

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

101.



FROM: Office on Aging

SUBMITTAL DATE:
September 30, 2009

SUBJECT: Contract agreements with 3 current contractors for FY 2009/2010 and allow Purchasing Agent to enter into contract amendments.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve and Authorize Chair to sign contract agreements with 3 Contractors (See Form 11 Attachment A1 for list of contractors).
- 2) Direct the Clerk of the Board to retain (1) original copy of each contract and return (3) copies of each contract to the Office on Aging for further processing.
- 3) After contract agreements are approved, allow Purchasing Agent to enter into contract amendments with Senior Service Providers to increase or transfer funding amounts between service providers not to exceed 10% of the annual aggregate budget in order to meet service needs.

BACKGROUND:

In an effort to stimulate our nation's economy during the current recession, the federal government has supplied additional stimulus funds for the nutrition meals program run by the California Department of Aging. These funds are part of the Title IIIC Nutrition Stimulus Plan to be used for Congregate (C1) and Home Delivered (C2) Meals for Low Income Seniors. Congregate Meals are nutrition services for individuals 60 years or older in a congregate.

Continued on next page....

Hilary Clarke for Edward Walsh
Hilary Clarke, Deputy Director Administration for Edward F. Walsh, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 479,722	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10
SOURCE OF FUNDS: Federal Funds			100%	Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY: *Lani Sioson*
Lani Sioson

County Executive Office Signature

[Large blank area for signature]

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]*
 NEAL R. KIPNIS
 FISCAL PROCEDURES/APPROVED
 ROBERT E. BYRD, AUDITOR-COMPTROLLER
 BY: *[Signature]* 11/16/09
 SUSANA GARCIA-BOGANIEGRA

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 Dept. Reconn. Policy
 Per Exec. Ofc.: Consent Policy

From: Office on Aging

Date: 09/30/09

SUBJECT: Enter into contract agreements with 3 current contractors for FY 2009/2010 and allow Purchasing Agent to enter into contract amendments.

BACKGROUND: (continued)

setting, Home Delivered Meals are nutrition services provided to homebound individuals 60 years or older.

The enclosed agreements cover a period from September 30, 2009 through June 30, 2010, in the reimbursable amount of \$479,722 and targets seniors in Riverside County. The attached service providers (attachment A1) were awarded contracts for FY 2009/2010 on a competitive bid process that was approved by the Board of Supervisors, agenda number 3.36 dated June 23, 2009.

The Nutrition Stimulus Funds will expand the existing program further. Attachment A1 of the Form 11 gives a breakdown of service providers, program and service descriptions, dollar amounts, and total contract amounts per service provider. More descriptive information regarding the contractors and services to be performed are located in each contractor agreement under Exhibit F (Scope of Service). This provides program specifications including definitions of service, unit costs if applicable, and methods of service delivery for each contractor.

Additionally, the Office on Aging would like the Board of Supervisors to allow the Purchasing Agent to expedite service provider contract budget increases or transfers of funds between Senior Service Providers not to exceed ten percent (10%) of the annual aggregate contractor allocations. Processing Contract Amendments through the Form 11 process utilizes a large amount of staff time (both Office on Aging and other County staff). Approval by the Board of Supervisors of this recommended motion would allow the Office on Aging to efficiently expedite contract budget adjustments to deliver much needed services to the community in a timely manner.

The Office of County Counsel has approved these agreements as to form.

Financial Impact: No additional County funds requested.

Amendment Number:

1. This Agreement is entered into between the Riverside County Agency and Contractor named below.

Riverside County Agency Name
Office on Aging

Contractor Name
Riverside-San Bernardino Co. Indian Health

2. The term of this Agreement is:

September 30, 2009 through June 30, 2010



3. Maximum amount of this Agreement: \$41,722.00
Forty One Thousand Seven Hundred Twenty Two 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, B, D AND E Terms and Conditions
- Exhibit F Scope of Work
- Exhibit G ✓ Budget Detail, Payment Provisions, and Close-out
- Exhibit H ✓ Contract Budget
- Exhibit I 2008-09 NS Contract Transmittal Letter
- Exhibit J Contractor/Vendor Confidentiality Statement

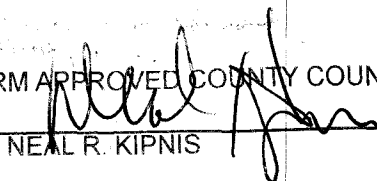
Insurance Certificates General Liability and Vehicle require additionally insured letter

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

Contractor		County of Riverside	
Contractor Name: Riverside-San Bernardino Co. Indian Health		Agency Name: Riverside County Office on Aging	
BY (Authorized Signature) 	Date Signed 8/12/09	BY (Authorized Signature) 	Date Signed 9-24-09
Printed Name And Title of Person Signing Linwood J. Killam, CEO		Printed Name And Title of Person Signing Mark Seiler, Assistant Director	
Address Riverside-San Bernardino County Indian Health, Inc 11555 1/2 Potrero Rd Banning Ca 92220		Address 6296 River Crest Drive, Suite K Riverside, CA 92507-0738	

County of Riverside

Agency Name: Riverside County Office on Aging	
BY (Authorized Signature)	Date Signed
Printed Name And Title of Person Signing	

FORM APPROVED COUNTY COUNSEL
BY:  NEAL R. KIPNIS DATE

Address
6297 River Crest Drive, Suite K
Riverside, CA 92507-0738

EXHIBIT

A

**Scope of Work – Exhibit A
AREA PLAN**

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 Department 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**

ARTICLE I. DEFINITIONS (Continued)

8. **Nutrition Services Incentive Program (NSIP)** is the name for the United States Department of Agriculture (USDA) cash allotment or commodity program. The purpose of the program is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals.

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.

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.

10. **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.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from sale of items fabricated under a contract agreement.

11. **One-Time-Only** include the following:
 - a. Titles III and VII federal funds allocated to the Office on Aging 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 the Office on Aging as a result of a fiscal audit determination and resolution by the Department.

**Scope of Work – Exhibit A
AREA PLAN**

ARTICLE I. DEFINITIONS (Continued)

- c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the Department as a result of the federal re-allotment process.
- 12. **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.
- 13. **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
- 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.

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

**Scope of Work – Exhibit A
AREA PLAN**

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. **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 a child (but is not the older adult parent of the child or individual of any age with a disability);
 - 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 legal relationship with child, as such legal custody or guardianship, or is raising the child informally.

5. **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(22)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 7 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 (26), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, continence, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.

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 3 or more of the following areas of major life activity:

**Scope of Work – Exhibit A
AREA PLAN**

- 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, 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 service category above:

- a. "Respite Care" is 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;

**Scope of Work – Exhibit A
AREA PLAN**

- (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:

- (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 Older Americans Act 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); WIC 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 Office on Aging. 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

**Scope of Work – Exhibit A
AREA PLAN**

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); WIC 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 Office on Aging, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including the Office on Aging responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA 21) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); WIC 9711].
4. **Local Ombudsman Program** means either a program of the Office on Aging 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); WIC 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

**Scope of Work – Exhibit A
AREA PLAN**

of training in accordance with policies and procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5); WIC 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), WIC 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
 - b. Such service does not weaken or decrease service to older individuals covered by the Older Americans Act [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

**Scope of Work – Exhibit A
AREA PLAN**

extent of elder abuse, neglect, and exploitation in the Planning and Service Area.

- 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;
- 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 Office on Aging shall perform the following for Title III, Title VII, and Community-Based Services Programs (CBSP) Programs:
 - 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. The Office on Aging 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.

