

Budget Detail, Payment Provisions, and Closeout – Exhibit B – Rev. 5/2012

- B. The Contractor shall comply with those provisions and restrictions regarding revisions to the approved Budget.
- C. The final date to submit budget revisions is March 1 of the contract period unless otherwise specified by the County.
- D. Matching Requirements
 - 1. The required program matching contributions for Title III B, III C is 10 percent.
 - 2. The required program matching contributions for Title III E is 25 percent.
 - 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and County funds.
 - 4. Program matching contributions for Title IIIB, IIIC, & IIID can be pooled to meet the minimum requirement of 10 percent.
 - 5. Matching contributions generated in excess of the minimum required are considered overmatch.
 - 6. Program overmatch from Title IIIB, IIIC, or IIID cannot be used to meet the program match requirement for Title IIIE.
 - ~~7. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.~~
 - ~~8. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.~~
- E. Indirect Costs
 - 1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
 - 2. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. RATE FOR SERVICE

- A. The rate for providing services under Title III & VII, and CBSP programs should reflect less than the actual cost for providing the service to clients. The additional costs should be covered by cash match and/or in-kind contributions depending on the match criteria for service (see Exhibit B, Article II).

ARTICLE IV. PAYMENT

A. Title III & VII

The Contractor shall prepare and submit a monthly expenditure report and a request for funds by the 5th working day of each month to the OoA-Based Team, ~~in electronic format, a Title III E Monthly Financial Status Report/Request for Funds (GDA 268),~~ unless otherwise specified by the County.

B. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR 92.20:

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

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

D. Payment shall be made upon receipt of a request for reimbursement in accordance with approved contract budget and shall be received from recipient by the Fifth Working Day of the Month *with the exception: of the **Year End Billing Notice** which should be as directed in writing by the Office on Aging.* Such payments shall be made based on a Unit Rate established by County.

Any change in budget or unit rate shall entail a Contract amendment but shall not result in reimbursement in excess of the original contract ~~amount as set forth in Exhibit C.~~

E. The services contracted are to be provided and reported on over the complete period of the contract. However, funds provided for under this Contract can be earned in less than the full Contract period.

ARTICLE V. CLOSEOUT

A. The Financial Closeout Report shall be submitted annually to the OoA-Based Team, within forty (40) 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 County.

B. Financial statements showing total program revenue and total program costs shall be submitted according to OoA's closeout requirements which will include

Budget Detail, Payment Provisions, and Closeout – Exhibit B – Rev. 5/2012

specifically identified costs including Program Income, Cash Match, In-Kind Match and the funding received under this Agreement. The County reserves the right to disallow costs pursuant to Article I, A, 4.

- C. Federal funds will be reduced proportionately to maintain the required matching ratios if a contractor fails to report sufficient match.

Special Terms and Conditions – Exhibit D – Rev. 5/2012
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 – Rev. 5/2012
AREA PLAN

ARTICLE II. ASSURANCES

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

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

B. The Office on Aging shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Office on Aging shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC1005) which is hereby incorporated by reference. In addition, Office on Aging shall comply with the following:

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

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

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

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

3. The Office on Aging assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).

Special Terms and Conditions – Exhibit D – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 15

unless otherwise amended by future regulation.

4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
 2. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
 3. The Department shall be named the certificate holder and the address must be listed on the certificate.

Special Terms and Conditions – Exhibit D – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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 – Rev. 5/2012
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.”

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

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.

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

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.

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

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.~~

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

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

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

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.

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

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.

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

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 GDA Data AAA Based Team.~~ by the 5th working day of each month.

- ~~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).~~

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

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

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

ARTICLE II. REPORTING PROVISIONS (Continued)

Branch, and

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.~~

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

~~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:~~

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

~~ARTICLE II. REPORTING PROVISIONS (Continued)~~

- ~~a. Service Units Data File (SCG) 101 = quarterly.~~
- ~~b. Summary Client Profile Data File (SCG) 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

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

data entry is complete by the quarterly/annual deadline.

- 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.

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

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].

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

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.

Additional Provisions—Exhibit E – Rev. 5/2012
AREA PLAN

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.