

Special Terms and Conditions - Exhibit D  
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.).

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**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

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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.).

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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.

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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.

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**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.

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**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

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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



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**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.

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**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;

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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:

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**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.

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**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)

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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;

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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.

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**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.



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**ARTICLE XI. INSURANCE (Continued)**

2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
  3. If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - \$750,000 if seating capacity is under 8
    - \$1,500,000 if seating capacity is 8 – 15
    - \$5,000,000 if seating capacity is over 15unless otherwise amended by future regulation.
  4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
  2. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
  3. The Department shall be named the certificate holder and the address must be listed on the certificate.

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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  
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**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

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**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

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**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):

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- 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.

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**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](http://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

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**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.



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**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)**

3. The Office on Aging certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**B. Rights in Data**

1. The Office on Aging shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Department. The Department may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to the provisions of Article XVIII and Article XIX of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by Office on Aging shall: (a) state "The materials or product were a result of a project funded by a contract with the California Department of Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

# EXHIBIT E

**Additional Provisions – Exhibit E**

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

- A. General Assurances. The Contractor shall assure that the following conditions are met:
1. Services are provided only to the defined Eligible Service Population.
  2. Funds will be made available only for the support of activities specified in compliance with County, State and federal laws and regulations.
  3. In providing services to a family caregiver, or a grandparent or older individual who is a relative caregiver, priority shall be given for services to Older individuals with greatest social and economic need; older individuals providing care and support to persons with mental retardation and related developmental disabilities (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001), consistent with the requirements of Section 305(a)(2)(E) of the OAA, which assure that preference also will be given to low-income minority individuals and older individuals residing in rural areas. [OAA Section 373 (c)(2)]
  4. An individual's receipt of services under the In-Home Supportive Services Program (Article 7, commencing with Section 12300, Part 3, Division 9) shall not be the sole cause for denial of any services provided by contractor.
  5. Services shall not be denied to any Title III or VII client that does not contribute toward the cost of services received.
  6. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.
  7. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service.
  8. Cost sharing shall not be implemented for any Title III and Title VII service until so notified by the Office on Aging.
  9. The Contractor shall participate in the preparation and implementation of a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. This plan shall be coordinated with the overall County Office of Emergency Services Plan and shall conform to any statewide requirements issued by the Department or any other appropriate federal agency.

## Additional Provisions – Exhibit E

10. The Contractor shall notify the County's Disaster Coordinator annually or whenever a change occurs the name of the individual formally designated as the Disaster Coordinator.

### B. Assurances Specific to the Ombudsman Program:

The Contractor shall assure the following:

1. Representatives of the Local Ombudsman Program and members of their immediate family shall be free of conflicts of interest and not stand to gain financially through the following:
  - a. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility. [OAA 712(f).
  - b. An action or potential action brought on behalf of individuals the Program serves. [OAA 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 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

## Additional Provisions – Exhibit E

- 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 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 [OAA 705(a)(4)]. 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 expenditures by the Contractor specific to the Ombudsman program. [WIC 9701 (e)].

### 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 OoA and the California Department of Aging. [OAA 712(C); WIC 9716].
- C. Assurances Specific to Legal Assistance Providers.

The Contractor shall assure that the following conditions are met:

1. The contract between the Contractor, a Long-Term Care Ombudsman Program, and a Legal Services Assistance Provider shall contain a provision for support of the Ombudsman Program staff and volunteers by the Legal Services Assistance Provider. The Contractor further assures that the subcontract shall require the Legal Services Assistance Provider enter into a Memorandum of Understanding with the Ombudsman Program wherein the Legal Assistance Provider shall provide advice to Ombudsman Program staff and volunteers.
2. Waiver of this part can be obtained from the County pursuant to Exhibit D, Article XV., of this Agreement entitled, "Revisions, Waivers, or Modifications."

## Additional Provisions – Exhibit E

### ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports in accordance with County requirements to the Riverside County Office on Aging, 6296 Rivercrest Drive, Suite K. Riverside, CA 92507.
- B. The Contractor shall assure that all data submitted is timely, complete, accurate, and verifiable using the Contractor approved reporting procedures.
- C. The Contractor shall have written reporting procedures specific to each program which include:
  1. Collection and reporting of program data for the Contractor and subcontractor;
  2. Ensuring accuracy of data from the Contractor and subcontractor intake/assessment process through reporting to the Data Team;
  3. Verification of Contractor and subcontractor data prior to submission to the Data Team;
  4. Correction procedures for Contractor and subcontractor; and
  5. A method for collecting and reporting estimated unduplicated client counts (if applicable) and demographics for each non-registered service, total non-registered services, and total for all services (registered and non-registered).
- D. Contractor shall train and orient staff regarding program data collection and reporting requirements. Reporting provisions specific to Community Based Contracts, Title III B, III C, & III E include:
  1. The Contractor must submit program data reports to the Data Team, according to the following contract and the frequency listed:
    - a. Community Based Services:  
Senior Companion Program
      - i. FORM 1 – Monthly Request for Funds/ Report of Expenditures
      - ii. FORM 2 – Monthly Matching Report
      - iii. FORM 3 – Quarterly Report
    - b. Brown Bag Program
      - i. BROWN BAG FORM 1 – Brown Bag Monthly Activity Report
      - ii. BROWN BAG FORM 2 – Monthly Report of Expenditures & Request for Funds
      - iii. BROWN BAG FORM 3 – Volunteer Application as needed
      - iv. BROWN BAG FORM 4 – Participant Application as needed
      - v. BROWN BAG FORM 5 – FY Year End Closeout Report
    - c. ADCRC
      - i. ADCRC FORM 1: Monthly Request for Funds/ Report of Expenditures
      - ii. ADCRC FORM 2: Monthly Matching Report
      - iii. ADCRC FORM 3: Monthly Program Report (2 pages)
      - iv. ADCRC FORM 4: New Senior Intake/ Screen Form
      - v. ADCRC FORM 5: Monthly Client Services Report

## Additional Provisions – Exhibit E

- d. Title IIIB & VII
  - i. OoA FORM 1 – Request for Reimbursement/ Expenditure Report (3 pages)
    - PAGE 1 – REQUEST FOR REIMBURSEMENT
    - PAGE 2 – EXPENDITURE REPORT
  - ii. OoA FORM 2 – New Senior Intake Form (100 x) (2 PAGES)
  - iii. OoA FORM 3 – Monthly Supportive Service Report (2 Pages)
    - PAGE 1 - MONTHLY SUPPORTIVE SERVICE REPORT
    - PAGE 2 – MONTHLY SUPPORTIVE SERVICE REPORT (TAGS)
    - OoA FORM 4 - Monthly Client Services Report (2 Pages)
    - PAGE 1 – MONTHLY CLIENT REPORT
  - iv. OoA FORM 5 – Service Provider Closeout Report (5 Pages)
    - PAGE 1 – Service Provider Closeout Report
  
- e. Ombudsman Initiative
  - i. OoA FORM 1 – Request for Reimbursement/ Expenditure Report (2 Pages) If more than one service, Still called Form OoA Form 1 but put name of service. Example: FORM 1 Ombudsman Facility Visits Reimb/Expenditure..... and Example: FORM 1 Ombudsman Volunteer Initiative Reimb/Expenditure.....As Ombudsman Volunteer Initiative has an individual (different) Reimbursement form.
    - REIMBURSEMENT INSTRUCTION (PROCEDURES)
  - ii. OoA FORM 2 - Monthly Supportive Services Report
  - iii. OoA FORM 3 - Monthly Client Services Report and Instructions
  - iv. OoA FORM 4 - New Senior Intake Form (100X)
  - v. OoA FORM 5 - Annual Close-Out Report and Instructions (Total 4 Pages)
  
- f. Title IIIC: C1 & C2
  - i. FORM 1 – Monthly Expenditure and Reimbursement Report & Instructions (4 Pages Total)
  - ii. FORM 2a – Monthly Congregate Meal Count (includes unit verification)
  - iii. FORM 2b – Monthly Congregate Total Meal Count (includes unit verification)
  - iv. FORM 3a – Monthly Home-Delivered Meal Count
  - v. FORM 3b – Monthly Home Delivered Total Meal Count
  - vi. FORM 4 - Monthly Congregate Meals Nutrition Site Report (Title III C1)
  - vii. FORM 5 - Monthly Home-Delivered Meals Site Report (Title III C2)
  - viii. FORM 6 - Congregate Race/ Origin Monthly Figures
  - ix. FORM 7 - Home-Delivered Race/ Origin Monthly Figures
  - x. FORM 8 - Monthly Client Services Report
  - xi. FORM 9 - New Senior Intake Form (4 Pages)
  - xii. FORM 10 – Notice of Senior Discontinuing Home-Delivered Meal Service
  - xiii. FORM 11 – Close-Out Report
  
- g. Title IIIE
  - i. OoA FORM 1 – Request for Reimbursement/ Expenditure Report (3 Pages)
    - PAGE 1 – REQUEST FOR REIMBURSEMENT
  - ii. OoA FORM 2 – New Senior Intake Form (100 x) (2 PAGES)
  - iii. OoA FORM 3 – Monthly Service Report (3 Pages)
    - PAGE 1 - MONTHLY SERVICE REPORT
    - PAGE 2 - MONTHLY SERVICE REPORT (TAGS)
  - iv. OoA FORM 4 - Monthly Profile Report (2 Pages)

## Additional Provisions – Exhibit E

- v. OoA FORM 5 - Monthly Client Services Report (2 Pages)
  - PAGE 1 – MONTHLY PROFILE REPORT
- vi. OoA FORM 6 – Service Provider Close-Out Report
  - PAGE 1 – MONTHLY CLIENT REPORT
  - PAGE 1 – SERVICE PROVIDER CLOSE-OUT REPORT
- vii. FCSP Monthly Service and Monthly Profile Report (CDA 272 & 273) monthly.

Monthly reports are due the 5<sup>th</sup> working day of every month. For late reports, the Contractor shall submit a written explanation to the OoA by the 5<sup>th</sup> of the month. This written explanation shall include the reasons for the delay and the date the report will be submitted.

## ARTICLE III. APPEAL PROCESS

- A. If the Contractor disputes the administration of this Agreement, either fiscal or non-fiscal, the Contractor shall use the appeal procedure established by the County. Unless the County notifies the Contractor of a different stated time, the Contractor shall file an appeal within thirty (30) days of the disputed action.
- B. Costs of administration or court review are not reimbursable.

## ARTICLE IV. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

### A. Transition of Local Ombudsman Services

Contractor shall assure that the 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 Contractor shall notify the County in writing in response to the following:

- 1. Within three working days of either a Contractor written notice of intent to terminate responsibility for Local Ombudsman services, and

### B. Transition Plan

- 1. Contractor shall submit a Transition Plan (TP) within 15 days from delivery of the following:
  - a. Written notice to the County of the contractor's intent to terminate Ombudsman services;
  - b. Written notice to the contractor of the County's intent to terminate the contract for Ombudsman services; or
  - c. Written notice to the Contractor of the State Termination of the Contract, in whole or, from time to time, in part related to the provision of Ombudsman services.



## Additional Provisions – Exhibit E

2. Contractor 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 Contractor, utilizing experienced State Certified Ombudsman Representatives and a Local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.
  - b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to a Request for Proposals requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the State Ombudsman to carry out Ombudsman duties with respect to the planning or service area.
3. The 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.
  - 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.

