the action taken.

**Special Terms and Conditions - Exhibit D
AREA PLAN – FY 2011-12**

ARTICLE II. ASSURANCES (Continued)

3. Documentation in the form of a resolution, order, or motion 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 on Aging Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. Corporate Status

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

N. Lobbying Certification

The Contractor, by signing this Agreement, 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

**Special Terms and Conditions - Exhibit D
AREA PLAN – FY 2011-12**

ARTICLE II. ASSURANCES (Continued)

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 federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the 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 subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS

- 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/or vendor agreements, 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
AREA PLAN – FY 2011-12

ARTICLE V. SUBCONTRACTS AND/OR VENDOR AGREEMENTS (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 preserving the State's copyrights and rights in data in accordance with Article XIX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, 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 and/or vendor agreements 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, vendor agreements, 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 and/or vendors in accordance with Article XI, Section E of this exhibit.
- G. The Contractor shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, 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 and/or vendor in the performance of this Agreement.
- H. The Contractor shall ensure that the subcontractor and/or vendor 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.
- I. 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):
 - 1. The RFP or IFB.
 - 2. All bid proposals received.

Special Terms and Conditions - Exhibit D
AREA PLAN – FY 2011-12

ARTICLE V. SUBCONTRACTS AND/OR VENDOR AGREEMENTS (Continued)

3. 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 Contractor should include in its contract with the for-profit entity a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Contractor shall follow the Procurement requirements in the applicable OMB Circular and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Contractor purchased services or property respectively.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the 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, and C of this Article, 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

Special Terms and Conditions - Exhibit D
AREA PLAN – FY 2011-12

ARTICLE VI. RECORDS (Continued)

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 or transferred to another Contractor as instructed by 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 shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc .
 - 2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- B. Property meeting all of the following criteria are subject to the capitalization requirements. Such 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.
- 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
AREA PLAN – FY 2011-12

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
 4. Serial number
 5. Cost or other basis of valuation;
 6. Fund source; and
 7. 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 maintain and submit to the Department annually with the Closeout, a current inventory of property furnished or purchased by either the Contractor or 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), unless otherwise directed by 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

Special Terms and Conditions - Exhibit D
AREA PLAN – FY 2011-12

ARTICLE VII. PROPERTY (Continued)

- 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 or as otherwise agreed by the parties.
 - 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, 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, no later than 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.
 - 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
AREA PLAN – FY 2011-12

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, 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 AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies and procurement, 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 and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. Contractor shall monitor contracts, subcontracts or grant agreements to ensure compliance with laws, regulations, and the provisions of contracts or grant agreements that may have a direct or material effect on each of its major programs.
- D. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department.

ARTICLE X. AUDITS

- A. Contractors that expend \$500,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the:

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AREA PLAN – FY 2011-12**

ARTICLE X. AUDITS (Continued)

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

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that State-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Aging.

B. This section B applies only to Title III/VII.

The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. 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)
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 D- Disease Prevention and Health Promotion Services (Title III-D)
93.044	Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III-B)
93.045	Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III-C)
93.052	National Family Caregiver Support-Title III, Part E
93.053	Nutrition Services Incentive Program (NSIP)

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ARTICLE X. AUDITS (Continued)

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 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 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 perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for Department review.

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

1. Ensuring that a subcontractor expending \$500,000 or more in Federal Awards during the subcontractor's fiscal year has met the audit requirements of OMB Circular A-133 as summarized in D;
2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;
3. Reconciling expenditures reported to the Department to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the Department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments);
4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21) which state in

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ARTICLE X. AUDITS (Continued)

part that financial reporting must be accurate, current, and complete; and, accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and

5. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- D. The Contractor shall ensure that the subcontractor single audit reports meet OMB Circular A-133 requirements:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.
 2. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.
 3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.
 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs.
 5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.
- E. Requirements identified in D of this Article shall be included in contracts/agreements with the subcontractor. Further, the subcontractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Department shall have access to all audit reports and supporting work papers, and the Department has the option to perform additional work, as needed.
- F. The contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Contractor performed an independent expense

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ARTICLE X. AUDITS (Continued)

verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

- G. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principle circulars.
- H. 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. Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has Federal Awards expended of less than \$500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection __200(d). However, this does not prohibit the Contractor from charging Federal Awards for the cost of conducting a limited-scope audit to monitor its subcontractor to address compliance requirements provided the subcontractor is not required to obtain a single audit. These costs must be charged as an Administrative expense of the Contractor.
- I. 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:
 - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the Department in cases of higher than usual risks.
 - 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 - 3. If applicable, 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

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ARTICLE XI. INSURANCE (Continued)

\$5,000,000 if seating capacity is over 15

unless otherwise amended by future regulation.

4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.
- 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 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 or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation

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ARTICLE XI. INSURANCE (Continued)

liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. 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.

ARTICLE XII. TERMINATION

A. Termination Without Cause

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

B. Termination for Cause

The Department may terminate for cause the performance of work under this Agreement. The Department may terminate the Agreement upon 30 days written notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to threat to life, health or safety of the public and in that case the termination

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ARTICLE XII. TERMINATION (Continued)

shall take effect immediately. The grounds for termination for cause shall include but not limited to the following:

1. In case of threat of life, health or safety of the public. (Termination of Agreement shall be effective immediately.)
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension, Article II J.
11. The Contractor's organizational structure has materially changed.
12. The Department determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government 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.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by the Department, the Contractor shall immediately proceed with the following

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AREA PLAN – FY 2011-12

ARTICLE XII. TERMINATION (Continued)

obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

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

D. Effective Date

Termination of this Agreement, shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. In all other cases, the termination shall take effect 30 days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the Department, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Department and the procedure for doing so.

E. Voluntary Termination of Area Plan Agreement

Pursuant to Title 22, Section 7210 the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the Department or upon 30 days written notice to the Department.

In case of voluntary termination, the Contractor shall allow the Department up to 180 days to transition services.

F. In the event of a termination, 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.

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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 OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVI. NOTICES

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

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of 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.

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ARTICLE XVII. DEPARTMENT CONTACT (Continued)

- B. The contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section 4841.2., GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the State programs and services.
- Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure), any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
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.

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
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, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

3. All employees and volunteers who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

1. Notice must be given by the contractor or subcontractor to any data subject whose personal information could have been breached.
2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.
3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

J. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the contractor and its subcontractors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
2. 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 60 days of receipt of the request. 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.
3. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in item 2 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 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.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer

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ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

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.

3. Subject only to the provisions of Article XVIII and Article XIX of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the California Department of Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction 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.
8. CDA funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. In providing Family Caregiver Support Program (FCSP) services to a family caregiver, or a grandparent or older individual who is a relative caregiver, priority shall be given for services under OAA, Sections 372(b) and 373(c)(2) to:
 - a. Family Caregivers of older individuals 60 years of age or older [as defined in OAA, Section 102(a)(40)] with Alzheimer's disease and related disorders with neurological and organic brain dysfunction;
 - b. Grandparents or other older relatives 55 years of aging or older caring for children with severe disabilities; and
 - c. Family Caregivers and Grandparents or relative caregivers 60 years of age or older [as defined in OAA, Section 102(40)] with greatest social need, with greatest economic need, and with particular attention to low-income individuals.
10. The Contractor and/or subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with Title III, Part E, Section 373(d) of the OAA and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants in community service settings (and programs).
11. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.
12. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in Title III, Part E, Section 373(b) of the OAA; and distinguished between "caregiver" and "grandparent" support services, as required for National Aging Programs Information Systems (NAPIS).

