

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

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

b. Additional Provisions

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

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

1. Needs Assessment

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

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what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

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

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

This group-needs assessment will serve as the basis for The Office on Aging determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

- b. The Office on Aging shall prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:
 1. Methodologies used.
 2. Findings regarding linguistic and cultural needs of non-English or LEP groups.
 3. Services proposed to address the needs identified and a timeline for implementation. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall maintain a record of the group-needs assessment on file at their location at all times during the term of this Agreement. (Title 22 CCR Section 98310, 98313)
2. Provision of Services
- a. The Office on Aging shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
 - b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

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1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group needs assessment, The Office on Aging shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)
- d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at their office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)
3. Compliance Monitoring
- a. The Office on Aging shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
 - b. The Office on Aging shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such

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

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

EXHIBIT B

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

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the Contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.(CCR, Title 2 Section 599.615 et seq.)
4. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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

C. Unexpended Funds

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

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ARTICLE I. FUNDS (Continued)

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. Limitation of State Liability

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

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

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ARTICLE I. FUNDS (Continued)

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

E. Interest Earned

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

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand services.
8. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Contractor, and used for costs of the ADCRC.

G. One-Time-Only Funds

1. Title III, VII, & III E and Supplemental Title III & VII federal Program One-Time-Only funds shall be used for one-time- only purposes and cannot be used to increase baseline needs. One-Time-Only funds may be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) & (b).
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title III B, III C-1, III C-2, and III E federal Administration One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

H. Matching Contributions

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

I. Area Plan Administration

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) and shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Contractor shall submit electronically a budget revision 30 days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Transfers
 - 1. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - 2. Transfer of State funds is allowable between Titles III B General Fund, III C-1 General Fund, III C-2 General Fund, and III D General Fund.
 - 3. Transfer of State funds is allowable between State Funded CBSP programs.
 - 4.
 - a. Funds may be transferred in accordance with this section without a formal contract amendment upon agreement of both parties when the total amount of the Agreement does not exceed the total amount of the latest executed Agreement.
 - b. Requests to transfer federal or State funds (including CBSP) must be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - c. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
 - 5. Transfer of funds cannot be processed or approved after the end of the specified contract period.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
9. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.
10. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.

G. Program Development or Coordination

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

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

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

B. Title III E

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

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

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

E. Nutrition Services Incentive Program (NSIP)

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ARTICLE III. PAYMENTS (Continued)

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

F. Financial Management Systems

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

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

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

ARTICLE IV. CLOSEOUT

- A.** The Financial Closeout Report (CDA 180) shall be submitted annually to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.
- B.** Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C.** During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

EXHIBIT D

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
 2. Scope of work, Exhibit A;
 3. Special terms and conditions Exhibit D;
 4. General terms and conditions, Exhibit C;
 5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
 6. Any other documents incorporated herein by reference.
- C. The Contractor shall comply with all applicable program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Contractor" means the Office on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
- F. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

Special Terms and Conditions - Exhibit D
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ARTICLE II. ASSURANCES

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

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

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

C. Nondiscrimination

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

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

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

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

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

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

**Special Terms and Conditions - Exhibit D
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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

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.).

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.

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.

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.

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)

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;

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 15

unless otherwise amended by future regulation.

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

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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):

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

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

B. Encryption on Portable Computing Devices

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

C. Disclosure

1. The Office on Aging shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Office on Aging shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Office on Aging shall not use such identifying information for any purpose other than carrying out the Office on Aging's obligations under this Agreement.
5. The Office on Aging shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Office on Aging may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Office on Aging may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Office on Aging accept such blanket authorization from any participant.

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

ARTICLE XVIII. Information Integrity and Security (Continued)

D. Training/Education

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

E. Health Insurance Portability and Accountability Act (HIPAA)

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

F. Contractor Confidentiality Statement

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

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed,, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The

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

ARTICLE XVIII. Information Integrity and Security (Continued)

The Office on Aging must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

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

I. Software Maintenance

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

J. Provisions of this Article

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

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
2. The Office on Aging may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Office on Aging in writing within sixty (60) days of receipt of the request. If the material is copyrighted with the consent of the Department, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

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
 - PAGE 1 – MONTHLY CLIENT REPORT
- vi. OoA FORM 6 – Service Provider Close-Out 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 5th working day of every month. For late reports, the Contractor shall submit a written explanation to the OoA by the 5th 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.

CONTRACT CONTENTS CHECKLIST
FISCAL YEAR 2011/2012

Contract with:

Inland Counties Legal Services

✓ **Check each box when complete**

Contract: (4) Signed Signature Pages: Four Signature Pages Only

Attachment A: (Scope of Services) Attachments A: Inland Counties Legal Services - Title(s) IIB

Attachment C: Budget Attachment C: Inland Counties Legal Services

Insurance Copies:

Attach a copy Certificate of Insurance

Expiration Dates

<input checked="" type="checkbox"/>	Workers Compensation	4/1/2012
* Requires additionally insured letter	<input checked="" type="checkbox"/> *Commerce General Liability	4/1/2012
	<input checked="" type="checkbox"/> *Vehicle Liability	4/1/2012
	<input type="checkbox"/> General Insurance	
	<input checked="" type="checkbox"/> Professional Liability	if applicable 9/1/2011

Board Resolution Stmt & Signatures Authorization to enter into agreement

Organizational Chart: Include names and job titles

AGENCY CONTRACTS REPRESENTATIVE PLEASE FILL OUT THIS CONTRACT CONTENTS CHECKLIST FORM COMPLETELY AND **RETURN WITH CONTRACT PACKAGE.**

*** Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds WILL be delayed.**

* Please provide the name(s) of the person(s) who complete the Monthly Reports and Reimbursements:

Lori Sparks 951-368-2535

Monthly Reports/Name/Phone Number

Lori Sparks 951-368-2535

Reimbursements/Name/Phone Number

imorales@icls.org

Please provide an email address for your agency

* Upon receipt of a complete and correct contract package, the contract will be executed and a copy sent to.

Gene C Morales *May 10, 2011*

SIGNATURE/DATE
(DIRECTOR OR DESIGNEE)

JUL 12 2011 3.34

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 COUNTIES LEGAL SERVICES

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

3. Maximum amount of this Agreement: \$65,453.00
Sixty Five Thousand Four Hundred Fifty-Three

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.

Contractor		County of Riverside	
Contractor Name: <u>INLAND COUNTIES LEGAL SERVICES</u>		Agency Name:	
BY (Authorized Signature) 	Date Signed <u>5-10-11</u>	BY (Authorized Signature) 	Date Signed <u>7/12/2011</u>
Printed Name And Title of Person Signing <u>Irene C. Morales, Executive Director</u>		Printed Name And Title of Person Signing BOB BUSTER CHAIRMAN, BOARD OF SUPERVISORS	
Address <u>1040 Iowa Ave., Suite 101 Riverside, CA 92507</u>		Address	

FORM APPROVED COUNTY COUNSEL

By: 
Neal R. Kipnis

Purchasing:


Mark Seiler, Assistant Director

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 Counties Legal Services)
FY 2011-2012

SPECIFIC SERVICE CONTRACT REQUIREMENTS

I. PROGRAM SPECIFICATIONS

A. Program #11 - Legal Assistance

Unit of Service One Hour

Definition - Provision or legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

1. Unit Measurement: One Hour
2. Units of Service/Clients Served:
 - a. Units of Service to be Provided Under Contract: 2,225
 - b. Unit Rate: \$ 29.03
 - c. Number of New Clients to be served: 625
 - d. Number of New Minorities to be served: 175
 - e. Number of Clients in Target Groups: 480

II. INTAKE/SCREEN FORMS

If applicable, Contractor should utilize the “**New Senior Intake Form**”, **100x, OoA Form 2**), or capture similar information for each **new** client served, and take appropriate measures to ensure client confidentiality.

III. STAFFING PLAN

Attached to this Scope of Service is an organization chart for key paid and volunteer staff. This scope describes how non-English speaking clients will be served and what training will be available to staff.

Direct Services: Managing Attorney, Staff Attorney I and II, Paralegal I, II and III, and support services provided by Legal Secretary I and II.

Administration: Executive Director, Controller, Senior Administrative Assistant/Grants Assistant,

and Technology Manager. The following Staffing Plan includes direct and in-kind support:

SENIORS LEGAL COMPONENT STAFFING PLAN			
Riverside Office	FTE	Indio Office	FTE
Managing Attorney - Supervision	.02	Managing Attorney - Supervision	.02
Staff Attorney	.05	Staff Attorney	.05
Paralegal	.15	Paralegal	.10
Paralegal	.60	Paralegal	.40

All paralegals perform legal work under attorney supervision. The Executive Director was instrumental in expanding the Seniors Legal Component at ICLS over the past 32 years, which included seven years managing the ICLS Riverside Branch Office and 27 years as the Executive Director. The Indio managing attorney has been representing seniors as well as supervising the legal work done pursuant to the Riverside County Title III-B Legal Services contract for approximately 35 years.

HOW NON-ENGLISH SPEAKING CLIENTS ARE SERVED

ICLS has the existing capacity to serve diverse and under served populations. ICLS can immediately serve the Spanish speaking population because the program has existing staff that are fluent in Spanish. The Coachella Valley has a high monolingual Spanish speaking population. The Indio Title III B funded paralegal staff are fluent in Spanish and the office’s support staff all also bilingual Spanish speakers and interpret for the monolingual English speaking attorneys. In Riverside County, ICLS has the language capacity in-house to serve clients who speak Spanish, Chinese and Mandarin.

ICLS legal staff conduct client intake at the Center for Deafness in the Inland Empire (CODIE) in Riverside. ICLS has a Contract for Professional Services with Life Signs to provide deaf interpreters. ICLS also contracts with the Asian American Resource Center in San Bernardino for language interpreters including Asian and other languages and also maintains a contract with Language Line Services which can immediately provide interpreters by phone.

TRAINING OF LEGAL STAFF

ICLS has an Elder Law Team of all program advocates who devote significant resources to providing legal services to the elderly. The team has quarterly training meetings for all program seniors’ advocates. The in-house workshops feature guest speakers from the seniors’ provider community as

well as presentations by ICLS advocates and ‘round table’ discussions on emerging legal issues. ICLS coordinates training with the statewide organization California Advocates for Nursing Home Reform (CANHR). Staff persons also attend local training offered by the county bar association and training events sponsored by other legal service organizations. ICLS is accredited by the State Bar of California as a Mandatory Continuing Legal Education (MCLE) provider. Legal staff is also given opportunities to attend (including on-line training) State Bar sponsored Continuing Education of the Bar (CEB) seminars throughout the year. Some of these training events are seminars and others are offered on-line. Brochures advertising the available programs are mailed directly by the Bar to program offices and circulated among the staff. Training opportunities are also made available at weekly office case acceptance meetings and through use of on-line Lexus Nexus library services. ICLS’s has a limited print law library with specific resource and reference materials.

IV. ADDITIONAL REQUIREMENTS - Contractor must:

A. Ensure that new seniors are served in each of the ten Riverside County Planning and Service Areas. These groups are defined as follows:

1. CORONA/NORCO/LAKE ELSINORE

(Corporated and Unincorporated areas of Norco, Unincorporated/Corona, Norco, Corona/Home Gardens, Unincorporated/Glen Ivy, Lake Elsinore)

2. RIVERSIDE (Riverside, Rubidoux, Woodcrest, High Grove)

3. MORENO VALLEY/PERRIS

(Mead Valley, Lake Matthews, Moreno Valley, Perris, Sun City, Canyon Lake, Menifee, Nuevo, Winchester, Good Hope)

4. MURRIETA/TEMECULA

(Murrieta, Murrieta Hot Springs, Lake Elsinore, Temecula, Aguanga, Anza)

5. BANNING/BEAUMONT (Calimesa, Banning, Beaumont)

6. HEMET/SAN JACINTO (Hemet, San Jacinto, Idyllwild, Lake Hemet)

7. DESERT HOT SPRINGS/PALM SPRINGS/ CATHEDRAL CITY

(Desert Hot Springs, Cathedral City, N. Palm Springs, Palm Springs)

8. RANCHO MIRAGE/PALM DESERT/INDIAN WELLS

9. LA QUINTA/INDIO/COACHELLA (Indio, Coachella, La Quinta, Salton Sea)

10. BLYTHE (Colorado River, Lost Lake, Desert Center, Blythe, Ripley)

B. ICLS'S WRITTEN PROGRAM POLICIES AND PROCEDURES

1. Establishing Case Priorities, Concentrating On Issues That Affect Members Of the Target Group

Annual Review and Periodic Priority Setting: The ICLS Board of Directors reviews program priorities annually. The Program also conduct periodic assessments of the legal needs of clients, including senior citizens, soliciting input from all segments of the client community, including actual and potential clients who have been surveyed at places such as discount supermarkets and government offices. Input is also sought from the senior citizen provider community.

- a. **Targeted Groups/Types of Problems:** Priority in service is given to seniors who are in the greatest social and economic need and whose quality of life is being affected by the unresolved legal problem. Services are targeted to older persons who are frail, disabled, minority, aged 60 or older, on a fixed income, which are victims or isolated without a social or familial support system.
- b. **Case Selection:** Applicant's cases are screened to identify seniors who are in the greatest social or economic need to receive priority in service from ICLS. Seniors who are not in great social or economic need are referred to the Riverside County Bar Association Lawyer Referral Service (LRS). In accepted cases, legal services provided include Counsel and Advice (includes telephone advice) as well as Limited Actions (e.g. negotiations with third parties or document preparation). Most cases are resolved with advice or limited actions and do not require direct representation in court. Criteria used to determine whether direct representation should be provided include legal merit, availability of resources, the potential adverse consequences for the senior (loss of income, home, custody in guardianship proceedings, etc.), whether the other side is represented, as well as the demonstrated ability of the senior to proceed self-represented.

When resources are available that will better serve the clients' needs because of the expertise needed, the senior will be given a specific referral. ICLS is now providing legal services to veterans, referring some as appropriate to the Veterans Administration. Other cases are required to be declined as fee-generating, that is, cases for which a private attorney accepting the case, may obtain a fee, such as Workers Compensation, Personal Injury or Social Security Disability cases. Seniors with fee-generating cases are referred to the local bar association Lawyer Referral Services as well as to the yellow pages directory.

INSTITUTIONALIZED SENIORS

Priority is given to seniors facing nursing home placement unless they can secure or maintain benefits or services, e.g., Medi-Cal and private insurance share of cost, spend-down of personal property that is above the Medi-Cal resource limit (to establish eligibility), when there is a need to determine the allowable community spouse income under the spousal impoverishment laws, asset transfers, treatment of income and resources for institutionalized persons, advance health care directives, petitions for court orders authorizing transactions involving community property as well as issues arising under the Medicare Catastrophic Coverage Act pertaining to allowable income and assets of the at-home spouse. In LSP Conservatorships, the senior is entitled to appointed counsel. The Court appoints the Public Defender.

TYPE OF CASES WITHIN PRIORITIES; LIMITATIONS NOTED

Following is a list of the types of cases *eligible* for legal assistance.¹ The *level of services provided* will vary depending on whether the senior is in greatest social or economic need, case facts, legal merit as well as the availability of other resources. ***Limited resources preclude extensive case services.*** A case beyond the resources of the Title III B grant may be handled under the program's other grants.

- **Income/Nutrition Benefits:** Food Stamps, SSI/SSP, General Relief, Pensions and Railroad Retirement Benefits², Social Security³, Unemployment Compensation, California Assistance and Veteran Benefits
- **Health/Long-Term Care Matters:** Olmstead Implementation, Facility Closures/Evictions⁴, COBRA and other Insurance Issues⁵, Discrimination⁶, Long-Term Care Facility Issues (quality of care, resident rights, contract issues); Home Health Care, HMO issues, e.g. restrictions/refusals to provide needed care; In-Home Supportive Services, Medi-Cal, Nursing Home/Long-Term Care, Veterans Benefits⁷, Qualified Medicare Beneficiaries and County Indigent Care
- **Conservatorships/Abuse/Neglect/Exploitation of Seniors:** Defense of Conservatorships Actions⁸, Conservatorships, Elder Abuse Restraining

1 An applicant may be eligible for legal assistance by case type but the case may lack legal merit and may be declined.

2 Cases determined to be fee-generating will be referred to the Lawyer Referral Service. Overpayment cases may be accepted.

3 Include Social Security cessation or overpayment cases. Disability cases are fee-generating and will be referred to the local Lawyer Referral Service. If turned down, ICLS may consider acceptance.

4 Facility closures/evictions will be referred due to insufficient grant resources.

5 COBRA cases are normally fee-generating. Insurance issues are referred to HICAP while others may be accepted.

6 Clients are referred to the Department of Fair Employment and Housing. Disabled seniors facing discrimination based on their disabilities in housing may be represented if the case is not otherwise fee-generating.

7 Referred to Veterans Administration.

8 The senior for whom a conservatorship is sought is entitled to counsel. The Court appoints the Public Defender.

Orders: financial, physical and emotional abuse, Representative Payee Abuse

- **Housing/Utilities Matters:** Home Equity Conversion Scheme, Home Foreclosure, Home Ownership/Real Property, Home Repair Fraud, Landlord/Tenant, Mobile Home, Utility Shut-Offs/Energy Issues; Predatory Lending as well as Affordable Housing Advocacy
- **Consumer Matters:** Bankruptcy⁹; Debt Collection; Consumer Fraud; Contracts/Warranties; Credit Loans and Installment Purchases
- **Planning/Personal Autonomy Matters:** Advance Directives; Powers of Attorney; Simple Wills, Estate Planning, Limited Probates and Individual/Privacy Rights
- **Family Law and Guardianships:** Grandparent custody and visitation; Dissolution of Marriage/Legal Separation; Spousal Support; Property Division and Protective Orders; Guardianships
- **Other Categories:** Americans with Disabilities Act; Civil Rights; Divorce/Annulment/Separation (in order to obtain benefits); Grandparents' Rights; Immigration¹⁰; Transportation; Privacy Rights; Guardianship; Drivers License Revocation; Restraining Orders and Civil Harassment and Power of Attorney Revocation

2. CRITERIA FOR CASE ACCEPTANCE

ICLS has the sole discretion to accept cases. A grievance process is available to applicants dissatisfied with case denial or acceptance decisions. Information on how to file a complaint with ICLS is provided to every senior applicant and also posted in the client lobby.

Case selection is based on legal merit, necessity and client circumstances. ICLS will determine the manner, type and amount of assistance to be provided. Such assistance may include referrals, counsel and advice, limited actions, transactional services, direct representation before administrative agencies by paralegals under the supervision of an attorney, or in court by licensed attorneys as well as appropriate referrals for pro bono assistance and to other agencies. Legal assistance may be delivered in person, by telephone, via a video-conferencing system, in person at a branch office or at designated outreach senior or other community facilities.

All seniors aged 60 or older are eligible for legal assistance under the Older Americans Act. The targeted population is seniors in the greatest economic or social need who meet these criteria:

⁹ ICLS legal services under this contract are limited to information on “pre-bankruptcy” requirements, and general advice.

¹⁰ Assistance in this area at this time is limited but may include assistance in obtaining a replacement Legal Permanent Residency Card or providing an effective referral.

- Living at or below the poverty level;
- Living in isolated communities or rural areas;
- Institutionalized or homebound;
- In need of securing an alternative to Institutionalization;
- 75 years of age or older;
- A member of a racial or ethnic group;
- Impaired, frail or disabled.

3. GOALS AND OBJECTIVES

- **Program Mission:** INLAND COUNTIES LEGAL SERVICES PURSUES JUSTICE AND EQUALITY FOR LOW INCOME PEOPLE THROUGH COUNSEL, ADVICE, ADVOCACY AND COMMUNITY EDUCATION, TREATING ALL WITH DIGNITY AND RESPECT.
- Provide Legal Assistance in the priority areas to 625 eligible older persons, targeting 75% to seniors in the greatest social and economic need and 25% to New Minorities.

Provide Community Education/Advocacy services to seniors, their families, friends, community organizations and facility staff on rights, benefits and entitlement for older persons residing at home or living in an institution; dissemination of written materials and public education via the media.

- Publicize free legal services to other providers' senior services providers to reach low-income minority seniors.
- Collaborate with other service providers to make effective referrals.

4. MONITORING AND SUPERVISING CLIENT CASES

- Managing Attorneys supervise the legal work performed by attorneys and paralegals, conduct weekly case acceptance meetings and individual case file reviews. Attorneys make case acceptance decisions. All paralegal work is supervised by a licensed attorney.
- Written job performance evaluations are conducted of all staff. Evaluations are done during probation, annually or as needed. ICLS's Case Management System provides for easy access to case file and status information.

5. SHARING SUBSTANTIVE OR PROCEDURAL EXPERTISE

- Teamwork and communication among advocates is fostered at ICLS. ICLS's Elder Law Team meets quarterly for training and information sharing. The Team is co-facilitated by Victorville managing attorney Jorge Barrales and paralegal Barbara Seifritz, who are both experienced elder law advocates.

- ICLS maintains records of training events attended by Title III B funded staff. These records are available upon request.
- ICLS has a Supportive Services Agreement with Western Center on Law & Poverty. ICLS advocates may call Center staff to consult on client cases. The Center has special expertise in health and welfare issues. Additionally, ICLS advocates call the National Senior Citizens Law Center as needed.

6. RECORD KEEPING, HANDLING CLIENT FUNDS, AND INFORMING CLIENTS ABOUT THEIR CASES

- **Record Keeping:**
 - a) ICLS maintains confidential client files and has a computerized case management system that provides for easy retrieval of client files.
 - b) All applicants complete an Application for Services or a database Application is completed when assistance is by phone. An applicant will be assisted with completing the application when needed. All applications are screened for conflicts of interest, client eligibility, case type, and possible referral. All offices maintain an intranet calendar for appointments and appearances.
 - c) Information from the Application for Services and the Senior Intake form is entered into ICLS's Case Management System which has been customized to capture specific information required by the Title III B Contract and to generate a finished quarterly CDA 1022 Report with appropriate backup information.
 - d) ICLS's Timekeeping Policy requires daily time entry by all staff. Time is documented contemporaneously with the activity or by the end of the day. The system provides for allocation of time to fund source and identifies the type of activity undertaken.
 - e) The ICLS Personnel Manual provides rules for documentation of travel and training expenses.
- **HANDLING CLIENT FUNDS**
 - a) ICLS has a Client Trust Account maintained in the ICLS Accounting Department by a full charge bookkeeper under the supervision of the Controller. The Controller reconciles the account monthly and the Executive Director verifies the reconciliation. It is subject to the annual audit.

- b) Client trust funds accepted at other offices are required to be deposited within three business days and the documentation faxed to the ICLS Executive Office Accounting Department, with copies kept in the client file.
- c) ICLS attorneys are bound by State Bar ethical rules to safeguard any client funds received and are subject to discipline for violation of the requirements.