Amendment Number:

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

Riverside County Agency Name  
Office on Aging

Contractor Name  
INLAND CAREGIVER RESOURCE CENTER

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

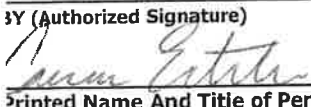

3. Maximum amount of this Agreement: \$64,300.00  
Sixty Four Thousand Three Hundred

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

- Attachment(s) A Scope of Work
- Attachment B Individual Contractor Allocations
- Attachment C Contract Budget
- Exhibit A
- Exhibit B
- Exhibit D
- Exhibit E


Insurance Certificates General Liability and Vehicle require additionally insured letter

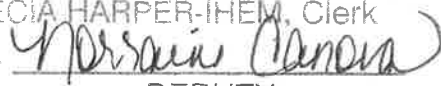
**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>Contractor</b>		<b>County of Riverside</b>	
Contractor Name: INLAND CAREGIVER RESOURCE CENTER		Agency Name:	
BY (Authorized Signature) 	Date Signed <u>5/12/11</u>	BY (Authorized Signature) 	Date Signed <u>7/12/2011</u>
Printed Name And Title of Person Signing <u>Carmen Estrada, Executive Director</u>		Printed Name And Title of Person Signing <b>BOB BUSTER CHAIRMAN, BOARD OF SUPERVISORS</b>	
Address  <u>1430 E. Cooley Dr., Suite 124 Colton, CA 92324</u>		Address	

FORM APPROVED COUNTY COUNSEL  


By: Neal R. Kipnis

  
Purchasing: Mark Seiler, Assistant Director

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By   
DEPUTY

JUL 12 2011 3.34

**ATTACHMENT(S) A  
SCOPE OF SERVICES**

## ATTACHMENT A

### SCOPE OF SERVICES (Inland Caregiver Resource Center)

FY 2011/2012

#### SPECIFIC SERVICE CONTRACT REQUIREMENTS

**Definition:**

**Family Caregiver** – This term refers to an adult family member, or another individual, who is informal, non-paid, provider of in-home and community care to a person aged 60 or older.

#### Caregiver Criteria

**Eligible for Title III E Funded Services**

**18 or older**

**An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual (“Older individual” is defined as one who is 60 or older.) Meets eligibility criteria for Older Americans Act programs, Title III, Part E, Section 372(2).**

#### Care Receiver Criteria

**Qualifies the Caregiver to Receive Title III E Funded Services**

**60 or older**

**Meets eligibility criteria for Older Americans Act programs, Title III, Part E, Section 373(a)(1) and Title I, Section 102(28).**

#### Title III-E

**Eligibility-Section 373©(1)** – states that in order for a family caregiver or older individual who is a relative caregiver, to be eligible to receive services, they must meet the definitions of the law when providing care to an older individual, the older individual must meet the conditions specified in OOA, Section 102 (28), which states:

“The term “frail” means with respect to an older individual in a state that the older individual is determined to be functionally impaired because the individual (A)(i) is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision; or (ii) at the option of the State, is unable to

perform at least three such activities without such assistance;  
 or (B) due to cognitive or other mental impairment,  
 requires substantial supervision because the individual  
 behaves in a manner that poses a serious health or  
 safety hazard to themselves or to another individual”.

**Priority: Section 373©(2)** – requires that in providing services to a family caregiver or older individual who is a relative caregiver, the State shall give priority for services to:

- Older individuals with greatest social need
- Older individuals with greatest economic need
- Older individuals providing care and support to  
 persons with mental retardation and related.  
 developmental disabilities (as defined in Section  
 102 of the Developmental Disabilities Assistance  
 and Bill of Rights Act)(42U.S.C. 6001)(referred  
 to in this subpart as “developmental disabilities”)  
 consistent with the requirements of OOA section  
 305(a)(2)(E) which assures that preference will  
 also be given to:
  - Low income minority individual and
  - Older individuals residing in rural area.

## 1. CAREGIVER PROGRAM SPECIFICATIONS

- A. **Program** : Access
- B. **Service** : Case Management

To provide assistance either in the form of access or care coordination in circumstances where caregivers are experiencing diminished functioning capacities, personal conditions or other characteristics, which require the provision of services by formal service providers. Activities of case management include assessing needs, developing care plans, authorizing services, arranging services, coordinating the provision of services among providers, follow-up and reassessment, as required.

1. Unit Measure: **1 Hour**
2. Units of service/Clients Served:
  - a. Units of Service to be Provided Under Contract: 372
  - b. Unit Rate: \$48.00
  - c. Number of New Clients to be Served: 145
  - d. Number of New Minorities to be Served: 35
  - e. Number of Clients in Target Groups: 35

PROVIDE ONE (1) SECTION(S) II, III, AND IV FOR EACH SERVICE PROVIDED  
(Case Management)

## II. INTAKE/SCREEN FORMS

If appropriate, Contractor shall utilize the “**New Senior Intake Form, 100x, (OoA Form 2)**”, to capture as much information about the “new” client as possible, and must take appropriate measures to ensure confidentiality of such client information. Currently, this practice is optional for Outreach services.

## III. STAFFING PLAN

**Attach to this Scope of Service an organization chart and job descriptions for key paid and volunteer staff.** Describe how non-English speaking clients will be served and what training will be available to staff.

An organization chart and job descriptions are attached. ICRC will provide 4 members of our staff to provide direct services to caregivers. Two of these are bilingual, English-Spanish. We will seek to arrange translation services for other non-English speaking clients. In-service training is regularly provided to staff on a variety of topics related to service provision including how to deal with difficult clients, improving care planning processes and information about specific diseases and how care of persons with these diseases complicates care. Staff will also attend local and regional conferences to improve their skills and knowledge. Below is a table illustrating the training ICRC staff is involved in throughout the year.

Type Of Training	Content	Frequency
ICRC Funding Sources	Description of funding sources, service areas, guidelines, procedures.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• June of each year</li> <li>• When State Budget passes</li> <li>• As needed</li> </ul>
HIPPA Laws	HIPPA Training and Certification required for each county.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• June of each year</li> <li>• December of each Year</li> <li>• As needed</li> </ul>
CDA Security Awareness	To understand information security responsibilities and the consequences of infractions, and to integrate information security practices into daily work.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• June of each year</li> <li>• December of each Year</li> <li>• As needed</li> </ul>
Suicide Protocol	Clinical understanding of steps that need to be taken if a client shows suicide ideations.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• Reviewed once a quarter</li> <li>• As needed</li> </ul>
Customer Service	The importance of treating any one calling ICRC with respect and how to communicate effectively with Family Caregivers of various ages and cultures.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• Reviewed once a quarter</li> <li>• As needed</li> </ul>
Child/Elder Abuse	ICRC staff is all mandated reporters. ICRC procedures on how to handle possible abuse scenarios. What to look for or hear for if a child or an adult is in danger.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• Reviewed once a quarter</li> <li>• As needed</li> </ul>

<p>Community Resources</p>	<p>Review of important community resources for family caregivers and information on ICRC collaborations/networking/partnerships to best meet client needs.</p>	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• Reviewed at every staff meeting for updates</li> <li>• As needed</li> </ul>
<p>ICRC Internal Policies</p>	<p>Policies and procedures for coordinating services which include case management, training, respite, counseling, assistive devices, legal consultations, support groups and trainings.</p>	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• As needed during weekly staff meetings.</li> </ul>

IV. PLAN OF ACTION

Briefly answer the following questions about the program/services to be provided under this Contract. If you use additional pages, please repeat the question(s) with your answers.

- A. Describe the day-to-day activities you will undertake to provide this service, i.e., how you will reach out to specific neighborhoods, how you will handle referrals, record keeping, etc.

To become an ICRC client, a family caregiver must have an intake. Once an intake has been completed the family caregiver also has the option of pursuing a family consultation. Information on the caregiver and care receiver is collected at the time of the initial call from the caregiver. All information necessary to complete the New Senior Intake Form is collected at this time. Pertinent information about the presenting problem and other issues of concern are also addressed in the initial call. During the intake the main concerns of the family caregiver are documented. They are also provided appropriate referrals to meet needs they may have that are not related to caregiving. Once the family caregiver expresses an interest in pursuing services, the case will be forwarded to family consultation so an in-home or over the phone in depth assessment can be scheduled. The social worker assigned to the case determines whether it will be more appropriate for the caregiver to have a face to face assessment or conduct the assessment over the phone. This determination is made after reviewing the family caregiver's needs and they are asked which they prefer.



The assessment is the most important step in being able to provide family caregivers with comprehensive services. Several things take place during this important step. The concerns the family caregiver voiced during the intake are addressed. Their caregiving situation will also be assessed. The family caregiver will be asked questions to determine their burden level and if they are suffering from depression. Their need for respite, educational workshops, emotional support and community referrals will also be evaluated. The social worker will develop a care plan with the help of the family caregiver. The family caregiver will then be introduced to completing a Power of Attorney, an Advanced Health Care Directive and an Emergency Plan. Lastly, during the assessment the care receiver's need for assistance with their activities and instrumental activities of daily living is discussed. Support services are fully reviewed.

One week after the in home assessment has taken place the social worker will complete a follow up call to revisit the care plan that was created. Family Caregivers will then be contacted every three months or more often if deemed appropriate to find out how services are working for them. The care plan created will be reevaluated and any new concerns will be discussed. In addition, the social worker will continue to work on increasing the informal supports that the family caregiver utilizes in caring for their loved one – exploring if other family members, friends or neighbors can be involved in helping to provide care. Follow up will be made to find out if the family caregiver followed through with referrals given by the social worker to other community programs and whether or not the respite offered has been used.

ICRC has created a fax referral form for our community partners to use authorizing ICRC to contact the prospective client and explain services. Referrals are welcomed, but we let referring individuals and organizations know that we prefer to have the family caregiver contact us directly. We will, however, follow-up within three working days with any referrals that we receive in which the referring agency has cleared with the caregiver that it is ok for us to contact them directly. We do not initiate contact with family caregivers on referrals from friends, relatives or other individuals within the community.

In addition, ICRC encourages client referrals while we are out holding training and education programs in the community. Another useful tool is the ICRC website [www.inlandcaregivers.com](http://www.inlandcaregivers.com) which has an on-line intake form for perspective clients to fill out and fax if they would like to be contacted.

There will be targeted outreach to African-American, Hispanic, South Pacific Islanders and other minorities. ICRC has been collaborating with various agencies to make this possible. The agency continues to work on a marketing plan to get minorities involved in ICRC services. Step one to make marketing supplies such as brochures, fact sheets, and poster boards culturally friendly were completed on July 1, 2010. The agency is now in a second phase which involves training staff on cultural awareness and competency.

Client confidentiality is maintained in all of our work and in our record keeping. Computer database files are kept secured on all clients receiving services. Case notes are stored on our computer server and hard copies of demographic and case notes are in a hard-copy file stored in a locked storage cabinet. Databases are used to collect information for reporting on clients and services.

B. Hours/days of operation:

The office of ICRC is open from 9 a.m. to 5 p.m. weekdays.

C. Describe the Riverside County geographic area your program will serve:

Countywide - Districts 1-5

D. Describe how you will find and serve, or involve members of target population groups:

After more than 26 years of serving family caregivers in Riverside County, ICRC knows the importance of providing services to family caregivers and seniors caring for persons with mental retardation and related developmental disabilities, with the greatest economic and social need, low income minorities and older adults residing in rural areas. ICRC is aware that priority clients may not know services exist or may refrain from pursuing services because services may be inaccessible. To actively target these groups, ICRC will do three things; it will work with collaborating agencies to seek referrals, conduct presentations where priority groups attend and connect with social workers that may already be providing case management to these groups.

ICRC is currently actively involved in the Inland Counties Caregiver Coalition, Multi Disciplinary Team, CARE Team, High Desert Resource Network and Inland Empire Disabilities Collaborative. A goal of these collaboratives is to not duplicate services. As a team, agencies can focus on priority clients needing support.

To reach family caregivers and seniors caring for persons with mental retardation and related developmental disabilities, ICRC will do presentations for the Regional Center, The Arc of California, and Community Access Center. ICRC will also work in partnership with social workers and case managers of these agencies that may already be providing services to these priority clients.