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

13. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include ALL five federal support service components for both “caregiver” and “grandparent” support services (as required in Title III, Part E, Sections 373(a) and (b) of the OAA), unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources. (Title III, Part E, Section 374)
14. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E), Title VII.
15. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental Services Regional Centers, Department of Mental Health Caregiver Resource Centers and other Title III funded providers.
16. Performance outcomes for ALL funds expended under FCSP shall be reported in accordance with standards delineated in the FCSP Service Matrix established by CDA, in accordance with Title III, Part E, Section 373(e) of the OAA.
17. Means tests shall not be used by any Contractor for any Title III or Title VII services.
18. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received.
19. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.
20. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service.
21. Donation letters may not resemble a bill or a statement. [OAA §315(b)]
22. Individual client’s donations shall not be tracked by accounts receivable. [OAA §315(b)(4)(C)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

23. Cost Sharing shall not be implemented for any Title III and Title VII service until so notified by the CDA.
24. The Contractor shall comply with the OAA Section 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.
25. The Contractor, at a minimum, shall identify and make contact with their local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how their needs will be addressed by OES in the community.
26. The Contractor shall furnish annually or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
27. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, Division 1.8, Chapter 4, Article 2, Section 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
28. Proof of age or citizenship shall not be required as a condition of receiving services.
29. Providers of Title III-C programs shall annually assess the client's nutrition risk using a valid nutrition screening tool. [OAA §339(2)(J)][OAA §207(a)(3)] This shall apply to home delivered participants.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

B. Assurances Specific to the Ombudsman Program:

The Contractor shall assure the following:

1. Representatives of the Local Ombudsman Program and members of their immediate family shall be free of conflicts of interest and not stand to gain financially through the following:
 - a. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility. [OAA Section 712(f)]
 - b. An action or potential action brought on behalf of individuals the Program serves. [OAA Section 712(a)(5)(C)(ii)].
2. Representatives of the Local Ombudsman Program shall have access to long-term care facility residents and their medical and social records, with documentation of consent in accordance to section (3)(a), between the hours of 7:00 a.m. and 10:00 p.m. seven days a week [OAA 712(b)(1); W&I 9722 and 9724; CCR 8020(a)]. Authorization is required by the State Ombudsman for entry outside of these hours and for access to resident records when a legal guardian refuses to give permission and there is reason to believe the guardian is not acting in the best interests of the resident [OAA 712(b)(1)(B)(ii); W&I 9724(c and d); CCR 8020(a)].
3. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification [OAA 712(h)(5)(B)].
4. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized pursuant to OAA 705(a)(6)(C); OAA 712(d)(2) and W&I 9725
5. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or in a suit or other legal action threatened or brought against the performance of the official duties of the Ombudsman Representative [OAA 712(h)(7); W&I 9717(c); Statewide Standards for Legal Assistance in California].

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

6. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program.
7. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA 705(a)(6)(C), W&I 9725, W&I 25633(b)(2)(B)].
8. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the CDA. [OAA 712(C); W&I 9716].

Assurances Specific to Legal Services Providers (LSPs) in accordance with OAA 731. The Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the state in providing legal representation to the ombudsman program when an ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, LTC ombudsman, HICAP, senior

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

information and assistance, Adult Protective Services, law enforcement, case management services and focal points.

7. LSPs are to coordinate legal assistance activities with the statewide Hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to use the Uniform Reporting System developed by the CDA in December 2007 to collect data on legal services provided.
9. Waiver of this section of the contract may be obtained from the CDA pursuant to Exhibit D, Article XV., of this Agreement entitled, "Revisions, Waivers, or Modifications."

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports for: Title III B, Title III C-1, Title III C-2, and Title III E in accordance with CDA requirements [W&I Code 9102 (a)(5)], to the CDA Data Team.
- B. The Contractor shall have written procedures to assure that all performance data submitted is timely, complete, accurate, and verifiable.
 1. Contractor shall submit data for funded programs only. Do not send null reports (reports with all zeros because the program is not funded).
 2. Quarterly reports shall be submitted as follows:

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

3. Annual performance unit reports shall be submitted as follows:

	Reporting Period	Due Date
Annual	July 1 – June 30	September 30

ARTICLE II. REPORTING PROVISIONS (Continued)

4. For late reports, the Contractor shall submit to the Data Team (DataTeam.reports@aging.ca.gov) a written explanation within 10 days of the due date. The explanation shall include the reasons for the delay and the estimated date the report will be submitted. For electronic CARS reports, the Contractor shall approve all data within 10 days of receipt of notification of passed status. If data in the CARS report is not correct and cannot be approved within 10 days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.
- C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D and Title III E services.
 1. The contractor shall submit program data reports electronically according to the following:
 - a. All reports shall be submitted electronically to the CARS reporting system (ca.getcare.com).
 - b. All reports shall be submitted quarterly.
- D. Contractor shall verify the accuracy of the data submitted to CDA for inclusion in the reports to the State Executive Branch, Legislative Branch, and federal government by reviewing and responding to the (1) NAPIS State Program Report (SPR), AoA/CARS Logic Error Report (2) Verification of State Performance Report Data, (3) Logic Error Report, and (4) SPR Questionable Data Error Report in accordance with CDA requirements.
 1. The Contractor shall verify all quarterly and annual SPR data for accuracy in accordance with CDA requirements.
 - a. The Contractor shall review all SPR data for accuracy and make necessary corrections.
 - b. The Contractor shall complete the SPR Verification forms indicating corrections submitted as a result of the verification process. The Director shall review and approve all corrections.
 - c. The Director shall complete and initial the SPR verification forms.
 - d. The Contractor shall return the SPR verification forms to CDA via e-mail (electronic signatures accepted) OR Fax OR USPS. Submission shall be by one method only, e-mail is preferred.

ARTICLE II. REPORTING PROVISIONS (Continued)

- e. The SPR verification forms are due no later than November 30.
 2. The Contractor shall correct all SPR Logic Errors and SPR Questionable Data Errors in accordance with CDA requirements.
 - a. The Contractor shall submit electronic data corrections for errors identified in the Logic Error report.
 - b. The Contractor shall correct and/or explain Questionable Data Errors.
 - c. The Contractor shall return the Logic and Questionable Data Error Reports to CDA, verifying that corrections have been made, via e-mail OR Fax OR USPS. Submission shall be by one method only, e-mail is preferred.
 - d. The Logic and Questionable Data Error Reports are due no later than October 31.
- E. Reporting Provisions Specific to the Ombudsman Program:
 1. The Contractor shall take the following actions, or shall require its subcontractor, the Local Ombudsman Program, to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing the Aging Network.com portal as required. NORS data entry must be timely, complete, accurate, and verifiable.
 - a. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter, i.e., October 31, January 31, April 30, and July 31, with copies of the aggregate data sent to the corresponding AAA.
 - b. Annual AoA reports shall be due to CDA and the corresponding AAA by September 30.
 - c. Complete information on the Aging Network.com portal on an ongoing basis and submit an email notification to the OSLTCO that
 - d. data entry is complete by the quarterly/annual deadline.
- F. The Contractor shall have written reporting procedures specific to each program which include:

ARTICLE II. REPORTING PROVISIONS (Continued)

1. Collection and reporting of program data for the Contractor and subcontractor;
 2. Ensuring accuracy of all data from the Contractor and subcontractor;
 3. Verification of Contractor and subcontractor data prior to submission to the CDA Data Team;
 4. Correction procedures for Contractor and subcontractor; and
 5. A methodology for each non-registered service for collecting and reporting estimated unduplicated client counts.
- G. Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
- H. Reporting Provisions Specific to Title VII B: Elder Abuse Prevention

The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report, as specified on the form, to CDA's State Ombudsman office, no later than one month following the end of the reporting quarter, i.e., October 31, January 31, April 30, and July 31.