Scope of Work – Exhibit A
AREA PLAN

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
 - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. The written record/documentation supporting expenditures of Program Development or Coordination activities must be kept on file by the Contractor 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 and CBSP long-term care services as required under OAA, Section 301(a)(2)(D).
10. Maintain or improve Community-Based Services Program (CBSP) services to meet the physical and mental health of older persons, as required under the OAA, Section 361(a) through funding that includes Title III D Disease Prevention and Health Promotion.
11. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
12. If federal and/or State funds for meal programs increase, the number of Title III C-1 and C-2 meals served shall be maintained or increased. This

Scope of Work – Exhibit A
AREA PLAN

contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

13. The Office on Aging shall 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).
14. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Office on Aging shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
15. Annually conduct onsite program and fiscal monitoring; evaluate, and document subcontractor performance. [45 CFR Part 1321.11]
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 Department 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.
21. Limit expenditures for Title III E Supplemental Services to twenty (20) percent of the total Federal and Matching Non-Federal share FCSP allocation, as directed per guidance from Administration on Aging.
22. Obtain prior approval of the Department for any units of service to be funded under the Title III E Supplemental Services "Other" Category, in accordance with Department policy.
23. Expend not more than ten (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).

**Scope of Work – Exhibit A
AREA PLAN**

24. Contract Title III case management services only to a public or non-profit agency, as required by the United States Code 42 Section 3026 (a)(8)(C).
 25. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the Office on Aging as specified in subsection (i), (ii), and (iii), of the United States Code 42 Section 3026 (a)(8)(C).
- B. The Office on Aging 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); WIC 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.].
 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)].

**Scope of Work – Exhibit A
AREA PLAN**

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. [WIC 9726.1(a)].
 - b. Promote visitation programs and other community involvement in long-term care facilities within the service area. [WIC 9726.1(b&d)].
 - c. Establish (in addition to support) resident, family and friends' councils. [WIC 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. [WIC 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. [WIC 9720].
- C. The Office on Aging 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 to provide an increase in the number of certified volunteer Ombudsman staff and volunteers that provide services to residents living in Skilled Nursing Facilities (SNF) and Distinct Part SNFs in acute care hospitals. These programs provide staff and resources to recruit, hire, train, and manage additional volunteer certified Ombudsman volunteers. Allowable expenditures include: increased staffing, 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.

**Scope of Work – Exhibit A
AREA PLAN**

2. Ensure that before the funds referred to in paragraph 1 are requested from the Department, the Long-Term Care Ombudsman Program(s) shall submit an annual plan to the Department that includes:
 - a. Estimated number of volunteers to be certified during the State fiscal year who will perform Ombudsman activities primarily in SNFs and Distinct Part SNFs in acute care hospitals.
 - b. Number of staff to be hired or number and percentage of additional Full-time Equivalents (FTEs) dedicated to volunteer recruitment activities during the State fiscal year.
 - c. Anticipated time period during which staff will be hired.
 - d. Number and type of community awareness activities for the purpose of recruiting volunteers (e.g., speaking engagements, attending senior fairs, health fairs, etc.) during the State fiscal year.
 3. The Office on Aging shall review and approve claims for federal Citation Penalties Account funds.
 4. The Office on Aging shall submit monthly fiscal documents to CDA, as determined by the Department, for federal Citation Penalties Account funds.
- D. The Office on Aging shall perform the following for the Community-Based Services Programs (CBSP).

If the Office on Aging chooses to use CBSP funds for any of the following purposes, the contractor shall agree to the following provisions:

1. Linkages Program
 - a. Operate, as a direct or contracted service, a state funded Linkages Program that meets the program standards set forth in the Linkages Program Manual, revised June 2000, and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this Agreement.
 - b. Additional Provisions
 - i. **Eligible Service Population** means: the frail elderly and disabled adult age 18 and older without regard to financial eligibility; live in a geographic area of a state-funded case management (Linkages) program; the ability to be maintained in the community with case management; be

**Scope of Work – Exhibit A
AREA PLAN**

willing to participate in the program; and be at risk of being placed in an institution.

- ii. Have the option to participate in Targeted Case Management (TCM) administered by the Department of Health Services (DHS). Contractor must comply with Title 42 USC, Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions (W&I) Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 142000), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; State-issued policy directives; and with the federal Office of Management and Budget (OMB) Circular A-87, as periodically amended for the operation of TCM.
- iii. Have the ability to seek parking penalties, fines, or forfeiture funds collected at the county level pursuant to provisions contained in Section 1465.5 of the Penal Code and Section 42001.13 of the Vehicle Code for violation of Section 22507.9 of the Vehicle Code.
- iv. The active targeted monthly caseload shall be at least 100 clients per Linkages site or a ratio of 50:1 for each full-time equivalent case manager. A caseload variance of +/- 20 percent (20%) based on the 50:1 ratio is allowed, but the active caseload shall not fall below an 80 percent (80%) client minimum.
- v. Maintain a program data collection and reporting system as specified in Exhibit E.

2. Senior Companion Program

- a. Operate, as a direct or contracted service, a Senior Companion (SC) Program with an approved Corporation for National and Community Service (CNCS) provider to implement the statutory provisions of the Domestic and Volunteer Service Act of 1973, as Amended (Title 42 U.S. code, Chapter 26), 45 Code of Federal Regulations (CFR) Parts 1207 and 2551, and in accordance with the 2000 SC Program Operations Handbook as issued by the CNCS (www.seniorcorps.org).
- b. Additional Provisions

**Scope of Work – Exhibit A
AREA PLAN**

- i. **Eligible Service Population** means: low-income volunteers aged 60 years and older, with an income that falls below the federal eligibility guidelines.
- ii. Provide a tax-exempt stipend, a flexible work schedule of 15 to 40 hours per week, [45 CFR 25551.51] and other benefits that enable eligible volunteers to participate without incurring personal costs to themselves.
- iii. Use a base funding for a Volunteer Service Year (VSY) calculated at a cost per VSY of \$4,675. [CNCS 2006 Programming for National Significance (PNS) Guidance]
- iv. No minimum limitation on how the State allocation can be applied in the Volunteer Expense category.
- v. If CNCS already has an approved federal SCP provider within the jurisdiction of the Contractor, that federal provider must be given an opportunity to accept the State-funded SC Program through a sole source contract.
- vi. If the approved federal SC Program provider waives its interest in a State-funded SC Program, the Contractor must secure the approval of the CNCS to procure through the competitive bid process prior to issuing any Request for Proposal (RFP).
- vii. Any RFP must be approved by the CNCS prior to release.
- viii. Maintain a program data collection and reporting system as specified in Exhibit E.
- ix. Conduct and document National Service Criminal History Checks on SC volunteers as well as grant-funded employees, who serve persons age 60 and older or individuals with disabilities. [Corporation for National and Community Service 45 CFR Part 2551 Subpart B.].

3. Brown Bag Program

- a. Operate, as a direct or contracted service, a state funded Brown Bag Program that meets the program standards set forth in the Brown Bag Manual, revised June, 1999, and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this Agreement.
- b. Additional Provisions

**Scope of Work – Exhibit A
AREA PLAN**

program memos, provider bulletins, or similar instructions issued during the term of this Agreement.

b. **Additional Provisions**

- i. **Eligible Service Population** means: an individual age 18 and older with Alzheimer's disease, or other dementia-related disorders, particularly in the moderate to severe stages, whose care needs and behavioral problems may make it difficult to participate in existing care programs.
- ii. Have the ability to use additional funding sources, including but not limited to, participant fees or share-of-cost.
- iii. Conduct pre-award and physical plant, safety inspections, and relocation visits.
- iv. The total amount of funds from all sources (CBSP, Program Income, Matching Contributions, and Non-Matching Contributions) that will be used to operate the ADCRC program, must at a minimum total \$80,000.
- v. Use of any funds in support of an ADCRC requires each contracted entity to comply with all ADCRC program requirements.
- vi. Multiple subcontractors are allowable and satellite sites operated by a subcontractor are no longer tied to a baseline funding allocation.
- vii. Subcontractor must have a mechanism in place to ensure that changes in licensing status are reported to the Contractor within 30 days.
- viii. Maintain a program data collection and reporting system as specified in Exhibit E.
- ix. Ensure that the subcontractor has a current Adult Day Health Care or Adult Day Care license. (W&I 9542(e))

E. The Office on Aging shall perform the following bilingual and linguistic program services for all programs:

1. **Needs Assessment**

- a. The Office on Aging shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the service area to assess the language needs of the population and determine

**Scope of Work – Exhibit A
AREA PLAN**

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 (LEP) persons 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.