To reach senior caregivers with the greatest economic and social need the agency will collaborate with programs already providing some services to these clients. ICRC will work in conjunction with the IHSS program, Senior Companion Program, IEHP and Molina Health Plan as clients receiving services from these

agencies are low income. Presentations will be offered for staff working for the named agencies and any other agency interested in learning about ICRC services.

With the use of webcam technology, ICRC plans on reaching rural areas to offer case management. Additional emphasis will be made to identify and reach out to isolated, rural areas by first identifying key groups working in those communities and seeking their cooperation in some collaborative efforts to get caregivers involved using the technology to communicate with ICRC staff. ICRC is currently using geographical information systems technology to search for service areas needing more outreach.

In addition, a variety of public relations, marketing and networking tactics will be used to reach the target population. Staff will communicate with health clinics, pharmacies, churches, adult day cares, assisted living facilities and other areas where the target population might visit to enlist the support of these locations in helping us reach out to identify new clients. We will continue to identify key contacts, persons of influence and leaders in the communities we are serving to educate them about the program and needs of caregivers while enlisting their support in our outreach. The agency has also recently updated its brochure and staff business cards.

ICRC also uses the internet to conduct outreach. It sends periodic e-mail blasts, maintains an updated web site [www.inlandcaregivers.com](http://www.inlandcaregivers.com), has accounts at several social networking websites and has an online intake form available for perspective clients to download and send to the agency if they wish to be contacted. Through e-blasts the agency is able to spread the word about program updates and information about upcoming events. Family caregivers can also contact ICRC staff online through its chat feature in which questions can be posted. ICRC staff replies to posts within 24 hours. In addition, family caregivers can obtain a lot of useful information regarding caregiving topics and illnesses such as Alzheimer's on the ICRC website. Webinars and teleconferences are also made available online in case a family caregiver was not able to view them or listen live. For those who do not use the internet, ICRC mails flyers about upcoming events and monthly support groups.

- E. Describe how you will coordinate your program with other senior service providers in your community, i.e., transportation, housing, health providers, churches, civic groups, private industry, volunteer groups, etc. **Attach written agreements, subcontractor agreements, and memorandum of understandings.**

ICRC understands and fully supports the importance of collaborations when providing services to family caregivers. The agency collaborates with community based regional organizations by being a member of several coalitions and collaboratives in the Inland Empire that provide service to seniors and family caregivers.

ICRC is a founding member of the Inland Counties Caregiver Coalition. The Coalition is composed of the Inland Caregiver Resource Center, Alzheimer's Association, Community Senior Services, The Stroke Recovery Center, the Riverside Office of Aging, AARP and Riverside Medical Clinic Foundation, San Bernardino County Department of Aging and Adult Services, SCAN Health Plan, and two family caregivers. Each member provides services to family caregivers of adults that need assistance with at least 2 activities of daily living, that are elderly frail or that have a brain impairing condition. Members began meeting in August of 2009 with the common goal of wanting to plan two educational luncheons commemorating family caregivers during November which is National Family Caregiver Month. Since then, coalition members have collaborated in coordinating 10 educational conferences for family caregivers. In addition, members work together to refer clients and discuss cases which need an extensive amount of support so that as a team the needs of the family caregiver are addressed. Members of the coalition are committed to meeting the needs of family caregivers in the Inland Counties. They meet on a monthly basis.

In addition, the agency is also a part of the Association of Caregiver Resource Centers in California. The association is comprised of the 10 Caregiver Resource Centers across the State of California. ICRC also forms part of CARE Team meetings hosted by the Riverside County Office on Aging. ICRC sends a staff member to these meetings on a monthly basis to share updates on services being offered to family caregivers and to learn about new resources that may assist clients.

ICRC is also a member of the Inland Empire Disabilities Collaborative (IEDC) and the Riverside Communities Diabetes Collaborative (RCDC). The IEDC is a collaborative of over 150 organizations providing services to people with disabilities in the Inland Empire. Members learn about resources available to people with disabilities and also work together in planning the yearly Disabilities Conference. The RCDC is formed by agencies interested in diabetes education and prevention. Members also learn about resources available and are able to participate in fund development workshops for nonprofit organizations. Meetings for both are also held on a monthly basis. ICRC is able to share information about current services for family caregivers and form relationships with other agencies benefiting clients.

ICRC also collaborates with agencies that may indirectly be providing services to family caregivers in the community. These collaborations include Loma Linda Adult Day Health Center, Somerford, Catholic Charities, Central City Lutheran Mission, Morongo Senior Center, Medi-Cal Consulting Services, Esther Wang Elder Law Attorney, Maxim Home Health, Home Instead Senior Care, HICAP, IHSS, IEHP, SCAN Health Plan, InterValley Health Plan, Emanuel Baptist Church, Harvest of Praise Baptist Church and many more. All of these agencies provide services to family caregivers or care receivers.

Lastly, staff also regularly visit senior centers, and make presentations to senior clubs and organizations. In working with other senior service providers, ICRC emphasizes the importance of making family caregiver referrals to ICRC so clients can obtain the case management they need. ICRC has created a fax referral form for our community partners to use authorizing ICRC to contact the prospective client and explain services. Referrals are welcomed, but referring individuals and organizations are informed that ICRC prefers to have the family caregiver contact the agency directly. The agency will, however, follow-up within three working days with any referrals received in which the referring agency has cleared with the family caregiver that it is ok for ICRC to contact them directly.

F. Include other pertinent\unique information about your program.

For over 26 years ICRC has promoted the prevention of premature placement of seniors 65 and older by providing respite, education, short term counseling, support groups, legal consultations and case management to family caregivers living in San Bernardino, Riverside, Inyo and Mono counties. ICRC's ability to serve family caregivers in the Inland Empire has been proven by the over 11,000 family caregivers it has provided services to since 1985. Despite the funding cuts to family caregiver support services, it is evident that the need for family caregiver support will continue to increase as our senior population increases. Even though it has experienced drastic budget cuts ICRC continues to do its best in meeting the needs of family caregivers. During the 2009-2010 fiscal year the agency conducted 352 new intakes, provided information and referral to 485 clients, conducted 203 initial home assessments, had 227 family caregivers participate in educational workshops, 95 support group meetings, put together 18 workshops and lead a collaboration of agencies to put on 3 luncheons honoring family caregivers in both Riverside and San Bernardino counties. The agency's website received 132,628 hits in one year. In addition it provided family caregivers with 6,690 hours of in home respite, 1104 hours of day care respite and 336 hours of 24 out of home placement respite in the 2009-2010 fiscal year. ICRC has the experience, expertise, collaborative strength, outreach knowledge and commitment needed to adequately and effectively serve the family caregiving population in the Riverside County.

2. A. **Program : Caregiver Support**B. **Service : Caregiver Support Group**

A group of three to twelve caregivers led by a competent facilitator, having the purpose of providing the caregivers with a forum to exchange "histories", information, encouragement, hope and support.

1. Unit Measure: **1 Hour Meeting**

2. Units of service/Clients Served:

- |    |   |                |
|----|---|----------------|
| a. | Units of Service to be Provided Under Contract: | <u>29</u> ✓    |
| b. | Unit Rate:                                      | <u>\$80.00</u> |
| c. | Number of New Clients to be Served:             | <u>34</u>      |
| d. | Number of New Minorities to be Served:          | <u>10</u>      |
| e. | Number of Clients in Target Groups:             | <u>10</u>      |

3. A. **Program : Caregiver Support**B. **Service : Caregiver Training**

A workshop or one-on-one session to assist caregivers to develop the skills necessary to perform caregiving activities including decision making and problem solving.

1. Unit Measure: **1 Contact**

2. Units of service/Clients Served:

- |    |   |                |
|----|---|----------------|
| a. | Units of Service to be Provided Under Contract: | <u>117</u> ✓   |
| b. | Unit Rate:                                      | <u>\$60.00</u> |
| c. | Number of New Clients to be Served:             | <u>75</u>      |
| d. | Number of New Minorities to be Served:          | <u>30</u>      |
| e. | Number of Clients in Target Groups:             | <u>25</u>      |

PROVIDE ONE (1) SECTION(S) II, III, AND IV FOR EACH SERVICE PROVIDED

(Caregiver Support Group, Caregiver Training )

II. INTAKE/SCREEN FORMS

If appropriate, Contractor shall utilize the “**New Senior Intake Form, 100x, (OoA Form 2)**”, to capture as much information about the “new” client as possible, and must take appropriate measures to ensure confidentiality of such client information. Currently, this practice is optional for Outreach services.

III. STAFFING PLAN

**Attach to this Scope of Service an organization chart and job descriptions for key paid and volunteer staff.** Describe how non-English speaking clients will be served and what training will be available to staff.

An organization chart and job descriptions are attached. ICRC will provide 4 members of our staff to provide direct services to caregivers. Two of these are bilingual, English-Spanish. We will seek to arrange translation services for other non-English speaking clients. In-service training is regularly provided to staff on a variety of topics related to service provision including how to deal with difficult clients, improving care planning processes and information about specific diseases and how care of persons with these diseases complicates care. Staff will also attend local and regional conferences to improve their skills and knowledge. Below is a table illustrating the training ICRC staff is involved in throughout the year.

Type Of Training	Content	Frequency
ICRC Funding Sources	Description of funding sources, service areas, guidelines, procedures.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• June of each year</li> <li>• When State Budget passes</li> <li>• As needed</li> </ul>
HIPPA Laws	HIPPA Training and Certification required for each county.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• June of each year</li> <li>• December of each Year</li> <li>• As needed</li> </ul>

**ATTACHMENT A**

<p><b>CDA Security Awareness</b></p>	<p>To understand information security responsibilities and the consequences of infractions, and to integrate information security practices into daily work.</p>	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• June of each year</li> <li>• December of each Year</li> <li>• As needed</li> </ul>
<p><b>Suicide Protocol</b></p>	<p>Clinical understanding of steps that need to be taken if a client shows suicide ideations.</p>	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• Reviewed once a quarter</li> <li>• As needed</li> </ul>
<p><b>Customer Service</b></p>	<p>The importance of treating any one calling ICRC with respect and how to communicate effectively with Family Caregivers of various ages and cultures.</p>	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• Reviewed once a quarter</li> <li>• As needed</li> </ul>
<p><b>Child/Elder Abuse</b></p>	<p>ICRC staff is all mandated reporters. ICRC procedures on how to handle possible abuse scenarios. What to look for or hear for if a child or an adult is in danger.</p>	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• Reviewed once a quarter</li> <li>• As needed</li> </ul>
<p><b>Community Resources</b></p>	<p>Review of important community resources for family caregivers and information on ICRC collaborations/networking/partnerships to best meet client needs.</p>	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• Reviewed at every staff meeting for updates</li> <li>• As needed</li> </ul>
<p><b>ICRC Internal Policies</b></p>	<p>Policies and procedures for coordinating services which include case management, training, respite, counseling, assistive devices, legal</p>	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• As needed during weekly staff meetings.</li> </ul>



	consultations, support groups and trainings.	
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#### IV. PLAN OF ACTION

Briefly answer the following questions about the program/services to be provided under this Contract. If you use additional pages, please repeat the question(s) with your answers.

- A. Describe the day-to-day activities you will undertake to provide this service, i.e., how you will reach out to specific neighborhoods, how you will handle referrals, record keeping, etc.

As mentioned staff is involved in various aging network groups, regularly visit senior centers, and make presentations to senior clubs and organizations. In our work with other senior service providers we stress the importance of making family caregiver referrals to ICRC so clients can obtain emotional support and training. We have created a fax referral form for our community partners to use authorizing ICRC to contact the prospective client and explain services. Non ICRC family caregivers are encouraged to attend support groups and training facilitated by ICRC. Once they have participated and they show an interest in pursuing ICRC services, staff on hand at the event collects needed caregiver and patient information through the use of a Brief Intake.