ARTICLE III. APPEAL PROCESS

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

ARTICLE IV. TRANSITION PLAN

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

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

- A. Transition of Local Ombudsman Services

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

1. Contractor shall, upon notice of termination of Ombudsman services, do the following:
 - a. If Ombudsman services are subcontracted, notify CDA in writing within three working days of a subcontractor's intent to terminate its contract to provide Ombudsman services.
 - b. Within one working day, notify CDA of any change in local Ombudsman services.
 2. Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:
 - a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal. Contractor shall require the subcontractor to utilize experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the subcontractor and designated by the State Ombudsman as the local Ombudsman Program Coordinator. The Department shall allow the contractor up to 180 days to transition services to a new subcontractor.
 - b. Continue the provision of mandated Ombudsman services as a direct service contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman as the local Coordinator. The Department shall allow the contractor up to 180 days to transition services from the subcontractor to the contractor.
 - c. If Contractor elects not to subcontract or directly provide Ombudsman services, Contractor shall give the Department 30 days written notice of intent to terminate the contract. In such instance, Contractor shall allow the Department up to 180 days to transition services.
- B. Transition Plan
1. Contractor shall submit a Transition Plan within 15 days from delivery of the following:

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

- a. Written notice to the Contractor of the subcontractor's intent to terminate Ombudsman services;
 - b. Written notice to the subcontractor of the Contractor's intent to terminate the subcontract for Ombudsman services; or
 - c. Written notice to the Contractor of the State Termination of the Contract, in whole or, from time to time, in part related to the provision of Ombudsman services.
2. Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
 - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a Local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.
 - b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to a Request for Proposals requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the State Ombudsman to carry out Ombudsman duties with respect to the planning or service area.
3. The Transition Plan shall at a minimum include the following:
 - a. Details of how Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
 - b. Details of how Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
 - c. Details of how Contractor shall deliver to the subsequent Local Ombudsman Program of a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.

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

- d. Details of how Contractor shall destroy confidential Local Ombudsman Program records that will not be transferred to the subsequent Local Ombudsman Program.
 - e. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients records at the point of transfer to ensure timely continuation of Ombudsman services.
 - f. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
- C. Contractor shall implement the transition plan as approved by the OSLTCO. The OSLTCO will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the OSLTCO to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating subcontractor or from a neighboring Local Ombudsman Program.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

HI-1112-30

REGISTRATION NUMBER

1. 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

2. The term of this Agreement is: July 1, 2011
 June 30, 2012

3. The maximum amount of this Agreement is: **\$ 268,358.00**
 Two hundred sixty-eight thousand three hundred fifty-eight and 00/100

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

Exhibit A – Scope of Work 6 page(s)

Exhibit B – Budget Detail, Payment Provisions, and Closeout 6 page(s)

Exhibit C* – General Terms and Conditions GTC 610

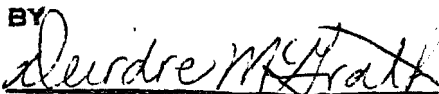
Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 26 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 4 page(s)

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL

BY


Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

121 DOWNEY AVENUE, SUITE 102 MODESTO CA 95354

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General Services Use Only

Exempt per:
 Mello Grunland Older Californians Act and AG OP 80-111

Additional Provisions—Exhibit E
Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12

ARTICLE I. ASSURANCES SPECIFIC TO HICAP

- A. The Contractor shall assure, either as a direct or contracted HICAP, that the following conditions are met:
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. Staffing shall be adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the program at least 32 hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
 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. 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, regulation, and Section 106 of the HICAP Program Manual.
 6. Confidential Records. All records containing confidential client information shall be handled in a confidential manner, in accordance with the requirements for monitoring, audits and confidentiality, Exhibit D, Articles IX and X. Confidential records shall be collected no less than annually from the field. This includes individual Intake/Counseling Forms of persons being counseled exceeding the maximum counseling period of twelve (12) months as defined in the HICAP Program Manual, Section 4, subsection 4.1. Maintain confidential records until an audit has occurred and an audit resolution has been issued, unless a longer retention period is otherwise authorized in writing by the Department's Audit Branch or

Additional Provisions—Exhibit E
Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

required by law. After that period of authorization, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

- B. The Contractor shall assure, either as a direct or contracted HICAP, compliance with the State Conflict of Interest Requirements as follows:
1. 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 of 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.
 2. 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.
 3. 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 from soliciting program contributions from entities that do not pose a conflict of interest.

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall, either as a direct or contracted HICAP, have written reporting procedures specific to the HICAP program which include:
1. Collection and reporting of program data for the Contractor;

Additional Provisions—Exhibit E
Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Ensuring accuracy of data from the Contractor and subcontractor intake/assessment process;
 3. Verification of Contractor and subcontractor data prior to use by CDA for the federal National Performance Report (NPR).
- B. The Contractor shall ensure, either as a direct or contracted HICAP, program performance data is entered into the State HICAP Automated Reporting Program (SHARP) in accordance with Department requirements [(W & I Code, Section 9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable.
1. Contractor shall review and approve program performance data entered into the State HICAP Automated Reporting Program (SHARP).
 2. The Contractor, either as a direct or contracted HICAP, shall review and approve program performance data in the following manner:
 - a. By the 15th day of the month in which the quarterly report is due, Contractor will certify by email that they have reviewed and approved the data for their AAA on October 15, January 15, April 15 and July 15. Emails must be sent to:
Datateam.reports@aging.ca.gov
 - b. If the Contractor fails to send an email to the CDA HICAP Team verifying they have reviewed and approved program data by the due date, CDA must assume the AAA has reviewed and approved the data and will use the AAA data for submission to the federal National Performance Report (NPR).
- C. Contractor, either as a direct or contracted HICAP, shall train and orient staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have MIS cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data. [45 CFR 1321.55(b)]

ARTICLE III. CONTINUITY OF SERVICE AND TRANSITION PLAN

A. Continuity of Service

In the event of a change in HICAP subcontractors, the Contractor shall assure that a subsequent HICAP subcontractor is available to complete any open cases or transactions during the transition period. This shall include Medicare appeals and timelines with CMS or hearing officers.

Additional Provisions—Exhibit E

Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12

ARTICLE III. CONTINUITY OF SERVICE AND TRANSITION PLAN (Continued)

B. Transition Plan

In the event there is a change in the HICAP service provider, either as a result of a routine procurement process or a termination by the service provider, the Contractor shall submit a transition plan to the Department within 20 days of a written Notice of Termination to the outgoing service provider or within 20 days of a written Notice of Termination from the outgoing service provider. The transition plan must be approved by the Department and shall at a minimum include the following:

1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned from the out-going service provider to the incoming service provider.
2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new subcontractor.
3. A description of how clients will be notified about the change in their HICAP service provider.
4. Description of how the new subcontractor will communicate with other HICAP sites, local agencies and advocacy organizations that can assist in locating alternative services.
5. A description of how the new subcontractor will inform community referral sources of the pending termination of this HICAP contract and the transition to the in-coming HICAP service provider.
6. A description of how to transfer sensitive and confidential records to a new subcontractor.
7. A description of adequate staff to provide continued service through the term of the existing subcontract.
8. A full inventory and a plan to dispose of, transfer, or return to the Department all equipment purchased during the entire operation of the Contract.
9. Additional information as necessary to effect a safe transition of clients from the outgoing service provider to the new service provider.

- C. Contractor shall implement the transition plan as approved by the Department. The Department will monitor the Contractor's progress in carrying out all elements of the transition plan.