This group-needs assessment will serve as the basis for The Office on Aging 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 Office on Aging 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)
- c. The Office on Aging shall maintain a record of the group-needs assessment on file at there location at all times during the term of this Agreement. (Title 22 CCR Section 98310, 98313)

2. Provision of Services

- a. The Office on Aging 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:

**Scope of Work – Exhibit A
AREA PLAN**

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 Office on Aging 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 Section 98211)
- d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at their office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)
3. Compliance Monitoring
- a. The Office on Aging 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. The Office on Aging 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. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such

**Scope of Work – Exhibit A
AREA PLAN**

records may result in appropriate sanctions. (Title 22 CCR Section 98314)

4. **Notice to Eligible Beneficiaries of Contracted Services**
 - a. **The Office on Aging shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (Title 22 CCR Section 98325)**
 - b. **The Office on Aging 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. (Title 22 CCR Section 98326)**
 - c. **The Office on Aging 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)**

EXHIBIT

B

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Office on Aging shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the Office on Aging to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
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. This is not to be construed as limiting the Office on Aging 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 Office on Aging 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.)
4. The Department reserves the right to refuse payment to the Office on Aging 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.

B. Accountability for Funds

The Office on Aging 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 Office on Aging, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

C. Unexpended Funds

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE I. FUNDS (Continued)

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 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 Office on Aging 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 Office on Aging 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 Office on Aging 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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE I. FUNDS (Continued)

sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

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

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 Office on Aging.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE I. FUNDS (Continued)

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.
7. Program Income must be used to expand services.
8. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Office on Aging, and used for costs of the ADCRC.

G. One-Time-Only Funds

1. Title III, VII, & III E and Supplemental Title III & VII federal Program One-Time-Only funds shall be used for one-time- only purposes and cannot be used to increase baseline needs. One-Time-Only funds may be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which 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).
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title III B, III C-1, III C-2, and III E federal Administration One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

1. Matching means the value of third-party in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the Office on Aging, subcontractor, or other local resources.
2. Third party in-kind contributions are property or services provided which benefit a contract-supported project or program and which are contributed by non-federal third parties without charge to the Office on Aging or subcontractor.
3. Third party in-kind contributions count towards satisfying a matching requirement only where the payments would be otherwise allowable costs if the party receiving the contributions were to pay for the costs.
4. Third party in-kind contributions must be necessary for the proper and efficient accomplishment of Area Plan administration and program activities.
5. Costs incurred by the Office on Aging or subcontractor must be verifiable from the records of the Office on Aging or subcontractor.
6. Costs must be allowable as outlined in Office of Management and Budget (OMB) circulars and may be cash or in-kind contributions.
7. Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
8. Non-Matching Contributions are local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., Title V, Title XX, overmatch, etc.).

I. Area Plan Administration

1. Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from Title III B, III C-1, III C-2, III E, III C-1 General Fund, III C-2 General Fund, and Community-Based Services Program (CBSP) General Fund administration allocations.
2. CBSP Administration shall be no more than 10 % of the total CBSP allocation.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Office on Aging shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) and shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Office on Aging shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Office on Aging 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. Transfers
 - 1. 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).
 - 2. Transfer of State funds is allowable between Titles III B General Fund, III C-1 General Fund, III C-2 General Fund, and III D General Fund.
 - 3. Transfer of State funds is allowable between State Funded CBSP programs.
 - 4.
 - a. Funds may be transferred in accordance with this section without a formal contract amendment upon agreement of both parties when the total amount of the Agreement does not exceed the total amount of the latest executed Agreement.
 - b. Requests to transfer federal or State funds (including CBSP) must be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - c. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
 - 5. Transfer of funds cannot be processed or approved after the end of the specified contract period.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required 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.
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 B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
9. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.
10. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.

G. Program Development or Coordination

1. The Office on Aging shall not fund Program Development or Coordination activities as a cost of III B Supportive Services until it has first 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).

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. The Office on Aging shall budget its total Title III B, III C, & III E funds allocated for area plan administration before budgeting III B for Program Development or Coordination.

H. Indirect Costs

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

ARTICLE III. PAYMENTS

- A. Title III B, III C, III D, VII Ombudsman, VII Elder Abuse Prevention, & Community-Based Services Programs**

The Office on Aging shall prepare and submit by the 30th of each month to the AAA-Based Team, in electronic format, a Detailed Expenditure Data File (SPR 107) and a Request for Funds Data file (SPR 108), unless otherwise specified by the Department.

- B. Title III E**

The Office on Aging shall prepare and submit by the 30th of each month to the AAA-Based Team, in electronic format, a Title III E Monthly Financial Status Report/Request for Funds (CDA 268), unless otherwise specified by the Department.

- C. The Department shall review requests for payment to ensure compliance with the approved Area Plan Budget (CDA 122).**

- D. During the contract period, the Department shall advance funds based on an analysis of current cash needs. The Department shall pay the Office on Aging a total not to exceed the amount shown on the Budget Display, which is hereby incorporated by reference.**

- E. Nutrition Services Incentive Program (NSIP)**

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE III. PAYMENTS (Continued)

Upon execution of this agreement, the Department will make quarterly advances of NSIP funding to the Office on Aging, during the first month of each quarter.

F. Financial Management Systems

The Office on Aging 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

- G.** The Department may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Office on Aging, until such time as the Department determines that the financial management standards are met.

ARTICLE IV. CLOSEOUT

- A.** The Financial Closeout Report (CDA 180) shall be submitted annually to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.
- B.** Federal funds will be reduced proportionately to maintain the required matching ratios if a Office on Aging 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

D

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. 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, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
 2. Scope of work, Exhibit A;
 3. Special terms and conditions Exhibit D;
 4. General terms and conditions, Exhibit C;
 5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
 6. Any other documents incorporated herein by reference.
- C. The Contractor shall comply with all applicable program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Contractor" means the Office 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.
- F. "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.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

4. The Office on Aging 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 Office on Aging 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 Office on Aging 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 office on Aging'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 Office on Aging 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 Office on Aging shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

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.)

1. When applicable for purposes of construction or repair of facilities, the Office on Aging 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 Office on Aging 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 Office on Aging 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 Office on Aging 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.).

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

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

1. The Office on Aging certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of 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. The Office on Aging shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
2. The Office on Aging agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

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

L. Contractor's Staff

1. The Office on Aging shall maintain adequate staff to meet the 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 Office on Aging shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Office on Aging 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 Office on Aging 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 Office by Aging until satisfactory status is restored.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

N. Lobbying Certification

The Office on Aging, 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 Office on Aging, 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 Office on Aging 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.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE IV. COMMENCEMENT OF WORK

Should the Office on Aging 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 Office on Aging 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.
- B. In the event any subcontractor is utilized by the Office on Aging for any portion of this Agreement, the Office on Aging 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 Office on Aging 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 Office on Aging and shall be made available for review at the request of the Department.
- F. The Office on Aging shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.
- G. The Office on Aging shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the Office on Aging, 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

**Special Terms and Conditions - Exhibit D
AREA PLAN**

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

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 Office on Aging 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 Office on Aging 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 Office on Aging 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 Office on Aging's rationale for awarding the subcontract to a for-profit entity.

Where a program may be subcontracted to a for-profit organization, the Office on Aging 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 Office on Aging shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Office on Aging. 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 Office on Aging 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 Office on Aging 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 Office on Aging purchased services or property respectively.