The ICRC website, [www.inlandcaregivers.com](http://www.inlandcaregivers.com), also has a calendar of support groups and trainings. Clients can ask questions about the events on line and request to be contacted. This is a useful tool to get client referrals and so clients can keep informed of what is taking place in their community.

ICRC currently has a mailing list of over 3000 family caregivers living in Riverside County which is used to promote the support groups and trainings ICRC conducts. The agency also creates public services announcements and is in communication with local newspapers so information about events and support groups reaches prospective clients. ICRC also does periodic e-mail blasts to promote events so community organizations are informed and can disperse information to their clients.

There will be targeted outreach to the Latino community in regards to support groups and trainings. Attendance at Spanish Speaking events has been low so ICRC is putting together a strategic plan to get other agencies involved in creating a strong solid network for the caregiving Latino Spanish speaking community.

The targeted outreach to African-American, Hispanic, South Pacific Islanders and other minorities also includes outreach for support groups and training. ICRC has

been collaborating with various agencies to make this possible. The agency continues to implement its marketing plan to get minorities involved in ICRC services. Step one to make marketing supplies such as brochures, fact sheets, and poster boards culturally friendly were completed on July 1, 2010. The agency is now in a second phase which involves training staff on cultural awareness and competency.

With the use of webinars and teleconferences we plan on reaching rural areas to offer support groups and training. Additional emphasis will be made to identify and reach out to isolated, rural areas by first identifying key groups working in those communities and seeking their cooperation in some collaborative efforts to get caregivers involved using the technology to communicate with ICRC staff.

Client confidentiality is maintained in all of our work and in our record keeping. Computer database files are kept secured on all clients receiving services. Case notes are stored on our computer server and hard copies of demographic and case notes are in a hard-copy file stored in a locked storage cabinet. Databases are used to collect information for reporting on clients and services.

Information on the caregiver and care receiver is collected at the time of the initial call from the caregiver. All information necessary to complete the New Senior Intake Form is collected at this time. Pertinent information about the presenting problem and other issues of concern are addressed in the initial call.

B. Hours/days of operation:

The office of ICRC is open from 8 a.m. to 5 p.m. weekdays.

C. Describe the Riverside County geographic area your program will serve:

Countywide - Districts 1-5

D. Describe how you will find and serve, or involve members of target population groups:

After more than 26 years of serving family caregivers in Riverside County, ICRC knows the importance of providing services to family caregivers and seniors caring for persons with mental retardation and related developmental disabilities, with the greatest economic and social need, low income minorities and older adults residing in rural areas. ICRC is aware that priority clients may not know services exist or may refrain from pursuing services because services may be inaccessible. To actively target these groups, ICRC will do three things; it will work with collaborating agencies to seek referrals, conduct presentations where

priority groups attend and connect with social workers that may already be providing case management to these groups.

ICRC is currently actively involved in the Inland Counties Caregiver Coalition, Multi Disciplinary Team, CARE Team, High Desert Resource Network and Inland Empire Disabilities Collaborative. A goal of these collaboratives is to not duplicate services. As a team, agencies can focus on priority clients needing support.

To reach family caregivers and seniors caring for persons with mental retardation and related developmental disabilities, ICRC will do presentations for the Regional Center, The Arc of California, and Community Access Center. ICRC will also work in partnership with social workers and case managers of these agencies that may already be providing services to these priority clients.

To reach senior caregivers with the greatest economic and social need the agency will collaborate with programs already providing some services to these clients. ICRC will work in conjunction with the IHSS program, Senior Companion Program, IEHP and Molina Health Plan as clients receiving services from these agencies are low income. Presentations will be offered for staff working for the named agencies and any other agency interested in learning about ICRC services.

With the use of webcam technology, ICRC plans on reaching rural areas to offer case management. Additional emphasis will be made to identify and reach out to isolated, rural areas by first identifying key groups working in those communities and seeking their cooperation in some collaborative efforts to get caregivers involved using the technology to communicate with ICRC staff. ICRC is currently using geographical information systems technology to search for service areas needing more outreach.

In addition, a variety of public relations, marketing and networking tactics will be used to reach the target population. Staff will communicate with health clinics, pharmacies, churches, adult day cares, assisted living facilities and other areas where the target population might visit to enlist the support of these locations in helping us reach out to identify new clients. We will continue to identify key contacts, persons of influence and leaders in the communities we are serving to educate them about the program and needs of caregivers while enlisting their support in our outreach. The agency has also recently updated its brochure and staff business cards.

ICRC also uses the internet to conduct outreach. It sends periodic e-mail blasts, maintains an updated web site [www.inlandcaregivers.com](http://www.inlandcaregivers.com), has accounts at several social networking websites and has an online intake form available for perspective clients to download and send to the agency if they wish to be contacted. Through e-blasts the agency is able to spread the word about program updates and information about upcoming events. Family caregivers can also contact ICRC

staff online through its chat feature in which questions can be posted. ICRC staff replies to posts within 24 hours. In addition, family caregivers can obtain a lot of useful information regarding caregiving topics and illnesses such as Alzheimer's on the ICRC website. Webinars and teleconferences are also made available online in case a family caregiver was not able to view them or listen live. For those who do not use the internet, ICRC mails flyers about upcoming events and monthly support groups.

- E. Describe how you will coordinate your program with other senior service providers in your community, i.e., transportation, housing, health providers, churches, civic groups, private industry, volunteer groups, etc. **Attach written agreements, subcontractor agreements, and memorandum of understandings.**

ICRC understands and fully supports the importance of collaborations when providing services to family caregivers. The agency collaborates with community based regional organizations by being a member of several coalitions and collaboratives in the Inland Empire that provide service to seniors and family caregivers.

ICRC is a founding member of the Inland Counties Caregiver Coalition. The Coalition is composed of the Inland Caregiver Resource Center, Alzheimer's Association, Community Senior Services, The Stroke Recovery Center, the Riverside Office of Aging, AARP and Riverside Medical Clinic Foundation, San Bernardino County Department of Aging and Adult Services, SCAN Health Plan, and two family caregivers. Each member provides services to family caregivers of adults that need assistance with at least 2 activities of daily living, that are elderly frail or that have a brain impairing condition. Members began meeting in August of 2009 with the common goal of wanting to plan two educational luncheons commemorating family caregivers during November which is National Family Caregiver Month. Since then, coalition members have collaborated in coordinating 10 educational conferences for family caregivers. In addition, members work together to refer clients and discuss cases which need an extensive amount of support so that as a team the needs of the family caregiver are addressed. Members of the coalition are committed to meeting the needs of family caregivers in the Inland Counties. They meet on a monthly basis.

In addition, the agency is also a part of the Association of Caregiver Resource Centers in California. The association is comprised of the 10 Caregiver Resource Centers across the State of California. ICRC also forms part of CARE Team meetings hosted by the Riverside County Office on Aging. ICRC sends a staff member to these meetings on a monthly basis to share updates on services being offered to family caregivers and to learn about new resources that may assist clients.

ICRC is also a member of the Inland Empire Disabilities Collaborative (IEDC) and the Riverside Communities Diabetes Collaborative (RCDC). The IEDC is a collaborative of over 150 organizations providing services to people with disabilities in the Inland Empire. Members learn about resources available to people with disabilities and also work together in planning the yearly Disabilities Conference. The RCDC is formed by agencies interested in diabetes education and prevention. Members also learn about resources available and are able to participate in fund development workshops for nonprofit organizations. Meetings for both are also held on a monthly basis. ICRC is able to share information about current services for family caregivers and form relationships with other agencies benefiting clients.

ICRC also collaborates with agencies that may indirectly be providing services to family caregivers in the community. These collaborations include Loma Linda Adult Day Health Center, Somerford, Catholic Charities, Central City Lutheran Mission, Morongo Senior Center, Medi-Cal Consulting Services, Esther Wang Elder Law Attorney, Maxim Home Health, Home Instead Senior Care, HICAP, IHSS, IEHP, SCAN Health Plan, InterValley Health Plan, Emanuel Baptist Church, Harvest of Praise Baptist Church and many more. All of these agencies provide services to family caregivers or care receivers.

Lastly, staff also regularly visit senior centers, and make presentations to senior clubs and organizations. In working with other senior service providers, ICRC emphasizes the importance of making family caregiver referrals to ICRC so clients can obtain the case management they need. ICRC has created a fax referral form for our community partners to use authorizing ICRC to contact the prospective client and explain services. Referrals are welcomed, but referring individuals and organizations are informed that ICRC prefers to have the family caregiver contact the agency directly. The agency will, however, follow-up within three working days with any referrals received in which the referring agency has cleared with the family caregiver that it is ok for ICRC to contact them directly.

- F. Include other pertinent\unique information about your program.

Support Groups and trainings are two very important services for ICRC. The knowledge and information gained by family caregivers at these events is very valuable. Often times it is what keeps family caregivers returning to ICRC to receive services. Although the agency has been cut in funding by both the State of California Department of Mental Health and the Riverside County Office on Aging, it will continue to do its best and follow best practice protocols to adequately meet the needs of family caregivers in Riverside County.

**A. Program : Respite**

**B. Service: Respite Care Services**

To provide temporary, substitute supports or living arrangements for a brief period of relief or rest for caregivers. It can be in the form of in-home respite, day care respite, or institutional respite for an overnight stay on an occasional or emergency basis.

**Specify** in-home, day care or institutional.

To provide guidance and casework support for caregivers by trained social workers or other professionals, in order to enable the caregiver to make more effective use of services.

1. Unit Measure: **1 Hour**
2. Units of service/Clients Served:
  - a. Units of Service to be Provided Under Contract: (1100 units) Day Care ✓  
 (1389 units) In-Home Care/Min. 4 hours ✓  
 (600 units) Institutional/Min. 24 hours
  - b. Unit Rate:
 

\$7.50	<u>Day Care</u>	✓
\$18.00	<u>In-Home Care</u>	✓
\$6.50	<u>Institutional</u>	
  - c. Number of New Clients to be Served: 35
  - d. Number of New Minorities to be Served: 15
  - e. Number of Clients in Target Groups: 15

**PROVIDE ONE (1) SECTIONS II, III, AND IV FOR EACH SERVICE PROVIDED**

(Respite, In-Home, Institutional)

**II. INTAKE/SCREEN FORMS**

If appropriate, Contractor shall utilize the “**New Senior Intake Form, 100x, (OoA Form 2)**”, to capture as much information about the “new” client as possible, and must take appropriate measures to ensure confidentiality of such client information. Currently, this practice is optional for Outreach services.

**III. STAFFING PLAN**

**Attach to this Scope of Service an organization chart and job descriptions for key paid and volunteer staff.** Describe how non-English speaking clients will be served and what training will be available to staff.

An organization chart and job descriptions are attached. ICRC will provide 4 members of our staff to provide direct services to caregivers. Two of these are bilingual, English-Spanish. We will seek to arrange translation services for other non-English speaking clients. In-service training is regularly provided to staff on a variety of topics related to service provision including how to deal with difficult clients, improving care planning processes and information about specific diseases and how care of persons with these diseases complicates care. Staff will also attend local and regional conferences to improve their skills and knowledge. Below is a table illustrating the training ICRC staff is involved in throughout the year.