▪ **KEEPING CLIENTS INFORMED ABOUT THEIR CASES**

The ICLS Board of Directors has adopted the American Bar Association's Standards for the Provision of Civil Legal Aid, revised and adopted in August, 2006, as program guidelines. The ABA Standards have guidance on Standards of Practice for client cases, requiring regular contact with clients and documentation of all case activity on a case log and procedures file maintenance.

C. MEMORANDUM OF UNDERSTANDING WITH OMBUDSMAN PROGRAM

ICLS has a Memorandum of Understanding (MOU) with the Long Term Care Ombudsman Program of Riverside County that is effective until June 30, 2011. Per the MOU, ICLS gives priority to senior citizens referred by the Ombudsman Program and works with the Ombudsman Program whenever needed to achieve the client's objectives as authorized by the client. ICLS will renew the MOU.

D. OUTSIDE PRACTICE OF LAW POLICY FOR ICLS ATTORNEYS

ICLS has Board-adopted policies which implement these federal regulations as required by the Legal Services Corporation:

45 CFR 1604 - OUTSIDE PRACTICE OF LAW applies to all attorneys employed full time¹¹ in legal assistance activities that are supported in major part with LSC funds and prohibits the outside practice of law, which is defined as the provision of legal assistance to a client who is not entitled to receive assistance from the LSC-funded program, but does not include, among other activities, teaching, consulting, or performing evaluation. The federal regulation restricts the outside practice of law by an attorney if the program director determines that such practice is inconsistent with the attorney's full time responsibilities.

ICLS's Personnel Policy on Outside Employment permits outside employment only under limited circumstances, such as performing legal work for a relative or close friend without

¹¹ 30 hours a week under ICLS Personnel Policies

compensation so long as program resources are not used to do the work and there is no interference with the attorney's professional responsibilities to program clients.

E. WRITTEN POLICIES AND PROCEDURES ENSURING CERTAIN ACTIVITIES ARE RESTRICTED:

1. ACCEPTANCE OF FEE-GENERATING CASES, FEE AWARD, AND REIMBURSEMENTS FOR EXPENSES

In accordance with ICLS policy, fee-generating cases are referred to the private bar and authorization to represent clients in fee-generating cases is restricted.

2. LEGISLATIVE AND ADMINISTRATIVE LOBBYING, PUBLIC DEMONSTRATIONS, PICKETING, AND BOYCOTTING BY LEGAL SERVICES STAFF

Title III-B funds are not used for such purposes. ICLS is prohibited by 45 CFR 1612 from lobbying except when applying for grant funds and commenting on public rulemaking upon the unsolicited request of a legislator so long as federal LSC funds are not used.

3. CASES INVOLVING ANY CONFLICT OF INTEREST

Under State Bar rules, attorneys are required to decline any case where a conflict of interest exists. At time of application for services, the applicant provides the names of opposing parties in the case. The intake eligibility screener checks the Case Management System database for potential conflicts of interests and brings this to the attention of the staff attorney.

Where a *legal* conflict of interest does not exist, a *potential* conflict may exist because the applicant has a relationship with an ICLS employee, the managing attorney will consult with executive director and the applicant, if otherwise eligible, may be assisted by legal staff at another branch office.

ICLS refers conflict of interest cases to the Riverside County Bar Association's Public Service Law Corporation or the Inland Empire Latino Lawyer's Association. ICLS provides federal funding to these volunteer attorney programs under a subgrant agreement approved the ICLS Board of Directors and the Legal Services Corporation.

V. 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 each Unit of Service, including the procedure for processing client complaints and for scheduling community

presentations on legal issues impacting seniors.

1. CLIENT INTAKE PROCEDURES

▪ **Intake Scheduling Process**

ICLS's client intake system is designed to target resources to seniors who are in the greatest social and economic need, to focus resources on legal problems that have the most serious impact on the quality of life for seniors and to maximize use of limited resources for Seniors Legal Services.

- a) Applicants call ICLS directly and are screened by telephone to determine client eligibility, obtaining information to determine if the senior is within the target group of persons who are in the greatest social or economic need. ICLS gives providers of services to seniors, including senior centers, a tri-fold one page brochure with ICLS's toll free line as well as the seniors' telephone numbers for the Riverside and Indio Offices. The seniors' line is answered by a staff person, and not by voice mail.
- b) Calls for telephone client eligibility screening are received at the Riverside and Indio Offices.

In Indio, calls are received daily; in Riverside due to the volume of calls, calls are accepted on Tuesdays and Thursdays from 9:00 a.m. to 11:00 a.m. When an eligible seniors calls (age 60 or older), an ICLS legal secretary obtains (1) the applicant's name as well as the name of any adverse party and checks the database for potential conflicts of interest¹² and (2) the type of legal problem for which assistance is sought; if the type of case is not within priorities, then the senior is informed that ICLS is declining assistance and referred to the local Lawyers Referral Services as well as the Court Self-Help Center and self-help website. If not screened out for conflicts or type of problem, the applicant's personal information is input into the ICLS case management system and information concerning the applicant's problem is entered into the database.

In Riverside, the call is referred to the managing attorney or seniors' attorney who will either take the call or assign it to a paralegal for a call back. In Indio, due to limited resources, phone advice services are generally not provided but are available for seniors with extenuating

¹² Any potential conflict of interest will be brought to the attention of the "Attorney of the Day" for review and a decision.

circumstances. Indio has more non-English and well as Limited English Speaking seniors. In Indio, seniors are seen at the office or on outreach at a senior center. In Riverside, the senior is informed to expect a call back within the same week.¹³

- c) The ICLS advocate interviews the senior by telephone and provides a range of services, including:
 - 1. Appropriate Information or Referral. Referrals are made to the statewide seniors' legal advice only hot line, the Ombudsman program, HICAP, etc.
 - 2. Legal advice;
 - 3. Limited Actions which include legal advice as well as either document preparation, or negotiations with a third party in efforts to resolve the legal problem; or
- d) The legal advocate schedules an appointment at the senior center nearest the client's home, or an office appointment, when, in the judgment of the advocate, the senior's case presents compelling facts and circumstances that require extended services, defined as more than legal advice or brief services.
- e) The advice, referral or appointment is noted in the case management system. As appropriate, ICLS sends the senior written information in a letter, brochures or other handouts. When brief advice or consultation has been given by phone, ICLS sends the client information on how to make a donation by mail. Both offices mail the Client Satisfaction Survey monthly to all clients who received services during the month.
- f) ICLS is selective in scheduling outreach or office appointments, giving *priority to seniors who are in the greatest social or economic need* as well as to those seniors whose legal problem is having a substantial impact on the quality of their life, e.g. landlord/tenant issues¹⁴, health or medical insurance problems, grandparent custody cases, SSI overpayments which are threatening to or are actually reducing the seniors' income, etc.

- **Intake Delivery System:** Legal services are subject to ICLS's standard law

¹³ If the seniors' telephone cannot accept blocked calls, the senior will be given a time to call back that day or the next day.

¹⁴ ICLS assists and represents both tenants as well as landlords on a first come first served basis. When the rental income is a substantial part of the seniors' subsistence income, ICLS may accept the case. Eviction cases receive priority.

office practices and procedures.

- a) **Client Eligibility:** To qualify for Title III-B funded legal assistance, the applicant must be 60 years or older and sign a brief statement attesting to U.S. citizenship. Non-citizens must show documentation verifying legal status, i.e. legal permanent residency (“green card”), refugee or asylum status, etc.
- b) **Initial Contact:** At the initial contact, usually by telephone, a brief verbal screening is conducted to determine whether the caller may be qualified for legal assistance and, if so, whether the caller has the type of civil case that ICLS is permitted to accept for service.
- c) **In-Person Intake:** Senior Centers and Branch Offices: Appointments are scheduled at designated senior centers as well as at branch offices. The applicant completes, or is assisted to complete, an Application for Legal Services when the initial appointment is at a branch office or at a senior citizen center. When the first contact is by telephone, an ICLS secretary obtains the information to complete the database Application which is then reviewed by the advocate.
- d) **Senior Citizen Center Appointments:** ICLS agrees to provide outreach legal services to the senior citizen centers as per the Schedule on ATTACHMENT A. Other senior citizen centers will be encouraged to make an office and telephone available for seniors to call ICLS for advice by phone.
- e) **Telephone Intake:** Brief advice and consultation is provided by phone to eligible clients in Riverside but resources preclude this in Indio. ICLS maintains “senior telephone lines” answered by a person and not by voice mail.

Toll Free Riverside Line: (888) 245-4257
Riverside Seniors Line: (951) 320-7500
TTY: (951) 684-1901
Toll Free Indio Line: (800) 226-4257
Indio Seniors Line: (760) 347-5303
TTY: (760) 775-3114

Calls are returned within the same week. When legal documents need to be prepared, the paralegal obtains the necessary information and sends the client a letter and a retainer agreement, confirming the legal work to be done and requests the applicant to sign and return the

Retainer Agreement. The legal work is done when the Retainer Agreement is returned and signed by an ICLS attorney. Where the legal work to be done involves the execution of a document such as a Will or a Power of Attorney, ICLS mails a draft of the document to the client for review, calls the client to finalize the document, and arranges for the execution of the document in person at the office, the Center, or if necessary, at the senior's home.¹⁵

- f) **Outreach to Homebound or Institutionalized Seniors:** As determined by ICLS and depending on staff resources, ICLS will make a home visit to the frail elderly. These appointments are scheduled only after telephone screening to verify the necessity.

2. ATTORNEY SUPERVISION, APPROVAL OF ADVICE AND REVIEW OF DOCUMENTS

All client cases are handled under attorney supervision. An attorney reviews all client cases handled by paralegals. The attorney reviews the advice given as well as any documents prepared, indicating the review in the client file. The legal documents prepared by paralegals are reviewed before they are provided to the client. The paralegal then has a follow up appointment with the client to deliver the document. Clients acknowledge receipt of all simple wills.

The managing attorney reviews all client cases before they are closed at ICLS. Court or administrative agency hearing cases are entered into the case management system to ensure that deadlines and appearances are met. All client contacts are noted in the case management system record. The supervising attorney reviews cases periodically and as needed. The managing attorney approves all case closures, verifying that all work is completed and that a final communication has been made to the client.

3. CLIENT COMPLAINT PROCEDURES

ICLS has a Board-adopted Client Grievance Policy and Procedure. The complainant is initially directed to the case handler to attempt to resolve the matter. Unresolved complaints are then referred to the Managing Attorney. Clients who remain dissatisfied may then meet or confer with the Deputy Director and further appeal with the Executive Director. Persons whose cases were declined and did not become clients may confer with a member of the Board Grievance Committee. Persons whose cases were accepted but who have concerns about the quality or manner of legal services provided may further appeal to the Board Grievance Committee. The policy provides the grievant with contact information for ICLS funders, including the Riverside County Office on Aging. At the time of initial intake, all applicants are provided a one page "How to Make A Complaint" information sheet which summarizes the policy and procedures and includes funder contact information. The

¹⁵ In cases where the senior is homebound, ICLS will travel to the seniors' home.

information is available in English and Spanish. The Complaint Procedure is also posted in the lobby.

B. HOURS/DAYS OF OPERATION FOR EACH UNIT OF SERVICE

Legal Services are provided at the Riverside and Indio Branch Offices Monday through Friday during working hours by appointment. As previously stated; calls are handled as they come in or returned within the week. Applicants may be seen as walk-ins when there are extenuating circumstances.

1. RIVERSIDE BRANCH OFFICE
1040 Iowa Avenue, Suite 109
Riverside CA 92507

Walter Hackett, Managing Attorney
Telephone: (951) 368-2560
Fax: (951) 368-2550
Email: whackett@icls.org

2. INDIO BRANCH OFFICE
82632-C Highway 111
Indio CA 92201

Aurelia Wick, Managing Attorney
Telephone: (760) 342-1591
Fax: (760) 342-9400
Email: awick@icls.org

C. Describe The Geographic Area(s) Target Area Group (Tag), Your Program Will Serve:

See the attached Outreach Schedule.

D. Describe How You Will Find and Serve, or Involve, Members of Target Population Groups

ICLS will do outreach intake at senior centers as per the attached schedule. Minority, low-income, and physically challenged persons are identified at the time of the interview and that information is recorded. Visits to homebound, hospitalized or institutionalized seniors are made as necessary subject to the availability of staff resources. Services will be advertised in senior newspapers, senior center bulletins, and at centers. We encourage referrals from other organizations and government entities serving members of the target groups.

E. Describe How You Will Coordinate Your Program With Other Senior Services

Providers In Your Community, I.E. Transportation, Housing, Health Providers, Churches, Civic Groups; How You Will Develop Private Attorney Involvement, Both Pro Bono and Reduced Fee, etc.

1. COORDINATION WITH OTHER PROVIDERS OF SERVICES TO SENIORS

ICLS has long-standing relationships with other provider agencies, including the Riverside County Office on Aging, the Ombudsman Program, Adult Protective Services, Health Insurance Counseling and Advocacy Program, Prime of Life, Alternative to Domestic Violence, and Catholic Charities among others. ICLS is an active participant with the Curtailing Abuse Related to Seniors (C.A.R.E.). ICLS will disseminate its *Legal Guide for Seniors* to other organizations involved in the senior services network, such as churches, the Housing Authority and the Community Services in local communities.

ICLS participates in the network of legal services to seniors within California and nationally, including the National Senior Citizens Law Center, the California Center for Long Term Care and California Advocates for Nursing Home Reform, whose staff has expertise in elder law. ICLS's Elder Law Team of lawyers and paralegals, meets quarterly and serve as an in-house network support system.

2. PRIVATE ATTORNEY INVOLVEMENT

ICLS has a Private Attorney Involvement Program, supported with LSC federal funds through subgrant agreements with non-profit organizations to operate legal clinics with volunteer attorneys. The programs accept referrals of low-income clients.

- Public Service Law Corporation of the Riverside County Bar Association (PSLC)
- Inland Empire Latino Lawyers Association Legal Aid Clinic (IELLA)

Both programs have volunteer attorneys who staff evening housing and family law clinics in Riverside, Lake Elsinore and Indio. PSLC also has volunteer attorneys who accept cases for direct representation. IELLA has an evening legal clinic on Wednesdays in Riverside and has Spanish speaking volunteer attorneys, provide counsel and advice, and brief services to clients.

F. Include Other Pertinent/Unique Information about Your Program

- 1. Long Term Provider of Legal Services to seniors under Title III-B.** ICLS has been a provider of Title III-B legal services to seniors for more than 36 years in Riverside County. ICLS has also been the provider of Title III-B funded legal services to seniors in San Bernardino County since 1983.
- 2. Substantial In-Kind Support Provided:** ICLS provides substantial in kind support

to the Title III-B seniors legal services program from other grant revenues, including funds awarded by the Legal Services Corporation (LSC), the state of California and as well as IOLTA fund awarded by the State Bar of California Legal Services Trust Fund Program.

3. **Resource Materials Purchased with non-Title III-B Funds for Title III-B funded legal services:** As resources permit, ICLS purchases and distributes legal information materials from the State Bar of California as well as other publishers of elder law information. ICLS publishes its *Legal Guide for Seniors* for dissemination at senior community fairs and individually at branch offices or senior centers.
4. **ICLS's Website has information:** ICLS has information on its seniors program on its website at www.inlandlegal.org with pertinent links to other sources.
5. **Long Term Provider of Community Legal Education:** ICLS conducts community legal education presentations at senior centers. Priority is given to sites where outreach intake is not done. Topics include legal issues of concern to senior citizens, including grandparent guardianships, public benefits, including IHSS, Medi-Cal and SSI, elder abuse, landlord tenant issues, including senior subsidized housing and mobile home park facilities.



**Inland Counties Legal Services (ICLS)
LEGAL SERVICES FOR SENIORS
Office & Outreach Schedule July 1, 2011- June 30, 2012**

Call for Legal Advice by Phone - Appointments Scheduled as Necessary

Service Area 1	CORONA/NORCO/LAKE ELSINORE	Corporated and Unincorporated areas of Norco Unincorporated/Corona, Norco, Corona/Home Gardens, Unincorporated Glen Ivy, Lake Elsinore
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CORONA SENIOR CENTER
921 S. Belle Avenue
Corona, CA 92882
(951) 736-2363 or 736-2468

Quarterly on the **LAST THURSDAY**
September, December 2011
March, June 2012
9:00 a.m. - Noon

LAKE ELSINORE SENIOR CENTER
420 E. Lakeshore Drive
Lake Elsinore, CA
(951) 674-2526

Quarterly on the **THIRD WEDNESDAY**
September, December 2011
March, June 2012
1:00 a.m. – 4 p.m.

Service Area 2	RIVERSIDE	Riverside, Rubidoux, Woodcrest, High Grove
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ICLS RIVERSIDE OFFICE
1040 Iowa Avenue, Suite 109
Riverside, CA 92507

TELEPHONE INTAKE
Tuesdays & Thursdays 9:00 a.m. – 11:00 a.m.
(951) 320-7500 Direct Seniors Line
(951) 368-2555 Branch Office
Dial "1" (888)455-4257 Toll Free

Service Area 3	MORENO VALLEY/PERRIS	Mead Valley, Lake Matthews, Moreno Valley, Perris, Sun City, Canyon Lake, Menifee, Nuevo, Winchester, Good Hope
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MORENO VALLEY SENIOR CENTER
25075 Fir Avenue
Moreno Valley, CA 92553
(951) 413-3430

Quarterly on the **SECOND WEDNESDAY**
July, October 2011
January, April 2012
9:00 a.m. - Noon

PERRIS SENIOR CENTER
101 N. "D" Street
Perris, CA 92372
(951) 657-7334

Quarterly on the **FIRST WEDNESDAY**
August, November 2011
February, May 2012
9:00 a.m. - Noon

Service Area 4	MURRIETA/TEMECULA	Murrieta, Murrieta Hot Springs Lake Temecula, Aguanga, Anza
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SENIOR FOOD BANK
41538 Eastman Drive, Suite C
Murrieta, CA 92562
(951) 600-8233

Quarterly on the **THIRD WEDNESDAY**
September, December 2011
March, June 2012
9:00 a.m. - Noon

LEGAL SERVICES FOR SENIORS
Office and Outreach Schedule
July 1, 2011 – June 30, 2012

Service Area 5

BANNING/BEAUMONT

Calimesa, Banning, Beaumont

BANNING SENIOR CENTER
769 Gorgonio Avenue
Banning, CA 92220
(951) 922-3250

Every Two Months on the Fourth Thursday
July, September, November 2011
January, March, April 2012
9:00 a.m. - Noon

ALBERT A. CHATIGNY SR. COMMUNITY REC. CENTER
Senior Services Department
1310 Oak Valley Parkway
Beaumont, CA 92223
(951) 769-8539

Every Two Months on the Fourth Thursday
August, October, December 2011
February, April, June 2012
1:00 p.m. – 4:00 p.m.

Service Area 6

HEMET/SAN JACINTO

Hemet, San Jacinto, Idyllwild, Lake Hemet

SAN JACINTO COMMUNITY CENTER
625 S. Pico Avenue
San Jacinto, CA 92383
(951) 654-7212

Every Two Months on the SECOND WEDNESDAY
July, September, November 2011
January, March, April 2012
9:00 a.m. - Noon

KAY CENICEROS SENIOR CENTER
2999 Evans Street
Menifee, CA 92586
(951) 672-9673

Every Two Months on the SECOND WEDNESDAY
August, October, December 2011
February, April, May 2012
1:30 p.m. – 4:30 p.m.

COACHELLA VALLEY

Service Area 7

DESERT HOT SPRINGS/ PALM SPRINGS, CATHEDRAL CITY

Desert Hot Springs, Cathedral City, N. Palm Springs, Palm Springs

Service Area 8

RANCHO MIRAGE/PALM DESERT/INDIAN WELLS

Service Area 9

LA QUINTA/INDIO/COACHELLA

Indio, Coachella, La Quinta, Salton Sea

DESERT HOT SPRINGS MULTI-SERVICE CENTER
11-777 West Drive
Desert Hot Springs, CA 92240
(760) 392-0222

Monthly on the 1st and 2nd WEDNESDAYS
9:00 a.m. - Noon & 1:00 p.m. – 3:30 p.m.

ICLS INDIO OFFICE
82632-C Highway 111
Indio, CA 92201

Call for an Office or a Telephone Appointment
(760) 347-5303 Direct Seniors Line
(760) 342-1591 Branch Office
Dial "1"(800) 226-4257 Toll Free

Service Area 10 BLYTHE

Colorado River, Lost Lake Desert Center, Blythe, Ripley

Call the ICLS Indio Office for telephone advice – see above.

**ATTACHMENT B
ALLOCATION**

ATTACHMENT B

**Contracts for Services Fiscal Year 2011/2012
Vendor #6859**

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 Counties Legal Services 1040 Iowa Ave, Suite 101 Riverside, CA 92507	OA61140FY12 Title III B Legal Assistance	Legal Assistance	1 Hour	93.044	2,255	\$29.03	\$65,453.00	\$65,453.00

**ATTACHMENT C
BUDGET**

ATTACHMENT C

**COUNTY OF RIVERSIDE
OFFICE ON AGING
CONTRACTOR BUDGET
Fiscal Year 2011/2012**

CONTRACT PROVIDER: Inland Counties Legal Services, Inc. **Vendor #: 6859**
PROGRAM/ACTIVITY: Title IIIB - Legal - Legal Services

NARRATIVE	CONTRACT FUNDS	CASH MATCH	IN-KIND MATCH	PROGRAM INCOME	NON CASH MATCH	NON IN-KIND MATCH	TOTAL
PERSONNEL							\$0.00
2 Managing Attorneys (.04 FTE)					3,394.00		\$3,394.00
2 Supervising Attorneys (.10 FTE)	6,160.00						\$6,160.00
4 Paralegals (1.25 FTE)	43,654.00	1,656.00			6,456.00		\$51,766.00
4 Other Staff (.07 FTE)		4,209.00					\$4,209.00
Subtotal Personnel	49,814.00	5,865.00	0.00	0.00	9,850.00	0.00	\$65,529.00
FRINGE BENEFITS							\$0.00
Taxes: Pro-rata share of above wages	3,811.00	449.00			754.00		\$5,014.00
Benefits: Pro-rata share of insurance, etc.	8,144.00	959.00			1,610.00		\$10,713.00
Subtotal Fringe Benefits	11,955.00	1,408.00	0.00	0.00	2,364.00	0.00	\$15,727.00
SERVICE AND SUPPLIES							\$0.00
Accounting: Pro-rata share of audit costs	600.00			500.00	1,000.00		\$2,100.00
Staff Training and Travel: Outreach travel	924.00			1,000.00	1,700.00		\$3,624.00
Equipment/Furniture							\$0.00
Contracts/Consultants							\$0.00
Telephone: Pro-rata share of costs	480.00				520.00		\$1,000.00
Postage: Pro-rata share of office supplies	480.00				120.00		\$600.00
Advertising: Pro-rata share of yellow pages							\$0.00
Rent: Pro-rata share of 2 office space costs	1,000.00			1,000.00	1,500.00		\$3,500.00
Insurance: Pro-rata share malpractice/gen li	200.00				300.00		\$500.00
Utilities: Pro-rata share of 2 office utilities				500.00			\$500.00
Repair							\$0.00
Copying/Printing							\$0.00
Other: Litigation costs, equip rental, maint.					330.00		\$330.00
Subtotal Service and Supplies	\$3,684.00	\$0.00	\$0.00	\$3,000.00	\$5,470.00	\$0.00	\$12,154.00
TOTAL COSTS	\$65,453.00	\$7,273.00	\$0.00	\$3,000.00	\$17,684.00	\$0.00	\$93,410.00

Equals 90% of total
for Match
Calculation

Equals 10% of
Total for Match
Calculation

**CERTIFICATE OF
INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
3/24/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMPLETE EQUITY MARKETS INC 1190 Flex Court Lake Zurich, IL 60047 <i>dba Complete Equity Markets Insurance Agency, Inc.</i>	CONTACT NAME: PHONE (A/C, No, Ext): (847) 541-0900		FAX (A/C, No): (847) 541-0444
	E-MAIL ADDRESS: <input type="checkbox"/>		ADDRESS:
INSURER(S) AFFORDING COVERAGE			NAIC#
INSURER A: Travelers Indemnity Company of Connecticut			
INSURER B: Travelers Prop/Cas Co of America			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED **Inland Counties Legal Services**
 1040 Iowa Avenue, Suite 101
 Riverside, CA 92507-2106

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
 THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			I-680-2323M301-TCT-11	04/01/11	04/01/12	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			I-680-2323M301-TCT-11	04/01/11	04/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ INCLUDED BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	B UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			ISF-CUP-9498Y712 TIL-11	04/01/11	04/01/12	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their Respective Directors, Officers, Board of Supervisors, Employees, Elected or Appointed Officials, Agents or Representatives, are listed as an Additional Insured with respect to their interest as a Funding Source per the terms and conditions of the policy.