ARTICLE VI. RECORDS

- A. The Office on Aging 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

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE VI. RECORDS (Continued)

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 Office on Aging; (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 specified in Section A above. The Office on Aging 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 Office on Aging.
- 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 Office on Aging or 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, typing ribbons, file folders, etc.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE VII. PROPERTY (Continued)

- 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.
- 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 Office on Aging 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;

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE VII. PROPERTY (Continued)

6. Fund source; and
7. Rate of depreciation (or depreciation schedule), if applicable.

The Office on Aging shall keep track of property purchased with Contract funds, whether capitalized or not. The Office on Aging shall maintain and submit to the Department annually with the Closeout, a current inventory of property furnished or purchased by either the Office on Aging or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Office on Aging 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 Office on Aging or the subcontractor with funds from this Agreement, the Office on Aging must obtain approval from the Department regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Office on Aging shall use the Request to Dispose of Property (CDA 248) to dispose of property.
- H. The Office on Aging 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. The Office on Aging 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 Office on Aging has complied with all written instructions from the Department regarding the final disposition of the property.
- K. In the event of the Office on Aging's dissolution or upon termination of this Agreement, the Office on Aging shall provide a final property inventory to the State. The State reserves the right to require the Office on Aging 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 Office on Aging's dissolution the State will issue specific written disposition instructions to the Office on Aging.
- M. The Office on Aging 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:

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE VII. PROPERTY (Continued)

1. Another Department program providing the same or similar service; or
 2. Another Department-funded program.
- N. The Office on Aging 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 Office on Aging or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- Q. The Office on Aging shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Office on Aging 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 Office on Aging or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Office on Aging shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

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

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE X. AUDITS

- A. The Office on Aging and or subcontractors 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:

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 Office on Aging 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 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.

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)

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE X. AUDITS (Continued)

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)

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 Office on Aging 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 Office on Aging 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;

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE X. AUDITS (Continued)

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 Office on Aging 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 Office on Aging 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 Office on Aging's own records.
- D. The Office on Aging 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.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE X. AUDITS (Continued)

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

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XI. INSURANCE (Continued)

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
 - \$5,000,000 if seating capacity is over 15unless 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.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XI. INSURANCE (Continued)

- 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 Office on Aging 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 Office on Aging 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 Office on Aging 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 liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Office on Aging shall require its subcontractors and vendors to hold the Office on Aging harmless. The subcontractor's Certificate of Insurance shall also name the Office on Aging, not the State, as the certificate holder and additional insured. The Office on Aging 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 Office on Aging shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Office on Aging 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 for Convenience
The State or the Office on Aging may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if the State determines that a termination is in the State's interest. Either party to this Agreement shall terminate by delivering to the other party a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective ninety (90) days from the delivery of the Notice of Termination or at another effective date as agreed to by both parties. The parties agree that, as to the terminated portion of the Agreement, the

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XII. TERMINATION (Continued)

Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void. The party terminating the Agreement shall submit to the other party a Transition Plan as specified in Article IV, A. of Exhibit E.

B. Termination for Default

The State may by written notice of default to the Office on Aging, terminate this Agreement, in whole or in part, as a consequence of any of the following events:

1. A violation of the law or failure to comply with any condition of this Agreement.
2. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
3. Failure to comply with reporting requirements.
4. Evidence that the Office on Aging is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
5. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
6. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Office on Aging's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Office on Aging.
7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Office on Aging's assets or income.
8. The commission of an act of bankruptcy.
9. Finding of debarment or suspension, Article II K.
10. The Office on Aging's organizational structure has materially changed.

- C. Such termination of this Agreement, shall take effect immediately in the case of threat to life, health, or safety of the public or, in all other cases, upon thirty (30) days subsequent to written notice to the Office on Aging. The notice shall describe the action being taken, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XII. TERMINATION (Continued)

The Office on Aging of its right to appeal such decision to the State and of the procedure for doing so.

- D. In the event of a termination notice, the Department will present written notice to the Office on Aging of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.
- E. The Office on Aging shall, at least ninety (90) days prior to the end of this contract period, give written notice to the State if it intends not to provide one or more Area Plan programs included in this Agreement during the subsequent contract period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this contract period to ensure continuity of services to clients.
- F. The Department may determine that the office on Aging may be considered a "high risk" agency as described in 45 CFR, 92.12 for local governments and 45 CFR, 74.14 for non-profit organizations. If such a determination is made, the Office on Aging may be subject to special conditions or restrictions.

ARTICLE XIII. REMEDIES

The Office on Aging 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 office on Aging, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Office on Aging 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

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XVI. NOTICES (Continued)

by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided the Office on Aging retains receipt, and shall be communicated as of actual receipt.

- B. Any notice given to the CDA for the Office on Aging'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 Office on Aging 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 Office on Aging upon full execution of this Agreement.
- B. The Office on Aging 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 Office on Aging 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 (Formerly Confidentiality)

- A. Information Assets

The office on Aging 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):

**Special Terms and Conditions - Exhibit D
AREA PLAN**

- 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 office on Aging 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 Office on Aging 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 Office on Aging shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "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 Office on Aging shall not use such identifying information for any purpose other than carrying out the Office on Aging's obligations under this Agreement.
5. The Office on Aging 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 Office on Aging may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Office on Aging 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 Office on Aging accept such blanket authorization from any participant.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XVIII. Information Integrity and Security (Continued)

D. Training/Education

1. The Office on Aging must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. The Office on Aging 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 Office on Aging 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. The Office on Aging 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.
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 Office on Aging 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. The Office on Aging will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Office on Aging 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

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XVIII. Information Integrity and Security (Continued)

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

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 Office on Aging 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 Office on Aging in writing within sixty (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.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

3. The Office on Aging 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 Office on Aging 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 thirty (30) days after the written request is received by the Department. The Department may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between 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 Office on Aging 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."

EXHIBIT

E

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III, TITLE VII, AND COMMUNITY-BASED SERVICES PROGRAMS

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

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III, TITLE VII, AND COMMUNITY-BASED SERVICES PROGRAMS (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 Office on Aging shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. Department funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with 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, Section 373(c)(2) to:
 - a. Family Caregivers who provide care for older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction;
 - b. Grandparents or other older relatives who provide care for children with severe disabilities;
 - c. Family Caregivers and Grandparents or relative caregivers who are older individuals 60 years of age or older [as defined in Title I, Section 102(40)] with greatest social need, with greatest economic need, and with particular attention to low-income individuals; and
 - d. Family Caregivers and Grandparents or relative caregivers who are older individuals 60 years of age or older [as defined in Title I Section 102(40)] who provide care for individuals with severe disabilities, including children with severe disabilities.
10. The Office on Aging 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 Office on Aging or its contractors.

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III, TITLE VII, AND COMMUNITY-BASED SERVICES PROGRAMS (Continued)

12. 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, or Community-Based Services Programs.
13. 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, Linkages, Alzheimer's Day Care Resource Centers, Respite Purchase of Service, and other Title III funded providers.
14. Means tests shall not be used by any Office on Aging for any Title III or Title VII services.
15. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received.
16. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.
17. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service.
18. Cost Sharing shall not be implemented for any Title III and Title VII service until so notified by the Department.
19. The Office on Aging 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.
20. The Office on Aging, 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 Office on Aging and how their needs will be addressed by OES in the community.

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III, TITLE VII, AND COMMUNITY-BASED SERVICES PROGRAMS (Continued)

21. The Office on Aging shall furnish annually or whenever a change occurs, the name of its Disaster Coordinator to the Department's Disaster Coordinator.
22. The Office on Aging 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.
24. Proof of age or citizenship shall not be required as a condition of receiving services.

B. Assurances Specific to the Ombudsman Program:

The Office on Aging 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); WIC 9722 and 9724; CCR 8020(a)]. Authorization is required by the State

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III, TITLE VII, AND COMMUNITY-BASED SERVICES PROGRAMS (Continued)

- 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); WIC 9724(c and d); CCR 8020(b)].
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. Complaint information collected and maintained by the Local Ombudsman Program, including the identity of the complainant or resident, shall only be disclosed [OAA 712(d); WIC 9725]:
 - a. At the discretion of the Local Ombudsman Program [OAA 712(d)(2)(A); and
 - b. With documentation of one of the following:
 - i. Written consent of the complainant or resident, or his or her legal representative as appointed by the court [OAA 712(d)(2)(B)(i)];
 - ii. Oral consent of the complainant or resident, documented by the State Certified Ombudsman Representative at the same time it is granted by the consenter [OAA 712(d)(2)(B)(ii)]; or
 - iii. Disclosure is ordered by the court [OAA 712(d)(2)(B)(iii)].
 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); WIC 9717(c); Statewide Standards for Legal Assistance in California].
 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 Office on Aging specific to the Ombudsman Program.