Type Of Training	Content	Frequency
ICRC Funding Sources	Description of funding sources, service areas, guidelines, procedures.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• June of each year</li> <li>• When State Budget passes</li> <li>• As needed</li> </ul>
HIPPA Laws	HIPPA Training and Certification required for each county.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• June of each year</li> <li>• December of each Year</li> <li>• As needed</li> </ul>
CDA Security Awareness	To understand information security responsibilities and the consequences of infractions, and to integrate information security practices into daily work.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• June of each year</li> <li>• December of each Year</li> <li>• As needed</li> </ul>
Suicide Protocol	Clinical understanding of steps that need to be taken if a client shows suicide ideations.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• Reviewed once a quarter</li> <li>• As needed</li> </ul>
Customer Service	The importance of treating any one	<ul style="list-style-type: none"> <li>• At hire date</li> </ul>

**ATTACHMENT A**

	calling ICRC with respect and how to communicate effectively with Family Caregivers of various ages and cultures.	<ul style="list-style-type: none"> <li>• Reviewed once a quarter</li> <li>• As needed</li> </ul>
Child/Elder Abuse	ICRC staff is all mandated reporters. ICRC procedures on how to handle possible abuse scenarios. What to look for or hear for if a child or an adult is in danger.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• Reviewed once a quarter</li> <li>• As needed</li> </ul>
Community Resources	Review of important community resources for family caregivers and information on ICRC collaborations/networking/partnerships to best meet client needs.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• Reviewed at every staff meeting for updates</li> <li>• As needed</li> </ul>
ICRC Internal Policies	Policies and procedures for coordinating services which include case management, training, respite, counseling, assistive devices, legal consultations, support groups and trainings.	<ul style="list-style-type: none"> <li>• At hire date</li> <li>• As needed during weekly staff meetings.</li> </ul>

**IV. PLAN OF ACTION**

Briefly answer the following questions about the program/services to be provided under this Contract. If you use additional pages, please repeat the question(s) with your answers.

- A. Describe the day-to-day activities you will undertake to provide this service, i.e., how you will reach out to specific neighborhoods, how you will handle referrals, record keeping, etc.

To become an ICRC client, a family caregiver must have an intake. Once an intake has been completed the family caregiver also has the option of pursuing a



family consultation. Information on the caregiver and care receiver is collected at the time of the initial call from the caregiver. All information necessary to complete the New Senior Intake Form is collected at this time. Pertinent information about the presenting problem and other issues of concern are also addressed in the initial call. During the intake the main concerns of the family caregiver are documented. They are also provided appropriate referrals to meet needs they may have that are not related to caregiving. Once the family caregiver expresses an interest in pursuing services, the case will be forwarded to family consultation so an in-home or over the phone in depth assessment can be scheduled. The social worker assigned to the case determines whether it will be more appropriate for the caregiver to have a face to face assessment or conduct the assessment over the phone. This determination is made after reviewing the family caregiver's needs and they are asked which they prefer.

The assessment is the most important step in being able to provide family caregivers with comprehensive services. Several things take place during this important step. The concerns the family caregiver voiced during the intake are addressed. Their caregiving situation will also be assessed. The family caregiver will be asked questions to determine their burden level and if they are suffering from depression. Their need for respite, educational workshops, emotional support and community referrals will also be evaluated. The social worker will develop a care plan with the help of the family caregiver. The family caregiver will then be introduced to completing a Power of Attorney, an Advanced Health Care Directive and an Emergency Plan. Lastly, during the assessment the care receiver's need for assistance with their activities and instrumental activities of daily living is discussed. Support services are fully reviewed.

One week after the in home assessment has taken place the social worker will complete a follow up call to revisit the care plan that was created. Family Caregivers will then be contacted every three months or more often if deemed appropriate to find out how services are working for them. The care plan created will be reevaluated and any new concerns will be discussed. In addition, the social worker will continue to work on increasing the informal supports that the family caregiver utilizes in caring for their loved one – exploring if other family members, friends or neighbors can be involved in helping to provide care. Follow up will be made to find out if the family caregiver followed through with referrals given by the social worker to other community programs and whether or not the respite offered has been used.

If it is determined during the intake and family consultation that there is an immediate need for respite, the family consultant will begin coordinating services based on the care receivers need for assistance with their activities and instrumental activities of daily living. The number of respite hours authorized will be determined based on the outcomes of the initial assessment. The family caregiver will be given the options of getting in home personal care for their loved one, having them go to an Adult Day Care, having them placed over night in a

facility or having a companion visit the care receiver. ICRC will sub-contract with home health care agencies, assisted living facilities and adult day cares to cover the county and provide these services as they are needed. The agency will also take into consideration respite available through outside agencies.

Once respite has been awarded the family consultant will create a respite plan with the family caregiver to delineate what form of respite will be used and how the time off will be spent. The family consultation will follow up with the family caregiver and the respite provider every two weeks through the duration of the respite to make sure it is being used in accordance with the respite plan. The family caregiver has the right to modify their respite plan to meet the need of their loved ones and themselves.

Through respite both the care receiver and the caregiver benefit. The caregiver is given time off to rejuvenate and continue to care for their loved one at home. The care receiver can continue to have their needs met. This will prevent the early placement of the care receiver who wishes to stay in their own home. Respite will be provided on an intermittent, occasional or on an emergency basis to respond to the individual needs and preferences of the family caregiver and their loved ones.

B. Hours/days of operation:

The office of ICRC is open from 8 a.m. to 5 p.m. weekdays.

C. Describe the Riverside County geographic area your program will serve:

Countywide - Districts 1-5

D. Describe how you will find and serve, or involve members of target population groups:

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In addition, a variety of public relations, marketing and networking tactics will be used to reach the target population. Staff will communicate with health clinics, pharmacies, churches, adult day cares, assisted living facilities and other areas where the target population might visit to enlist the support of these locations in helping us reach out to identify new clients. We will continue to identify key contacts, persons of influence and leaders in the communities we are serving to educate them about the program and needs of caregivers while enlisting their support in our outreach. The agency has also recently updated its brochure and staff business cards.

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those who do not use the internet, ICRC mails flyers about upcoming events and monthly support groups.

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In addition, the agency is also a part of the Association of Caregiver Resource Centers in California. The association is comprised of the 10 Caregiver Resource Centers across the State of California. ICRC also forms part of CARE Team meetings hosted by the Riverside County Office on Aging. ICRC sends a staff member to these meetings on a monthly basis to share updates on services being offered to family caregivers and to learn about new resources that may assist clients.

ICRC is also a member of the Inland Empire Disabilities Collaborative (IEDC) and the Riverside Communities Diabetes Collaborative (RCDC). The IEDC is a collaborative of over 150 organizations providing services to people with disabilities in the Inland Empire. Members learn about resources available to people with disabilities and also work together in planning the yearly Disabilities Conference. The RCDC is formed by agencies interested in diabetes education

and prevention. Members also learn about resources available and are able to participate in fund development workshops for nonprofit organizations. Meetings for both are also held on a monthly basis. ICRC is able to share information about current services for family caregivers and form relationships with other agencies benefiting clients.

ICRC also collaborates with agencies that may indirectly be providing services to family caregivers in the community. These collaborations include Loma Linda Adult Day Health Center, Somerford, Catholic Charities, Central City Lutheran Mission, Morongo Senior Center, Medi-Cal Consulting Services, Esther Wang Elder Law Attorney, Maxim Home Health, Home Instead Senior Care, HICAP, IHSS, IEHP, SCAN Health Plan, InterValley Health Plan, Emanuel Baptist Church, Harvest of Praise Baptist Church and many more. All of these agencies provide services to family caregivers or care receivers.

Lastly, staff also regularly visit senior centers, and make presentations to senior clubs and organizations. In working with other senior service providers, ICRC emphasizes the importance of making family caregiver referrals to ICRC so clients can obtain the case management they need. ICRC has created a fax referral form for our community partners to use authorizing ICRC to contact the prospective client and explain services. Referrals are welcomed, but referring individuals and organizations are informed that ICRC prefers to have the family caregiver contact the agency directly. The agency will, however, follow-up within three working days with any referrals received in which the referring agency has cleared with the family caregiver that it is ok for ICRC to contact them directly.

F. Include other pertinent\unique information about your program.

Respite is ICRC's most popular service. It is evident in literature and research that respite helps prevent caregiver burnout. Respite is what many family caregivers need in order to tend to their own health, to obtain emotional support through a support group, and to attend a caregiver training. Although the agency has been cut in funding by both the State of California Department of Mental Health and the Riverside County Office on Aging, it will continue to do its best and follow best practice protocols to adequately meet the needs of family caregivers in Riverside County.

**ATTACHMENT B  
ALLOCATION**

ATTACHMENT B

Contracts for Services Fiscal Year 2011/2012  
Vendor #30169

Provider	Funding Source Project/Grant	Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	Dollar Amount	Total Contract Amount per Provider
Inland Caregiver Resource Center 1420 Cooley Drive, Suite 100 Colton, CA 92324	OA62636FY12	Title III E Access	Case Management	1 Hour	93.052	372	\$48.00	\$17,850.00	
	OA62718FY12	Title III E Caregiver Support	Caregiver Support Group	1 Hour Meeting	93.052	29	\$80.00	\$2,300.00	
	OA62721FY12	Title III E Caregiver Support	Caregiver Training	1 Contact	93.052	117	\$60.00	\$7,000.00	
	OA62834FY12	Title III E Respite	Respite Care Services (Day Care)	1 Hour	93.052	1,100	\$7.50	\$8,250.00	
	OA62834FY12	Title III E Respite	Respite Care Services (In-Home)	1 Client Served	93.052	1,389	\$18.00	\$25,000.00	
	OA62834FY12	Title III E Respite	Respite Care Services (Institutional) 24-Hr	1 Client Served	93.052	600	\$6.50	\$3,900.00	\$64,300.00

**ATTACHMENT C  
BUDGET**



**ATTACHMENT C**

**Contractor: INLAND CAREGIVER RESOURCE CENTER**

**Program and Service: Title III E - Access - Case Management**

MONTH:  
FY 2011-2012

SECTION B - REPORT OF EXPENDITURES							
BUDGET LINE ITEMS	1 OOA *CONTRACT BUDGET	2 PROGRAM INCOME	3 IN-KIND MATCH	4 CASH MATCH	5 OOA EXPENDED THIS MO.	6 OOA EXPENDED YTD	7 OOA BALANCE OF EXP.
<b>PERSONNEL</b>							
Family Consultants	9,000.00					0.00	9,000.00
Director (Supervision)	2,000.00					0.00	2,000.00
Administrative Staff	1,000.00						1,000.00
Volunteer Time			4,462.50				4,462.50
						0.00	0.00
Subtotal Personnel:	12,000.00	0.00	4,462.50	0.00	0.00	0.00	16,462.50
<b>FRINGE BENEFITS</b>							
Health/Dental/Vision	600.00					0.00	600.00
Worker's Comp	300.00						300.00
Federal/State Employer Taxes	300.00					0.00	300.00
						0.00	0.00
Subtotal Fringe Benefits	1,200.00	0.00	0.00	0.00	0.00	0.00	1,200.00
							0.00
<b>TRAVEL</b>							
	1,200.00					0.00	1,200.00
							0.00
<b>EQUIPMENT</b>							
						0.00	0.00
<b>SERVICE AND SUPPLIES (OTHER):</b>							
Accounting							0.00
Staff Training						0.00	0.00
Contracts/Consultants						0.00	0.00
Telephone	600.00					0.00	600.00
Postage	300.00					0.00	300.00
Advertising						0.00	0.00
Rent	1,950.00					0.00	1,950.00
Insurance	300.00					0.00	300.00
Utilities						0.00	0.00
Repair	300.00					0.00	300.00
Copying/Printing						0.00	0.00
Other						0.00	0.00
Subtotal Service & Supplies (Other)	3,450.00	0.00	0.00	0.00	0.00	0.00	3,450.00
<b>TOTAL COSTS</b>	17,850.00	0.00	4,462.50	0.00	0.00	0.00	22,312.50