CERTIFICATE HOLDER Office on Aging County of Riverside 6296 River Crest Drive #K Riverside CA 92507-0738	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Laurenza T.P. Molloy</i>
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P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-01-2011

GROUP: 000388
POLICY NUMBER: 0004326-2011
CERTIFICATE ID: 6
CERTIFICATE EXPIRES: 04-01-2012
04-01-2011/04-01-2012

Rec'd in Exec
APR 07 2011

COUNTY OF RIVERSIDE
OFC OF AGING
8296 RIVER CREST DR STE K
RIVERSIDE CA 92507-0738

SK

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Thomas E. Rone
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1586 - VOLUNTEER COVERED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-01-2011 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2011-04-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: COUNTY OF RIVERSIDE

EMPLOYER

INLAND COUNTIES LEGAL SERVICES, INC (A
NON-PROFIT MUTUAL BENEFIT CORPORATION)
1040 IOWA AVE STE 101
RIVERSIDE CA 92507

SK

[PAF,CN]

PRINTED : 04-01-2011

CERTIFICATE OF INSURANCE
ISSUED BY:
Wachovia Insurance Services, Inc.

**LAWYERS PROFESSIONAL LIABILITY POLICY
(NLADA EDITION)
MASTER POLICY NO.: 800364
EVIDENCE OF INSURANCE**

This certificate is subject to the terms, conditions and other stipulations contained in policy number 800364 issued on behalf of Inland Counties Legal Services, Inc.

CERTIFICATE HOLDER: County of Riverside
Office on Aging
6296 Rivercrest Drive, #K
Riverside, CA92507-0738

TYPE OF INSURANCE: Lawyers Professional Liability Insurance

CERTIFICATE NUMBER:

NAMED INSURED: Inland Counties Legal Services, Inc.

ADDRESS: 1040 Iowa Avenue, Suite 101
Riverside, CA 92507-2106

LIMIT OF LIABILITY: \$1,000,000 Each Claim
\$3,000,000 In the Aggregate

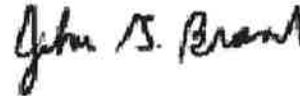
(Note: The Aggregate Limit is the total of all claims that can be paid by the Insurance Company for the policy period noted).

DEDUCTIBLE: \$5,000 In the Aggregate

POLICY PERIOD: September 1, 2010 12:01 am to September 1, 2011 12:01 am

RETROACTIVE DATE: Retroactive Date shall be the effective date of the Certificate of Insurance or the date from which the Insured has maintained continuous errors and omissions coverage prior to the inception date of this policy.

IN WITNESS WHEREOF, Columbia Casualty Company has duly authorized Wachovia Insurance Services, Inc. to execute and issue this Certificate of Insurance.



Date Issued: 9/30/2010

Signed on Behalf of Columbia Casualty Company

This certificate is issued as a matter of information and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded under the Policy.

**BOARD RESOLUTION
STATEMENT AND
SIGNATURES**

**BOARD RESOLUTION #11-33 EC
Riverside County Title III-B**

The Executive Committee of the Board of Directors of Inland Counties Legal Services, Inc. at a meeting held on May 9, 2011 at 1040 Iowa Avenue, Riverside, California, with a quorum present, adopted the following resolution:

RESOLVED, that this Corporation having been informed by Irene Morales, Executive Director, that the program's current Riverside County Title III B contract to provide legal services for seniors expires on June 30, 2011, the contract is subject to an annual renewal extension on a year-to-year basis until June 30, 2012, and


HAVING REVIEWED the Riverside County Office on Aging FY 2011/2012 Contract for the period of July 1, 2011 through June 30, 2012 for a total amount of \$65,453 in Title III B federal dollars with an ICLS cash match of \$7,273, a non-cash match of \$17,684, and projected program income of \$3,000 for a total contract value of \$93,410 subject to an agreement by ICLS to provide 2,225 units (hours) of service at a unit rate of \$29.03, serve 625 new clients, including 175 new minorities, with a target goal of 75% of all seniors to be served will be in the greatest social or economic need, and

HEREBY AUTHORIZES Executive Director Irene C. Morales to execute and submit Agreement on behalf of Inland Counties Legal Services, Inc. as required, to the Riverside County Office on Aging in a timely fashion on or before May 16, 2011.

I certify that the above resolution was duly passed at an Inland Counties Legal Services Board of Directors Executive Committee meeting held on, May 9, 2011.

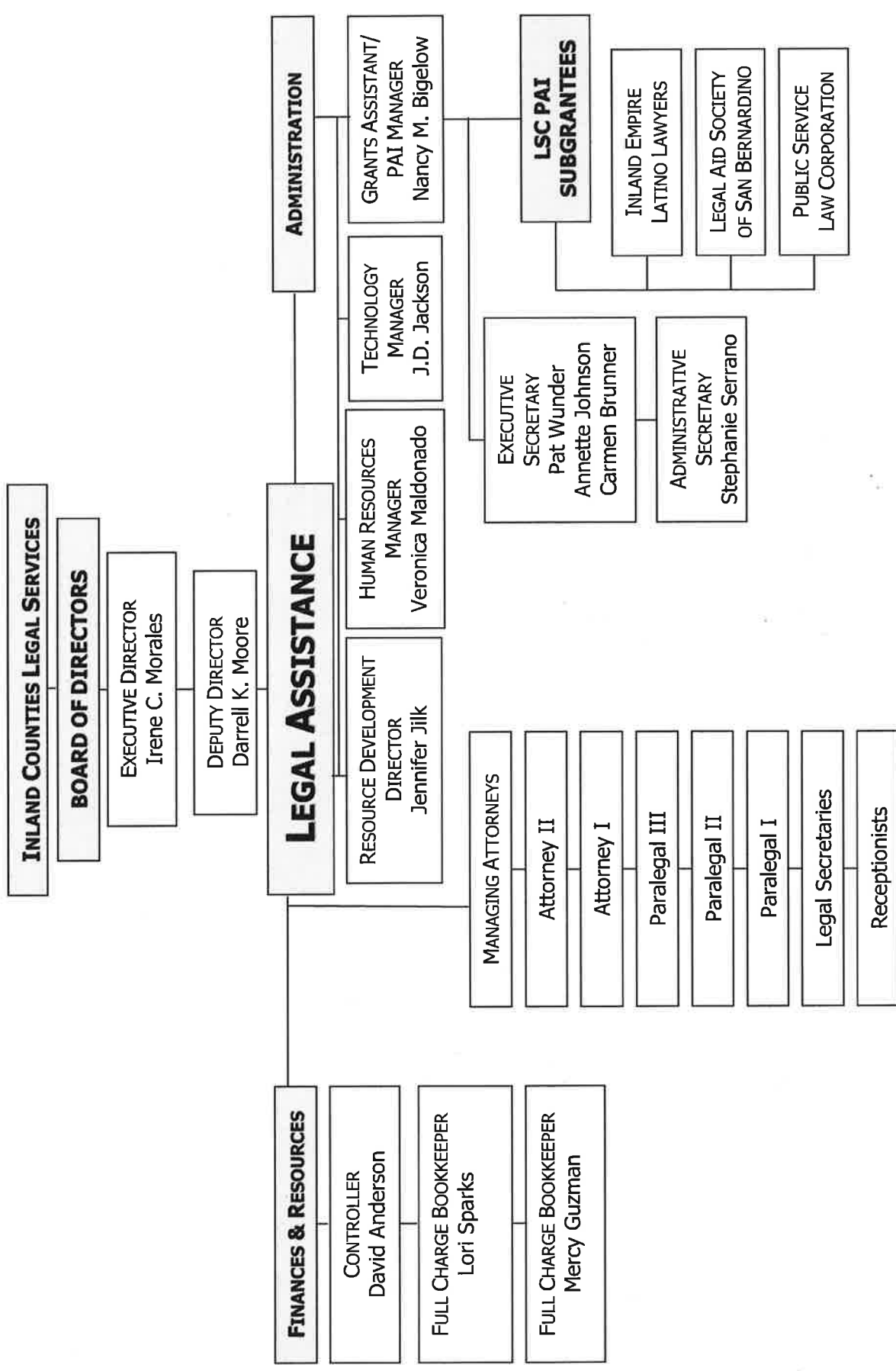
5-9-11
Dated

5-9-11
Dated


George S. Theios, Esq.
Board President


Earnest Henson
Board Secretary

ORGANIZATIONAL CHART



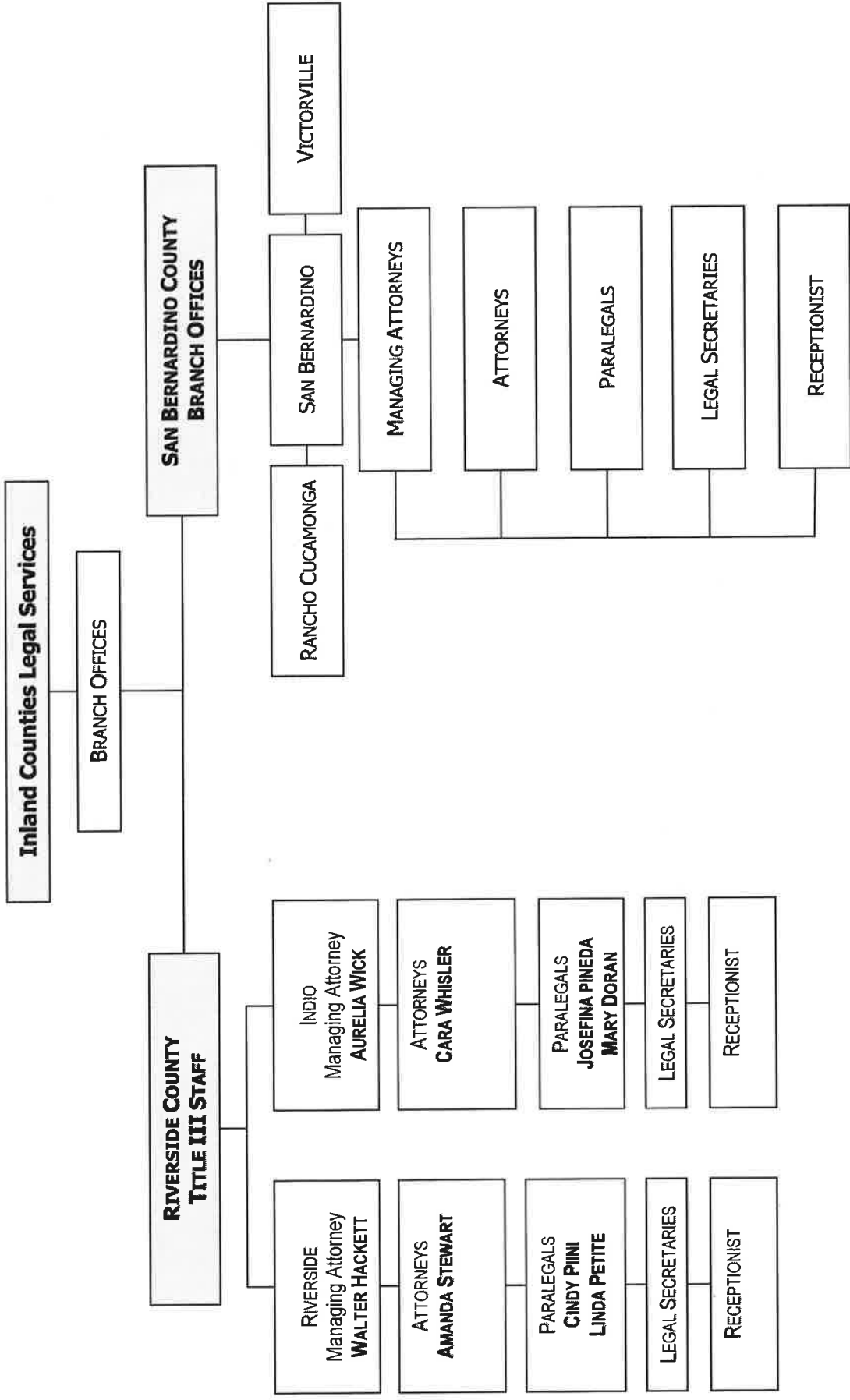


EXHIBIT A

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
AREA PLAN**

- (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.
- c. Title III E funds cannot be used to support the following activities:
 - (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
 - (2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly);
 - (3) To supplement the service unit cost of “a participant day” at an adult day care program.
- d. Title III E Supplemental Funds cannot be used to support the following activities:
 - (1) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
 - (2) Providing ongoing assistance to a care receiver living alone;
 - (3) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
 - (4) One-time, end-of-the-year assistance without an identified individual caregiver need.

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

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

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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

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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

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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.

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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

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- 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).

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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)].

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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.

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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

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

- ii. Have the option to participate in Targeted Case Management (TCM) administered by the Department of Health Services (DHS). Contractor must comply with Title 42 USC, Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions (W&I) Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 142000), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; State-issued policy directives; and with the federal Office of Management and Budget (OMB) Circular A-87, as periodically amended for the operation of TCM.
 - iii. Have the ability to seek parking penalties, fines, or forfeiture funds collected at the county level pursuant to provisions contained in Section 1465.5 of the Penal Code and Section 42001.13 of the Vehicle Code for violation of Section 22507.9 of the Vehicle Code.
 - iv. The active targeted monthly caseload shall be at least 100 clients per Linkages site or a ratio of 50:1 for each full-time equivalent case manager. A caseload variance of +/- 20 percent (20%) based on the 50:1 ratio is allowed, but the active caseload shall not fall below an 80 percent (80%) client minimum.
 - v. Maintain a program data collection and reporting system as specified in Exhibit E.
2. Senior Companion Program
- a. Operate, as a direct or contracted service, a Senior Companion (SC) Program with an approved Corporation for National and Community Service (CNCS) provider to implement the statutory provisions of the Domestic and Volunteer Service Act of 1973, as Amended (Title 42 U.S. code, Chapter 26), 45 Code of Federal Regulations (CFR) Parts 1207 and 2551, and in accordance with the 2000 SC Program Operations Handbook as issued by the CNCS (www.seniorcorps.org).
 - b. Additional Provisions

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- 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

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- i. **Eligible Service Population** means: individuals 60 years of age or older with an income no higher than that of the annual basic benefit level provided under the State Supplementary Payment (SSP) Program for a blind recipient [California Welfare and Institutions Code, Division 8.5, Chapter 7.5, Section 9543(b)]. If it is determined that a surplus of foodstuffs exists, the program may also provide these services to persons 60 years of age or older with an income that does not exceed 125 percent of the maximum SSP income level. [Section 9543(c)].
 - ii. No minimum dollar amount or specified numbers of contractors are required.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
- 4. Respite Purchase of Service (RPOS)
 - a. Operate, as a direct or contracted service, a state funded Respite Purchase of Service (RPOS) program that meets the program standards set forth in the Respite Purchase of Service 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: caregivers of frail elderly adults or adults with functional impairments.
 - ii. Contracts for RPOS are not tied to the Linkages Program and can be contracted as a separate service.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
- 5. Alzheimer's Day Care Resource Center (ADCRC)
 - a. Operate, as a direct or contracted service, a state funded ADCRC for the purpose of developing an enhanced program infrastructure that enables a day care provider to provide services successfully to persons with moderate to severe Alzheimer's disease or related dementia as well as support to their families and caregivers as set forth in the Alzheimer's Day Care Resource Center Policy and Procedure Manual, revised July 2000, and in any other subsequent

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

b. Additional Provisions

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

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

1. Needs Assessment

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

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what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

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

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

This group-needs assessment will serve as the basis for The Office on Aging determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

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

2. Provision of Services

- a. The Office on Aging shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

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1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group needs assessment, The Office on Aging shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)
 - d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at their office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
 - e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)
 - f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)
3. Compliance Monitoring
 - a. The Office on Aging shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
 - b. The Office on Aging shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such

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

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

EXHIBIT B

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the Contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. (CCR, Title 2 Section 599.615 et seq.)
4. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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

C. Unexpended Funds

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. Limitation of State Liability

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

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

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

ARTICLE I. FUNDS (Continued)

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

E. Interest Earned

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

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

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

ARTICLE I. FUNDS (Continued)

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand services.
8. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Contractor, and used for costs of the ADCRC.

G. One-Time-Only Funds

1. Title III, VII, & III E and Supplemental Title III & VII federal Program One-Time-Only funds shall be used for one-time- only purposes and cannot be used to increase baseline needs. One-Time-Only funds may be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) & (b).
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title III B, III C-1, III C-2, and III E federal Administration One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

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

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

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

I. Area Plan Administration

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

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) and shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Contractor shall submit electronically a budget revision 30 days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Transfers
 - 1. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - 2. Transfer of State funds is allowable between Titles III B General Fund, III C-1 General Fund, III C-2 General Fund, and III D General Fund.
 - 3. Transfer of State funds is allowable between State Funded CBSP programs.
 - 4.
 - a. Funds may be transferred in accordance with this section without a formal contract amendment upon agreement of both parties when the total amount of the Agreement does not exceed the total amount of the latest executed Agreement.
 - b. Requests to transfer federal or State funds (including CBSP) must be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - c. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
 - 5. Transfer of funds cannot be processed or approved after the end of the specified contract period.

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
9. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.
10. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.

G. Program Development or Coordination

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

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

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

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

B. Title III E

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

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

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

E. Nutrition Services Incentive Program (NSIP)

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

ARTICLE III. PAYMENTS (Continued)

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

F. Financial Management Systems

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

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

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

ARTICLE IV. CLOSEOUT

- A.** The Financial Closeout Report (CDA 180) shall be submitted annually to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.
- B.** Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C.** During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

EXHIBIT D

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
 2. Scope of work, Exhibit A;
 3. Special terms and conditions. Exhibit D;
 4. General terms and conditions, Exhibit C;
 5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
 6. Any other documents incorporated herein by reference.
- C. The Contractor shall comply with all applicable program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Contractor" means the Office on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
- F. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE II. ASSURANCES

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

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

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

C. Nondiscrimination

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

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

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

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

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

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

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

ARTICLE II. ASSURANCES (Continued)

4. The Office on Aging agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

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

E. Conflict of Interest

1. The Office on Aging shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the office on Aging's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

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

ARTICLE II. ASSURANCES (Continued)

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

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

1. When applicable for purposes of construction or repair of facilities, the Office on Aging shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. The Office on Aging shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Office on Aging or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

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.

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

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

L. Contractor's Staff

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

M. Corporate Status

1. The Office on Aging shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Office on Aging shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Office on Aging shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Office by Aging until satisfactory status is restored.

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

ARTICLE II. ASSURANCES (Continued)

N. Lobbying Certification

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Office on Aging, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Office on Aging shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS

- A. The Office on Aging shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. In the event any subcontractor is utilized by the Office on Aging for any portion of this Agreement, the Office on Aging shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Office on Aging shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Office on Aging and shall be made available for review at the request of the Department.
- F. The Office on Aging shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.
- G. The Office on Aging shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the Office on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or

**Special Terms and Conditions - Exhibit D
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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

**Special Terms and Conditions - Exhibit D
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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)

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;

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 15

unless otherwise amended by future regulation.

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

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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

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 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

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
 - PAGE 1 – MONTHLY CLIENT REPORT
- vi. OoA FORM 6 – Service Provider Close-Out 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 5th working day of every month. For late reports, the Contractor shall submit a written explanation to the OoA by the 5th 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.

**CONTRACT CONTENTS CHECKLIST
FISCAL YEAR 2011/2012**

RECEIVED
5/12/11

Contract with: **Independent Living Partnership**

Contract: (4) Signed Signature Pages: Check each box when complete
 Four Signature Pages Only

Attachment A: (Scope of Services) Attachments A: Independent Living Partnership Title(s) IIB

Attachment C: Budget Attachment C: Independent Living Partnership

Insurance Copies:

Attach a copy Certificate of Insurance

Expiration Dates

	Attach a copy Certificate of Insurance	Expiration Dates
* Requires additionally insured letter	<input checked="" type="checkbox"/> Workers Compensation	ON FILE -CONTINUOUS-RENEWS AUG 8/2011
	<input checked="" type="checkbox"/> *Commerce General Liability	ON FILE -CONTINUOUS-RENEWS SEP 9/2011
	<input checked="" type="checkbox"/> *Vehicle Liability	ON FILE -CONTINUOUS-RENEWS SEP 9/2011
	<input checked="" type="checkbox"/> General Insurance	ON FILE -CONTINUOUS-RENEWS SEP 9/2011
	<input checked="" type="checkbox"/> Professional Liability	Not applicable

Board Resolution Stmt & Signatures Authorization to enter into agreement

Organizational Chart: Include names and job titles

AGENCY CONTRACTS REPRESENTATIVE PLEASE FILL OUT THIS CONTRACT CONTENTS CHECKLIST FORM COMPLETELY AND RETURN WITH CONTRACT PACKAGE.

* Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds WILL be delayed.