Special Terms and Conditions - Exhibit D

Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. Definitions

1. The term "Agreement" or "Contract" shall mean the Standard Agreement, (Std. 213), exhibits A,B,C,D, and E, an approved Health Insurance Counseling Advocacy Program (HICAP) Budget, which is hereby incorporated by reference , and amendments, unless otherwise provided in this Article.
2. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
3. "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.
4. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in the Agreement. Subcontract and/or vendor Agreement means a subcontract and/or vendor agreement supported by funds from this Agreement
5. "Reimbursable item" also means "allowable cost" and "compensable item."
6. "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.
7. "Program income" means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
 - a. Voluntary contributions received from a participant or responsible party as a result of the service.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of items fabricated under a contract agreement.

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

B. Resolution of Language Conflicts

The terms and conditions of this federal Award and other funding sources have the following order of precedence if there is any conflict in what they require:

1. The State Health Insurance Assistance Program (SHIP) Grant Terms and Conditions;
2. Other applicable Federal statutes and their implementing regulations;
3. Older Californians Act provisions;
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto;
5. Any other documents incorporated herein by reference;
6. Program memos and other guidance issued by the Department.

ARTICLE II. ASSURANCES

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

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

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

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE II. ASSURANCES (Continued)

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d; 45 C.F.R. Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

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

Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (Title 22 CCR 98323) (Chapter 182, Stats. 2006)

3. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).
4. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

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

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds 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,

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Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE II. ASSURANCES (Continued)

business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

Funds from this Agreement are not allowed to be used for facility construction or repair.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 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).

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Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE II. ASSURANCES (Continued)

5. Public Contract Code Section 10295.3

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: [45 CFR 92.35]
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default;
 - e. Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or
 - f. Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
2. The Contractor agrees to timely execute any and all amendments to this Agreement 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

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Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE II. ASSURANCES (Continued)

Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.

2. These documents must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion 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 on Aging Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. Corporate Status

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

N. Lobbying Certification

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

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Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

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 federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the 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 subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

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

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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 preserving the State's copyrights and rights in data in accordance with Article XIX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, 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 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
Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12**

ARTICLE V. SUBCONTRACTS (Continued)

- I. 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):
 1. The RFP or IFB.
 2. All bid proposals received.
 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity.

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

- J. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the 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, and C of this Article, and (c) for such longer period as the Department deems necessary.
- B. If this Agreement is completely or partially terminated, the records relating to

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Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE VI. RECORDS (Continued)

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 or transferred to another Contractor as instructed by 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.

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.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.
- B. Property meeting all of the following criteria are subject to the capitalization requirements. Such 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.
- C. Noncapitalized property are those items which do not meet all three requirements in this Article, Section B above.

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Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

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;
 - 4. Serial number;
 - 5. Cost or other basis of valuation;
 - 6. Fund source; and
 - 7. 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 maintain and submit to the Department annually with the Closeout, a current inventory of property furnished or purchased by either the Contractor or 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, unless otherwise directed by 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

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE VII. PROPERTY (Continued)

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 or as otherwise agreed by the parties.
- 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, 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, no later than 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.
- 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.

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Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

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, 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 AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies and procurement, 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 and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. Contractor shall monitor contracts, subcontracts or grant agreements to ensure compliance with laws, regulations, and the provisions of contracts or grant agreements that may have a direct and material effect on each of its major programs.
- D. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department.

ARTICLE X. AUDITS

- A. The Contractor will arrange for an audit to be performed in accordance with requirements of the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and Office of Management and Budget (OMB) Circular A-133. A copy shall be submitted to the:

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Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12**

ARTICLE X. AUDITS (Continued)

California Department of Aging
Attn: Audit Branch
1300 National Drive, Suite 200
Sacramento, California 95834

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

For purposes of reporting in the Schedule of Expenditures of Federal Awards in the audit, the federal grantor is U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services. The Catalog of Federal Domestic Assistance Number is 93.779. The pass-through grantor is CDA.

Contractor will ensure that State-Funded expenditures shall be separated out and specifically displayed along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" under the Catalog of Federal Domestic Assistance number 93.779.

- B. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for CDA review.
- C. The Contractor shall have the responsibility of resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

1. Ensuring that subcontractors expending \$500,000 or more in Federal Awards during the subcontractor's fiscal year have met the audit requirements of OMB Circular A-133 as summarized in D;
2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;
3. Reconciling expenditures reported to CDA to the amounts identified in the single audit or other type of audit if the subcontractor is not subject to the single audit requirements. For a subcontractor that is not required to have a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., expense verification reviews/monitoring assessments);

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Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE X. AUDITS (Continued)

4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21) which state in part that financial reporting must be accurate, current, and complete; and, accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and
 5. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- D. The Contractor shall ensure that subcontractor single audit reports meet OMB Circular A-133 requirements:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.
 2. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.
 3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.
 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major program; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs.
 5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.
- E. Requirements identified in D shall be included in contracts/agreements with the subcontractors. Further, subcontractors shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements, the Department shall have access to all audit reports and supporting work papers, and the Department has the option to perform additional work, as needed.

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE X. AUDITS (Continued)

- F. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Contractor performed an independent expense verification review of the subcontractor in making the determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- G. 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.
- H. 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. Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has Federal Awards expended of less than \$500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection __.200(d). However, this does not prohibit the Contractor from charging Federal Awards for the cost of conducting a limited-scope audit to monitor its subcontractor to address compliance requirements provided the subcontractor is not required to obtain a single audit. These costs must be charged as an Administration expense.
- I. 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:
 - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the Department in cases of higher than usual risks.
 - 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 - 3. If applicable, contractors and subcontractors shall comply with the Public

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ARTICLE XI. INSURANCE (Continued)

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.

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

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ARTICLE XI. INSURANCE (Continued)

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 Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The subcontractor's Certificate of Insurance excluding professional liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- F. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement Number 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. TERMINATION

A. Termination Without Cause

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

B. Termination for Cause

The Department may terminate for cause the performance of work under this Agreement. The Department may terminate the Agreement upon 30 days written

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ARTICLE XII. TERMINATION (Continued)

notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to threat to life, health or safety of the public and in that case the termination shall take effect immediately. The grounds for termination for cause shall include but not limited to the following:

1. In case of threat of life, health or safety of the public. (Termination of Agreement shall be effective immediately.)
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension, Article II J.
11. The Contractor's organizational structure has materially changed.
12. The Department determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government 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.

C. Contractor's Obligation After Notice of Termination

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE XII. TERMINATION (Continued)

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

The Contractor shall:

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

D. Effective Date

Termination of this Agreement, shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. In all other cases, the termination shall take effect 30 days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the Department, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Department and the procedure for doing so.

E. Notice of Intent to Terminate by Contractor

Contractor may give the Department 30 days written Notice of Intent to Terminate. In such instance, Contractor shall allow the Department up to 180 days to transition services. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The notice of intent to terminate shall include the reason for such action and the anticipated last day of work. Upon receipt of such notice, the Department will work with the Contractor to terminate the Agreement.

F. 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.

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

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 OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVI. NOTICES

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

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of 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.

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE XVII. DEPARTMENT CONTACT (Continued)

- B. The contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XVIII. Information Integrity and Security

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section 4841.2., GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and (DOF) Budget Letter 06-34)

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the State programs and services.
- Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure), any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
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.

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE XVIII. Information Integrity and Security (Continued)

3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
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, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE XVIII. Information Integrity and Security (Continued)

3. All employees and volunteers who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

1. Notice must be given by the contractor or subcontractor to any data subject whose personal information could have been breached.
2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.
3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

Special Terms and Conditions - Exhibit D

Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE XVIII. Information Integrity and Security (Continued)

J. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the contractor and its subcontractors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (2) and (3) of this section.
2. 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 60 days of receipt of the request.
3. 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.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. Consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 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.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic

Special Terms and Conditions - Exhibit D
Health Insurance Counseling and Advocacy Program (HICAP) - FY 2011-12

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

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.

3. Subject only to the provisions of Article XVIII and Article XIX of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the California Department of Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12**

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.
 - Mileage- <http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals) - <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging – <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

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.)