**ATTACHMENT C**

**Contractor: INLAND CAREGIVER RESOURCE CENTER**

**Program and Service: Title III E - Caregiver Support - Support Group**

**MONTH:  
FY 2011-2012**

SECTION B - REPORT OF EXPENDITURES							
BUDGET LINE ITEMS	1 OOA *CONTRACT BUDGET	2 PROGRAM INCOME	3 IN-KIND MATCH	4 CASH MATCH	5 OOA EXPENDED THIS MO.	6 OOA EXPENDED YTD	7 OOA BALANCE OF EXP.
<b>PERSONNEL</b>							
Family Consultants	1,000.00					0.00	1,000.00
Director (Supervision)	240.00					0.00	240.00
Administrative Staff	300.00						300.00
Volunteer Time			575.00				575.00
Subtotal Personnel:	1,540.00	0.00	575.00	0.00	0.00	0.00	2,115.00
<b>FRINGE BENEFITS</b>							
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
Subtotal Fringe Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TRAVEL</b>							
						0.00	0.00
<b>EQUIPMENT</b>							
						0.00	0.00
<b>SERVICE AND SUPPLIES (OTHER):</b>							
Accounting						0.00	0.00
Staff Training						0.00	0.00
Contracts/Consultants	400.00					0.00	400.00
Telephone	120.00					0.00	120.00
Postage	120.00					0.00	120.00
Advertising						0.00	0.00
Rent						0.00	0.00
Insurance						0.00	0.00
Utilities						0.00	0.00
Repair						0.00	0.00
Copying/Printing	120.00					0.00	120.00
Other: Supplies/Refreshments						0.00	0.00
Subtotal Service & Supplies (Other)	760.00	0.00	0.00	0.00	0.00	0.00	760.00
<b>TOTAL COSTS</b>	2,300.00	0.00	575.00	0.00	0.00	0.00	2,875.00

**ATTACHMENT C**

**Contractor: INLAND CAREGIVER RESOURCE CENTER**

**Program and Service: Title III E - Caregiver Support - Training**

**MONTH:  
FY 2011-2012**

SECTION B - REPORT OF EXPENDITURES							
BUDGET LINE ITEMS	1 OOA *CONTRACT BUDGET	2 PROGRAM INCOME	3 IN-KIND MATCH	4 CASH MATCH	5 OOA EXPENDED THIS MO.	6 OOA EXPENDED YTD	7 OOA BALANCE OF EXP.
<b>PERSONNEL</b>							
Family Consultants	3,600.00					0.00	3,600.00
Director (Supervision)	600.00					0.00	600.00
Administrative Staff	600.00					0.00	600.00
Volunteer Time			1,750.00				1,750.00
Subtotal Personnel:	4,800.00	0.00	0.00	0.00	0.00	0.00	6,550.00
<b>FRINGE BENEFITS</b>							
							0.00
							0.00
							0.00
							0.00
Subtotal Fringe Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00
<b>TRAVEL</b>							
	600.00					0.00	600.00
							0.00
<b>EQUIPMENT</b>							
						0.00	0.00
							0.00
<b>SERVICE AND SUPPLIES (OTHER):</b>							
Accounting							0.00
Staff Training							0.00
Contracts/Consultants							0.00
Telephone	300.00						300.00
Postage	300.00						300.00
Advertising							0.00
Rent	500.00						500.00
Insurance							0.00
Utilities							0.00
Repair	200.00						200.00
Copying/Printing	300.00						300.00
Other: Lunch/Refreshments							0.00
Subtotal Service & Supplies (Other)	1,600.00	0.00	0.00	0.00	0.00	0.00	1,600.00
<b>TOTAL COSTS</b>	7,000.00	0.00	1,750.00	0.00	0.00	0.00	8,750.00

**ATTACHMENT C**

**Contractor: INLAND CAREGIVER RESOURCE CENTER**  
**Program and Service: Title III E - Respite - In Home**

**MONTH:**  
**FY 2011-2012**

SECTION B - REPORT OF EXPENDITURES	1	2	3	4	5	6	7
BUDGET LINE ITEMS	OOA *CONTRACT BUDGET	PROGRAM INCOME	IN-KIND MATCH	CASH MATCH	OOA EXPENDED THIS MO.	OOA EXPENDED YTD	OOA BALANCE OF EXP.
PERSONNEL							
Family Consultants	500.00					0.00	500.00
Director (Supervision)	500.00					0.00	500.00
Administrative Staff	500.00						500.00
Volunteer Time			6,250.00				6,250.00
Subtotal Personnel:	1,500.00	0.00	6,250.00	0.00	0.00	0.00	7,750.00
FRINGE BENEFITS							0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
Subtotal Fringe Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAVEL						0.00	0.00
EQUIPMENT						0.00	0.00
SERVICE AND SUPPLIES (OTHER):							0.00
Accounting						0.00	0.00
Staff Training						0.00	0.00
Contracts/Consultants	22,918.50					0.00	22,918.50
Telephone						0.00	0.00
Postage						0.00	0.00
Advertising						0.00	0.00
Rent	581.50					0.00	581.50
Insurance						0.00	0.00
Utilities						0.00	0.00
Repair						0.00	0.00
Copying/Printing						0.00	0.00
Other						0.00	0.00
Subtotal Service & Supplies (Other)	23,500.00	0.00	0.00	0.00	0.00	0.00	23,500.00
TOTAL COSTS	25,000.00	0.00	6,250.00	0.00	0.00	0.00	31,250.00

**ATTACHMENT C**  
**Contractor: INLAND CAREGIVER RESOURCE CENTER**  
**Program and Service: Title III E - Respite - Day Care**

MONTH:  
**FY 2011-2012**

SECTION B - REPORT OF EXPENDITURES							
BUDGET LINE ITEMS	1 OOA *CONTRACT BUDGET	2 PROGRAM INCOME	3 IN-KIND MATCH	4 CASH MATCH	5 OOA EXPENDED THIS MO.	6 OOA EXPENDED YTD	7 OOA BALANCE OF EXP.
<b>PERSONNEL</b>							
Family Consultants						0.00	0.00
Director (Supervision)						0.00	0.00
Administrative Staff						0.00	0.00
Volunteer Time			2,062.50			0.00	2,062.50
						0.00	0.00
Subtotal Personnel:	0.00	0.00	2,062.50	0.00	0.00	0.00	2,062.50
<b>FRINGE BENEFITS</b>							
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
Subtotal Fringe Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00
<b>TRAVEL</b>							
						0.00	0.00
							0.00
<b>EQUIPMENT</b>							
						0.00	0.00
<b>SERVICE AND SUPPLIES (OTHER):</b>							
Accounting							0.00
Staff Training						0.00	0.00
Contracts/Consultants	8,250.00					0.00	8,250.00
Telephone						0.00	0.00
Postage						0.00	0.00
Advertising						0.00	0.00
Rent						0.00	0.00
Insurance						0.00	0.00
Utilities						0.00	0.00
Repair						0.00	0.00
Copying/Printing						0.00	0.00
Other						0.00	0.00
Subtotal Service & Supplies (Other)	8,250.00	0.00	0.00	0.00	0.00	0.00	8,250.00
<b>TOTAL COSTS</b>	8,250.00	0.00	2,062.50	0.00	0.00	0.00	10,312.50

**ATTACHMENT C**

**Contractor: INLAND CAREGIVER RESOURCE CENTER  
Program and Service: Title III E - Respite - 24 Hour Care**

MONTH:  
FY 2011-2012

SECTION B - REPORT OF EXPENDITURES							
BUDGET LINE ITEMS	1 OOA *CONTRACT BUDGET	2 PROGRAM INCOME	3 IN-KIND MATCH	4 CASH MATCH	5 OOA EXPENDED THIS MO.	6 OOA EXPENDED YTD	7 OOA BALANCE OF EXP.
<b>PERSONNEL</b>							
Family Consultants	200.00					0.00	0.00
Director (Supervision)	150.00					0.00	0.00
Administrative Staff	150.00					0.00	0.00
Volunteer Time			975.00			0.00	0.00
						0.00	0.00
Subtotal Personnel:	500.00	0.00	975.00	0.00	0.00	0.00	975.00
<b>FRINGE BENEFITS</b>							
						0.00	0.00
						0.00	0.00
						0.00	0.00
						0.00	0.00
Subtotal Fringe Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00
<b>TRAVEL</b>						0.00	0.00
							0.00
<b>EQUIPMENT</b>						0.00	0.00
							0.00
<b>SERVICE AND SUPPLIES (OTHER):</b>							0.00
Accounting						0.00	0.00
Staff Training						0.00	0.00
Contracts/Consultants	3,250.00					0.00	3,250.00
Telephone	100.00					0.00	0.00
Postage	50.00					0.00	0.00
Advertising						0.00	0.00
Rent						0.00	0.00
Insurance						0.00	0.00
Utilities						0.00	0.00
Repair						0.00	0.00
Copying/Printing						0.00	0.00
Other						0.00	0.00
Subtotal Service & Supplies (Other)	3,400.00	0.00	0.00	0.00	0.00	0.00	3,250.00
<b>TOTAL COSTS</b>	3,900.00	0.00	975.00	0.00	0.00	0.00	4,225.00

**CERTIFICATE OF  
INSURANCE**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
09/01/2010

PRODUCER 909.793.2373 FAX 909.798.6983  
 Davis & Graeber Insurance Services, Inc.  
 License No. 0186657  
 470 E. Highland Ave, PO Box 40  
 Redlands, CA 92373

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Inland Caregiver Resource Center  
 1430 E. Cooley Dr #124  
 Colton, CA 92324-3952

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Great American Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	PAC560371806	07/29/2010	07/29/2011	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY	PAC560371806	07/29/2010	07/29/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG	\$
		GARAGE LIABILITY					\$
		<input type="checkbox"/> ANY AUTO					\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Operations of the Named Insured

Certificate Holder is an Additional Insured as respects to General Liability as required per written contract per form CG8224 12/01 on file with company

10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER.

CANCELLATION

Riverside County Office on Aging  
 its Officers, Agents & Employees  
 6296 Rivercrest Drive #K  
 Riverside, CA 92507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Peter Davis/ESS

ACORD 25 (2009/01) FAX: 697.4698

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Administrative Offices  
590 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1 513-289-6000

CG 82 24  
(Ed. 12/01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to SECTION II - WHO IS AN INSURED

##### E. AUTOMATIC ADDITIONAL INSURED(S)

a. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

(a) a written contract; or

(b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

(i) currently in effect or become effective during the term of this policy; and

(ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph A.(1) of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

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(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s) does not apply to that person or organization.

## 2. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8, is replaced with:

### 8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. if an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

## 3. NON-OWNED OR CHARTERED WATER-CRAFT

Section I - Coverages, Coverage A, Item 2.g.(2) is replaced with:

- (2) A watercraft you do not own that is:
  - (a) less than 51 feet long; and
  - (b) not being used to carry persons or property for a charge.

## 4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

SECTION V - DEFINITIONS Item 14, is replaced by:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
- e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

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**NON PROFIT PROFESSIONAL LIABILITY POLICY**  
THIS IS A CLAIMS MADE POLICY. PLEASE READ THIS POLICY CAREFULLY.

**NDO1037409G**

Renewal of Number

**UNITED STATES LIABILITY  
INSURANCE COMPANY**  
WAYNE, PENNSYLVANIA

.040051

ORIGINAL

No. **NDO1037409H**

**POLICY DECLARATIONS**

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS  
**Inland Caregiver Resource Center**  
**1420 E. Cooley Drive, #100**  
**Colton, CA 92324**

ITEM II. POLICY PERIOD: (MM/DD/YYYY)  
FROM **10/23/2010** TO **10/23/2011**

12:01 AM STANDARD TIME AT YOUR  
MAILING ADDRESS SHOWN ABOVE.

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH LIMITS OF LIABILITY ARE INDICATED.