* Please provide the name(s) of the person(s) who complete the Monthly Reports and Reimbursements:

Monthly Reports/Name/Phone Number

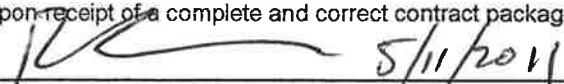
IVET WOOLRIDGE / EXECUTIVE ASSISTANT / 951-867-3865

Reimbursements/Name/Phone Number

IVET WOOLRIDGE / EXECUTIVE ASSISTANT / 951-867-3865

Please provide an email address for your agency

* Upon receipt of a complete and correct contract package, the contract will be executed and a copy sent to.

 5/11/2011 RICHARD SMITH/EXECUTIVE DIRECTOR

SIGNATURE/DATE
(DIRECTOR OR DESIGNEE)

JUL 12 2011 3.34

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
INDEPENDENT LIVING PARTNERSHIP

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

3. Maximum amount of this Agreement: \$62,475.00
Sixty Two Thousand Four Hundred Seventy-Five



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.

Contractor		County of Riverside	
Contractor Name: INDEPENDENT LIVING PARTNERSHIP		Agency Name:	
BY (Authorized Signature) 	Date Signed <u>5-11-2011</u>	BY (Authorized Signature) 	Date Signed <u>7/12/2011</u>
Printed Name And Title of Person Signing <u>RICHARD SMITH / Director</u>		Printed Name And Title of Person Signing BOB BUSTER CHAIRMAN, BOARD OF SUPERVISORS	
Address 6296 River Crest Dr., Suite K Riverside, CA 92507		Address	

FORM APPROVED COUNTY COUNSEL

By: 
Neal R. Kipnis

Purchasing: 
Mark Seifer, Assistant Director

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

JUL 12 2011

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

ATTACHMENT A

SCOPE OF SERVICES

FY 2011-2012
INDEPENDENT LIVING PARTNERSHIP

SPECIFIC SERVICE CONTRACT REQUIREMENTS

I. PROGRAM SPECIFICATIONS

A. Program # - Assisted Transportation
Unit of Service 1 One-Way Trip

Definition - Provision of assistance, **including escort**, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1. Unit Measurement: 1 One-Way Trip

2. Units of Service/Clients Served:

a. Units of Service to be Provided Under Contract:	<u>12,250</u> ✓
b. Unit Rate:	<u>\$5.10</u> ✓
c. Number of New Clients to be Served:	<u>50</u>
d. Number of New Minorities to be Served:	<u>20</u>
e. Number of Clients in Target Groups:	<u>45</u>

II. INTAKE/SCREEN FORMS

Contractor must use the "New Senior Intake Form", 100x, (OoA Form 2), for each **new** client served, and take appropriate measures to ensure confidentiality of such client information. **A copy of this form for each new senior served during the reporting month must be submitted to the Office on Aging along with the Monthly Supportive Services Report and Request for Reimbursement.**

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.

Organizational Chart is attached. Job descriptions are attached. Bi-lingual

ATTACHMENT A

telephone assistance is available to clients through Information Specialists of HelpLink. Spanish language forms have been available for several years. Staff training is conducted internally as part of periodic staff meetings and a TRIP Policies and Procedures Manual provides staff with detailed instructions in all facets of program operation. The Office on Aging HelpLink Call Center Manager is scheduled to provide Customer Service Training for TRIP staff.

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."

Outreach for the TRIP program of the Partnership includes a multitude of integrated activities and programs: collaboration with agencies, organizations and businesses that provide aging services; the free distribution of the educational Meeting the Challenges publication; the wide distribution of handbills, bookmarks and other fliers; the Partnership website www.LivingPartnership.org; the *Vital Connections* web portal www.vitalco.net; speaking engagements and presentations by TRIP staff, members of the board, and Information Specialists from HelpLink.

Referrals to the Partnership are all routed through the 1-800-510-2020 HelpLink Call Center, but come from a variety of sources, including organizations and agencies across Riverside County and the social workers, staff and volunteers associated with those organizations, or as a result of our continuous community outreach through Meeting the Challenges and our Internet websites. Once received, applications are processed and evaluated for service through several available funding sources. New program participants are mailed "start up" packages that include necessary forms, in either English or Spanish, as appropriate, and an English-Spanish Rider Handbook to assist with their successful utilization of the TRIP Program, including the recruitment of volunteer drivers.

Volunteer escort drivers also receive an English-Spanish Volunteer Driver Manual to assist them to be successful volunteers. Continuous telephone contact and interaction will be maintained with riders and their volunteers to insure effective use of program services.

The Partnership uses self-developed software to record, monitor, control, and report program utilization. All customer information is treated as confidential and hardcopy records are maintained under locked security.

ATTACHMENT A

B. Hours/days of operation:

The escorted transportation that the Transportation Reimbursement and Information Project (TRIP) provides is available 24 hours a day, 7 days a week, at the convenience of the customers and their volunteers.

Persons may call the 1-800 number at HelpLink and speak with an Information Specialist Monday through Friday, 7:30am to 5:30pm. After-hours messages may also be left at the 1-800 number, which are returned the next business day. The *Vital Connections* Internet portal and the Partnership website are available 24 hours a day, 7 days a week to provide information and allow for service inquiries.

C. Describe the geographic area(s) Target Area Group (TAG), your program will serve:

TRIP serves all Target Area Groups (TAGs) in Riverside County with a combination of funding that also includes Measure A tax support, funding from the City of Blythe and Regional Access Project funds.

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

The Partnership has working relationships with some 130 agencies and organizations, which regularly refer persons in need of escorted transportation services to TRIP through the HelpLink 1-800-510-2020 Call Center. The inclusion of information about TRIP, and other available transportation services in Riverside County, through the free distribution of the quarterly Meeting the Challenges publication, helps to remind the management and staff of collaborating agencies and organizations about service availability for their customers and clients. The director's work with other work teams and committees also helps spread awareness of available TRIP services.

TRIP has placed more emphasis on training of program clients to be self-sufficient in the recruitment of volunteer drivers, but special partnerships with other organizations also provide a rich resource for the discovery and service of increasing numbers of the target population constituency across Riverside County. Many more of the referrals to the TRIP Program now come from social workers who recognize TRIP's capability to assist with the ongoing care of their clients. Periodic mailings are made to senior centers, community organizations, other providers and government offices of Riverside County.

ATTACHMENT A

- E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.:

A primary activity of TRIP, in fact, through its close collaboration with HelpLink, is coordination and referral to needed and available services. Also, all of the Partnership's programs and activities are integrated to provide crossover support and reinforcement. Our programmatic collaboration with agencies and organizations, our quarterly publication, and our Internet presence are all designed to work together to provide linkages and coordination with as many senior services providers as possible. We also continue to remain involved in traditional networking activities.

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

The escorted transportation portion of TRIP provides cash incentive mileage reimbursements to encourage volunteers to escort frail older adults on personal vehicle travel to get them out of their homes, access needed services, provide for their daily needs, visit friends, go to church – in short, to help keep them connected with their community support systems and maintain their independence.

TRIP volunteers assist those with physical disabilities to get out of their residences, into the transport vehicle, into the store or medical facility, or other destination. TRIP allows convenient travel both locally and out of the area, like travel to Loma Linda Medical Center. Volunteers escort their passengers and assist them to walk, see, communicate, or shop. They sit with them in medical offices, and interpret or explain important information. They help carry packages and groceries. They wait for TRIP customers to complete their appointments and transport them to other destinations for additional purposes, or return them home, minimizing challenges to stamina or risks to personal safety and well-being.

**ATTACHMENT B
ALLOCATION**

ATTACHMENT B

**Contracts for Services Fiscal Year 2011/2012
Vendor #70706**

Provider	Funding Source Project/Grant Program	Unit of Service	Unit Description	CFDA # of Units	Number of Units	Unit Rate	Dollar Amount	Total Contract Amount per Provider
Independent Living Partnership 6296 River Crest Drive, Suite K Riverside, CA 92507	OA61010FY12 Title IIIB Transportation	Escort Trip Transportation	1 Way Trip	93.044	12,250	\$5.10	\$62,475.00	\$62,475.00

**ATTACHMENT C
BUDGET**

ATTACHMENT C

COUNTY OF RIVERSIDE
OFFICE ON AGING
CONTRACTOR BUDGET
Fiscal Year 2011/2012

CONTRACT PROVIDER: INDEPENDENT LIVING PARTNERSHIP
PROGRAM/ACTIVITY: Tittle IIIB-Escort

NARRATIVE	CONTRACT FUNDS	CASH MATCH	IN-KIND MATCH	PROGRAM INCOME	NON CASH MATCH	NON IN-KIND MATCH	INDIRECT COSTS	TOTAL
PERSONNEL								\$0.00
DIRECTOR/GENERAL PROGRAM MANAGER	5,328.00	46,248.00						\$51,576.00
PROGRAM OPERATIONS MANAGER	7,766.00	45,432.00						\$53,198.00
BILINGUAL ADMIN ASSISTANT	2,500.00	27,984.00						\$30,484.00
GENERAL CLERICAL	1,332.00	11,400.00						\$12,732.00
Subtotal Personnel	16,926.00	131,064.00	0.00	0.00	0.00	0.00	0.00	\$147,990.00
FRINGE BENEFITS								\$0.00
NONE								\$0.00
Subtotal Fringe Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
SERVICE AND SUPPLIES								\$0.00
Accounting	1,300.00	8,678.00						\$9,978.00
Staff Training and Travel	0.00	250.00						\$250.00
Equipment/Furniture	0.00	0.00						\$0.00
Contracts/Consultants	4,000.00	37,185.00						\$41,185.00
Telephone	950.00	0.00						\$950.00
Postage	700.00	0.00						\$700.00
Advertising	0.00	750.00						\$750.00
Rent	720.00	7,287.00						\$8,007.00
Insurance	1,100.00	3,900.00						\$5,000.00
Utilities	300.00	2,250.00						\$2,550.00
Repair	0.00	0.00						\$0.00
Copying/Printing	0.00	0.00						\$0.00
Other: Office Supplies	300.00	51,000.00						\$51,300.00
Other: Volunteer Driver In-Kind	0.00	0.00	150,000.00		150,000.00			\$450,000.00
Other: Volunteer Mileage Reimbursements	36,179.00	310,019.00						\$346,198.00
Other: Volunteer Recruitment/Trng/Recognition	0.00	1,000.00						\$1,000.00
Other: Printing&Mailing Ed&Outreach Pub	0.00	21,500.00						\$21,500.00
Other: DMV Driving Record Checks	0.00	0.00						\$0.00
Other Background Checks	0.00	0.00	0.00		0.00			\$0.00
Subtotal Service and Supplies	\$45,549.00	\$443,819.00	\$150,000.00	\$0.00	\$150,000.00	\$150,000.00	\$0.00	\$934,268.00
TOTAL COSTS	\$62,475.00	\$574,883.00	\$150,000.00	\$0.00	\$150,000.00	\$150,000.00	\$0.00	\$1,082,258.00

**CERTIFICATE OF
INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

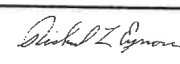
PRODUCER Comprehensive Insurance Services 22342 Avenida Empresa Suite 255 RSM, CA 92688	CONTACT NAME: PHONE (A/C, No, Ext): (949) 709-8800	FAX (A/C, No): (949) 709-1668	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		
INSURED Independent Living Partnership 6296 Rivercrest Drive Ste. K Riverside, CA 92507	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	NONPROFITS' INSURANCE ALLIANCE	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: **GL** REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2010-02470-NPO	09/01/2010	09/01/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			2010-02470-NPO	09/01/2010	09/01/2011	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 type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$				
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / N <input type="checkbox"/> N / A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED PER ATTACHED ENDORSEMENT #CG2026

CERTIFICATE HOLDER RIVERSIDE COUNTY OFFICE ON AGING / ATTN: CONTRACTS 6296 RIVERCREST DRIVE STE. K RIVERSIDE, CA 92507-0738	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Richard Eynon, CIC/JEREMY



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-01-2010

GROUP:
 POLICY NUMBER: 1344879-2010
 CERTIFICATE ID: 6
 CERTIFICATE EXPIRES: 08-01-2011
 08-01-2010/08-01-2011

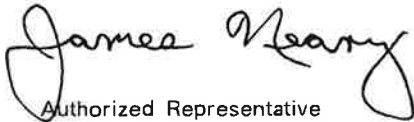
RIVERSIDE COUNTY OFFICE ON AGING SK
 CONTRACTS
 6296 RIVER CREST DR
 RIVERSIDE CA 92507-0738

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


 Authorized Representative


 Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 08-01-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

INDEPENDENT LIVING PARTNERSHIP SK
 6235 RIVER CREST DR STE C
 RIVERSIDE CA 92507

**BOARD RESOLUTION
STATEMENT AND
SIGNATURES**



INDEPENDENT LIVING PARTNERSHIP

6235 Rivercrest Drive, Suite C, Riverside, CA 92507 • 951.653.0740 • www.LivingPartnership.org

Resolution of Board of Directors and Certificate of Authorized Signatures

Independent Living Partnership
6235 River Crest Drive, Suite C, Riverside CA 92507-0758
California Corporation # C1495110

Resolved First, that **RICHARD SMITH**, Executive Director, is hereby authorized and empowered of and on behalf of this corporation, from time to time while these resolutions are in effect, and in accordance with corporation bylaws, to: (a) make applications for grants in the name of and on behalf of this corporation; (b) enter into contracts with agencies, organizations and financial institutions on behalf of this corporation; (c) enter into any agreements, execute any documents or papers, and furnish any information required or deemed necessary or proper in connection with any of the foregoing, or as otherwise required in the normal course of business.

Resolved Second, that the above named, be hereby authorized and empowered, as occasion may arise, to receive and endorse the name of this corporation on any checks issued to the corporation and to sign any checks issued to pay obligations of the corporation.

Signature of Authorized Signer:

Certification.

I **Hereby Certify** that the foregoing is a true and correct copy of a resolution presented to and adopted by the Board of Directors of the Independent Living Partnership on the 27th Day of August, 2009 and approved by unanimous agreement through a special poll of the Board, and that such resolution is duly recorded in the minute book of this corporation. I also certify that the signature set opposite the authorized signer's name is a true and genuine specimen of the authorized signer's signature.

In Witness Whereof, I have hereunto signed my name:

ROBERT McKECHNIE, SECRETARY OF THE BOARD

In Witness Whereof, I have hereunto signed my name:

KEVIN R. DUNLAP, PRESIDENT

PREVIOUS EDITIONS ARE OBSOLETE.

JOB DESCRIPTION
EXECUTIVE DIRECTOR

Under the direction of the Board of Directors, Executive Director is to provide administrative and executive management of the Partnership and its various programs and will exercise independent judgement and initiative in making decisions.

RESPONSIBILITIES

1. Executive Director is fiscally responsible for all financial management, accountability reports required by funding sources and the preparation of annual budgets and is to report any significant changes in the organization's financial condition to the Board of Directors with recommendations for appropriate action.
2. Executive Director is to carry out personnel management responsibilities in accordance with the Bylaws, and/or Personnel Policies and/or Employee Policies and Procedures and is to supervise and evaluate all paid and volunteer staff of the organization.
3. Executive Director is to provide staff support to the Board of Directors, keep them informed of all relevant matters and recommend appropriate action.
4. Executive Director is to assist the Board of Directors with on-going program development as well as long range and strategic planning.
5. Executive Director is to promote the development of goodwill towards the Partnership and its programs and in the development and maintenance of effective relationships with key personnel of various public and private agencies and organizations, the media, elected officials and other persons who do or can contribute to the programs and interests of the Partnership and is to represent the Partnership at necessary meetings.
6. Executive Director is to interface effectively with the target population of seniors and persons with disabilities which the Partnership serves through its various programs.
7. Executive Director is to actively plan and implement fund development programs which include submission of grant applications, staging of events and solicitation of funding and contributions as necessary and appropriate.
8. Executive Director is to plan, develop, implement, market, monitor and evaluate Partnership programs and activities, including the publication of a newsletter and the staging of public forums, upon the general direction of the Board of Directors and is to provide reports to the Board of Directors that detail the performance of all organization programs and activities and which recommend appropriate actions to be taken.
9. Executive Director is to attend seminars, conferences and training meetings which benefit the accomplishment of the mission and objectives of the Partnership.

Independent Living Partnership

JOB DESCRIPTION

Executive Assistant/ TRIP Program Operations Manager
Ivet Woolridge

Under the direction and supervision of the Executive Director/TRIP Program General Manager, Executive Assistant/ TRIP Program Operations Manager, provides oversight and management of the operations of the Transportation Reimbursement and Information Project (TRIP) Program.

RESPONSIBILITIES

1. Executive Assistant/ TRIP Program Operations Manager is responsible for the effective and efficient operations of all TRIP Program activities and services, working with Partnership staff to achieve optimal productivity, mastering and demonstrating performance excellence in all activities and services, providing workplace leadership and assisting Partnership staff with their work duties, as necessary.
2. Executive Assistant/TRIP Program Operations Manager is responsible for audit and data input of monthly reimbursement requests submitted by customers and printing and verification of unpaid trip reports.
3. Executive Assistant/TRIP Program Operations Manager is responsible for secure protection of blank check stock, issuance of all monthly mileage reimbursement checks to customers and timely mailing of checks to clients, and electronic transfer of Excel formatted check payment information of accounting firm.
4. Executive Assistant/TRIP Program Operations Manager is responsible for preparation of monthly Statistical Reports and for the preparation and submission of program performance reports, assisting with grant applications, as requested.
5. Executive Assistant/TRIP Program Operations Manager is responsible for monitoring program performance on an on-going basis, identifying and assessing utilization trends as they occur and reporting changed to the Executive Director.
6. Executive Assistant/TRIP Program Operations Manager is responsible, as the Spanish Language Editor of *Meeting the Challenges* and other periodic publications, for conducting research, as necessary and writing and editing Spanish articles for publication.
7. Executive Assistant/TRIP Program Operations Manager is primary organization contact with single language, Spanish speaking, clients and service applicants, and is responsible for all written and verbal translations required by TRIP program operations.
8. Executive Assistant/TRIP Program Operations Manager is responsible for the preparation of eligibility and status information packages for new TRIP program enrollees, for the timely review of program participants that might be required, and for communicating any changes of eligibility and status to participants.
9. Executive Assistant/TRIP Program Operations Manager is responsible for insuring that TRIP staff serves all customers in the most helpful and friendly way possible, that questions are answered completely and correctly, and will work with TRIP staff to resolve customer complaints, referring unresolved complaints supported by a history of the research already conducted and discussion already held, if any, to the Executive Director.
10. Executive Assistant/TRIP Program Operations Manager prepares other correspondence as necessary and performs other duties as assigned.

JOB DESCRIPTION
BILINGUAL ADMINISTRATIVE ASSISTANT

Under the direction and supervision of the TRIP Operations Manager, *Bilingual Administrative Assistant* provides assistance to Transportation Reimbursement and Information Project (TRIP) clients and applicants in coordination with other Partnership staff, and provides support for related services of the Partnership. [Salaried position/20 hours per week/\$11.74-\$14.63 per hour.]

REQUIRED BACKGROUND AND SKILLS

Successful applicant will be detail oriented, be personable, friendly, and have excellent telephone and communication skills. Successful applicant must have excellent organizational, filing, and computer skills and must be fully fluent in both English and commonly used forms of Spanish, with excellent bilingual writing and translation skills.

RESPONSIBILITIES

1. *Bilingual Administrative Assistant* is responsible for review of both English and Spanish TRIP service applications, telephone follow-up with applicants, securing verifications of disability from physicians, as necessary, and preparing application packages for submission for Eligibility Determination Committee review.
2. *Bilingual Administrative Assistant* is responsible for completing verbal and written translations, as assigned, and is primary organization contact with single language, Spanish speaking, clients and service applicants.
3. *Bilingual Administrative Assistant* is responsible for review of monthly "Request for TRIP Reimbursement forms", which are received from customers, and for all necessary follow-up to insure that requests are complete and accurate.
4. *Bilingual Administrative Assistant* is responsible for updating customer and volunteer data and hardcopy files, as directed, and is responsible for answering general question and inquiry telephone calls from customers and will be the primary Spanish language staff resource.
5. *Bilingual Administrative Assistant* is responsible for insuring that all customers, with whom they have contact, are served in the most helpful and friendly way possible, answering questions, researching records as necessary to provide requested information. Any complaints received are to be referred directly to the attention of the Administrative Coordinator, along with a history of the research already conducted and discussions already held, if any.
6. *Bilingual Administrative Assistant* is responsible for review and data input of monthly mileage reimbursement requests submitted by clients and for printing and verification of unpaid trip reports, assists with issuance of reimbursement checks, and with the preparation of check packages for mailing to customers.
7. *Bilingual Administrative Assistant* is responsible for the regular and recurring filing of TRIP customer records and documents.
8. *Bilingual Administrative Assistant* is responsible for performing photocopy duties as assigned.
9. *Bilingual Administrative Assistant* is responsible for performing organization mail list data entry and maintenance duties, as assigned.
10. *Bilingual Administrative Assistant* prepares other correspondence as necessary and performs other duties as assigned.

Independent Living Partnership

JOB DESCRIPTION Administrative Management Assistant

Karen Long

Under the direction and supervision of Executive Assistant/TRIP Program Operations Manager, Administrative Management Assistant provides assistance to Executive Assistant/TRIP Program Operations Manager in all Partnership program areas, but particularly in the administration of the Transportation Reimbursement Project (TRIP) and related services of the Partnership.

RESPONSIBILITIES

1. Administrative Management Assistant is responsible for review of monthly "Requests for TRIP Reimbursement forms", which are received from passengers, to insure that all requests are complete and accurate
2. Administrative Management Assistant is responsible for updating customer and volunteer data and hardcopy files, as directed.
3. Administrative Management Assistant is responsible for processing new client applications in accordance with established program policies and procedures.
4. Administrative Management Assistant is responsible for answering general questions and inquiry telephone call from customers and drivers while on duty.
5. Administrative Management Assistant is responsible for insuring that all passengers, with whom they have contact, are served in the most helpful and friendly way possible, answering questions, researching records as necessary to provide requested information. Any complaints received are to be referred directly to the attention of the Executive Assistant/TRIP Program Operations Manager, along with a history of the research already conducted and discussions already held, if any.
6. Administrative Management Assistant is responsible for assisting with the preparation of check packages for mailing to customers.
7. Administrative Management Assistant is responsible for regular and recurring filing of TRIP customer records and documents.
8. Administrative Management Assistant is responsible for performing photocopy duties as assigned.
9. Administrative Management Assistant is responsible for performing organizational mail list data entry and maintenance duties, as assigned.
10. Administrative Management Assistant prepares other correspondence as necessary and performs other duties as assigned.