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

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

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12**

ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):

1. Financial Reporting
2. Accounting Records
3. Internal Control
4. Budgetary Control
5. Allowable Costs
6. Source Documentation
7. Cash Management

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 or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government and the Budget Act of the appropriate fiscal years for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions imposed by the Congress or the Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor is contingent upon appropriation by the Legislature or Congress for the purposes of this contract and approval of an itemized HICAP Budget (CDA 229). No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

4. Funding Reduction(s)

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12**

ARTICLE I. FUNDS (Continued)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature or Congress for the purpose of this program, the State shall have the option to either:
 - Terminate the Contractor pursuant to Exhibit D, Article XII, A.
 - Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.
- b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced (2) some contracts may be reduced by a greater amount than others, and (3) that the State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest amounts earned on advances of federal funds up to \$100 per year for Local Government Agencies or \$250 for non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to the Department's Accounting Section. [45CFR 92.21(i); 45CFR 74.22(l)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.
3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If the Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least quarterly, to the Department's Accounting Section.
4. Nonprofit entities shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.
 - a. The recipient receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12

ARTICLE I. FUNDS (Continued)

F. One-Time-Only Funds

One-Time-Only funds are to be used for the purposes for which they were originally allocated.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved HICAP Budget (CDA 229), with the exception of line item transfers as noted in D.1.(a) below, and shall not be entitled to payment for these expenses until the HICAP Budget (CDA 229) is reviewed and approved by the Department. The approved HICAP Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The CDA 229 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.
 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.
 6. A detailed list of other operating expenses.
- C. The Contractor shall ensure that the subcontractor shall submit a budget, which shall be incorporated by reference into the subcontract and will have, at a minimum, the categories listed in Section B, above.
- D. Line Item Transfers
1. The Contractor may transfer contract funds between line items under the following terms and conditions:
 - a. The Contractor shall submit a revised budget to the Department for any line item transfer of funds that is 10 percent or more of the total budget.
 - b. The Contractor shall maintain a written record of all budget changes and clearly document 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.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

E. Allocation Transfers

1. Contractors requesting allocation transfers shall submit a revised CDA 229 to the Department for approval.
 - a) Administration Allocations for HICAP SHIP, HICAP FUND and HICAP Reimbursement may be transferred to the corresponding HICAP Program allocation.
 - b) Allocations for HICAP Program may not be transferred to HICAP Administration.
2. In the event that programs are changed from DIRECT to CONTRACTED or CONTRACTED to DIRECT, the Contractor shall submit a revised budget to the Department, prior to implementation of said change. An amendment to this Agreement shall be required in accordance with Exhibit D, Article XV.

- F. The final date to submit budget revisions is May 1 of the contract period unless otherwise specified by the Department. The Department will not accept any budget revision after the contract period has expired.

ARTICLE III. PAYMENT

- A. The Contractor shall prepare and submit by the 30th of each month to the AAA-Based Team, in electronic format unless otherwise specified by the Department.
- B. During the contract period, the Department shall advance funds based on an analysis of current cash needs.
- C. The Department shall pay the Contractor a total not to exceed the amount shown on the Budget Display, which is hereby incorporated by reference.

ARTICLE IV. CLOSEOUT

The HICAP Financial Closeout Report (CDA 230) shall be submitted annually, to the AAA-Based Team, no later than August 15, or within 30 days following termination prior to the end of the contract period.

**Exhibit B - Budget Detail, Payment Provisions, and Closeout
 HICAP Budget Display
 Fiscal Year 2011/12**

Stanislaus County, Department of Aging and Veteran Services

	PROGRAM BASELINE	ONE-TIME ONLY	TOTAL	NET CHANGE
HICAP Program				
HICAP Fund	54,845	-	54,845	-
Reimbursements (Ins Fund)	109,705	-	109,705	-
Federal SHIP Funds	85,949	-	85,949	-
TOTAL HICAP Program	250,499	-	250,499	-
HICAP Administration				
HICAP Fund	3,087	-	3,087	-
Reimbursements (Ins Fund)	6,178	-	6,178	-
Federal SHIP Funds	8,594	-	8,594	-
TOTAL Administration	17,859	-	17,859	-
Grand Total All Funds	268,358	-	268,358	-
Funding Summary				
HICAP Fund	57,932	-	57,932	-
Reimbursements (Ins Fund)	115,883	-	115,883	-
Federal SHIP Funds	94,543	-	94,543	-
Total Funds	268,358	-	268,358	-

**Funds for this contract are provided by using the following Centers for Medicare & Medicaid Services grants:

CFDA#	Project Title	Award #	Effective Date
93.779	State Health Insurance Assistance Program	1N0CMS020196-19-00	4/1/2011
93.779	State Health Insurance Assistance Program	1N0CMS020196-20-00	4/1/2012

Scope of Work - Exhibit A

Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12

ARTICLE I. DEFINITIONS SPECIFIC TO HICAP PROGRAM

- A. **Health Insurance Counseling and Advocacy Program (HICAP)**, is defined in State law, Welfare and Institutions Code (W&I), Section 9541.
- B. **State Health Insurance Assistance Program (SHIP)**, is defined by the Centers for Medicare and Medicaid Services (CMS). 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

The Contractor shall perform the following if operating as a direct HICAP program; for a HICAP contracted program the Contractor shall ensure that the subcontractor shall perform the following:

- A. Ensure statutory provisions of the HICAP (W&I Code, Section 9541) are met and services provided in accordance with all applicable laws, regulations, and the HICAP Program Manual as issued by the CDA and in any other subsequent program memos, provider bulletins or similar instructions issued during the term of this Agreement.
- B. Maintain and if applicable distribute an up-to-date HICAP Program Manual and related CDA requirements so that all HICAP Counselors and responsible persons have ready access to standards, policies, and procedures. Additionally, all Counselors shall be provided the latest HICAP Counselor Handbook. [W&I Code, Section 9100 (c) & (d); Section 9541 (b)(1) & (2)].
- C. Provide timely notice to CDA or to the Contractor 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. If subcontracted, the Contractor will forward this information to CDA.
- D. Submit the name of the HICAP Program Manager to CDA and to the Contractor within 30 days of initial employment.
- E. Recruit and maintain a strong, well-trained, cadre of volunteer Counselors, Long-Term Care Counselors, Long Term Care Community Educators and General Community Educators [W&I Code Section 9541 (c)(7)]. New Counselors shall

Scope of Work - Exhibit A
Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12

ARTICLE II. SCOPE OF WORK (Continued)

be recruited, trained, apprenticed, and registered as needed to adjust for attrition and to maintain the agreed upon performance levels in the latest Area Plan Service Unit Plans.

- F. Standard HICAP work week business hours, open to the public, shall be five days a week, Monday through Friday, at least 9 a.m. to 4 p.m., except holidays.
- G. Telephone access by the public shall be during normal business hours, Monday through Friday, 9 a.m. through 4 p.m. In the event clients cannot receive personal assistance immediately, they shall be offered an opportunity to leave their name, a message, and return telephone number with an answering service or answering machine. Calls from clients leaving messages shall be returned within two business days.
- H. Provide a disclosure statement to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual [W&I Code, Section 9541 (f)(4)].
- I. Provide a community education campaign designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related health care plans, and insurance topics [W&I Code Section 9541(c)(1),(4),(5), & (6)].
- J. 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)].
- K. The Program Manager and/or designated representative shall attend all CDA required HICAP 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)].
- L. Maintain a program data collection and reporting system as specified in Exhibit E.
- M. Meet the minimum performance requirements in the Service Unit Plan. Programs will be notified of the new measures in a Program Memorandum. The measures will also be available on the Statewide HICAP Automated Reporting Program (SHARP) portal.