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III, TITLE VII, AND COMMUNITY-BASED SERVICES PROGRAMS (Continued)

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), WIC 9725, WIC 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 Department. [OAA 712(C); WIC 9716].

C. Assurances Specific to Legal Services Providers (LSPs) in accordance with OAA 731.

The Office on Aging 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 information and assistance, Adult Protective Services, law enforcement, case management services and focal points.

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III, TITLE VII, AND COMMUNITY-BASED SERVICES PROGRAMS (Continued)

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 Department in December 2007 to collect data on legal services provided.
9. Waiver of this section of the contract may be obtained from the Department pursuant to Exhibit D, Article XV., of this Agreement entitled, "Revisions, Waivers, or Modifications."

ARTICLE II. REPORTING PROVISIONS

- A. The Office on Aging shall submit program performance reports for Title III services, Family Caregiver Support Program (Title III E), Alzheimer's Day Care Resource Centers, Respite Purchase of Service, Linkages Program, and Senior Companion Program, in accordance with Department requirements [W&I Code 9102 (a)(5)], to the CDA Data AAA-Based Team.
 1. The Office on Aging shall submit electronic reports via e-mail to the following address: datateam.program@aging.ca.gov.
 2. The Office on Aging shall submit paper reports by one method, either:
 - a. Via E-mail to: datateam.paper@aging.ca.gov.
 - OR
 - b. Via US Postal mail to address: California Department of Aging, Data Team, 1300 National Drive, Suite 200, Sacramento, CA 95834.
- B. The Office on Aging shall assure that all data submitted is timely, complete, accurate, and verifiable using the Contractor approved reporting procedures.
 1. The Office on Aging shall submit data for funded programs only. Do not send null reports (reports with all zeros because the program is not funded).

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Quarterly service unit reports shall be submitted as follows:

	Reporting Period	Due Date
Quarter 1	Jul-Sep	October 31
Quarter 2	Oct-Dec	January 31
Quarter 3	Jan-Mar	April 30
Quarter 4	Apr-Jun	July 31

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

	Reporting Period	Due Date
Annual	Jul-Jun	August 30

4. For late reports, the Office on Aging shall submit a written explanation to the Data Team by the 15th of the following month. This written explanation shall include the reasons for the delay and the date the report will be submitted.

- C. The Office on Aging shall have written reporting procedures specific to each program which include:

1. Collection and reporting of program data for the Office on Aging and subcontractor;
2. Ensuring accuracy of data from the Office on Aging and subcontractor intake/assessment process through reporting to the Data Team;
3. Verification of the Office on Aging and subcontractor data prior to submission to the Data Team;
4. Correction procedures for the Office on Aging and subcontractor;
5. Methodology for collecting and reporting estimated unduplicated client counts for each non-registered service.

- D. The Office on Aging shall train and orient staff and subcontractor's staff regarding program data collection and reporting requirements. The Office on Aging 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 321.55(b)]

- E. The Office on Aging shall verify the accuracy of the data submitted to the Department for inclusion in the reports to the State Executive Branch, Legislative Branch, and

ARTICLE II. REPORTING PROVISIONS (Continued)

F. The federal government.

1. The Office on Aging shall review and respond to the (1) **NAPIS SPR/S-Verify Logic Error Report**, (2) **CBSP Logic Error Report**, and (3) **SPR/CBSP Questionable Data Error Report** in accordance with Department requirements.
 - a. The Office on Aging shall submit electronic data corrections for the errors identified in the Logic Error report.
 - b. The Office on Aging shall correct and/or explain the Questionable Data Errors.
 - c. The Office on Aging shall return the Logic and Questionable Data Error Reports to the Department verifying corrections made via e-mail or US Postal service. Submission shall be by one method only, either e-mail or U.S. Postal service.
 - d. The Logic and Questionable Data Error Reports are due no later than October 31.
2. The Office on Aging shall verify all quarterly and annual SPR/CBSP data for accuracy in accordance with Department requirements.
 - a. The Office on Aging shall complete and initial the **SPR/CBSP verification forms**.
 - b. The Office on Aging Director shall review and approve the verification forms by signing and dating the bottom of both forms.
 - c. The Office on Aging shall complete the SPR/CBSP Verification forms for data corrections submitted as a result of the initial verification process. The Director shall review and approve corrections by the same process described in 2. (b) above.
 - d. The Office on Aging shall return the SPR/CBSP verification forms to the Department via e-mail or U.S. Postal Service. Submission shall be by one method only, either e-mail or U.S. Postal Service.
 - e. The SPR/CBSP verification forms are due no later than November 30.

ARTICLE II. REPORTING PROVISIONS (Continued)

G. Reporting Provisions Specific to Title III B, III C, III D:

1. The Office on Aging must submit program data reports electronically to the Data Team, according to the frequency listed:
 - a. Service Units (SPR 101) = quarterly,
 - b. Detailed and Summary Client Profile (SPR 102A and 102B) = annually,
 - c. Provider Profile (SPR 103) = annually,
 - d. Staffing Profile (SPR 104) = annually,
 - e. Unduplicated Client Count (SPR 105) = annually, and
 - f. Focal Point (SPR 106) = annually.
2. The Office on Aging shall combine NSIP meal counts with the monthly expenditures reported on the SPR 107 and submit to the AAA-Based Team 30 days after the end of each month of service.

H. Reporting Requirements specific to Title III E:

1. The Office on Aging must submit program data reports to the Data Team, according to the frequency listed:
 - a. FCSP Quarterly Service Report (CDA 272) = quarterly
 - b. FCSP Annual Profile Report (CDA 273) = annually

I. Reporting requirements specific to Community-Based Services Programs (CBSP):

1. Linkages Program - The Office on Aging must submit electronic program data reports to the Data Team, according to the frequency listed:
 - a. Service Units Data File (LNK) 101 = quarterly.
 - b. Detailed Client Profile Data File (LNK) 102A = annually.
2. Senior Companion Program - The Office on Aging must submit electronic program data reports to the Data Team, according to the frequency listed:

ARTICLE II. REPORTING PROVISIONS (Continued)

- a. Service Units Data File (SCC) 101 = quarterly.
 - b. Summary Client Profile Data File (SCC) 102B = annually.
 3. Brown Bag Program - The Office on Aging must submit program data reports to the Data Team, according to the frequency listed:

Brown Bag Activity Reports (CDA 5) = quarterly.
 4. Respite Purchase of Service (RPOS)-The Office on Aging must submit program data reports to the Data Team, according to the frequency listed:

Service Summary Report (CDA 261) = quarterly.
 5. Alzheimer's Day Care Resource Center (ADCRC) Program - The Office on Aging must submit electronic program data reports to the Data Team, according to the frequency listed:
 - a. Service Units Data File (ALZ) 101 = quarterly
 - b. Summary Client Profile Data File (ALZ) 102B = annually
- J. Reporting Provisions Specific to the Ombudsman Program:
- The Office on Aging shall take the following actions, or shall require its subcontractor, the Local Ombudsman Program, to:
1. 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.
 2. The Office on Aging shall take the following actions, or shall require its subcontractor, the Local Ombudsman Program, to ensure:
 - 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 Office on Aging by August 30.
 - c. Complete information on the Aging Network.com portal on an ongoing basis and submit an email notification to the OSLTCO that data entry is complete by the quarterly/annual deadline.

ARTICLE II. REPORTING PROVISIONS (Continued)

- d. For any reports 30 days or more in arrears of the due date, the local Ombudsman program, shall immediately provide a written explanation to the OSLTCO and the Office on Aging. This written explanation shall include the reasons for the delay and the date the report will be submitted, the date being contingent on agreement of that date by the OSLTCO.

ARTICLE III. APPEAL PROCESS

- A. Office on Aging may appeal an adverse determination as defined in Title 22 CCR, Section 7702 using the appeal process established by the Department in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within thirty (30) days of the Department's notice of adverse determination.
- B. Subcontractors of the Office on Aging may appeal the 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. Direct service contracts include all Community-Based Services Programs as defined in W & I Code Section 9540-9547.
- D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

- A. The Office on Aging 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 and Title VII or a Community-Based Services Programs funded by the Older Californians Act. 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.