Independent Living Partnership

JOB DESCRIPTION General Clerical Assistant

Adrian Pinedo

Under the direct supervision of Executive Assistant/TRIP Program Operations Manager, Clerical Assistant provides assistance in all partnership program areas, but particularly in the administration of the Transportation Reimbursement and Information Project (TRIP) and related services of the Partnership.

RESPONSIBILITIES

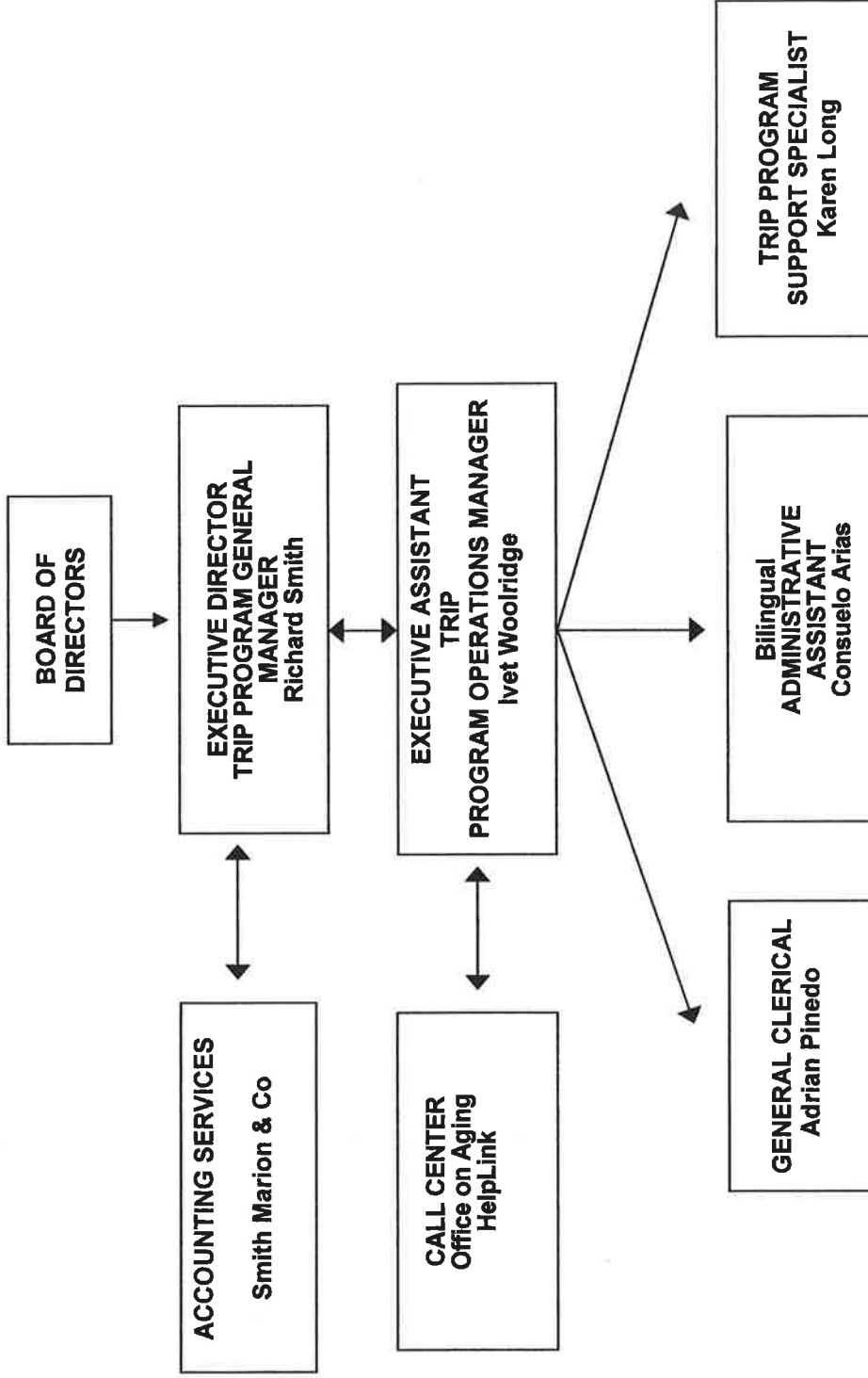
1. Clerical Assistant is responsible for review and data input of monthly mileage reimbursements requests submitted by clients and for printing and verification of unpaid trip reports
2. Clerical Assistant assists with preparation for mailing of monthly reimbursement payments.
3. Clerical Assistant is responsible for filing monthly reimbursement packets in addition to everyday day filing.
4. Clerical Assistant assists with opening daily mail, and distributing it to the appropriate person.
5. Clerical Assistant performs other duties as assigned.

ORGANIZATIONAL CHART



INDEPENDENT LIVING PARTNERSHIP

ORGANIZATIONAL DESIGN



Partnership offices are located in Riverside at 6235 Rivercrest Drive, Suite C, Riverside, CA 92507. All of Riverside County is served and the full range of Partnership services can be accessed through 1-800-510-2020, Riverside County Office on Aging [HelpLink](http://www.vitalco.net) Call Center, as well as through the Internet Web Portal [Vital Connections](http://www.vitalco.net) and the Partnership Website <http://www.LivingPartnership.org>

EXHIBIT A

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

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

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

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

ARTICLE I. DEFINITIONS (Continued)

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

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

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

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

ARTICLE I. DEFINITIONS (Continued)

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

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

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

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

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

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

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

4. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA.
 - a. Lives with a child (but is not the older adult parent of the child or individual of any age with a disability);
 - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 - c. Has legal relationship with child, as such legal custody or guardianship, or is raising the child informally.

5. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part, A Section 302(3); Title I, Section 102(22)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 7 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, continence, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.

6. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age or is an individual (of any age) with a disability.

7. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in 3 or more of the following areas of major life activity:

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

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

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

The following apply to the Respite service category above:

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

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

- (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.

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

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

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

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

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

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

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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

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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

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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.

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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

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- 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).

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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)].

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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.

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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

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

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

2. Senior Companion Program

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

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- 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

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- Eligible Service Population** means: individuals 60 years of age or older with an income no higher than that of the annual basic benefit level provided under the State Supplementary Payment (SSP) Program for a blind recipient [California Welfare and Institutions Code, Division 8.5, Chapter 7.5, Section 9543(b)]. If it is determined that a surplus of foodstuffs exists, the program may also provide these services to persons 60 years of age or older with an income that does not exceed 125 percent of the maximum SSP income level. [Section 9543(c)].
 - No minimum dollar amount or specified numbers of contractors are required.
 - Maintain a program data collection and reporting system as specified in Exhibit E.
4. Respite Purchase of Service (RPOS)
- a. Operate, as a direct or contracted service, a state funded Respite Purchase of Service (RPOS) program that meets the program standards set forth in the Respite Purchase of Service 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
 - Eligible Service Population** means: caregivers of frail elderly adults or adults with functional impairments.
 - Contracts for RPOS are not tied to the Linkages Program and can be contracted as a separate service.
 - Maintain a program data collection and reporting system as specified in Exhibit E.
5. Alzheimer's Day Care Resource Center (ADCRC)
- a. Operate, as a direct or contracted service, a state funded ADCRC for the purpose of developing an enhanced program infrastructure that enables a day care provider to provide services successfully to persons with moderate to severe Alzheimer's disease or related dementia as well as support to their families and caregivers as set forth in the Alzheimer's Day Care Resource Center Policy and Procedure Manual, revised July 2000, and in any other subsequent

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

b. Additional Provisions

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

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

1. Needs Assessment

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

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what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

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

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

This group-needs assessment will serve as the basis for The Office on Aging determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

- b. The Office on Aging shall prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:
 1. Methodologies used.
 2. Findings regarding linguistic and cultural needs of non-English or LEP groups.
 3. Services proposed to address the needs identified and a timeline for implementation. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall maintain a record of the group-needs assessment on file at their location at all times during the term of this Agreement. (Title 22 CCR Section 98310, 98313)
2. Provision of Services
- a. The Office on Aging shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
 - b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

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1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group needs assessment, The Office on Aging shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)
- d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at their office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)
3. Compliance Monitoring
- a. The Office on Aging shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
 - b. The Office on Aging shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such

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

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

EXHIBIT B

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the Contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.(CCR, Title 2 Section 599.615 et seq.)
4. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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

C. Unexpended Funds

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

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

4. Funding Reduction(s)

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

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

ARTICLE I. FUNDS (Continued)

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

E. Interest Earned

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

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

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

ARTICLE I. FUNDS (Continued)

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand services.
8. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Contractor, and used for costs of the ADCRC.

G. One-Time-Only Funds

1. Title III, VII, & III E and Supplemental Title III & VII federal Program One-Time-Only funds shall be used for one-time- only purposes and cannot be used to increase baseline needs. One-Time-Only funds may be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) & (b).
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title III B, III C-1, III C-2, and III E federal Administration One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

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

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

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

I. Area Plan Administration

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

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) and shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Contractor shall submit electronically a budget revision 30 days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Transfers
 - 1. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - 2. Transfer of State funds is allowable between Titles III B General Fund, III C-1 General Fund, III C-2 General Fund, and III D General Fund.
 - 3. Transfer of State funds is allowable between State Funded CBSP programs.
 - 4.
 - a. Funds may be transferred in accordance with this section without a formal contract amendment upon agreement of both parties when the total amount of the Agreement does not exceed the total amount of the latest executed Agreement.
 - b. Requests to transfer federal or State funds (including CBSP) must be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - c. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
 - 5. Transfer of funds cannot be processed or approved after the end of the specified contract period.

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
9. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.
10. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.

G. Program Development or Coordination

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

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

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

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

B. Title III E

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

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

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

E. Nutrition Services Incentive Program (NSIP)

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

ARTICLE III. PAYMENTS (Continued)

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

F. Financial Management Systems

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

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

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

ARTICLE IV. CLOSEOUT

- A.** The Financial Closeout Report (CDA 180) shall be submitted annually to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.
- B.** Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C.** During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

EXHIBIT D

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
 2. Scope of work, Exhibit A;
 3. Special terms and conditions Exhibit D;
 4. General terms and conditions, Exhibit C;
 5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
 6. Any other documents incorporated herein by reference.
- C. The Contractor shall comply with all applicable program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Contractor" means the Office on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
- F. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE II. ASSURANCES

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

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

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

C. Nondiscrimination

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

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

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

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

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

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

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

ARTICLE II. ASSURANCES (Continued)

4. The Office on Aging agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

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

E. Conflict of Interest

1. The Office on Aging shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the office on Aging's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

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

ARTICLE II. ASSURANCES (Continued)

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

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

1. When applicable for purposes of construction or repair of facilities, the Office on Aging shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. The Office on Aging shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Office on Aging or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

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.

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

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

L. Contractor's Staff

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

M. Corporate Status

1. The Office on Aging shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Office on Aging shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Office on Aging shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Office by Aging until satisfactory status is restored.

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

ARTICLE II. ASSURANCES (Continued)

N. Lobbying Certification

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Office on Aging, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Office on Aging shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

**Special Terms and Conditions - Exhibit D
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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

**Special Terms and Conditions - Exhibit D
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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

**Special Terms and Conditions - Exhibit D
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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

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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 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.

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 5th working day of every month. For late reports, the Contractor shall submit a written explanation to the OoA by the 5th 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.

CONTRACT CONTENTS CHECKLIST
FISCAL YEAR 2011/2012

Contract with:

Riverside-San Bernardino County Indian Health

Check each box when complete

Contract: (4) Signed Signature Pages:

Four Signature Pages Only

Attachment A: (Scope of Services)

Attachments A: Riverside-San Bernardino County Indian Health Title(s) IIC1 & IIC2

Attachment C: Budget

Attachment C: Riverside-San Bernardino County Indian Health

Insurance Copies:

Attach a copy Certificate of Insurance

Expiration Dates

* Requires additionally insured letter

<input checked="" type="checkbox"/> Workers Compensation		1-1-12
<input checked="" type="checkbox"/> *Commerce General Liability		11-30-11
<input checked="" type="checkbox"/> *Vehicle Liability		2-1-12
<input checked="" type="checkbox"/> General Insurance		7-28-11
<input checked="" type="checkbox"/> Professional Liability	if applicable	8-6-11

Board Resolution Stmt & Signatures

Authorization to enter into agreement

Organizational Chart:

Include names and job titles

AGENCY CONTRACTS REPRESENTATIVE PLEASE FILL OUT THIS CONTRACT CONTENTS CHECKLIST FORM COMPLETELY AND **RETURN WITH CONTRACT PACKAGE**.

*** Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds WILL be delayed.**

* Please provide the name(s) of the person(s) who complete the Monthly Reports and Reimbursements:

Monthly Reports/Name/Phone Number

Karen Corbin

800-732-8805 Ext 1799

kcorbin@rsbcihi.org

Reimbursements/Name/Phone Number

Mark Jensen

800-732-8805 Ext 1112

mjensen@rsbcihi.org

Please provide an email address for your agency

* Upon receipt of a complete and correct contract package, the contract will be executed and a copy sent to.

Afua Khumalo akhumalo@rsbcihi.org

SIGNATURE/DATE
(DIRECTOR OR DESIGNEE)

JUL 12 2011 3.34

Amendment Number:

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

Riverside County Agency Name
Office on Aging

Contractor Name
RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH

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



3. Maximum amount of this Agreement: \$126,072.00
One Hundred Twenty-Six Thousand Seventy-Two

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.

Contractor		County of Riverside	
Contractor Name: RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH		Agency Name:	
BY (Authorized Signature) 	Date Signed <u>5/18/11</u>	BY (Authorized Signature) 	Date Signed <u>7/12/2011</u>
Printed Name And Title of Person Signing <u>Linwood Killam, CEO</u>		Printed Name And Title of Person Signing BOB BUSTER CHAIRMAN, BOARD OF SUPERVISORS	
Address 11555 1/2 Potrero Road Banning, CA 92220		Address	

Purchasing: 
Mark Seiler, Assistant Director

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

RIVERSIDE COUNTY SENIOR NUTRITION SERVICES
FY 2011/2012

Riverside-San Bernardino Indian Health, Inc.

1. Statement of work:

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

2. Geographical area served

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

3. Congregate meals program:

- A. Number of annual units of service 6,000
- B. Number of new seniors to be served 25
- C. Meals are provided 5 days a week
- D. Meals are provided 245 days a year
- E. Total number of volunteers 1
- F. Suggested eligible participant donation \$3.00
- G. Non-eligible fee per meal \$5.00
- H. Attach a copy of your donation policy H.
- I. Actual Cost of each meal \$4.41

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

ATTACHMENT A

<p>Site: Morongo Address: 11555 ½ Potrero Rd Banning CA 92220 Phone #: 800-732-8805 Ext 1899 Staff person: Jonathan Kassey</p> <p>Hours of Operation: 6:30am – 12:30 pm Number of meals: 2000 Annual site costs: 0</p>	<p>Site: Pechanga Address: 12784 Pechanga Rd Temecula Ca 92390 Phone #: 800-732-8805 Ext 4520 Staff person: Teresa Verlinger-Edgeson</p> <p>Hours of Operation: 6:30am – 12:30 pm Number of meals: 601 Annual site costs: \$1150</p>
<p>Site: Torres-Martinez Address: 66725 Martinez Rd Thermal Ca , 92274 Phone #: 760-397-0300 Ext 1212 Staff person: Arlene Vanprays</p> <p>Hours of Operation: 8:00am – 12:00pm Number of meals: 601 Annual site costs: -0-</p>	<p>Site: _____ Address: _____ Phone #: _____ Staff person: _____</p> <p>Hours of Operation: _____ Number of meals: _____ Annual site costs: _____</p>
<p>Site: _____ Address: _____ Phone #: _____ Staff person: _____</p> <p>Hours of Operation: _____ Number of meals: _____ Annual site costs: _____</p>	<p>Site: _____ Address: _____ Phone #: _____ Staff person: _____</p> <p>Hours of Operation: _____ Number of meals: _____ Annual site costs: _____</p>
<p>Site: _____ Address: _____ Phone #: _____ Staff person: _____</p> <p>Hours of Operation: _____ Number of meals: _____ Annual site costs: _____</p>	<p>Site: _____ Address: _____ Phone #: _____ Staff person: _____</p> <p>Hours of Operation: _____ Number of meals: _____ Annual site costs: _____</p>
<p>Site: _____ Address: _____ Phone #: _____ Staff person: _____</p> <p>Hours of Operation: _____ Number of meals: _____ Annual site costs: _____</p>	<p>Site: _____ Address: _____ Phone #: _____ Staff person: _____</p> <p>Hours of Operation: _____ Number of meals: _____ Annual site costs: _____</p>

ATTACHMENT A

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

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

Yes No

Please list all vehicles paid for with older Americans Act funds by model, make, year and mileage as of May 2011.

MODEL	MAKE	YEAR	MILEAGE
Caravan	Dodge	1998	52,793
Windstar	Ford	2003	79,571
Pathfinder MOR	Nissan	2010	27,698
Pathfinder PECH	Nissan	2010	21,011

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

Total number of presentations 4
 Annual cost \$1,500
 Name of registered dietitian Afua Khumalo
 License number 920515 Expiration date: 8/31/2011

6. Home delivered meals program:

A. Number of annual units of service 25,000
 B. Number of new seniors to be served 30
 C. Meals are delivered 5 days a week
 D. Meals are provided for 6 days a week
 E. Meals are provided 302 days a year
 F. Total number of volunteers -0-
 G. Suggested eligible participant donation \$3.00
 H. Actual Cost of meal is \$4.41

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

ATTACHMENT A

Site: <u>Morongo Senior Center</u> Address: <u>11555 ½ Potrero Rd</u> <u>Banning, Ca 92220</u> Phone #: <u>951-849-4761</u>	Site: <u>Pechanga Senior Center</u> Address: <u>12784 Pechanga Rd</u> <u>Temecula, Ca 92390</u> Phone #: <u>951-676-6810</u>
Site: _____ Address: _____ Phone #: _____	Site: _____ Address: _____ Phone #: _____
Site: _____ Address: _____ Phone #: _____	Site: _____ Address: _____ Phone #: _____
Site: _____ Address: _____ Phone #: _____	Site: _____ Address: _____ Phone #: _____
Site: _____ Address: _____ Phone #: _____	Site: _____ Address: _____ Phone #: _____

7. List the routes for each site and number of miles per day for each route.

ROUTE	MILES		ROUTE	MILES
<u>Morongo</u>	<u>50</u>		_____	_____
<u>Pechanga</u>	<u>15</u>		_____	_____
<u>Soboba</u>	<u>100</u>		_____	_____
<u>Morongo/Soboba</u>	<u>100</u>		_____	_____
<u>Pechanga</u>	<u>115</u>		_____	_____
_____	_____		_____	_____
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_____	_____		_____	_____
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_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____

ATTACHMENT A

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

9. Number of volunteer drivers in program
0

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

Yes No

If yes, how much per mile? _____

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

Yes No

If yes, please list those vehicles by model, make, year and mileage.

MODEL	MAKE	YEAR	MILEAGE

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

Total number of service units 25,000

Total number of seniors to be served 241

Cost per Contact \$60.00

Name of registered dietitian Afua Khumalo

License number 920515 Expiration date: 8/31/2011

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

Nutrition Counseling IHS

Transportation – Outreach IHS

Community Services – Medical, Dental, Optometric, Nursing

Exercise Classes

13. Please attach a copy of the following:

- a) Plan for:
 - i) Targeting the frail elderly and minority
 - ii) In service staff training
 - iii) Internal monitoring schedule
 - iv) Congregate nutrition education

ATTACHMENT A

- v) Nutrition counseling plan
- b) Copy of your:
 - i) Disaster plan
 - ii) Grievance procedure
- c) Provider subcontractors:
 - i) Subcontractor agreement(s), and
 - ii) Monitoring schedule for subcontractor, including monitoring dates, staff assigned to conduct monitoring, and monitoring tool utilized.

ALL SITES TELEPHONE/ADDRESS DIRECTORY

AGUA CALIENTE CHR OFFICE

901 E. TAHQUITZ WAY SUITE A-204
PALM SPRINGS, CA 92262
(760) 323-9496
(877) 781-0444
Fax (760) 320-9615

BARSTOW CHR OFFICE

705 E. VIRGINIA WAY SUITE A
BARSTOW, CA 92311
(760) 256-9016
(760) 256-8262
Fax (760) 256-7856

COMMODITY WAREHOUSE

459 EGAN AVE
BEAUMONT, CA 92223
(951) 845-3955
Fax (951) 845-0185

FORT MOJAVE INDIAN HEALTH

500 MERRIMAN AVE.
NEEDLES, CA 92363
(760) 629-4591
Fax (760) 629-2468

SAN MANUEL CLINIC

2210 E. HIGHLAND AVE. SUITE 200
SAN BERNARDINO, CA 92404
(909) 864-1097
(888) 268-0008
Fax (909) 425-8242

LOCATION HEADQUARTERS

MORONGO CLINIC

11555 ½ POTRERO ROAD
BANNING, CA 92220
(951) 849-4761
(800) 732-8805
Fax (951) 849-5612
Congregate Sq ft = 2520

PECHANGA CLINIC

PHYSICAL: 12784 PECHANGA ROAD
MAILING: 48360 PECHANGA ROAD
TEMECULA, CA 92390
(951) 676-6810
(877) 781-0333
Fax (951) 676-0744

Clinic with congregate included
Sq ft = 2505

ANZA OUTREACH

39100 CONTRERAS RD. SUITE C
ANZA, CA 92539
(951) 763-4835
(877) 781-0555
Fax (951) 763-0495

SOBOBA CLINIC

607 DONNA WAY
SAN JACINTO, CA 92583
(951) 654-0803
(800) 851-5816
Fax (951) 487-9634

TORREZ-MARTINEZ CLINIC

PHYSICAL: 66-735 MARTINEZ RD.
MAILING: P.O. BOX 1098
THERMAL, CA 92274
(760) 397-4476
(800) 717-4476
Fax (760) 397-0066

TUSCANY SUITES

514 CALIFORNIA AVE.
DIABETES: SUITE 14
NATIVE CHALLENGE: SUITE 10
BEAUMONT, CA 92223
(951) 769-7853
(877) 769- 8406
Fax (951) 769-4034

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SECTION: 5 FOOD QUALITY	PART: 5.1 FOOD QUALITY SERVICES	

1.0 POLICY

- 1.1 It is the policy of the Department to minimize foodborne illnesses among tribal members and customers/patrons of Tribal-owned casinos and business through the sanitary production, preparation, storage and handling of food products.

2.0 SERVICES

- 2.1 The following food quality services are provided as described in the following Sections:
- A. Food Sanitation Surveys
 - B. Food Quality Surveillance
 - C. Training in Food Quality Practices

3.0 OPERATING GUIDELINES, STANDARDS AND PUBLICATIONS FOR REFERENCE

- A. "Food Code 1993"; PHS/FDA.
- B. "IHS Institutional Guidelines," latest edition.
- C. "Grade A, Pasteurized Milk Ordinance," PHS Publication No. 229, 1965 Recommendation
- D. "Instructor's Guide - Sanitary Food Service," PHS Publication No. 90, Revised 1969.
- E. "Sanitarian's Handbook - Theory & Administrative Practice," Chapter 23.
- F. "Recommended Methods for the Microbiological Examination of Foods," APHA 2nd Edition 1966.