Scope of Work - Exhibit A
Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12

ARTICLE II. SCOPE OF WORK (Continued)

- N. Provide timely input to the State HICAP Office (upon request) of any SHIP or CMS required reports, including, but not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report.
- O. If the Contractor is directly providing or subcontracting legal services, which is funded by the HICAP program, the Contractor or subcontractor shall perform the following
 - 1. Provide HICAP legal representation and technical program support by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
 - 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans.
 - 3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans.
 - 4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.
 - 5. The Supervising Attorney shall report the performance of legal services in accordance with the HICAP Reporting Instructions available at www.aging.ca.gov.
- P. In addition to the conditions above, the Contractor shall perform the following if subcontracting for HICAP program services:
 - 1. Enter into contracts with subcontractors to operate the HICAP and provide HICAP counseling, informal advocacy, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to W&I Code, Chapters 7 and 7.5, the HICAP Program Manual as issued by CDA and in any other subsequent program memos, provider bulletins or similar instructions issued during the term of this Agreement.
 - 2. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement.

Scope of Work - Exhibit A

Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12

ARTICLE II. SCOPE OF WORK (Continued)

3. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
4. Annually conduct onsite monitoring, evaluate and document subcontractor performance and compliance with this Agreement. [45 CFR Part 1321.11]
5. Provide training, support and technical assistance to the subcontractor as needed and respond in writing to all written requests from subcontractors for guidance, and interpretation of instructions.

ARTICLE III. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (GC 11135 - 11139.5; Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340, 98370)

A. Needs Assessment

1. Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR 98310, 98314)
The group-needs assessment shall take into account the following four factors:
 - a. Number or proportion of limited English speaking (LEP) persons eligible to be served or likely to be encountered by the program.
 - b. Frequency with which LEP individuals come in contact with the program.
 - c. Nature and importance of the services provided to people's lives.
 - d. Resources available to the Contractor.

This group-needs assessment will serve as the basis for Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with GC Section 11135 et seq., and Sections 98000-98382 of Title 22 of the CCR.

2. Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:
 - a. Methodologies used.

Scope of Work - Exhibit A
Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12

ARTICLE III. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- b. Findings regarding linguistic and cultural needs of non-English or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. (Title 22 CCR 98310)
 3. Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. (Title 22 CCR 98310, 98313)

B. Provision of Services

1. Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision A of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR 98211)
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group needs assessment, Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR 98211)
4. Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at Contractor's office at all times during the term of this Agreement.

Scope of Work - Exhibit A

Health Insurance Counseling and Advocacy Program (HICAP) - FY 11-12

ARTICLE III. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

(Title 22 CCR 98310)

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

C. Compliance Monitoring

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

D. Notice to Eligible Beneficiaries of Contracted Services

1. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (Title 22 CCR 98325)
2. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of GC Section 11135 et seq. (Title 22 CCR 98326)
3. Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (Title 22 CCR 98211, 98310, 98340)

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

MS-1112-14

REGISTRATION NUMBER

1. 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 OF AGING AND VETERANS SERVICES

2. The term of this Agreement is: July 1, 2011 Through June 30, 2012

3. The maximum amount of this Agreement is: \$ 685,600 Six hundred eighty-five thousand six hundred and 00/100

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

* Exhibit A – Scope of Work 10 page(s)

Exhibit B – Budget Detail and Payment Provisions 7 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit - D* Special Terms and Conditions APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL

AGING-MS-511

1 page(s)

Exhibit E – Zipcodes

BY


Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

STANISLAUS COUNTY, DEPARTMENT OF OF AGING AND VETERANS

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

121 Downey Avenue, Suite 102 MODESTO CA 95354

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General Services Use Only

Exempt per:

Exhibit A – Scope of Work

SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. MS-1112-14 in accordance with this Agreement. The number of client months under this Agreement is 2,400.
2. The services shall be performed in catchment areas as described in Exhibit E.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: STANISLAUS COUNTY, DEPARTMENT OF OF AGING AND VETERANS SERVICES
Name: Mary Sibbett	Name: Stephanie Navarette, Site Director
Phone (916) 419-7551	Phone: (209) 558-7825
Fax: (916) 928-2508	Fax: (209) 558-8152

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: STANISLAUS COUNTY, DEPARTMENT OF OF AGING AND VETERANS SERVICES
Section/Unit: Business Services and Contracts	Section/Unit: Contracts Administration
Attention: Don Fingado	Attention: Stephanie Navarette
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 121 Downey Avenue, Suite 102 Modesto CA 95354
Phone: (916) 419-7157	Phone: (209) 558-7825
Fax: (916) 928-2500	Fax: (209) 558-8152

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

The MSSP is a Medi-Cal waiver program authorized pursuant to Section 1915(c) of Title XIX of the Social Security Act. The primary objectives of the Multipurpose Senior Services Program (MSSP) are to:

1. Avoid the inappropriate placement of frail older persons in nursing facilities; and
2. Foster independent living in their communities.

CDA contracts with local government entities and private nonprofit organizations for local administration of the MSSP throughout the State. The Contractor is responsible for arranging for and monitoring community services to the MSSP client population in the catchment area identified in Exhibit E of this Agreement. Individuals eligible for MSSP must be age 65 or older; meet the eligibility criteria as a Medi-Cal recipient with an eligible Medi-Cal Aid Code for MSSP as described in the Multipurpose Senior Services Program Medi-Cal Aid Codes, Exhibit D, of this Agreement; be certifiable for placement in a nursing facility; live within a site's catchment area; be served within the program's cost limitations; and be appropriate for care management services.

The Contractor uses a care management team to assess eligibility and need, and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's fiscal intermediary, Affiliated Computer Services, Inc. (ACS).

ARTICLE III. MSSP PROGRAM OPERATIONS

The Contractor shall be responsible for all care management obligations including processing client applications, determining eligibility, conducting assessments, developing care plans, case recording and documentation, and providing follow-up. The Contractor shall directly provide or arrange for the continuous availability and accessibility of all services identified in each client's care plan. The Contractor shall also ensure that the administrative integrity of the MSSP is maintained at all times. In order to maintain adequate administrative control, the Contractor shall incorporate the following components into the scope of operations:

A. Care Management Team

1. The Contractor shall maintain and have on file a written description and an organizational chart that outlines the structure of authority, responsibility, and accountability within the MSSP and the MSSP parent organization. The Contractor shall provide to their assigned CDA analyst a copy of the organization chart within 30 days of the execution of this Agreement.
2. The Contractor shall employ a care management team, which consists of a social worker and a registered nurse, that meet the qualifications

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

set forth in the Waiver. The care management team shall determine client eligibility based on the criteria specified in Article I, Section O, paragraph 2 in Exhibit D, which is attached and hereby incorporated by reference, and assure that appropriate services are provided to the client. This team shall work with the client throughout the care management process (e.g., assessment, care plan development, service coordination, and service delivery).

3. The care management team shall: 1) provide information, education, counseling, and advocacy to the client and family, and 2) identify resources to help assure the timely, effective, and efficient mobilization and allocation of all services, regardless of the source, to meet the client's care plan goals.

*Added
1-2-11
[Signature]*

4. The contractor shall annually self-certify that staff meet the requirements as outlined in the MSSP site manual as well as participate in required trainings.

B. Care Plan

1. The Contractor's care management team shall conduct the client assessments and work with the client, family, and others to develop a care plan covering the full range of required social and health services. The care management team shall continue to work with the client to assure that she/he is receiving and benefiting from the services and to determine if modification of the care plan is required.
2. The Contractor shall pay allowable claims from authorized vendors of waiver services rendered to clients in conformance with an authorized care plan.