ARTICLE IV. TRANSITION PLAN (Continued)

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. Office on Aging 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 Office on Aging fails to provide and implement a transition plan as required by paragraphs A and B of Article XII of Exhibit D of this Agreement, the Office on Aging will implement a transition plan submitted by CDA to the Office on Aging following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

A. Transition of Local Ombudsman Services

The Office on Aging shall assure that a subsequent Local Ombudsman Program is available to carry out the federal and State mandates and responsibilities without any break in the provision of Ombudsman services. The Office on Aging shall notify the OSLTCO in writing in response to the following:

1. Within three working days of either The Office on Aging or subcontractor written notice of intent to terminate responsibility for Local Ombudsman services, and
2. Within one working day of any change in Local Ombudsman Program phone services as a result of a transition of responsibilities [OAA 712(a)(5)(i), 712(a)(5)(B)(ii); WIC 9726].

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

B. Transition Plan

1. The Office on Aging shall submit a Transition Plan (TP) within 15 days from delivery of the following:
 - a. Written notice to the Office on Aging of the subcontractor's intent to terminate Ombudsman services;
 - b. Written notice to the subcontractor of the Office on Aging's intent to terminate the subcontract for Ombudsman services; or
 - c. Written notice to the Office on Aging of the State Termination of the Contract, in whole or, from time to time, in part related to the provision of Ombudsman services.
2. The Office on Aging shall identify in the TP 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 Office on Aging, utilizing experienced State Certified Ombudsman Representatives and a Local Program Coordinator selected by the
 - b. The Office on Aging and designated by the State Ombudsman to represent the Local Ombudsman Program.
 - c. 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 TP shall at a minimum include the following:
 - a. A plan for providing an adequate level of State Certified Ombudsman Representatives and for maintaining continuity of services during the transition to a subsequent Local Ombudsman Program.
 - b. A plan for notifying all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.

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

- c. A plan to ensure the delivery 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.
 - d. A plan for ensuring the destruction of 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. The Office on Aging shall implement the transition plan as approved by the OSLTCO. The OSLTCO will monitor the Office on Aging's progress in carrying out all elements of the TP.
- D. If the Office on Aging fails to provide and implement the TP as required above, the Office on Aging agrees to implement a TP submitted by the OSLTCO to the Contractor. This TP may utilize State Certified Ombudsman Representatives from either the terminating subcontractor or from a neighboring Local Ombudsman Program.

EXHIBIT

F

SCOPE OF SERVICES

RIVERSIDE COUNTY SENIOR NUTRITION SERVICES FY 2008/2009 and FY 2009/2010

Insert Name

1. Statement of work:

Contractor hereby agrees to comply with the Riverside Office on Aging policies and procedures that are based on Title 22 California Code of Regulations, Division 1.8 California Department on Aging.

2. Geographical area served

TAG	SUBGROUP
5	Banning – Morongo
4	Temecula - Pechanga
5	Beaumont - Morongo
4	Anza - Pechanga
6	Hemet/San Jacinto-Soboba
5	Cabazon –Morongo

3. Congregate meals program:

- A. Number of annual units of service 6,512
- B. Number of new seniors to be served 25
- C. Meals are provided 5 days a week
- D. Meals are provided 245 days a year
- E. Total number of volunteers 2
- F. Suggested eligible participant donation \$3.00
- G. Non-eligible fee per meal \$5.00
- H. Attach a copy of your donation policy
- I. Cost per meal to the Office on Aging \$3.91

On the next page list all congregate nutrition sites, including address, telephone number, staff person, hours of operation, type of food preparation, projected annual number of meals and projected annual site costs.

Site: Morongo Address: 11555 1/2 Potrero Road Banning Ca 92220 Phone #: 800-732-8805 Ext 1799 Staff person: Lorraine Robinson Hours of Operation: 6:30 am – 12:30pm Number of meals: 1,768 Annual site costs: -0-	Site: Pechanga Address: 12784 Pechanga Road Temecula, Ca 92390 Phone #: 800-732-8805 Ext 4520 Staff person: Leatha Diaz Hours of Operation: 6:30 am 12:30 pm Number of meals: 929 Annual site costs: \$300
Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____
Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____
Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____
Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____

4. Do you provide transportation to and from nutrition sites for your customers?
X Yes No

If yes, have any of the vehicles used to transport customers to and from the nutrition sites been purchased with older Americans Act funds?

Yes No

Please list all vehicles paid for with older Americans Act funds by model, make, year and mileage as of May 15, 2007.

MODEL	MAKE	YEAR	MILEAGE
N/A			

5. Nutrition education programs are to be provided at least once quarterly at each nutrition site and are planned, approved, and coordinated by a qualified dietitian. These programs may include demonstration, audiovisual presentation, lecture or small group discussions.

Total number of presentations 4
Annual cost \$1,500
Name of registered dietitian Afua Khumalo
License number R-920515 Expiration date: 8/1/09

6. **Home delivered meals program:**

- A. Number of annual units of service 4158
- B. Number of new seniors to be served 30
- C. Meals are delivered 5 days a week
- D. Meals are provided for 6 days a week
- E. Meals are provided 302 days a year
- F. Total number of volunteers -0-
- G. Suggested eligible participant donation 3.91

On the next page list the sites, including address and telephone number, where home delivered meals are prepared.

8. Number of paid drivers in program.
Title III; 6 Title VI

9. Number of volunteer drivers in program
-0-

Are volunteers reimbursed for using their own vehicle to deliver meals?

Yes No

If yes, how much per mile? N/A

10. Have any of the vehicles used to deliver home delivered meals been purchased with Older Americans Act funds?

Yes No

If yes, please list those vehicles by model, make, year and mileage as of May 24, 2005.

MODEL	MAKE	YEAR	MILEAGE
N/A			

11. Nutrition counseling provides eligible persons individual dietary counseling by a Registered Dietitian which relates to normal nutritional needs. Nutrition counseling may be made either in person or by telephone. If medical nutrition therapy is provided, a physician's order is required.

Total number of service units 687

Total number of seniors to be served 241

Cost per Contact \$60.00

Name of registered dietitian Afua Khumalo

License number R-920515 Expiration date: 8/1/09

12. List, or attach a copy of other services you will provide, either directly, or in partnership, to enhance senior nutrition services.

Caregiver Coordinator Title VI

Nutrition Counseling Title VI & IHS

Transportation Title VI

Community Outreach Services: Medical, Dental, Optometric, Nursing

Exercise Classes

13. Please attach a copy of the following:

a) Plan for:

i) Targeting the frail elderly and minority

ii) In service staff training

iii) Internal monitoring schedule

iv) Congregate nutrition education

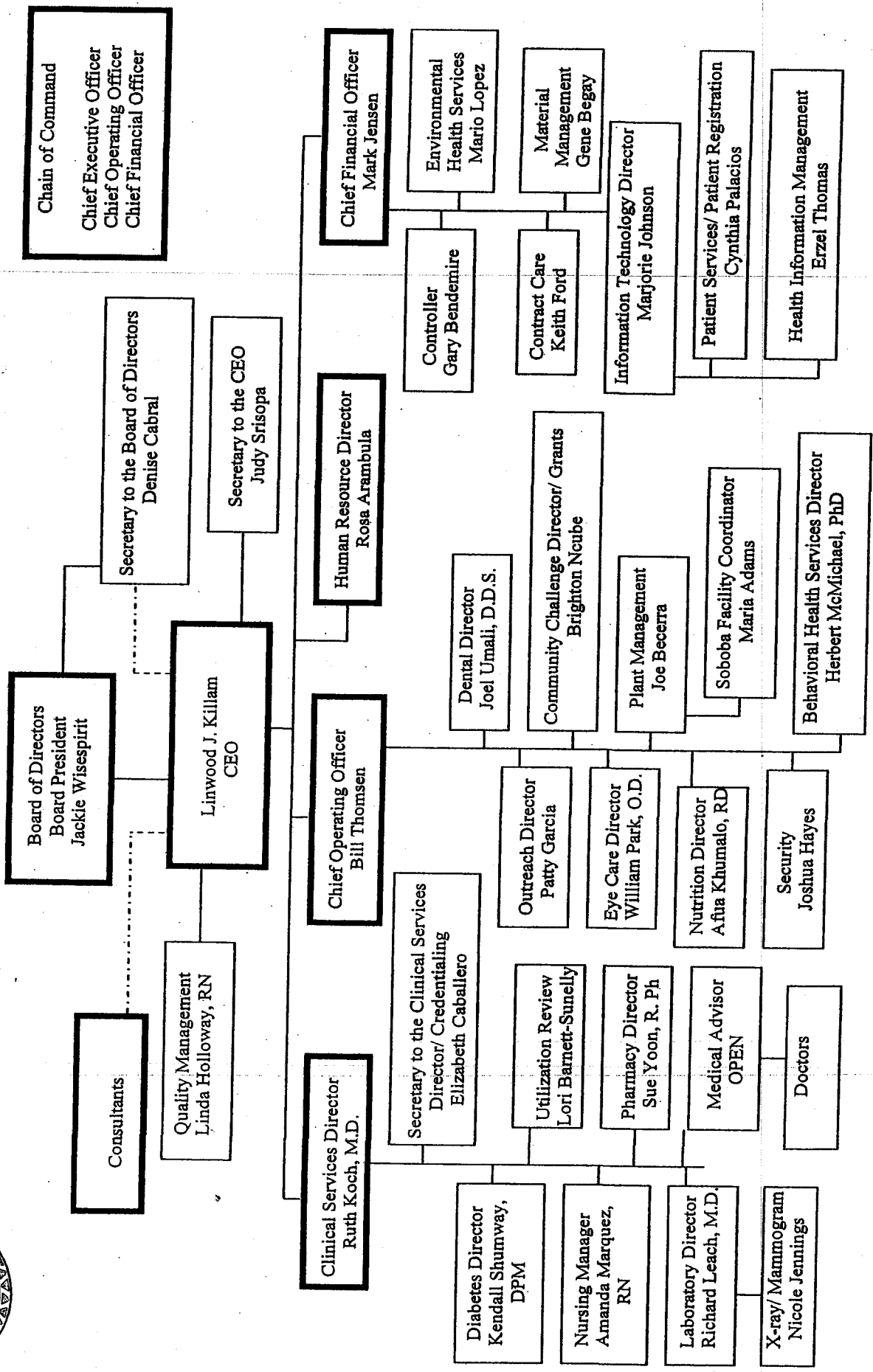
- v) Nutrition counseling plan

- b) Copy of your:
 - i) Disaster plan
 - ii) Grievance procedure

- c) Provider subcontractors:
 - i) Subcontractor agreement(s), and
 - ii) Monitoring schedule for subcontractor, including monitoring dates, staff assigned to conduct monitoring, and monitoring tool utilized.



RIVERSIDE - SAN BERNARDINO COUNTY INDIAN HEALTH, INC.



EXHIBIT

G

Exhibit G

Nutrition Stimulus Contract FY 2009-2010
Vendor #25957

Provider	Funding Source Project/Grant Program	Unit Description	Unit of Service	Unit	CFDA #	Number of Units	Unit Rate	Dollar Amount	Total Contract Amount per Provider	Exhibit(s) Scope of C Budget Work	Attachment(s)	Item ID
Riverside-San Bernardino County Indian Health, Inc. 11555 1/2 Potrero Road Banning, CA 92220-6946	OA60751FY10 Title III C1 Congregate Nutrition	1 Meal Served	Meals		93.045	3,906	\$3.91	\$25,463.00		C-1	A	OA95200-00018
	OA60451FY10 Title III C2 Home-Delivered Nutrition	1 Meal Served	Meals		93.045	20,153	\$3.91	\$16,259.00		C-2		OA95230-00001
									<u>\$41,722.00</u>			

EXHIBIT

H

EXHIBIT C
 COUNTY OF RIVERSIDE
 OFFICE ON AGING
 CONTRACTOR BUDGET

Vendor #: 25957

Fiscal Year 2009/2010

CONTRACT PROVIDER: Riverside-San Bernardino County Indian Health, Inc
 PROGRAM/ACTIVITY: Congregate Meals Title C-1

NARRATIVE	CONTRACT FUNDS
PERSONNEL	8,488.00
Subtotal Personnel	8,488.00
FRINGE BENEFITS	
Taxes:	
Benefits:	
Subtotal Fringe Benefits	0.00
SERVICE AND SUPPLIES	16,975.00
Accounting:	
Staff Training and Travel:	
Equipment/Furniture	
Contracts/Consultants	
Telephone:	
Postage:	
Advertising:	
Rent:	
Insurance:	
Utilities:	
Repair	
Copying/Printing	
Other:	
Subtotal Service and Supplies	\$16,975.00
TOTAL COSTS	\$25,463.00

EXHIBIT C
 COUNTY OF RIVERSIDE
 OFFICE ON AGING
 CONTRACTOR BUDGET

Fiscal Year 2009/2010

CONTRACT PROVIDER: Riverside-San Bernardino County Indian Health Inc.
 PROGRAM/ACTIVITY: Home Delivered Meals Title C-2

PERSONNEL	NARRATIVE	CONTRACT FUNDS
	Subtotal Personnel	5,419.00
	FRINGE BENEFITS	
	Taxes:	
	Benefits:	
	Subtotal Fringe Benefits	0.00
	SERVICE AND SUPPLIES	10,839.00
	Accounting:	
	Staff Training and Travel:	
	Equipment/Furniture	
	Contracts/Consultants	
	Telephone:	
	Postage:	
	Advertising:	
	Rent:	
	Insurance:	
	Utilities:	
	Repair	
	Copying/Printing	
	Other:	
	Subtotal Service and Supplies	\$10,839.00
	TOTAL COSTS	\$16,259.00

EXHIBIT

I

2008-09 NS CONTRACT TRANSMITTAL LETTER
 (This letter must be signed and returned with the Contract package)


Rachel de la Cruz
 Manager, Contracts and Business Services
 California Department of Aging
 1300 National Drive, Suite 200
 Sacramento, CA 95834

Enclosed please find all documents required for the execution of my contract with the California Department of Aging (CDA). All documents have been reviewed for completeness and all supporting documents identify the Contractor's name *exactly* as shown on the Standard Agreement (Std.213)

The following documents are enclosed. A check has been placed in each appropriate box.

- Four Standard Agreements** (Four Std.213s with one set of terms and conditions) signed with original signatures. Facsimile signatures will only be accepted in accordance with Government Code 25100 et seq.
- RESOLUTION/Order/Motion** of meeting authorizing execution of this Contract. **The Contract Number must be referenced in the document.** The action taken must also be stated in the document.
- CERTIFICATE OF INSURANCE** referencing the Contract number or Letter of Self-Insurance for General Liability.
- CERTIFICATE OF INSURANCE** referencing the Contract number or Letter of Self-Insurance for Automobile Liability.
- CERTIFICATE OF INSURANCE** referencing the Contract number or Letter of Self-Insurance for Professional Liability.
- CONTRACTOR/VENDOR STATEMENT OF CONFIDENTIALITY (CDA 1024)** referencing the Contract number must be signed and returned with this Agreement.

- Upon receipt of a complete and correct contract package, the contract will be promptly executed and a copy sent to me.
- Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds may be delayed.



 SIGNATURE
 (Director or designee)

25957

 CONTRACT NUMBER

DATE 8-12-09



RIVERSIDE-SAN BERNARDINO COUNTY
INDIAN HEALTH, INC.