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SECTION: 5 FOOD QUALITY	PART: 5.2 FOOD SANITATION SURVEYS	

1.0 **POLICY**

- 1.1 The Department's policy is to periodically evaluate the status of food sanitation in the Senior Nutrition Centers, Commodity Food Warehouse and Headstart, Schools, Community Centers and Indian-owned Hotels and Casinos to insure the wholesomeness of food and prevention of food infections and intoxication's among tribal members, food service handlers and customers.

2.0 **COMMUNITY FOOD SERVICE FACILITIES**

- 2.1 This category includes Senior Nutrition, Commodity Food Warehouse, Casino's and Headstart facilities.
- 2.2 Surveys of all food service facilities are conducted semi-annually using FDA Form 2420, and compared with recognized standards to determine sanitary conditions. A comparison is also made with previous surveys of the facility to evaluate extent of improvement. The survey considers factors such as food supply sources, protection and handling; health and cleanliness of food service personnel; sanitary design, construction, cleaning and installation of equipment and utensils; adequacy of the facility relative to construction, plumbing, lighting, heating, ventilation, insect and rodent control, and sanitary practices related to food handling and housekeeping. Survey forms used are:
- A. Food Service Establishment Inspection Report (Figure 5-1)
 - B. Food Warehouse Inspection Report (Figure 5-2)
- 2.3 Food sanitation surveys are conducted at least semi-annually, as evidenced by completed inspection forms on file in the Department.

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3.0 CASINO BINGO FOOD SERVICE

3.1 Training will be offered every two (2) years to all casino/bingo staff for a fee as approved by the Board of Directors of RSBCIHI. It will be free for staff of Senior Nutrition Centers, Community Centers, Headstart and Schools.

3.2 Training will include the FDA Food Safety Code, food service inspections, training video, test material and general safety materials.

3.3 On site training will be given to illustrate items of importance for the specific work setting.

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1.0 **FOOD PROTECTION**

- 1.1 Food must be protected at all time, including while being stored, prepared, displayed, served or transported from potential contamination, including dust, insects, rodents, unclean equipment, unnecessary handling, coughs and sneezes, flooding, drainage, or overhead dripping so contamination does not gain entry.
- A. Potentially hazardous food should be transported, stored, and served at 41°F or below or 135°F or above at all times unless being heated or cooled rapidly. These are recommended refrigerated food storage temperatures:
1. Body temperature 98° F (bacteria grows well here).
 2. 45° F maximum temperature for all perishable foods.
 3. Meat and fowl - 33° F - 38° F.
 4. 35° F - 45° F - fruits (except bananas), vegetables and most other perishables.
 5. Dairy products - 31° F - 38° F.
 6. Fish and shellfish - 23° F - 30° F.
 7. Frozen foods - 15° F - below - 0° F.
- B. Enough conveniently located refrigeration should be provided to assure proper storage temperatures. Foods should be stored in pans no deeper than four (4) inches so they will cool rapidly.
- C. Thermometers should be provided and be in clear view.
- D. Frozen foods should be kept frozen and should be stored at a temperature of 0°F or below. When thawing frozen foods, they should be (a) thawed in the refrigerator, (b) thawed under cool running water, (c) cooked directly from the frozen state, (d) in microwave oven if cooking is to continue.
- E. Potentially hazardous foods (those that are rich and moist such as sliced meats, gravies, dairy and egg products, stews and meat salads) should never be kept as leftovers.
- F. Ice used for cooling stored food cannot be used for human consumption.
- G. Most cooked foods should be cooked at an internal temperature of 140°F minimum. Poultry, poultry stuffing's and stuffed meats should be cooked to 165°F; cook pork to at least 150°F; rare beef to 130°F. Cooked food exposed to room temperature for four (4) hours shall be disposed and not served to consumer.
- H. Once served to a consumer, portions of leftovers cannot be reserved unless it is a commercially wrapped item with package still intact.

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1.0 **FOOD PROTECTION** (Continued)

1.1 (Continued)

- I. Handling of food must be minimized through the use of tongs, scoop, individual containers, dispensers, etc.
- J. Food should not be stored on the floor, but should be at least six (6) inches above the floor on cleanable shelving. This protects the food from splashes and other contamination's.
- K. Poisonous toxic agents, bactericides and chemicals must be properly labeled identified and stored separately from food linens and utensils.

2.0 **FOOD SERVICE EQUIPMENT AND UTENSILS**

2.1 Before dishes can be sanitized, all dirt and grease must be removed from them, otherwise bacteria may become encrusted in food particles and resist destruction or removal. Three (3) types of cleanliness which proper dishwashing can produce are:

- A. Physical Cleanliness -- All dishes and utensils must be clean to sight and touch. No grease film, fingerprints or residue.
- B. Chemical Cleanliness -- Some dishes and utensils may appear clean and still have a film of alkaline, hard water spotting or detergent if improperly rinsed.
- C. Bacteriological Cleanliness -- A swab test can be used to determine the number of bacteria on utensils. A dish, glass, etc. that has bacteria count greater than 100 is considered to have been improperly washed and disinfected.

2.2 Other important food service equipment considerations include:

- A. Food and ice contact surfaces should be designed, installed and maintained so as to be easily cleanable, smooth, free of breaks, open seams, chips, cracks, pits or other difficult to clean surface.
- B. Surfaces of equipment not intended for contact with food, but which are exposed to splashes or food debris or which otherwise require frequent cleaning, should be designed, installed and maintained so as to be readily accessible and easily cleaned.
- C. Equipment, unless readily moveable, should be sealed to the floor and/or wall or be installed on legs that provide enough clearance for easy cleaning (six (6) inches minimum clearance). Table mounted equipment should be sealed to the table or provide four (4) inches of clearance unless the item is lightweight and moveable.

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2.0 **FOOD SERVICE EQUIPMENT AND UTENSILS** (Continued)

2.2 (Continued)

- D. Tableware must be washed, rinsed and sanitized after each use.
- E. To prevent cross-contamination, kitchenware and food-contact surface of equipment must be washed, rinsed and sanitized after each use and following any interruption of operations during which contamination may have occurred.
- F. Where equipment and utensils are used for the preparation of potentially hazardous foods on a continuous or production-line basis, utensils and the food-contact surfaces of equipment must be washed, rinsed and sanitized at intervals throughout the day on a schedule based on food temperature, type of food, and amount of food particle accumulation.

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1.0 **TAKING FOOD SAMPLES**

1.1 There may be an occasion that requires your taking a food sample. If so, there are prescribed procedures to follow and certain equipment is needed.

1.2 Equipment:

- A. Those record forms required by the laboratory performing the food examination for you,
- B. Sample containers, sterile, non-absorptive and spill-proof,
- C. Refrigerants capable of maintaining a temperature of 32° - 40°F, or below 0°F for frozen food samples:
 - 1. For maintaining 32°-40°F, sealed refrigerants (plastic or canned) or wet ice in polyethylene bags are suitable.
 - 2. For maintenance of sub-zero temperatures, dry ice is required,
- D. Thermometers,
- E. Sterile sampling instruments, knives, spoons, scissors, augers, tongue blades, dippers, etc., and
- F. Shipping case.

1.3 Procedure:

- A. Record product temperature,
- B. Identify sample completely,
- C. Collect representative sample in a sterile container using a sterile technique,
- D. Package to protect from contamination,
- E. In presence of owner, seal sample so as to make it impossible to open without detection, and
- F. Maintain at proper temperature and deliver to laboratory for examination.

2.0 **BACTERIOLOGICAL EXAMINATION OF SILVERWARE**

2.1 A simple bacteriological examination of silverware can be accomplished in the following manner.

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2.0 **BACTERIOLOGICAL EXAMINATION OF SILVERWARE** (Continued)

2.2 Equipment and supplies required:

- A. Polyethylene tubing (0.003 gauge). This tubing is available in rolls of several hundred feet. Diameter of one (1) inch is needed for examining knives and forks, and 1-5/8 inch is needed for teaspoons. This tubing is available from Consolidated Thermoplastics Company, Chippewa Falls, Wisconsin. This tubing is apparently sterilized during the manufacturing process. Whirl-Pac water sampling bags could also be used.
- B. Standard Methods plate count agar with 0.1% Potassium Nitrate and 1% 2, 3, 5 Triphenyl - 2H - Tetrazolium Chloride (TTC) has been added. The KNO₃ enhances the development of aerobic bacteria and the TTC gives a red color to the developing colonies.
- C. Thermos bottle for maintaining media at 45°C.
- D. Stopper with glass pouring spout.
- E. Incubator.
- F. Quebec colony counter.

2.3 Procedure:

- A. The tubing is cut into sections 4-6 inches long and one end is rolled and stapled.
- B. A piece of silverware is aseptically placed into a section of tubing and 10-15 milliliters of media is poured from the thermos bottle through the pouring spout into the tube containing the silverware.
- C. The open end of tubing is then taped to the handle of the silverware.
- D. The tube is then placed in a glass of cold water to cause the media to solidify.
- E. Incubate for 48 hours at 35°C.
- F. Count colonies using the Quebec colony counter.
- G. Bacterial colonies which developed on silverware are incubated in polyethylene bags closed at one end with staples. The other end is taped to prevent contamination and drying. Whirl-Pac water sampling bags can be used.

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2.0 **BACTERIOLOGICAL EXAMINATION OF SILVERWARE** (Continued)

2.4 Summary of inspection scores and bacterial findings in forty five (45) eating establishments:

<u>Establishments Classed as</u>	<u>Range of Insp. Score %</u>	<u>Average Insp. Score %</u>	<u>% of Establishments Having Bacterial Counts of more than 100 on:</u>		
			<u>Glasses</u>	<u>Silverware</u>	<u>Surfaces</u>
Poor	25 - 87	61	83	40	57
Fair	44 - 93	75	59	19	64
Good	61 - 100	82	44	23	44

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1.0 **POLICY**

1.1 The Department's policy is to increase the awareness, knowledge and understanding of food service personnel so that tribal members and customers/patrons of Indian-owned casinos are provided food that is wholesome and free from any substance or agent that will make them ill.

2.0 **FOOD SANITATION TRAINING**

2.1 Food sanitation training will be offered every two (2) years . Food handler cards are handed to each person who has completed training. The duration of the card prior to expiration should be two (2) year from the date of training Video and booklets are available to assist in training efforts.

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1.0 GENERAL

1.1 The following is a list of food establishments currently inside and outside Program reservations which are subject to surveys and surveillance as provided for in this Manual:

<u>Reservation</u>	<u>Establishment</u>
Morongo	Senior Nutrition Center Morongo Preschool Morongo Headstart Commodity Food Warehouse Casino Morongo Community Center A&W Restaurant
Beaumont	Commodity Warehouse
Pechanga	Senior Nutrition Center Pechanga Entertainment Center Pechanga Education Center
Cahuilla	Cahuilla Casino
Soboba	Noli School Oaks at Soboba Soboba Preschool Soboba Casino
San Manuel	San Manuel Casino/Bingo Community Center
Augustine	Augustine Casino
Torres Martinez	Red Earth Casino Senior Nutrition Center

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1.0 **SAFETY MANAGEMENT PROGRAM**

- 1.1 This Section establishes the Clinic Safety Management Program.
- 1.2 Other related sections & policies are:
 - A. Disaster Manual
 - B. Interim Life Safety Measures
 - C. Clinic Equipment and Utilities Management
 - D. Materials Management/Equipment Management
 - E. Security Manual
 - F. Hazard Communication
- 1.3 It is the policy of the Board to assure a safe environment for patients, personnel and visitors by requiring and supporting this safety management program.
- 1.4 Other Program Departments will adopt appropriate policies and procedures to implement this program, including job specific safety procedures.
- 1.5 Each facility shall maintain a copy of all safety program policies 2.0

2.0 **SAFETY OFFICER**

- 2.1 The Director of Environmental Health Services is designated as the Safety Officer and holds the responsibility for implementing the Safety Management Program.
- 2.2 The Safety Officer is responsible for performing or coordinating, as appropriate, all safety management policies and procedures.
- 2.3 Specific duties of the Safety Officer are to:
 - A. Report to the Safety Committee and the Board at least quarterly, findings, recommendations, actions and monitoring on safety matters,
 - B. Conduct hazard surveillance, including responding to medical device recalls, risk assessment, safety inspection and equipment failures,
 - C. Investigate incident reports.
 - D. Participate in the development of departmental and organization-wide safety policies and procedures

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2.0 **SAFETY OFFICER** (Continued)

E. Monitor product safety recalls. Recalls shall be monitored via Internet @

- WWW.SAFETYALERTS.COM
- WWW.ACREDITINFO.COM/PTSAFETY
- WWW.FDA.GOV/CDRH/SAFETY.HTML
- WWW.JCAHO.ORG
- WWW.HCMARKETPLACE.COM
- WWW.HEALTHSAFETYINFO.COM
- WWW.CDC.GOV
- WWW.AANL.ORG

Equipment recall notices shall be reviewed with the Materials Management Officer and the respective departments.

- F. Assures that a safety education and orientation program for employees is provided,
- G. Work with appropriate staff to implement Safety Committee recommendations,
- H. Monitor the effectiveness of safety measures,
- I. Intervene under the direction of the Chief Executive Officer in existing conditions which pose an immediate threat to life or health of persons or damage to equipment or buildings.
- J. Monitor and review current safety laws, regulations and practices.

2.4 Summaries of actions carried out by other departments having a potential effect on safety will be reported to the Safety Officer.

2.5 Reports of the results of information collection will be provided at least quarterly to the Safety Committee, Chief Executive Officer and Board of Directors (via minutes of Safety Committee Meetings).

3.0 **WORKPLACE HAZARD EVALUATION**

3.1 Workplace hazards will be identified by:

- A. On-the-spot observation either by EHS staff and/or other employee who notice the presence and/or occurrence of hazardous material, condition and/or situation;
- B. Biannually Hazard Surveillance Surveys as conducted by the EHS Staff at all sites utilizing the information in Figure 11-1;
- C. Quarterly review of QM listed Safety Incident Reports in Safety meeting

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3.0 **WORKPLACE HAZARD EVALUATION (Continued)**

- C. Follow-up to employee safety concerns as identified in incident report forms, maintenance work orders, memos, phone calls, Hazard Surveillance verbal questioning, etc.

3.2 Correction of Hazards/Unsafe Practices.

- A. Workplace hazards identified by Sub-part 3.1 will be either:
 1. Corrected within a designated time frame, but no longer than thirty (30) days by designated staff on the issued report or, with all information formally documented.
 2. If not correctable within thirty (30) days, a plan will be developed which outlines steps for correcting the hazard as soon as possible. This plan will be developed by, the Safety Officer and reported to the Safety Committee.
 3. Each Item identified shall be monitored until the item is corrected.
- B. Workplace hazards directly resulting from blatant failure of employees to observe safe and healthy work practices will be handled in accordance with the Human Resources Manual – Section 13.0 – Disciplinary Actions

4.0 **SAFETY COMMITTEE**

- 4.1 A Safety Committee is established, chaired by the Safety Officer and consisting of Community Health Services Director, Medical Director, Dental Director, Director of Nursing, QM Coordinator, Plant Manager, EHS technician, Deputy Director of Administration and Executive Director.
- 4.2 The Committee will meet at least quarterly on the call of the Chairperson and review the safety status of each of the Programs and any specific safety hazards encountered, and adopt or recommend any necessary safety measures. Based on collection and analysis of data-
- 4.3 Minutes will be kept of all Committee meetings and copies will be provided to the Executive Director and Safety Committee members. Copies are available for Board Review.

5.0 **PERSONNEL ORIENTATION AND TRAINING**

- 5.1 The orientation of all new employees within 30 days of hire and continuing education of existing employees annually will include information on safety practices including:

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4.0 **PERSONNEL ORIENTATION AND TRAINING (Continued)**

- A. General safety management issues
- B. Departmental safety plans
- C. Special hazards related to assigned duties
- D. Emergency preparedness
- E. Exposure control
- F. Hazard communications/Hazardous Materials Management
- G. Equipment use
- H. Utility Management Plan
- I. Security

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6.0 **PROGRAM EVALUATION**

6.1 The Safety Committee shall review the Safety Management Program annually.

The review will consist of:

1. Identifying trends in data gathered during hazard surveillance surveys, equipment management indicators, utility management indicators, Life Safety indicators, Emergency Preparedness indicators, Security Management indicators, and Safety Management indicators.
 2. Thorough review of existing policies related to safety for objective, scope, performance & effectiveness.
 3. Trending of incident reports for the corporation and by site making reference of actions taken to correct issues.
- 6.2 All departmental safety policies and procedures will be reviewed at least annually by the Department Director. Any changes impacting the Safety Management Program shall be reported to the Safety Officer.
- 6.3 The Utility Management, Equipment Management, Safety Management, Security Management, Emergency Management, Life Safety Management, and Hazardous Material Management Programs shall be reviewed annually by the Safety Officer for effectiveness, scope, and objectives.
- 6.4 The Safety Management indicator shall be reviewed quarterly and reported to the Safety Committee.
- 6.5 A minimum of every 3 years the Safety Management Programs shall be reviewed and approved by the Planning Committees and/or Administration.

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1.0 **POLICY**

- 1.1 It is the policy of the RSBCIHI to implement interim life safety measures (ILSM) when appropriate and necessary and in accordance with JCAHO L.2.1.3 and PL.2.1.4.

2.0 **PURPOSE**

- 2.1 To provide a level of life safety comparable to that described by the 1991 Life Safety Code (LSC) when necessary to temporarily compensate for LSC deficiencies, system failures, or construction activities. The purpose of the ILSM's is to protect patients, visitors and staff from any additional safety risks.

3.0 **SCOPE AND CRITERIA**

- 3.1 The facility will implement those relevant interim life safety measures (all or appropriate of the 11) identified below anytime that life safety is jeopardized for any reason. THE ILSM's will be implemented during construction or renovation that reduces or negatively impacts on life safety, or while a system is inoperative which lowers the required level of safety. Interim life safety measures may also be implemented in the event existing conditions pose hazards that violate the NFPA 101, 1991 Life Safety Code. The implementation of ILSM's will be continuously enforced throughout the duration of the project, system failure or prior to the correction of the existing condition.

4.0 **APPLICATION**

- 4.1 The ILSM will apply to all personnel in the facility including construction workers on the job, physicians, nurses, other staff and contractors; whether temporary or permanent employees or volunteers.

5.0 **FREQUENCY AND DURATION**

- 5.1 Interim life safety measures will be implemented throughout the duration of the project, system failure or existence of the diminished life safety feature. Frequencies of inspection, testing, monitoring, evaluation and training will be determined on a case by case basis and will be determined prior to when the measures are implemented.

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6.0 **DOCUMENTATION**

6.1 The implementation of the interim life safety measures will be documented by the following forms:

RSBCIHI Interim Life Safety Measures Condition/Project Evaluation Form
-used to evaluate each situation to determine if ILSM's are necessary and develop written plan for each project or situation that requires them.

RSBCIHI Interim Life Safety Measures Inspection/Compliance Form
-a documentation form and checklist that validates and documents inspections and compliance of each project or situation requiring ILSM implementation according to established and required frequencies.

RSBCIHI Training Log
-used to document all required training as a result of the ILSM implementation.

7.0 **RESPONSIBILITIES**

7.1 The responsibility for ensuring that project, conditions, renovations or other situations are evaluated to determine whether ILSM's are necessary is the responsibility of the Safety Officer and Facility Manager of the facility. Other responsibilities associated with inspection, monitoring and training will be determined during the written plan for each ILSM implementation. It is the responsibility of each individual (employee, volunteer, contractor; permanent or temporary) for complying with the ILSM's.

8.0 **INTERIM LIFE SAFETY MEASURES DEFINED**

8.1 Requirements for frequency that are specified in the following list of ILSM will not be diminished by the RSBCIHI.

ILSM's consist of the following actions:

- A. Ensuring exits provide free and unobstructed egress. Personnel shall receive training if alternative exits must be designated. Buildings or areas under construction must maintain escape facilities for construction workers at all times. Means of egress in construction areas must be inspected **daily**.

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8.0 INTERIM LIFE SAFETY MEASURES DEFINED (Continued)

- B. Ensuring free and unobstructed access to emergency departments/services and for emergency forces.
- C. Ensuring fire alarm, detection and suppression systems are not impaired. A temporary, but equivalent system shall be provided when any fire system is impaired. Temporary systems must be inspected and tested **monthly**.
- D. Ensuring temporary construction partitions are smoke tight and built of non-combustible or limited combustible materials that will not contribute to the development or spread of fire.
- E. Providing additional fire fighting equipment and use training for personnel.
- F. Prohibiting smoking in accordance with RSBCIHI policy or adjacent to all construction areas.
- G. Developing and enforcing storage, housekeeping and debris removal practices that reduce the flammable and combustible fire load of the building to the lowest level necessary for **daily** operations.
- H. Conducting a minimum of **one (1)** fire drills per clinic/site per quarter.
- I. Increasing hazard surveillance of buildings, ground and equipment with special attention to excavations, construction areas, construction storage and field offices.
- J. Training personnel when structural or compartmentation features of fire safety are compromised.
- K. Conducting organization wide safety education programs to ensure awareness of any LSC deficiencies, construction hazards and these ILSM.

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RSBCIHI Interim Life Safety Measures Condition/Project Evaluation Form

Facility:	Date:
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Description of Project, Situation or Condition being evaluated:
Departments and/or buildings that will be, or are affected by Project, Situation or Condition:
Time frame during which Project, Situation or Condition exists or will exist (give dates)
Life Safety features which are affected by Project, Situation or Condition (list below) 1. 2. 3. 4.
Is there potential for any of these conditions to impact the life safety of patients, visitors or staff? Yes _____ No _____ If No, explain why not?

Based on these findings, does this project, situation or condition warrant the implementation of ILSM?

YES _____ NO _____
(If Yes, which ones?)