C. Services

1. The Contractor's care management team shall first explore informal support available to the client through family, friends, the volunteer community, and use of available publicly funded services. If the avenues for alternative resources prove insufficient, the care management team may purchase services as authorized under the Waiver with the required documentation. Descriptions of Waiver Services are contained in Exhibit D, Definition of Services Provided Under Waiver, which is attached and hereby incorporated by reference.
2. The Contractor shall maintain written vendor agreements for the following minimum array of Waiver Services at all times during the term of this Agreement:

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

- a. Adult Day Support Center (ADSC) and Adult Day Care (ADC)
- b. Housing Assistance
- c. Supplemental Personal Care Services
- d. Care Management
- e. Respite Care
- f. Transportation
- g. Meal Services
- h. Protective Services
- i. Special Communications

D. Case Files

The Contractor shall maintain an up-to-date, centralized, and secured case file record for each client, consisting, at a minimum, of the following, using forms prescribed by CDA:

- 1. Application Form.
- 2. MSSP Authorization for Use and Disclosure of Protected Health Information Form.
- 3. Client Enrollment/Termination Information Form.
- 4. Certification/Recertification Form (LOC).
- 5. Initial health and psychosocial assessments and reassessments and most recent reassessment.
- 6. Summaries, Care Plan, and Service Planning and Utilization Summary (SPUS).
- 7. Client progress notes and other client-related information (e.g., correspondence, medical/psychological/social records).
- 8. Denial or discontinuance letters (Notice of Action).
- 9. Termination Forms.
- 10. Fair Hearing documentation.

E. Management Information Systems (MIS)

The Contractor shall maintain and operate an MIS at its site. The Contractor shall:

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers.
2. Provide adequate staff for timely, accurate, and complete MIS data input, including but not limited to:
 - a. Client name, MSSP client number, Medi-Cal Aid Code, county code, Medicare and Social Security numbers, birth date, level of care, emergency contact information, physician information, and demographic information;
 - b. Tracking of waiver services and costs;
 - c. Enrollment and termination dates; and
 - d. Provider Index Report.
3. Accommodate State-required changes in MIS procedures which may be necessary from time to time.
4. Generate reports as required by the State.
5. Submit to CDA by the 5th of the month, the end-of-month client count for the preceding month. CDA may grant a waiver of the deadline date requirement based on extenuating circumstances.
6. Verify all service data within 90 calendar days of the date of service. The Contractor shall submit this data to CDA by the 15th calendar day of the following month (105 days from the end of the month of services).
7. Submit (Waiver) service claims to the DHCS Medi-Cal Fiscal Intermediary, ACS, per instructions stated in the Medi-Cal Provider Manual.

F. Caseloads

The Contractor shall maintain a caseload of no less than 95 percent or more than 105 percent of the specified annual total "active client count" included in the Scope of Work, Exhibit A, Section 1. In the event of budget reductions, CDA will issue an amendment specifying the revised caseload requirements. Caseloads are categorized as:

1. "Active client count" is the total number of clients served during each month. For monthly reporting purposes, this will be the number of clients as of the first of the month, plus the number enrolled during the month.

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

2. "Unduplicated client count" is defined as the total number of clients served for the fiscal year at the close of business on the last day of the fiscal year. A client is only counted once, even if the client terminates and re-enrolls during the fiscal year.

G. Bilingual and Linguistic Services

1. Needs Assessment

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

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

- (1) Number or proportion of limited English-speaking persons (LEP) eligible to be served or likely to be encountered by the program.
- (2) Frequency with which LEPs come in contact with the program.
- (3) Nature and importance of the services provided to people's lives.
- (4) Resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Government Code Section 11135, et seq., and Sections 98000-98382 of Title 22 of the California Code of Regulations.

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:
 - (1) Methodologies used.
 - (2) Findings regarding linguistic and cultural needs of non-English or LEP groups.
 - (3) Services proposed to address the needs identified and a timeline for implementation (22 CCR 98310).

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

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

2. Provision of Services

- a. The Contractor shall take reasonable steps based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (22 CCR 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - (1) Interpreters or bilingual providers and provider staff.
 - (2) Contracts with interpreter services.
 - (3) Use of telephone interpreter lines.
 - (4) Sharing of language assistance materials and services with other providers.
 - (5) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - (6) Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits (22 CCR 98211).
- d. The Contractor shall self-certify compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement (22 CCR 98310).
- e. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor (22 CCR 98324).

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (22 CCR 98370)
- 3. Compliance Monitoring
 - a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients (22 CCR 98310).
 - b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services (22 CCR 98310).
 - c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. (22 CCR 98314)
 - 4. Notice to Eligible Beneficiaries of Contracted Services
 - a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (22 CCR 98325)
 - b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of Government Code Section 11135 et seq. (22 CCR 98326).
 - c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law (22 CCR 98211, 98310, 98340).
- H. Emergency Preparedness
- 1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of clients they are charged to serve during medical or natural disasters: a pandemic; earthquake; fire; flood; or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.

**Scope of Work – Exhibit A
Multipurpose Senior Services Program**

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support clients in the event of natural disasters or other public emergencies.
 3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and vendors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.
 4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually or as needed when new staff are hired. The training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider.
 - b. Techniques to obtain vital information from older individuals who require emergency assistance.
 - c. Written emergency procedures for all staff that have contact with older individuals.
 5. The Contractor shall develop a method for documenting the emergency preparedness training provided for all staff.
 6. The Contractor shall develop a program for testing its emergency preparedness plan at least annually.
- I. Other Provisions
1. A client ceases to be a "client" and the Contractor is relieved of all obligations to provide and arrange for services to him/her under this Agreement when the client has been given ten (10) days prior notice of termination, where appropriate, and when the client has exhausted his/her appeal rights.
 2. The Contractor shall administer a vendor appeal and adjudication process. This process shall assure fair consideration and disposition of vendor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor; there is no level of review by CDA. The Contractor's vendor appeal and adjudication process must be included in all vendor contracts.

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

3. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that client inquiries and requests for service(s) receive prompt response.
4. "Catchment Area", defining the region to be served under this Agreement, is attached hereto as part of Exhibit E and is incorporated by reference.
5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Branch. The Contractor shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its vendor agreements.
6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.
7. The Contractor must notify CDA, in writing, of any change of address. The notice must be on agency letterhead and addressed to the MSSP Branch Chief within 35 days of relocation. An Agency Contract Representative form shall be required as stated in Exhibit D, Article XIX.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program

ARTICLE I. INVOICING AND PAYMENT

- A. To receive payment, the Contractor shall prepare and submit electronic claims through DHCS' fiscal intermediary, Affiliated Computer Services, Inc. (ACS), as set forth in the Medi-Cal Provider Manual.
- B. Payments shall be made in accordance with the following provisions:
 - 1. Contractor shall submit claims to ACS based upon the month of service and only for actual expenses. On each claim, the Contractor shall show the amount billed for each service code.
 - 2. Failure to provide data and reports specified by this Agreement will result in the delay of payment of invoices.

C. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.

D. Advance Payments

CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 and Section 11019 of the Government Code for private nonprofit entities, subject to the following conditions:

- 1. Upon approval of this one-year Agreement, the Contractor may request an advance payment not to exceed 25 percent of the total Contract amount. A request for an advance payment shall be on Contractor's letterhead and include both an original signature of authorized designee and this Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA.
- 2. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of Contractor's final claim, DHCS or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program

ARTICLE I. INVOICING AND PAYMENT (Cont)

3. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.
4. Repayment of advances will be recovered from claims submitted to the DHCS fiscal intermediary, ACS, after January 1st of each fiscal year and be collected at 50 percent of each claim submitted until the amount advanced is repaid. If the Contractor has insufficient client enrollment to permit repayment of the advance for that year through claims submitted to the DHCS fiscal intermediary, the Contractor may at any time be required to repay to DHCS all or any part of the funds advanced hereunder to ensure that the unliquidated balance of the advance payment is repaid.