**Coverage Part A. Non Profit Directors and Officers Liability**

ITEM III. LIMITS OF LIABILITY:

a. Non Profit Directors & Officers	<b>\$1,000,000</b>	EACH CLAIM
b. Non Profit Directors & Officers	<b>\$1,000,000</b>	IN THE AGGREGATE
c. Fiduciary Liability	<b>Not Covered</b>	EACH CLAIM

ITEM IV. RETENTION: **\$1,000** EACH CLAIM

ITEM V. PREMIUM: **\$2,071**

**Coverage Part B. Employment Practices Liability**

ITEM III. LIMITS OF LIABILITY:

a. Employment Practices	<b>\$1,000,000</b>	EACH CLAIM
b. Employment Practices	<b>\$1,000,000</b>	IN THE AGGREGATE

ITEM IV. RETENTION: **\$5,000** EACH CLAIM

ITEM V. PREMIUM: **\$645**

**NOTICE: DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.**

ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

DO-100 (04-07) Coverage Part A  
DO-101 (04-07) Coverage Part B

DO-207 (01-94) Failure to Maintain Insurance Excl. Endt  
DO-CA (04-07) California State Amendatory Endt  
USL-DOJ (04-07) Policy Jacket

Agent: **CHARITY FIRST INSURANCE SERVICES (CA) [1060]**

Date Issued: **10/22/2010**

By

*Thomas P. Kerney*  
Authorized Representative

USL-DOD (11/97)

# EMPLOYERS

EMPLOYERS COMPENSATION INS CO

WORKERS' COMPENSATION AND EMPLOYERS  
LIABILITY INSURANCE POLICY

Policy Number	Policy Period
	From To
FN 0329836 06	07/01/2010 07/01/2011 12:01 A.M. Standard Time at the described location

RENEWAL DECLARATION Transaction	
<b>INFORMATION PAGE</b>	
CARRIER NAME EMPLOYERS COMPENSATION INS CO NCCI Carrier # 41394 WCIRB CARRIER# 00441	Prior Policy Number FN 0329836 05
<b>Named Insured and Address</b>	<b>Agent Address</b>
INLAND CAREGIVER RESOURCE CENT 1420 COOLEY DR, #100 COLTON CA 92324	WARNER PACIFIC INSURANCE SERV 32110 AGOURA RD WESTLAKE VILLAGE, CA 91361-4026
	Telephone: 800-801-2300 1431000

Other Workplaces Not Shown Above:

See Schedule

Extended Named Insured:

See Schedule

FEIN # 330460833  
Legal Entity: CORPORATION  
Bureau/Risk ID: 2737737  
Unemployment Id Number:

ITEM 2. POLICY PERIOD is from 12:01 A.M., 07/01/2010 to 12:01 A.M., 07/01/2011 Standard Time at the insured's mailing address.

### ITEM 3. COVERAGE

A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: CA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 1,000,000	Each Accident
Bodily Injury by Disease	\$ 1,000,000	Policy Limit
Bodily Injury by Disease	\$ 1,000,000	Each Employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
All states EXCEPT monopolistic states

D. This policy includes these endorsements and schedules: See Endorsement Schedule.

### ITEM 4. PREMIUM

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit. See Extension of Information Page.

### CLASSIFICATIONS

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)

Minimum Premium	Deposit Premium	Total Estimated Annual Premium	Interim Adjustment of Premium
\$500	\$551.30	\$2,933	Annual

#### Servicing Office

EMPLOYERS COMPENSATION INS CO  
2001 CORPORATE CENTER DRIVE  
NEWBURY PARK, CA 91320-1400

Authorized Representative: 

Countersigned by: \_\_\_\_\_

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

07/07/2010

Group Code: \_\_\_\_\_

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Page 1 of 4



EMPLOYERS COMPENSATION INS CO  
 2001 CORPORATE CENTER DRIVE  
 NEWBURY PARK, CA 91320-1400

WORKERS' COMPENSATION AND EMPLOYERS  
 LIABILITY INSURANCE POLICY

Policy Number: FN 0329836 06
Named Insured: INLAND CAREGIVER RESOURCE CENT
Agent: WARNER PACIFIC INSURANCE SERV 1431000

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
California				
Rating Period: 07/01/2010 through 07/01/2011				
Site	00001			
8742	SALESPERSONS--OUTSIDE	1	0.930000	0.00
8810	CLERICAL OFFICE EMPLOYEES--N.O.C.	69,000	0.800000	552.00
8868	COLLEGES OR SCHOOLS--PRIVATE--NOT AUTOMOBILE SCHOOLS--PROFESSORS, TEACHERS OR ACADEMIC PROFESSIONAL EMPLOYEES	132,000	1.470000	1,940.00
9101	COLLEGES OR SCHOOLS--PRIVATE--NOT AUTOMOBILE SCHOOLS--ALL EMPLOYEES OTHER THAN PROFESSORS, TEACHERS OR ACADEMIC PROFESSIONAL EMPLOYEES--INCLUDING CAFETERIAS	1	7.740000	0.00
Site	00001 Total			\$ 2,492.00
Total of Sites for Rating Period				\$ 2,492.00
Rating Period Total				\$ 2,492.00
Rating Period: 07/01/2010 through 07/01/2011				
0930	WAIVER OF SUBROGATION			250.00
9898	EXPERIENCE MODIFICATION	2,742	1.000000	
0936	STATE W.C. FRAUD ASSESSMENT	2,802	0.003986	11.00
0935	STATE W.C. ADMINISTRATIVE ASSESSMENT	2,802	0.015166	42.00
0937	CA INSURANCE GUARANTY	2,802	0.020000	56.00
0938	CA UNINSURED EMPLOYERS FUND	2,802	0.001849	5.00
0939	CA SUBSEQUENT INJURY FUND	2,802	0.001050	3.00
0940	OSHF ASSESSMENT	2,802	0.003064	9.00
0943	LABOR ENFORCEMENT & COMPLIANCE	2,802	0.001924	5.00
9740	TERRORISM PREMIUM	201,002	0.030000	60.00
Rating Period Total				\$ 441.00
State Total				\$ 2,933.00
Policy Total				\$ 2,933.00

INSURED COPY

INSTALLMENT PAYMENT ENDORSEMENT

In addition to the deposit premium shown below as Installment 01, you agree to make the following installment payments on the date specified (if any).

These payments may be revised pursuant to a mid-term analysis of premium based on payrolls which you may be asked to submit to us.

Instalment Number	Date Due	Amount
01	08/01/2010	\$551.30
02	08/01/2010	\$264.63
03	09/01/2010	\$264.63
04	10/01/2010	\$264.63
05	11/01/2010	\$264.63
06	12/01/2010	\$264.63
07	01/01/2011	\$264.63
08	02/01/2011	\$264.63
09	03/01/2011	\$264.63
10	04/01/2011	\$264.66

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective at 12:01 AM standard time, forms a part of  
Policy No. Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative



EMPLOYERS COMPENSATION INS CO  
2001 CORPORATE CENTER DRIVE  
NEWBURY PARK, CA 91320-1400

WORKERS' COMPENSATION AND EMPLOYERS  
LIABILITY INSURANCE POLICY

Policy Number: FN 0329836 06
Named Insured: INLAND CAREGIVER RESOURCE CENT
Agent: WARNER PACIFIC INSURANCE SERV 1431000

### SITE LOCATION SCHEDULE

State CA 1  
INLAND CAREGIVER RESOURCE CENT  
1420 COOLEY DR, #100  
COLTON CA 92324

INSURED COPY



EMPLOYERS COMPENSATION INS CO  
2001 CORPORATE CENTER DRIVE  
NEWBURY PARK, CA 91320-1400

WORKERS' COMPENSATION AND EMPLOYERS  
LIABILITY INSURANCE POLICY

Policy Number: FN 0329836 06

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## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
CA	WC000000A	(11/95)	WC/EL INS. POLICY FORM BOOKLET
CA	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
CA	WC000421C	(9/08)	CATASTROPHE PREMIUM ENDORSE
CA	WC000422A	(9/08)	TERRORISM RISK INSURANCE PROG
CA	WC040301A	(3/98)	CA POLICY AMENDATORY END
CA	WC040360A	(11/99)	CA ELL AMENDATORY ENDORSEMENT
CA	WC990308A	(7/01)	DUTY TO DEFEND
CA	WC990316A	(1/04)	CA LIMITING RESTRICTING ENDORS
CA	WC990405A	(3/07)	INSTALLMENT PAYMENT ENDORSE
CA	WC990638B	(1/04)	CA CANCELLATION ENDORSEMENT

INSURED COPY



**BOARD RESOLUTION  
STATEMENT AND  
SIGNATURES**



1430 East Cooley Drive  
Suite 124  
Colton, California 92324

(909) 514-1404  
(800) 675-6694

www.inlandcaregivers.com

## INLAND CAREGIVER RESOURCE CENTER

### BOARD OF DIRECTORS

***"RESOLVED***, this 8<sup>th</sup> day of April, 2011, that the Board of Directors of Inland Caregiver Resource Center authorizes Carmen Estrada, Executive Director, to enter into, sign, execute and administer One Time Only contracts with Riverside County Office on Aging and San Bernardino County Department of Aging and Adult Services to provide services as specified in the Older American Act Title III-E, National Family Caregiver Support Program, for Fiscal Year 2010-11 for one-time-only funds and to do the same for contracts for 2011-12 and thereby to bind ICRC contractually under the terms and agreements of the contracts.

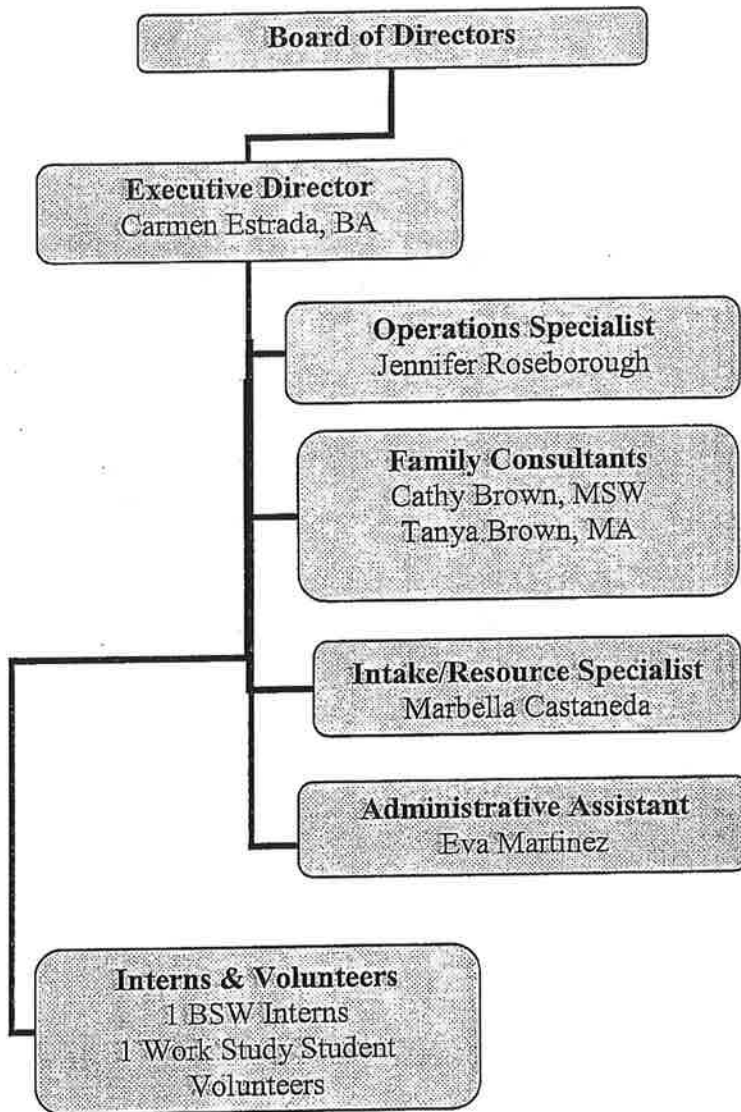
This is to certify that the resolution above was approved by the Board of Directors of Inland Caregiver Resource on April 8, 2011

  
Shannon Carlson  
Treasurer, Board of Directors

4/8/11  
April 8, 2011

# ORGANIZATIONAL CHART

Inland Caregiver Resource Center  
Organizational Chart



# EXHIBIT A

Scope of Work – Exhibit A  
AREA PLAN

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.
2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).
3. **Program Development** means activities that either establish a new service or expand or integrate existing services.
4. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-OAA funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
5. **Priority Services** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
6. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2005.
7. **Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2005.