Signature of Individual Completing Form

Date

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**RSBCIHI Interim Life Safety Measures
Inspection/Compliance Form**

Facility: _____

Date: _____

Project: _____

Project Evaluation	STATUS		
	Yes	No	N/A
1a. Have alternative exits been designated as a result of the project, condition or situation? Specify locations:			
1b. Are exit routes inspected daily to ensure they are free and unobstructed? [Complete Form A]			
1c. Has training been provided to personnel on the alternative exits? [List training activity on the training log]			
2. Does the project, condition or situation interfere with the accessibility to and from the emergency services department by emergency forces, the public and/or staff? [Complete Form B] Specify how:			
3a. Does the project, condition or situation impair the existing fire alarm, detection and /or suppression system in any way? Specify how:			
3b. Has a temporary, yet equivalent, system been provided? Specify type:			
3c. Document the dates of the inspection and testing of the temporary system (must be done monthly): _____			
4. Has temporary construction partitions been constructed that are smoke tight and are of non-combustible or limited combustible material? Specify construction material and locations:			

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			STATUS		
PROJECT EVALUATION			Yes	No	N/A
5a. Has additional fire fighting equipment been provided? Specify type, number and locations:					
5b. Has training on the use of fire fighting equipment been provided? [List training activity on the training log]					
6. Has smoking been prohibited in and adjacent to the project?					
7. Are storage, housekeeping and debris removal practices monitored to reduce the combustible and flammable fire load? [Complete Form C]					
8a. Are a minimum of two (2) drills per quarter per shift currently being conducted?					
8b. List the dates of drills conducted:					
QUARTERS [List months covered in spaces below]	FIRST	SHIFTS SECOND	THIRD		
	_____	_____	_____		
	_____	_____	_____		
	_____	_____	_____		
	_____	_____	_____		
9. Has hazard surveillance been increased to monitor buildings, grounds and equipment with special attention given to excavations, construction areas, construction storage and field offices? [Complete Form D]					

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PROJECT EVALUATION	STATUS		
	Yes	No	N/A
10. Have personnel been trained when structural and compartmentation features of fire protection are compromised? [List training activity on the training log]			
11. Are organization wide safety education programs being conducted to ensure awareness of any LSC deficiency, construction hazard and these ILS Measures? [List training activity on the training log]			

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RSBCIHI
PROJECT: _____

A: Monitoring Exits: Free and unobstructed routes of egress from construction and adjacent areas.

If a problem is identified, it should be listed below and the corrective action taken should be recorded.

DATE									
STATUS: Check if OK X if Problem									

DATE									
STATUS: Check if OK X if Problem									

DATE	PROBLEM IDENTIFIED	CORRECTIVE ACTION TAKEN

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RSBCIHI PROJECT: _____

B. Monitoring Access to Emergency Departments/Services: Free and unobstructed access to the department.

If a problem is identified, it should be listed below and the corrective action taken should be recorded.

DATE									
STATUS: Check if OK X if Problem									

DATE									
STATUS: Check if OK X if Problem									

DATE	PROBLEM IDENTIFIED	CORRECTIVE ACTION TAKEN

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RSBCIHI PROJECT:-

- C. Monitoring Storage, Housekeeping and Debris Removal Practices:** The reduction of the flammable and combustible fire load to the lowest level possible for daily operations.

If a problem is identified, it should be listed below and the corrective action taken should be recorded.

DATE									
STATUS: Check if OK X if Problem									

DATE									
STATUS: Check if OK X if Problem									

DATE	PROBLEM IDENTIFIED	CORRECTIVE ACTION TAKEN

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RSBCIHI PROJECT:-

- D. Hazard Surveillance:** Monitoring buildings, grounds and equipment with special attention given to excavations, construction areas, construction storage and field offices.

If a problem is identified, it should be listed below and the corrective action taken should be recorded.

DATE									
STATUS: Check if OK X if Problem									

DATE									
STATUS: Check if OK X if Problem									

DATE	PROBLEM IDENTIFIED	CORRECTIVE ACTION TAKEN

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RSBCIHI
PROJECT: _____

RSBCIHI Training Log
Interim Life Safety Measures Compliance

DATE	TRAINING SESSION TITLE	DEPARTMENT/SERVICE	NO.

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1.0 **GENERAL**

- 1.1 It is the policy of the Program to comply with all state, city, county and insurance company fire prevention regulations or requirement applicable to outpatient medical clinics.
- 1.2 Adequate procedures will be established in accordance with manufacturers specifications for the safe storage and handing of any gases and solvents used in the facility.
- 1.3 Please refer to the Disaster Plan.

2.0 **FIRE EXTINGUISHERS**

- 2.1 Fire Extinguishers shall be inspected monthly and documented on the extinguisher tag as well as the EHS DEPARTMENT FIRE EXTINGUISHER INSPECTION FORM. (Figure 11-3)
- 2.2 As a quality management tool, inspections of fire extinguisher shall be tracked by the Safety Officer to ascertain 100% of fire extinguishers are inspected on a monthly basis and problems are documented & resolved. The responsibility of each fire extinguisher in a GSA vehicle is up to the individual department to inspect and maintain it.
- 2.3 The fire extinguisher inspection shall include 1. Inspecting the hose for cracks and tightness 2. Identify pin is in place and secured 3. Check date on service tag to make sure current (1 year) 4. Check pressure gauge, needle to be in green area 5. Remove extinguisher from wall and tip to disturb contents 6. Initial tag and date
- 2.4 Each extinguisher shall be numbered and tracked using a facility floor plan.
- 2.5 Each extinguisher shall be serviced annually by a certified fire extinguisher company. Reservice shall include full discharge, removal of contents, and replacement.
- 2.6 Arrangements will be made by the Safety Officer for at least one fire safety inspection of each building to be conducted annually by an independent local fire prevention agency.

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HUMAN RESOURCES DEPARTMENT MANUAL		DATE: November 1, 1990
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SECTION: 14.0 EMPLOYEE GRIEVANCES	PART: 14.1 GENERAL	

14.1 GENERAL

- 1.0 RSBCIHI provides a Grievance Procedure to permit employees to obtain review of an adverse action taken by his/her supervisor or other decision-maker. The Grievance Procedure is not available, and employees may not file a grievance in the following circumstances:
 - A. When an employee during his/her initial probationary period is informed that he/she will not be retained in employment or otherwise will not be made a regular employee of the Program.
 - B. When an employee, during a period of disciplinary probation, is informed that their employment is terminated. (Employees may grieve the decision to place them on disciplinary probation; they may not grieve the decision to terminate employment while they are on such probation.)
 - C. When an employee is placed on administrative leave with pay.
- 2.0 An employee filing a grievance shall be free from any form of retaliation, restraint, coercion, or other reprisal.
- 3.0 As stated above, the Program desires to resolve employee disputes informally, directly, and whenever possible without resort to appeals. Every attempt should be made by employees and supervisors to resolve problems amicably and immediately upon their occurrence.
- 4.0 If it is not possible to resolve problems informally, employees may file a grievance in accordance with the following procedures

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14.2 GRIEVANCE PROCEDURES

- 1.0 If the employee is unable to resolve the dispute in informal meeting(s) with his/her supervisor or the Department Director, and if the employee wishes to pursue a grievance, the employee must submit a written grievance within 5 business days of the last meeting with the supervisor/Department Director.
- 2.0 The written grievance must set forth:
 - A. The employee's name
 - B. The date(s) and time(s) of the incident(s)
 - C. The name(s) of the other employees involved
 - D. A summary of the circumstances of the disagreement, including a reference to any Program policies that may be applicable
 - E. The employee's desired resolution of the dispute
- 3.0 The employee's supervisor/Department Director must meet with the employee, and prepare a written response to the grievance within 5 business days of receiving it. The written response is to be delivered to the employee immediately (by email, hand-delivery, or similar procedure).
- 4.0 If the Supervisor's/Department Director's response does not resolve the dispute, the employee may seek review by the Chief Executive Officer. To do so, the employee must submit the grievance, the supervisor's response, and a written request for review, to the CEO. The CEO must receive the request for review within 3 business days after the employee's receipt of the supervisor's/Department Director's decision.
- 5.0 Within 5 business days of receipt of the request for review, the CEO will issue a written decision on the grievance. The CEO may undertake whatever investigation he/she deems appropriate, in order to reach a fair decision. If the demands of business prohibit the CEO from reviewing and deciding the grievance within 5 days, the CEO in his/her discretion may extend that time period by an additional 5 days.

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14.2 GRIEVANCE PROCEDURES (Continued)

- 6.0 If the employee is not satisfied with the CEO's decision on review, the employee may appeal that decision to the Personnel/Grievance Committee of the Board of Directors. The appeal must be delivered, or placed in the U.S. mail within 3 business days of the employee's receipt of the CEO's decision. To file such an appeal, the employee must send written notice to Chairperson of the Committee. The notice must contain all documents produced during the grievance procedure, and a statement that the employee wishes to appeal. The notice must be sent as follows:

PERSONAL & CONFIDENTIAL

Chairperson Personnel/Grievance Committee
RSBCIHI
11555 1/2 Potrero Road
Banning, CA 92220

- 7.0 The Board Committee will render a decision on the appeal as soon as possible, and will make good faith efforts to do so within 10 business days of receipt of the appeal. The Committee, in its discretion, may do any of the following: (1) resolve the appeal on the basis of the documents submitted by the employee; (2) convene a hearing at which the employee may appear to be heard; (3) require the CEO and/or other staff to appear to provide information; (4) or take other steps which in its judgment are necessary to reach a fair decision on the appeal.
- 8.0 The written decision of the Personnel/Grievance Committee will be delivered to the employee and CEO in the most expeditious manner possible immediately.
- 9.0 The Committee's decision is final.

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14.3 GRIEVANCE PROCESS SUMMARY

- Step 1:** Employee meets with supervisor/Department Director to discuss disagreement.
- Step 2:** Employee submits written grievance within 5 business days of meeting.
- Step 3:** Supervisor/Department Director submits written response within 5 business days of receipt of grievance.
- Step 4:** Employee requests CEO review within 3 business days of receipt of response from supervisor/Department Director.
- Step 5:** CEO renders decision within 5 business days of receipt of request for review.
- Step 6:** Within 3 business days of receipt of CEO's decision, employee may submit appeal to Board's Personnel/Grievance Committee.
- Step 7: (Final Step)** Board Committee issues final decision, with or without having scheduled a hearing, as soon as possible and generally within 10 business days of receiving the appeal.

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1.0 **ORGANIZATION**

- 1.1 The Senior Nutrition Project is administered by the Program Director. The Director will integrate principals of purchasing, meal preparation and management into the program consistent with Indian culture nutrition directives and practices. The Director will also establish necessary internal policies and procedures to ensure the successful operation of congregate, home delivered and transportation services.
- 1.2 The nutrition site itself is operated by a Manager/Cook, Driver and Cook's Helper. The Manager will oversee the general operation of the site, perform necessary clerical and reporting tasks, prepare the meals, purchase food and be responsible for the activities of paid and volunteer staff. The Cook's Helper assists the Manager/Cook.
- 1.3 The Driver transports participants to and from the nutrition site, delivers meals to the home bound and assists the Manager in setting tables and cleaning up the nutrition site.
- 1.4 The Program Fiscal Office will monitor the budget and assist in controlling the fiscal aspects of the Senior Nutrition Project, to include all aspects of payroll.

2.0 **NUTRITION EDUCATION**

- 2.1 The Nutritionist is responsible for menus. RD is responsible for nutrition education. Nutrition counseling will be provided in accordance with pertinent policies and directives.
- 2.2 The Department in close cooperation with the Riverside County Office on Aging will actively pursue the goals of the State of California's nutrition productivity initiative. The Department will administer and monitor its program by tracking its productivity in accordance with the following Administration on Aging formula:

Number of Meals Served

Federal Title III-C allotment = Productivity Level

- 2.3 The Department will focus on maximizing its productivity through cost efficiencies, non-Title III-C funding, etc., in accordance with the State's Productivity Initiative.

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3.0 **GEOGRAPHICAL AREA SERVED**

3.1 The Senior Nutrition Project is for services provided to Seniors who reside either on the Pechanga, Morongo, Cahuilla, Santa Rosa, Soboba or TM Indian Reservations, or in adjacent communities.

4.0 **POLICY ON DONATIONS**

- 4.1 Donations received will be handled according to the following procedures:
- A. A container that ensures confidential contribution is provided with a posted suggested contribution for eligible seniors and guests.
 - B. The site manager and at least one other staff member check the container daily and count the money. The amount is logged for the day.
 - C. The site manager sends the money to finance and receives a receipt.
 - D. For home delivered participants the driver delivers the donation envelopes the first week of every month.
 - E. Participants return the donation envelopes to the drivers throughout the month. The driver returns the unopened envelope to the site manager on the day received.
 - F. The site manager and another staff member open the envelopes, count the money log the amount and donor, take the money to finance where receipt is received.
 - G. All money receipts are filed with the monthly meal logs and sign in sheets.
 - H. Providing change from the donation is discouraged. If it becomes necessary to provide change for a participant from a donation container, procedures must be developed to protect the privacy of the donating participant.

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1.0 **GENERAL**

- 1.1 The general nature of this project is to provide Indian elders (age 60+) with a nutritional hot lunch, an atmosphere which promotes food health, social recreation and nutrition education/counseling. The benefit to the elders is renewed vigor and nutritional information for the maintenance of good health.
- 1.2 The nutrition site will be physically located in a tribal building on the Morongo, Soboba or Pechanga Indian Reservation. Space within the facility will be rented by recipient from the corresponding Tribe.
- 1.3 Project funds will be used to pay salaries for the Site Manager/Cook and Driver. A Cook's Helper assists in the project and is funded under Title III and Title VI with the Riverside County Office on Aging.

2.0 **PROGRAM ACTIVITIES**

- 2.1 The meals will be delivered by the Site Manager/Cook and other senior nutrition staff. The Site Manager has the responsibility of supervising the site employees and volunteers on a day-to-day basis.
- 2.2 Menus are designed around seasonally available foods in order to assure the best possible prices.
- 2.3 Menus are planned to provide not only a high standard of nutrition quality, but are also responsive to cultural preferences. For instance, there are a number of menu items which are simply not acceptable to our community members as well as items which even if served every day, would be highly desirable according to cultural values. The department will be responsive to these cultural preferences to decrease raw food wastage and promote quality nutrition.
- 2.4 The day-to-day operation begins at 6:30 AM when the Cook/Manager arrives and starts preparation of the meals. This allows the Cooks Helper/Driver to deliver the homebound meals. A helper arrives at 8:00 AM and the meals are delivered from 9:30 on different routes to 12:30. The kitchen is cleaned, food purchased and reports done. On Fridays sack lunches are delivered for Saturday's meal. No meals are served Sunday.

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3.0 ANCILLARY SERVICES

- 3.1 Crafts, art work and social activities are given one or more days a week, volunteer time.
- 3.2 Exercise Programs are provided for seniors bi-weekly.
- 3.3 Caregiver support services, information and referrals.

4.0 OTHER ACTIVITIES

- 4.1 Volunteers are used to assist in clean-up and assigned tasks, along with two Title V Helpers.
- 4.2 The purchase of food and supplies is coordinated through the Community Nutrition Department Director. The process shall be conducted in such a manner that will assure effectiveness and economy. The nutrition program currently maintains inventories through purchase from quantity food suppliers. Also, fruits and vegetables are available in season.

5.0 SERVICES SCHEDULE

5.1 The following is the schedule for senior nutrition services:

<u>Location</u>	<u>Days</u>	<u>Hours</u>	<u>Service</u>
All Sites	Mon - Fri	11:30 AM - 12:30 PM	Hot Meals
Client Homes	Mon - Fri	11:30 AM - 1:00 PM	Hot Meals Delivered
All Sites and Homes	Friday	11:30 AM - 1:00 PM	Sack Lunch Delivered for Saturday

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1.0 **ELIGIBILITY**

1.1 All persons of age 60 or over are eligible to receive meal services under the program.

2.0 **SERVICES PRIORITIES**

2.1 Priority for services will be given those with the greatest social need as identified by having at least two of the following characteristics:

- A. Handicapped as identified with observable characteristics which restrict the individual's ability to perform normal daily tasks with indicators which could include the need of a wheelchair, crutches, cane, walker, visual impairment, confined to bed, or the loss of motor function.
- B. Language/communication barrier as identified by having a speech or hearing impairment, illiteracy, or a language barrier.
- C. A senior who lives by him or herself or with an incapacitated person.
- D. A senior who is 75 years of age or older.
- E. Indian minority.

2.2 Priority will be given to those with the greatest economic need as identified by an income estimated to be equal or less than the current SSI/SSP benefit level.

2.3 95% of the participants as defined by AAA are minorities or frail. The percentage is documented from 1985 - 1988. From 1988 - 1989 it is projected. The areas of service are also the most rural of Riverside County.

2.4 The same procedures apply for all years. However, the Public Health Nurse on staff also visits the homebound for 1988 -1989. This will also be part of the match.

3.0 **SCREENING OF PARTICIPANTS**

3.1 Screening of participants will be accomplished by personal interviews using the Participant Registration Card (See Figure 5 -1)

3.2 Information from the cards will be used to prepare reports of unduplicated participation and senior characteristic information under the Office of Aging reporting system.

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4.0 **CONFIDENTIALITY**

- 4.1 The Department will respect the privacy and dignity of the senior citizen by not requesting the personal information in the presence of others, and assuring confidentiality of all information through proper staff training and maintaining records in locked files.

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1.0 **MEALS**

1.1 Description of Activity: To provide a meal assuring a minimum of 1/3 of current recommended dietary allowance as established by Food and Nutrition Board, Nutrition Research Council.

1.2 Unit of Service Measurement: One meal served.

1.3 Congregate Meals C-1 meals will be served at the Anza, Morongo and Pechanga Reservation only. All menus are made from the suggestions from the site with monitoring by the project Nutritionist. They are then sent to the County Dietitian for review.

2.0 **TRANSPORTATION SERVICE**

2.1 Description of Activity To provide transportation for senior clients to/from the nutrition site.

2.2 Unit of Service Measurement: One person/one-way trip.

2.3 Vehicle maintenance is monitored by site manager. Oil changed every 3,000 miles. Service per vehicle manual.

3.0 **NUTRITION EDUCATION**

3.1 Description of Activity: To provide regularly scheduled programs which are planned, approved and coordinated by a qualified Dietitian/Nutritionist. These programs may include demonstrations, audio/visual presentations, lectures or small group discussions.

4.0 **NUTRITION EDUCATION PLAN**

4.1 Nutrition education will be provided through the professional staff of the Nutrition Department.

4.2 Nutrition counseling sessions will be provided.

4.3 The Nutrition Education Plan is to provide pamphlets, flyers and four classes per contract year

4.4 Each class will deal with problems related to seniors

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1.0 **MEALS**

- 1.1 Description of Activity To deliver one meal to eligible homebound recipients that assures a minimum of 1/3 of the current recommended daily dietary allowances as established by the Food and Nutrition Board, National Research Council.
- 1.2 Home Delivered Meals The meals will be packed in hot food warmers and delivered to each qualified person or family. Hot and cold food will be delivered before the 2-hour limit. Sack lunches will be prepared at Pechanga and Morongo each Friday morning and delivered to the homebound for Saturday use.
- 1.3 Vehicles are used for Meal Delivery and provided by the Program.
- 1.4 Suggested Donation per Meal Requested \$ 1.50
Total Projected Donation for Year \$200.00

2.0 **NUTRITION COUNSELING**

- 2.1 Description of Activity To provide eligible persons individual dietary evaluation counseling which relates to normal or therapeutic nutritional needs and which is performed by a Dietitian/Nutritionist. Nutrition counseling may be made either in person or by phone.
- 2.2 Nutrition Counseling Plan The homebound participants will be provided pamphlets on the same topics in the same quarter as the congregate participants. Diet counseling is available to all seniors through the clinic.

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1.0 **PURPOSE**

- 1.1 The purpose of this Information and Referral (I&R) Policy shall be to insure that county wide network of information and referral services is established, maintained and coordinated by the Area Agency on Aging, and that these services shall be sufficient in number to assure that all older Californians residing in Riverside County have reasonably convenient access to the entire Social/Human Service system.
- 1.2 A basic reference for this Policy is The California Department of Aging Title III-B Programs Manual for Area Agencies on Aging. The Manual is maintained in the Area Agency on Aging and is available for review.

2.0 **NETWORK REQUIREMENTS**

- 2.1 The Department shall coordinate with services in the countywide and statewide I & R system, and with other community I & R projects within their jurisdiction. I & R services at all levels shall coordinate with all social services to effect a more accessible and unified service delivery.

3.0 **FACILITIES REQUIREMENTS**

- 3.1 Facilities shall be adequate for Information and Referral operations, including periodic walk-in clientele. There shall be space available that insures confidentiality in interviewing clientele in an environment where the confidence of the client is maintained. The facility, in accordance with Section 504 of the Rehabilitation Act of 1973, shall be free of any barriers, architectural or other, which prevent the access of any client or person to the service. Appropriate and dignified accommodations shall be made for individuals with handicaps and/or physical disabilities. Location of the facilities shall take into account the availability of public transportation, as well as availability of parking for private automobiles. The facilities shall be safe for personnel and clientele.

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4.0 **EMERGENCY REQUIREMENTS**

- 4.1 All staff of the Department who work directly with the clientele shall be trained by its I & R staff periodically, but not less than annually, on necessary procedures involving life-threatening emergencies to insure personnel are competent in handling emergencies which may arise over the telephone or in person. Training for gathering vital information and taking appropriate action over the telephone shall be a standard function and on-line staff shall be tested periodically, but not less than annually. Standards for training shall include:
- A. Knowledge and ability to immediately dial emergency services such as fire, police and ambulance service.
 - B. Knowledge to obtain vital information from clientele under emergency conditions.
 - C. The Department shall have a clearly visible chart (such as a chart set before each telephone used for client contact) which contains all emergency telephone numbers for the geographic area covered by the service. Readily accessible numbers and identification of emergency services shall be in bold print and provided in such a manner as to be clearly comprehended.
 - D. Emergency procedures instructions shall be printed and available to all staff who have contacts with the client. These instructions, which should be short and to the point, shall inform the staff as to the particular methods for obtaining emergency services as quickly and efficiently as possible.
 - E. The Department shall have written procedures for the purpose of assisting their community in times of social and natural disaster.

5.0 **MULTILINGUAL REQUIREMENT**

- 5.1 The Department will provide information and Referral services in the language spoken by the older persons. I & R services shall claim bi/multi-lingual capabilities or advertise as a bi/multi-lingual service only if service staff fluent in the languages presented are available during normal business hours. Use of other methods for translations may be advertised if they accurately inform the public of the methods used.

RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH, INC.

NUTRITION SERVICES MANUAL		DATE: December 1995
		REVISION/REVIEWED: MAY 2008
SECTION: 5 SENIOR NUTRITION PROGRAM	PART: 5.6 INFORMATION AND REFERRAL SERVICE	

6.0 **CURRENT INFORMATION**

6.1 The Department will maintain current information with respect to the opportunities and services available to older persons.

7.0 **RESOURCE FILE REQUIREMENTS**

7.1 The Department will possess a Resource File containing up-to-date information about services and resources available within the jurisdiction.

7.2 The California Human Services Classification System shall be required for the classification of services listed in the Resource File.

7.3 The surveying of social/human services for use in the Resource File shall be in accordance with the California Human Services Classification System. Additional information may be included by the I & R service to enhance information on services to the elderly.