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with the Scope of Work, Exhibit A, of 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.
 - Mileage
<http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>).

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

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program

ARTICLE II. FUNDS (Cont)

be reimbursed unless prior written authorization is obtained from the State. (CCR, Title 2 Section 599.615 et seq.)

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

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure when DHCS or CDA determine: costs are not in compliance with this Agreement; are unrelated or inappropriate to contract activities; inadequate supporting documentation is presented; prior approval was required but was either not requested or not granted.
4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.
5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.

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, upon written demand, shall immediately return to DHCS 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 and Payment Provisions – Exhibit B
Multipurpose Senior Service Program

ARTICLE II. FUNDS (Cont)

D. Interest Earned

1. Contractor or subcontractor may keep interest amounts up to \$100 per fiscal year for Local Government Agencies [45CFR 92.21(i)] and \$250 for Non-Profit Organizations [45CFR 92.22(l)] for administrative expenses.
2. Non-profits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.
 - a. The recipients receive less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and nonfederal cash resources.

ARTICLE III. BUDGET AND BUDGET REVISION

A. Limitation of State Liability

Payment for performance by the Contractor under this contract may be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this contract until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing.

B. Funding Reduction in Subsequent Fiscal Years

1. If funding for any State fiscal year is reduced or deleted by the Legislature, Congress, or Executive Branch of State Government for the purposes of this program, the State shall have the option to either:
 - a. Terminate the Contract pursuant to Exhibit D, Article XIII, A.
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program

ARTICLE III. BUDGET AND BUDGET REVISION (Cont)

2. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that the State reserves the right to determine which contracts, if any, under this program shall be reduced and that some contracts may be reduced by a greater amount than others. The State shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.
- C. The Contractor shall be reimbursed for expenses only as itemized in the approved Site Budget, which is attached and hereby incorporated by reference into this exhibit.
- D. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement.
- E. "Line Item Budget," includes the detail of budget line item information filed and recorded with CDA's program contact. Indirect costs shall not exceed 15 percent of direct salaries plus benefits.
- F. The Contractor must obtain prior written approval from CDA to transfer funds from one budget category to another. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.
- G. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

ARTICLE IV. DEFAULT PROVISIONS

The State, without limiting any rights which it may otherwise have, may, at its discretion and upon written notice to the Contractor, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, upon occurrence of any one of the following events:

1. Termination or suspension of this Agreement.
2. A finding by the State that the Contractor:
 - a. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement; or

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program

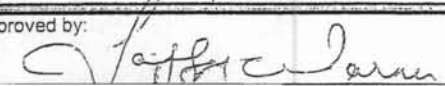
ARTICLE IV. DEFAULT PROVISIONS (Cont)

- b. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement; or
 - c. Has allocated inventory to this Agreement substantially exceeding reasonable requirements; or
 - d. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business.
3. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor.
4. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding; or
5. The commission of an act of bankruptcy.

Legal Site Name	Stanislaus County, Dept of Aging and Veteran Services			Site Number	14	Date Submitted to CDA-MSSP	4-May-11	
Fiscal Year 2011-2012								
Line #	A. Care Management							
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary		
1	SWCM	Salcedo	\$49,577	0.000%	1.000	\$49,577		
2	SWCM	Benavidez	\$58,239	0.000%	1.000	\$58,239		
3	SWCM	Azavedo	\$43,680	0.000%	0.240	\$10,500		
4	PHN	Gack	\$81,594	0.000%	1.000	\$81,594		
5			\$0	0.000%	1.000	\$0		
6			\$0	0.000%	1.000	\$0		
7			\$0	0.000%	1.000	\$0		
8			\$0	0.000%	1.000	\$0		
9			\$0	0.000%	1.000	\$0		
10			\$0	0.000%	1.000	\$0		
11			\$0	0.000%	1.000	\$0		
12			\$0	0.000%	1.000	\$0		
13			\$0	0.000%	1.000	\$0		
14			\$0	0.000%	1.000	\$0		
15			\$0	0.000%	1.000	\$0		
16			\$0	0.000%	1.000	\$0		
17			\$0	0.000%	1.000	\$0		
18			\$0	0.000%	1.000	\$0		
19			\$0	0.000%	1.000	\$0		
20			\$0	0.000%	1.000	\$0		
21			\$0	0.000%	1.000	\$0		
22			\$0	0.000%	1.000	\$0		
23			\$0	0.000%	1.000	\$0		
24			\$0	0.000%	1.000	\$0		
25			\$0	0.000%	1.000	\$0		
26	Subtotal Care Management Salaries						\$199,910	
27	Care Management Benefits						\$112,154	
28	Care Management Salary Savings						\$0	
29	Total Care Management		% Budget	46%	\$312,064			
Line #	B. Care Management Support/Administration							
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary		
30	Site Administrator	Navrette	\$85,963	0.000%	0.950	\$81,665		
31	Data Support	Chladek	\$41,715	0.000%	1.000	\$41,715		
32			\$0	0.000%	1.000	\$0		
33			\$0	0.000%	1.000	\$0		
34			\$0	0.000%	1.000	\$0		
35			\$0	0.000%	1.000	\$0		
36			\$0	0.000%	1.000	\$0		
37			\$0	0.000%	1.000	\$0		
38			\$0	0.000%	1.000	\$0		
39			\$0	0.000%	1.000	\$0		
40			\$0	0.000%	1.000	\$0		
41			\$0	0.000%	1.000	\$0		
42	Subtotal CMS/Administration Salaries						\$123,380	
43	CMS/Administration Benefits						\$78,991	
44	CMS/Administration Salary Savings						\$0	
45	Total CMS/Administration Salaries						\$202,371	
Line #	C. Operating Costs							
46	Communications, Postage, Reprographics							\$0
47	Consultation, Professional Services							\$0
48	Equipment Cost equal to or greater than \$300 per Unit							\$0
49	Equipment, Maintenance & Rental Costs, Office Supplies							\$0
50	Facility, Rent & Operations	Unit Cost per Square Feet/Month	Square Feet	Utilities				
		\$1.20	800.00	\$1,000.00	\$12,520			
51	Insurance							\$0
52	Library Purchases, Membership Dues, Subscriptions							\$0
53	Recruitment Costs							\$0
54	Temporary Help							\$0
55	Training without Associated Travel Costs							\$779
56	Travel							\$1,000
57	Indirect Costs (Indirect Costs/Base) - 15% maximum					3.31%	\$17,004	
58	Base = Salaries & Benefits ([29]+[45])					\$514,435		
59								\$0
60								\$0
61	Total CMS/Administration Operating Costs						\$31,303	
62	Total CMS/Admin ([45]+[61])		% Budget	34%	\$233,674			
Line #	D. Total Budget Amounts							
63	Total Waived Services						\$139,862	
64	Fiscal Year 2011 - 2012 ([29]+[62]+[63])						\$685,600	

By completing Part I, I understand that this is an electronic signature and by checking the box I certify that all the provided information is believed to be accurate, reliable and complete to the best of my knowledge and ability to confirm it.

Full Name	Title	Date	Check box to indicate agreement with information provided in report.
BIPIN SURTI	FISCAL OFFICER	May 04, 2011	<input checked="" type="checkbox"/>

Approved by:  June 7, 2011

For CDA Use Only: 

12/8/11

Exhibit E
Catchment Area
Zip Codes

STANISLAUS COUNTY
Dept of Aging & Veterans Services

95307	95360
95313	95361
95316	95363
95319	95367
95323	95368
95324	95380
95326	95381
95328	95382
95329	95384
95350	95386
95351	95387
95354-58	