11555 ½ Potrero Road, Banning, CA 92220 (951) 849-4761

June 2, 2009

AUTHORIZATION TO ENTER INTO AGREEMENT

The Board of Directors of the Riverside-San Bernardino County Indian Health, Inc. in a duly executed telephonic meeting held on June 2, 2009 and where a quorum was present, resolved to authorize the following corporate officials to enter into agreement, to negotiate and sign the Riverside County Office on Aging Title III FY 2009 – 2010 Contract, and any invoices that may result:

Signature: [Signature] Date: 6-2-09
Name: Liawood Killam Title: Chief Executive Officer
(Type/Print)

Signature: [Signature] Date: 6-2-09
Name: Mark Jensen Title: Chief Financial Officer
(Type/Print)

The undersigned hereby affirms that she/he is duly authorized officer of the Corporation and that the statements contained in this document are true and complete to the best of her/his knowledge. The undersigned further affirms that the applicant accepts as a condition of the Contract the obligation to comply with the applicable State and Federal requirements, policies, standards, and regulations. The undersigned further affirms that the funds shall be used per the Title III Program contract. The undersigned recognizes that this is a public document and is open to public inspection.

Signature: [Signature] Date: 6/2/09
(RSBQIH Board of Directors President)
Name: Jackie Wisepirit, Board President
(Type/Print Name & Title)

EXHIBIT

J

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT
CDA 1024 (REV 1/07)

CERTIFICATION	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
CONTRACTOR/VENDOR NAME: Riverside-San Bernardino County Indian Health, Inc.	CONTRACT NUMBER:
AUTHORIZED SIGNATURE:	PRINTED NAME AND TITLE OF PERSON SIGNING:
<p>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:</p> <ul style="list-style-type: none"> • confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies. • all access codes which allow access to confidential information will be properly safeguarded. • activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025. • any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act. • any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement. • obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA. • all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. • all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements. • CDA or its designee will be granted access to any computer-based confidential information within the custody of the Contractor/Vendor. 	

Contract# 25957

- I agree to protect the following types of confidential information which include but not limited to:
 - Social Security number
 - Medical information
 - Claimant and employer information
 - Driver License information
 - Information about individuals that relate to their personal life or identifies or describes an individual
 - Other agencies' confidential and proprietary information
 - Criteria used for initiating audit selection
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
 - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.

- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
 - Securing confidential information in approved locations
 - Never removing confidential information from the work site without authorization.

[Handwritten Signature] 8/12/09

INSURANCE CERTIFICATES



State Farm Mutual Automobile Insurance Company

6400 State Farm Drive
Rohnert Park CA 94926

R 59206-4-X

MUTL VOL FLEET

DECLARATIONS PAGE

NAMED INSURED

75-3386-4 X A

RIVERSIDE SAN BERNARDINO
COUNTY INDIAN HEALTH INC
11555 1/2 POTRERO RD
BANNING CA 92220-6946

POLICY NUMBER F20 0618-B01-75H

POLICY PERIOD FEB 01 2009 to FEB 01 2010

AGENT

VALERIE MONROE
1035 W RAMSEY ST B 4
BANNING, CA 92220-4400

PHONE: (951)922-3838

**DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
SEPARATE STATEMENT ENCLOSED IF AMOUNT DUE.**

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
------	------	-------	------------	--------------------	-------

Total premium for FEB 01 2009 to FEB 01 2010

This is not a bill.

IMPORTANT MESSAGES

Your policy consists of this declarations page, the policy booklet - form 9805A, and any endorsements that apply, including those issued to you with any subsequent renewal notice.

Replaced policy number F200618-75G.

EXCEPTIONS AND ENDORSEMENTS (See individual endorsement for details.)

SEE VEHICLE SCHEDULE



EVANSTON INSURANCE COMPANY

Policy No.
Prev. No.
Prod. No.

SM-859693
SM-851878
AH200

Professional Liability

DECLARATIONS - PROFESSIONAL LIABILITY INSURANCE POLICY FOR SPECIFIED MEDICAL PROFESSIONS

Claims Made Coverage: The coverage afforded by this policy is limited to liability for only those Claims that are first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported in writing to the Company pursuant to the terms herein.

Notice: This is a duty to defend policy. Additionally, this policy contains provisions that reduce the limits of liability stated in the policy by the costs of legal defense and permit legal defense costs to be applied against the deductible, unless the policy is amended by endorsement. Please read the policy carefully.

1. **NAMED INSURED:** RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH, INC.
2. **BUSINESS ADDRESS:**
11555 1/2 POTRERO ROAD
BANNING, CA 92220
3. **POLICY PERIOD:** From August 6, 2008 to August 6, 2009
12:01 A.M. Standard Time at address of Insured stated above.
4. **PROFESSIONAL SERVICES:** Outpatient Clinic
5. **LIMITS OF LIABILITY:**
Each Claim: \$ 1,000,000
Policy Aggregate: \$ 3,000,000
6. **DEDUCTIBLE:**
Each Claim: \$ 25,000
7. **RETROACTIVE DATE:** August 6, 2004
8. **RATE:** Flat
PREMIUM BASE: Flat
Surplus Lines Tax: \$3,278.10
Stamping fee: \$136.59
Management Fee: \$5,500.00
9. **PREMIUM FOR POLICY PERIOD:**
Minimum \$ 109,270.00
Deposit \$ 109,270.00
10. **PREMIUM FOR EXTENDED REPORTING PERIOD:** 150% for 12 months; 175% for 24 months; or 200% for 36 months
11. The Insured is not a proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory, or any business enterprise not named in Item 1. hereinabove, except as follows:
None

Premium Quotation

Insured: Riverside - San Bernardino
Insurer: Evanston Insurance Company
Policy Term: 8/6/2009 To 8/6/2010

COVERAGE

ANNUAL PREMIUM

Premium

Broker Fee (Wholesale Broker- AVRECO)

State Tax & Stamping Fees

Total Premium and Fees

DEPOSIT

If deposit is remitted, the balance will be financed on a monthly finance contract through First Insurance Funding.

Premium is 25% Minimum Earned at Inception (No Flat Cancellations)

Fees are 100% Fully Earned at Inception

Premium is Minimum & Deposit at Expiration

The Premium amount indicated above does not include the premium for Terrorism Risk Insurance Act Coverage. If you wish to include this coverage, submit a request in writing and a quote for this coverage will be provided.

All insureds share the limits of liability (this includes doctors, dentists, podiatrists)

Exclusion for surgery, assisting in surgery, and OB deliveries

Professional Services: Outpatient Clinic

Incident Sensitive Policy Form

Additional Coverage/Premium For: Claims expenses in addition to the Each Claim limit of liability, but within the Aggregate Limit. 10% additional (\$10,678)

EFFECTIVE DATE: 11/30/2008

Policy Number: CU 9624932	Prior Policy: 9624932
Billing Type: AGENCY BILL	
Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION	
Named Insured and Mailing Address: RIVERSIDE SAN BERNARDINO COUNTY INDIAN HEALTH INC ATTN: MARK JENSEN 11555 1/2 POTRERO ROAD BANNING CA 92220	Agent: BOSWELL INSURANCE AGENCY AGENT P O BOX 4648 MISSION VIEJO CA 92690 Agent Code: 4295039 Agent Phone: (949)-855-0430

EXCESS LIABILITY POLICY DECLARATIONS

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

POLICY PERIOD: From 11/30/2008 To 11/30/2009 at 12:01 AM Standard Time at your mailing address shown above.

FORM OF BUSINESS: CORPORATION

LIMITS OF INSURANCE

Each Occurrence Limit	\$ \$ 1,000,000	Any One Occurrence or Offense Subject To The General Aggregate and Products/Completed Operations Aggregate Limits
Aggregate Limits	\$ 1,000,000	General Aggregate Limit
	\$ 1,000,000	Products/Completed Operations Aggregate Limit
Self Insured Retention	NIL	Any One Occurrence Or Offense

UNDERLYING INSURANCE - Refer to Schedule of Underlying Insurance

PREMIUM

Terrorism Risk Insurance Act of 2002 Coverage		REJECTED
Total Premium	\$	842.00

FORMS AND ENDORSEMENTS

Forms and Endorsements made a part of this policy:

Form Number	Description
GEXL003 - 0700	COVERAGE B - UMBRELLA LIABILITY DELETED
GEUM101 - 1101	COMMERCIAL EXCESS/UMBRELLA POLICY
GECPD802A - 0600	SIGNATURE SHEET
14-148 - 0694	SCHEDULE OF UNDERLYING INSURANCE