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

ARTICLE I. DEFINITIONS (Continued)

8. **Nutrition Services Incentive Program (NSIP)** is the name for the United States Department of Agriculture (USDA) cash allotment or commodity program. The purpose of the program is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals.
9. **Title III D (Disease Prevention and Health Promotion Services)** means a variety of activities to maintain or improve the physical, mental, and nutritional health of older persons, to include the following specific activities: disease prevention, health promotion education, nutrition education, nutrition counseling, nutrition risk screening services, medication management, home security, equipment, family support, community education/advocacy, information, outreach, physical fitness, therapy, and comprehensive assessment.

Medication Management means “medication screening and education to prevent incorrect medication and adverse drug reactions” and is a required service with a separate funding allocation.

10. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
  - a. Voluntary contributions received from a participant or responsible party as a result of services.
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  - c. Royalties received on patents and copyrights from contract-supported activities.
  - d. Proceeds from sale of items fabricated under a contract agreement.
11. **One-Time-Only** include the following:
  - a. Titles III and VII federal funds allocated to the Office on Aging in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180). (Title 22 CCR 7314).
  - b. Title III and VII federal funds recovered from the Office on Aging as a result of a fiscal audit determination and resolution by the Department.

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

ARTICLE I. DEFINITIONS (Continued)

- c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the Department as a result of the federal re-allotment process.
- 12. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
- 13. **Eligible Service Population** for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

B. DEFINITIONS SPECIFIC TO TITLE III E—FAMILY CAREGIVER SUPPORT PROGRAM (FCSP)

- 1. **Program Requirements** means requirements found in the Older Americans Act (OAA), Title III, Part E, Sections 371 through 374.
- 2. **Eligible Service Population** for Title III E means:
  - a. A Family Caregiver
  - b. A Grandparent or Older Individual Who is a Relative Caregiver
- 3. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. "Family Caregiver" is used interchangeably with "informal caregiver". "Informal" means that the care is not provided as part of a public or private formal service program.

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

The broader term "Caregiver" as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an



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

individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

4. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA.
  - a. Lives with a child (but is not the older adult parent of the child or individual of any age with a disability);
  - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
  - c. Has legal relationship with child, as such legal custody or guardianship, or is raising the child informally.
  
5. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part, A Section 302(3); Title I, Section 102(22)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 7 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, continence, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.
  
6. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age or is an individual (of any age) with a disability.
  
7. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in 3 or more of the following areas of major life activity:

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

- a. Self-care,
- b. Receptive and expressive language,
- c. Learning,
- d. Mobility,
- e. Self-direction,
- f. Capacity for Independent Living,
- g. Economic self-sufficiency,
- h. Cognitive functioning, and
- i. Emotional adjustment.

8. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III, Part E, Section 373(e) (1), the Department has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

The following apply to the Respite service category above:

- a. "Respite Care" is the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).
- b. "Temporarily" means a brief period of relief or rest from a caregivers responsibilities during a limited time period, and could be provided on the following basis:
  - (1) Intermittent—Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;
  - (2) Occasional—Time off for the caregiver to attend a special event;

**Scope of Work – Exhibit A  
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- (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.

c. Title III E funds cannot be used to support the following activities:

- (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
- (2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly);
- (3) To supplement the service unit cost of “a participant day” at an adult day care program.

d. Title III E Supplemental Funds cannot be used to support the following activities:

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

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

- 1. **State Long-Term Care Ombudsman Program** means the CDA program recognized by the State Legislature and in compliance with the Older Americans Act and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B); WIC 9700, 9701(f)].
- 2. **Office of the Long-Term Care Ombudsman** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the Office on Aging. As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the

**Scope of Work – Exhibit A  
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elderly and advocacy services of similar nature that receive funding or official designation from the state. The Office analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The Office periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA 712(a)(1)(A), 712(a)(3)(C&F), 712(h); WIC 9710, 9716, 9717].

3. **State Ombudsman** means the individual who serves as the full-time head of the Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the Office on Aging, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including the Office on Aging responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA 21) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); WIC 9711].
4. **Local Ombudsman Program** means either a program of the Office on Aging or its subcontractor that is selected to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the planning or service area. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence. [OAA 711(3), 712(a)(5)(D); WIC 9701(a)].
5. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence. [OAA 712(a)(5)(A), 712(h)(5); 9701(e), 9719].
6. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to acceptance by the State Ombudsman for certification, the individual is required to complete a minimum of 36 hours

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

of training in accordance with policies and procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5); WIC 9719].

7. **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAA Section 712(a)(5)(B)(vii)]
8. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA Sections 102(35), 321(a)(10), WIC 9701(b). The Local Ombudsman Program may serve residents under 60 years of age if:
  - a. A majority of the residents of the facility where the younger person resides are over age 60, and
  - b. Such service does not weaken or decrease service to older individuals covered by the Older Americans Act [Policy of the Office of Elder Rights Projection, Administration on Aging; July 15, 1996].

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

1. **Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) (42 U.S.C. 3058i, OAA Section 721), including:
  - a. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
  - b. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
  - c. Ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
  - d. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the

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

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

- e. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
- f. Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;
- g. Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims;
- h. Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by the Department to be appropriate.

**ARTICLE II. SCOPE OF WORK**

- A. The Office on Aging shall perform the following for Title III, Title VII, and Community-Based Services Programs (CBSP) Programs:
  - 1. Implement the statutory provisions of the Title III and Title VII Programs (OAA, Section 306) in accordance with State and federal laws and regulations. The Office on Aging shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Department.
  - 2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

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

3. Meet the adequate proportion requirements for priority services as required under the OAA, Section 306(a)(2); and CCR, Section 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
  - a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity, and
  - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. The written record/documentation supporting expenditures of Program Development or Coordination activities must be kept on file by the Contractor for three years or until any audit is resolved, whichever is longer.
6. Meet the requirements under the OAA, Section 301(a)(1) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, Section 301(a)(2)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home and CBSP long-term care services as required under OAA, Section 301(a)(2)(D).
10. Maintain or improve Community-Based Services Program (CBSP) services to meet the physical and mental health of older persons, as required under the OAA, Section 361(a) through funding that includes Title III D Disease Prevention and Health Promotion.
11. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
12. If federal and/or State funds for meal programs increase, the number of Title III C-1 and C-2 meals served shall be maintained or increased. This

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

- contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
13. The Office on Aging shall enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
  14. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Office on Aging shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
  15. Annually conduct onsite program and fiscal monitoring; evaluate, and document subcontractor performance. [45 CFR Part 1321.11]
  16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.
  17. Distribute and maintain up-to-date Department requirements so that all responsible persons have ready access to standards, policies, and procedures.
  18. Provide program information and assistance to the public.
  19. Maintain a four-year Area Plan, with annual updates, as specified in Title 22 CCR, Sections 7300 through 7320. The Area Plan and annual updates are due by May 1 of each year and the year-end report is due by November 1 of each year. The annual update and year-end report shall be effective during the same term as this Agreement.
  20. Maintain a program data collection and reporting system as specified in Exhibit E.
  21. Limit expenditures for Title III E Supplemental Services to twenty (20) percent of the total Federal and Matching Non-Federal share FCSP allocation, as directed per guidance from Administration on Aging.
  22. Obtain prior approval of the Department for any units of service to be funded under the Title III E Supplemental Services "Other" Category, in accordance with Department policy.
  23. Expend not more than ten (10) percent of the total federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than 18 years of age in accordance with OAA Section 373(g)(2)(C).



**Scope of Work – Exhibit A**  
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24. Contract Title III case management services only to a public or non-profit agency, as required by the United States Code 42 Section 3026 (a)(8)(C).
  25. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the Office on Aging as specified in subsection (i), (ii), and (iii), of the United States Code 42 Section 3026 (a)(8)(C).
- B. The Office on Aging shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA 712(a)(5)(i); 9701(a)].
  2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA 712(a)(5)(B)(ii)].
  3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing the decision not to investigate and the reasons for the decision. [OAA 712(a)(5)(B)(iii); WIC 9701(a), 9720].
  4. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289, PC 4675, PC 4700 et seq.].
  5. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this contract. [OAA 712(c)].
  6. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA 712(a)(5)(B)(iv)].
  7. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA 712(a)(5)(B)(v)].
  8. Support the development of resident and family councils. [OAA 712(a)(5)(B)(vi)].

**Scope of Work – Exhibit A  
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9. Carry out other activities that the State Ombudsman determines to be appropriate, including periodic updating of a plan for maintaining an ongoing presence in long-term care facilities, and participation in special initiatives to recruit volunteers to serve as State Certified Ombudsman Representatives. [OAA 712(a)(5)(B)(vii)].
  10. Have the option to provide additional services, if they do not weaken or decrease required Ombudsman responsibilities and duties, including the following services:
    - a. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [WIC 9726.1(a)].
    - b. Promote visitation programs and other community involvement in long-term care facilities within the service area. [WIC 9726.1(b&d)].
    - c. Establish (in addition to support) resident, family and friends' councils. [WIC 9726.1(c)].
    - d. Present community education and training programs to long-term care facility staff, human service workers, and the general public about long-term care and residents' rights. [WIC 9726.1(e)].
    - e. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not eligible to receive the services of the State Long-Term Care Ombudsman Program. [WIC 9720].
- C. The Office on Aging shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Use Federal Citation Penalties Account to provide an increase in the number of certified volunteer Ombudsman staff and volunteers that provide services to residents living in Skilled Nursing Facilities (SNF) and Distinct Part SNFs in acute care hospitals. These programs provide staff and resources to recruit, hire, train, and manage additional volunteer certified Ombudsman volunteers. Allowable expenditures include: increased staffing, office space, equipment and furniture for new staff, increased utilities usage, additional funding for volunteer mileage, training, volunteer recognition activities, and materials and space to conduct community awareness activities.

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

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

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

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

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

- i. **Eligible Service Population** means: low-income volunteers aged 60 years and older, with an income that falls below the federal eligibility guidelines.
  - ii. Provide a tax-exempt stipend, a flexible work schedule of 15 to 40 hours per week, [45 CFR 25551.51] and other benefits that enable eligible volunteers to participate without incurring personal costs to themselves.
  - iii. Use a base funding for a Volunteer Service Year (VSY) calculated at a cost per VSY of \$4,675. [CNCS 2006 Programming for National Significance (PNS) Guidance]
  - iv. No minimum limitation on how the State allocation can be applied in the Volunteer Expense category.
  - v. If CNCS already has an approved federal SCP provider within the jurisdiction of the Contractor, that federal provider must be given an opportunity to accept the State-funded SC Program through a sole source contract.
  - vi. If the approved federal SC Program provider waives its interest in a State-funded SC Program, the Contractor must secure the approval of the CNCS to procure through the competitive bid process prior to issuing any Request for Proposal (RFP).
  - vii. Any RFP must be approved by the CNCS prior to release.
  - viii. Maintain a program data collection and reporting system as specified in Exhibit E.
  - ix. Conduct and document National Service Criminal History Checks on SC volunteers as well as grant-funded employees, who serve persons age 60 and older or individuals with disabilities. [Corporation for National and Community Service 45 CFR Part 2551 Subpart B.].
3. Brown Bag Program
- a. Operate, as a direct or contracted service, a state funded Brown Bag Program that meets the program standards set forth in the Brown Bag Manual, revised June, 1999, and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this Agreement.
  - b. Additional Provisions