7.4 The surveying of social/human services shall be done using the most efficient surveying procedures available.

7.5 The Resource File must be updated by surveying community services at least annually and procedures shall exist to respond to interim information changes. The Resource File may be divided into sections provided each section is updated on an annual basis.

7.6 The Department shall have a working knowledge of all other general I & R services provided within the jurisdiction in order to facilitate access to all services and to avoid duplication.

8.0 **PUBLICITY REQUIREMENTS**

8.1 The Department will publicize the availability of its services to the elderly within its community. This information shall include name of Information and Referral services and appropriate telephone numbers, services offered and hours and days of operation.

RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH, INC.

NUTRITION SERVICES MANUAL		DATE: December 1995
		REVISION/REVIEWED: MAY 2008
SECTION: 5 SENIOR NUTRITION PROGRAM	PART: 5.6 INFORMATION AND REFERRAL SERVICE	

9.0 **PRINTED RESOURCE DIRECTORY REQUIREMENTS**

- 9.1 Printed Resource Directories will not substitute for Information and Referral services. They shall contain a disclaimer statement informing the consumer that the material may not be up to date after initial printing. They shall state the responsible agency's name and address for public response to information contained in the directory, and shall list in a conspicuous place all the Information and Referral services available in the service area covered by the directory.
- 9.2 Copies of directories shall be submitted to the Area Agency on Aging for review and file (projects using the Community Services Directory are meeting this requirement). Normally, each directory shall contain the date of printing and should be updated on a timely basis to insure a minimum of out-of-date information.

10.0 **SERVICE POPULATION**

- 10.1 The service population for Information and Referral services shall be those persons 60 years of age or older. In addition, persons inquiring on behalf of persons 60+, or seeking age-related information, shall be eligible for Information and Referral services. There shall be no economic eligibility restrictions on this service population in the delivery of Information and Referral services.

11.0 **CLIENT ASSISTANCE**

- 11.1 The Department shall intervene, to the best of its ability, on behalf of the client to assist in establishing eligibility for needed service, provided the permission of the client is obtained. The Department shall work in close association with community legal and ombudsman programs established under the Older Americans Act.

12.0 **FOLLOW-UP REQUIREMENTS**

- 12.1 The Department shall provide follow-up in cases where securing services is vital to the well-being of the client. The follow-up procedures shall consist of:
- A. Contacting the client within 30 days of the request to ascertain whether or not linkage has been made and the client problem or inquiry has been resolved, or
 - B. If the above is unattainable or inappropriate, the I & R project shall contact the organization(s) to which the client was referred.
- 12.2 The Department shall reconsider unsuccessful situations identified in the follow-up in order to determine a resolution to the original problem or inquiry.

NUTRITION SERVICES MANUAL		DATE: December 1995
		REVISION/REVIEWED: MAY 2008
SECTION: 5 SENIOR NUTRITION PROGRAM	PART: 5.7 QUALITY ASSURANCE	

1.0 **REPORT REVIEW**

- 1.1 The Department Director will conduct monthly reviews of output reports to:
- A. Compare actual units of service and expenditures with projected performance requirements.
 - B. Determine level of services provided, and
 - C. Determine appropriateness of recipients of services.
- 1.2 The monthly review will be used to identify variances in services delivery, determine their causes and develop and implement any necessary corrective action. The goal is to identify and correct problems before they become major difficulties.

2.0 **SERVICES REVIEW**

- 2.1 The Department Director also will establish periodic procedures through evaluations, assessments and on-site visits to determine the quality and effectiveness of the services provided.

**R
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B
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W**

What to do

In Case of Emergency

This booklet is a summary of basic actions to be taken in response to various emergency situations at your facility. It should be posted in each work area and be readily available. All staff should also be familiar with the response plans contained in the Emergency Response Manual.

MORONGO

FIRE RESPONSE PLAN (EXTERNAL)

GENERAL RESPONSE PROCEDURES:

Also refer to the Fire Response (External) Section 2 in the Emergency Response Manual.

1. If external fire approaches or endangers clinic, call **911**..
2. Evacuate building if fire department instructs you to. If danger is extreme, do not wait for fire department to evacuate.
3. Notify Morongo Administration or EHS Director of situation.
4. Do not return to building until fire department or Safety Officer says it is safe to do so.
5. Complete Incident Report.

SECTION 2 FIRE RESPONSE PLAN (EXTERNAL) CODE RED

FIRE RESPONSE PLAN (INTERNAL)

BASIC RESPONSE POLICY:

When there is a fire, follow RACE procedures (see below).

GENERAL RESPONSE PROCEDURES:

Also refer to the Fire Response (Internal) Section 2 in the Emergency Response Manual.

IF FIRE IS IN YOUR AREA: FOLLOW R-A-C-E

RESCUE persons who are in immediate danger of flame / smoke.

Activate **ALARM** to notify others. Call **911**.

CONTAIN fire by closing doors to confine the spread of fire/smoke or by using a fire extinguisher.

EVACUATE to designated area. Don't forget patients / visitors.

1. Respond to drills in identical manner as fires.
2. Check closed doors for heat before opening them.
3. Life is more important than property - tend to patients / staff.
4. Inform adjacent tenants of situation.
5. Notify Morongo Administration or EHS Director of situation.
6. EEA's to notify person in charge of site that building is all clear.
7. Do not return to building until fire department or Safety Officer says it is safe to do so.
8. Complete Incident Report.

SECTION 2 FIRE RESPONSE PLAN (INTERNAL) CODE RED

NON-VIOLENT INTERVENTION

BASIC RESPONSE POLICY:

Strive to ensure safety, welfare and security of staff, patients and visitors.

GENERAL RESPONSE PROCEDURES:

Also refer to the Non-Violent Intervention Section 3 in the Emergency Response Manual.

1.	Identify Level of Crisis	Respond Appropriately
	1. Anxiety	1. Supportive
	2. Defensive	2. Directive and call security
	3. Acting Out	3. Non-violent physical crisis intervention
	4. Tension reduction	4. Therapeutic rapport
2.	Attempt to isolate person - no audience.	
3.	Be empathetic - hear individual out, don't interrupt.	
4.	Give solution, whether it is what they want or not.	
5.	Watch your body language, don't be aggressive, use a supportive stance.	
6.	Meet after the incident to evaluate and make changes with supervisor and EHS director.	
7.	Complete Incident Report.	

POWER FAILURE

BASIC RESPONSE POLICY:

1. Contact **So. California Edison 800-990-7788**. Ask for a response time.
2. Inform staff of situation.

GENERAL RESPONSE PROCEDURES:

Also refer to the Power Failure Section 4 in the Emergency Response Manual (maps of breaker locations).

1. Check all circuit breakers.
2. Determine if failure is internal or includes surrounding areas.
3. Contact **So. California Edison 800-990-7788**. Ask for a response time.
4. Inform Administration / EHS at Morongo.
5. Notify other sites of situation and ask that they reschedule patients if closing.
6. If needed, post closure notice on door.
7. Notify plant manager at Morongo of incident.
8. Complete Incident Report.

SECTION 4

POWER FAILURE

CODE PINK

LOSS OF WATER

BASIC RESPONSE POLICY:

1. Contact Tribal Administration 951-849-4697.
2. Inform staff of situation.

GENERAL RESPONSE PROCEDURES:

Also refer to the Loss of Water Section 5 in the Emergency Response Manual.

1. Assess situation. Determine if internal or surrounding area.
2. Contact local water authority (listed above) or plumber.
3. Inform Administration / EHS at Morongo.
4. Use alternate water source for flushing toilets (bottled water).
5. Administration to determine if closure is necessary.
6. If closing, notify patients, post on door.
7. Complete an incident report.

EXTERNAL FLOODING

BASIC RESPONSE POLICY:

1. Contact sheriff or fire departments and inform them of flooding condition in your area.
2. Inform staff of situation.

GENERAL RESPONSE PROCEDURES:

Also refer to the External Flooding Section 6 in the Emergency Response Manual.

1. Inform Administration of flooding situation at site.
2. If you feel staff are in danger, inform Administration of the need to evacuate.
3. Staff to post sign of clinic closure.
4. Call another site and request they reschedule patients.
5. If staff are unable to leave due to road closures, EHS and fire departments will advise.
6. Complete incident report.

INTERNAL FLOODING

BASIC RESPONSE POLICY:

1. Shut off valves where necessary to isolate. (See Emergency Response Manual for location of valves).
2. Contact Maintenance.
3. Clean up excess water.
4. Complete Incident Report (include property loss).

GENERAL RESPONSE PROCEDURES:

Also refer to the Internal Flooding Section 7 in the Emergency Response Manual.

GAS LEAK

BASIC RESPONSE POLICY:

1. Shut off gas if necessary (map in emergency manual).
2. Who to Contact: **The Gas Company 800-427-2200.**

GENERAL RESPONSE PROCEDURES:

Also refer to the Gas Leak Section 8 in the Emergency Response Manual.

1. If large leak, implement evacuation procedure.
2. Contact Administration / EHS.
3. Return to building when fire department says it is safe to do so.
4. Complete Incident Report.

EARTHQUAKE

BASIC RESPONSE POLICY:

Drop, duck, cover.
Brace in a doorway or hallway and cover head.

GENERAL RESPONSE PROCEDURES:

Also refer to the Earthquake Section 9 in the Emergency Response Manual.

1. If outside, stay in an open area.
2. If in automobile, stop and remain until shaking stops.
3. Check everyone in health center for injuries.
4. Check facility for fire and any other hazards.
5. If fire is identified, evacuate building.
6. Turn off utilities if a leak is identified.
7. Notify Administration of any injuries, fire and/or structural damage.
8. Listen to radio and/or contact fire or sheriff departments for guidance and any road closures.
9. In case of clinic closure, notify other sites to contact patients.
10. Post clinic closure on door.
11. Site Manager / Designee is in charge of all decision making.
12. Complete incident report.

BOMB THREAT

BASIC RESPONSE POLICY:

The receiver of a bomb threat should concentrate on all details of the call and pass them on to their supervisor or someone nearest them..

GENERAL RESPONSE PROCEDURES:

Also refer to the Bomb Threat Section 10 in the Emergency Response Manual.

PERSON RECEIVING BOMB THREAT:

1. Remain calm and attempt to keep caller on line by asking questions, but do not agitate.
2. Either yourself or have another person notify Administration.
3. Document on paper; get someone's attention to begin evacuation process. **DO NOT USE ALARM; DO NOT TURN OFF LIGHTS OR SHUT DOORS**
4. Obtain the following by asking or listening:
 - Background noises
 - Where is bomb?
 - Why are you doing this?
 - When will the bomb go off?
 - Who are you?
 - Male or Female
 - If they have an accent
 - What kind of attitude they have
 - If they have knowledge of facility
5. Once person hangs up, evacuate immediately
6. Notify authorities.
7. Do not return to building until authorities say it is safe to do so.
8. Complete Incident Report

PERSON RECEIVING NOTE:

1. Notify person in charge of site
2. Initiate evacuation
 - **DO NOT USE ALARM; DO NOT TURN OFF LIGHTS OR SHUT DOORS**
3. Call 911
4. Notify Administration
5. Do not return to building until Police Department says it is safe to do so
6. Complete Incident Report

CHEMICAL SPILL

BASIC RESPONSE POLICY:

Isolate the area.
Locate MSDS for product.

GENERAL RESPONSE PROCEDURES:

Also refer to the MSDS Binder and the Hazard Communication Policy Section 1 Part 8.0.

1. Isolate the area, keeping others from exposure and preventing contamination to other areas.
2. Get the MSDS for the product that was spilled.
3. Call EHS/Maintenance for their assistance.
4. Turn off the heating and ventilation to the area. (Maps in Emergency Plan)
5. Carefully read MSDS for accidental release procedures including containment, clean-up and safety precautions such as personal protective equipment.
6. Evacuate if necessary.
7. If any staff or visitor has been exposed (skin contact, inhalation, ingestion) read the first aid measures and provide medical assistance.
8. Properly discard all contaminated items per the MSDS instructions and outside the facility to prevent further contamination.
9. Conduct an attendance review. Include patients, visitors and passersby.
10. Complete an incident report within 24 hours and attach attendance and MSDS sheets.
11. Return to the building when it is safe to do so.

RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH, INC
SENIOR NUTRITION
TRAINING SCHEDULE
FFY 2011/2012

SITE: Morongo, Soboba, & Pechanga

TOPIC	STAFF ATTENDING	TRAINING METHOD/TRAINER LOCATION	PROPOSED DATE OF TRAINING	DATE TRAINING COMPLETED
FOOD SAFETY, PREVENTION OF FOODBORNE ILLNESS	Senior Nutrition	RSBCIHI Environmental Health Services Department	Quarterly Monitoring	See File
SERVSAFE	Senior Managers	Premier Food Safety	Concurrent	Every 5 years
ACCIDENT PREVENTION, FIRE SAFETY, & PREVENTION, EARTHQUAKE PREPAREDNESS, DISASTER PREPAREDNESS, EMERGENCY PROCEDURES.	Senior Nutrition	RSBCIHI Environmental Health Services Department	Quarterly	See File
FIRST AID, CHOKING, INFECTION CONTROL	Senior Nutrition & volunteers	RSBCIHI	Concurrent	Every 2 years

Riverside-San Bernardino County Indian Health, Inc.
Senior Nutrition Education July 2011- June 2012

July	August	September	October	November	December	January	February	March	April	May	June
Healthy Living with Whole Grains											
Picnic Mo	Farmers Mkt Mo	Control Chol, Healthy Aging, Whole Grain Mo	Dental Hygiene, Health Ed Week 10/18-10/24	Diabetic Awareness	Peach Mo	Family Fit Lifestyle, Fiber Focus, Salt awareness	Wise Health Consumer Mo.	Nutrition Mo	Garden Mo	High Blood Pressure Ed Mo	Fresh Fruit & veggie Mo
	Cong Control Cholesterol HB		Cong Obesity HB				Cong Salt Awareness HB		Cong Fruit & Veg HB		
		Cong Control Cholesterol HB			Cong Obesity HB		Cong Salt Awareness HB				Cong Fruit & Veg HB
			Obesity HB				Salt Awareness HB		Fruit & Veg HB		
		Cong Control Cholesterol HB			Cong Obesity HB			Cong Salt Awareness HB			Cong Fruit & Veg HB
		Cong Control Cholesterol HB			Cong Obesity HB			Cong Salt Awareness HB			Cong Fruit & Veg HB

Morongo

TM

Soboba

Anza

Pechanga

**ATTACHMENT B
ALLOCATION**

ATTACHMENT B

**Contracts for Services Fiscal Year 2011/2012
Vendor #25957**

Provider	Funding Source Project/Grant	Program	Unit Description	CFDA #	Number of Units	Unit Rate	Dollar Amount
Riverside-San Bernardino County Indian Health, Inc.	OA60751FY12	Title IIC1 Congregate Nutrition	1 Meal Served	93.045	5,912	\$4.41	\$26,072.00
11555 1/2 Potrero Road Banning, CA 92220-6946	OA60451FY12	Title IIC2 Home-Delivered Nutrition	1 Meal Served	93.045	22,676	\$4.41	\$100,000.00

Total Contract Amount per Provider	Exhibit(s) C Budget	Attachment(s) Scope of Work	Item ID	Account Number	Report Group
	C-1	A	OA95200-00018	536200	6
	C-2		OA95230-00001	536200	6
\$126,072.00					

**ATTACHMENT C
BUDGET**

ATTACHMENT C
Contractor: RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH
Program and Service: Title IIC1 Congregate Meals

MONTH:
 FY 2011-2012

SECTION B - REPORT OF EXPENDITURES	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.
PERSONNEL							
						0.00	
						0.00	
						0.00	
Subtotal Personnel:	15,000.00	0.00	2,000.00	6,518.00	0.00	0.00	0.00
FRINGE BENEFITS							
						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	
EQUIPMENT						0.00	
SERVICE AND SUPPLIES (OTHER):	11,072.00						
Accounting						0.00	
Staff Training						0.00	
Contracts/Consultants						0.00	
Telephone						0.00	
Postage						0.00	
Advertising						0.00	
Rent						0.00	
Insurance						0.00	
Utilities						0.00	
Repair						0.00	
Copying/Printing						0.00	
Other						0.00	
Subtotal Service & Supplies (Other)	0.00	0.00	2,000.00	6,518.00	0.00	0.00	0.00
TOTAL COSTS	26,072.00	0.00	2,000.00	6,518.00	0.00	0.00	34,590.00

* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for specified line items. (See Contract Budget Pages)

ATTACHMENT C
Contractor: RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH
Program and Service: Title IIC2 Home Delivered Meals

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.
PERSONNEL							
						0.00	
						0.00	
						0.00	
Subtotal Personnel:	30,000.00	0.00	5,000.00	25,000.00	0.00	0.00	0.00
FRINGE BENEFITS							
						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	
EQUIPMENT							
						0.00	
SERVICE AND SUPPLIES (OTHER):							
Accounting	70,000.00					0.00	
Staff Training						0.00	
Contracts/Consultants						0.00	
Telephone						0.00	
Postage						0.00	
Advertising						0.00	
Rent						0.00	
Insurance						0.00	
Utilities						0.00	
Repair						0.00	
Copying/Printing						0.00	
Other						0.00	
Subtotal Service & Supplies (Other)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COSTS	100,000.00	0.00	5,000.00	25,000.00	0.00	0.00	130,000.00

* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for specified line items. (See Contract Budget Pages)

**CERTIFICATE OF
INSURANCE**

Workers Comp



AMERIND RISK MANAGEMENT CORPORATION
502 Cedar Drive
Santa Ana Pueblo, New Mexico 87004

CERTIFICATE OF COVERAGE
Tribal Employee Injury Protection

Covered Entity Name: **RIVERSIDE SAN BERNARDINO COUNTY INDIAN HEALTH**
Customer No.: **6331**
Address: **11555 1/2 POTRERO RD**
BANNING CA 92220

Account No.: 0000008266

Term of Coverage: **01/01/2011 to 01/01/2012** Policy #: **4467-00001**
at 12:01 a.m. standard at address of the Covered Entity

The following coverage and limits of liability are provided, subject to the terms, conditions and exclusions of the ATEIP Scope of Coverage *Document*, AMERIND By-laws and ATEIP *Affiliate Agreement*.

Coverage Information

Type of Organization: TRIBAL GOVERNMENT

Coverage: Tribal Employee Injury Protection as provided under the ATEIP Scope of Coverage *Document*.

Limit of Liability: The limit of coverage for **compensable injury claims (death, medical and indemnity)** and claim adjustment expenses incurred during the Term of Coverage shall be:

\$ 10,000,000 Per Occurrence

Coverage Forms: COC003A (0810) COC003B (0810) TEIPPA (0810)
TEIPSOC (0910)

Contribution: The Contribution for this Scope of Coverage will be determined by our rules, classifications, rates and rating plans. All information required on the attached Classification of Operations page is subject to verification and change by audit.

Contact Information

Administrator: AMERIND Risk Management Corporation Phone: (800) 352-3496
502 Cedar Drive (505) 404-5000
Santa Ana Pueblo, NM 87004 Fax: (505) 404-5001
Website: www.amerind-corp.org

Claims Administrator: Berkley Risk Administrators Co. Phone: (866) 448-1761
222 South Ninth Street
Minneapolis, MN 55402-3332 Fax (612) 766-3099
Website: www.berkleyrisk.com

Authorized Signature:  Date: 12/30/2010
Kent E. Paul, Chief Executive Officer

Commence
General
Liability



RENEWAL

EFFECTIVE DATE: 11/30/2010

Policy Number: GL 9522291	Prior Policy: 9522291
Billing Type: AGENCY BILL	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured and Mailing Address: RIVERSIDE SAN BERNARDINO COUNTY INDIAN HEALTH INC ATTN: MARK JENSEN 11555 1/2 POTRERO ROAD BANNING CA 92220	Agent: BOSWELL INSURANCE AGENCY AGENT P O BOX 4648 MISSION VIEJO CA 92690 Agent Code: 4295039 Agent Phone: (949)-855-0430

- PEERLESS INSURANCE COMPANY - A STOCK COMPANY
P.O. Box 85826
San Diego, CA 92186-5826

COMMON POLICY DECLARATIONS

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

POLICY PERIOD: From : 11/30/2010 To: 11/30/2011 at 12:01 AM Standard Time at your mailing address shown above.

FORM OF BUSINESS: CORPORATION

BUSINESS DESCRIPTION: HEALTH CARE CLINIC

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
Commercial General Liability Coverage Part	INCLUDED
Total Premium for all Liability Coverage Parts	\$ 11,783.00
Terrorism Risk Insurance Act of 2002 and 2005 Coverage	REJECTED *
*If rejected and Commercial Property, Inland Marine and/or coverage for Farm property is provided by this policy, in certain states mandatory fire coverage is provided at no additional premium.	
Total Policy Premium	\$ 11,783.00

FORMS AND ENDORSEMENTS

Forms and Endorsements made a part of this policy at time of issue:

Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations

Form Number	Description
CG2173	- 0108 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG2176	- 0108 EXCL OF PUNITIVE DAMAGES RELATED TO CERTIFIED ACT
IL0017	- 1198 COMMON POLICY CONDITIONS

17-57 (06/94)

INSURED COPY

Vehicle Liability



STATE FARM INSURANCE COMPANIES

State Farm Mutual Automobile Insurance Company

6400 State Farm Drive
Rohnert Park CA 94926

4 3 -3386 A

000032

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

AUTO RENEWAL

POLICY NUMBER	F20 0618-B01-75I
FEB 01 2011 to FEB 01 2012	
DATE DUE	PLEASE PAY THIS AMOUNT
FEB 01 2011	\$34406.62

Coverages and Limits Premium

This is the total 12 month premium for your fleet policy.

Amount Due **\$34,406.**

Your premium has already been adjusted by the following:

Premium Reductions
Vehicle Safety 307.

Your premium is based on the following . . . If not correct, contact your agent.

FLEET

Class

Your premium has been adjusted by a factor of 0.69, based on previous claim experience.

Thanks for letting us serve you...

Agent VALERIE MENEFFEE
Telephone (951)922-3838

79 7074 0750

See reverse side for important information
Please keep this part for your record.

Prepared NOV 19 2010

Policy No.
2745396



QBE INSURANCE CORPORATION

Philadelphia, Pennsylvania

A Stock Company

Policy No.
2745396

Direct Bill

General Insurance

Policy Period

From: 7/28/2010

To: 7/28/2011

At 12:01 A.M.

Standard Time

DEANS & HOMER, INSURANCE MANAGING UNDERWRITER
340 Pine Street, San Francisco, CA 94104

Renewal

INSURED:

Riverside-San Bernardino County
Indian Health, Inc.
11555 1/2 Potrero Road
Banning, CA 92220-6946

PRODUCER (10086)

Boswell Insurance Agency, Agents &
Brokers, Inc.
25411 Cabot Road
Suite 206
Laguna Hills, CA 92653-5520

TERM PREMIUM:

\$24,441.00

LOCATION #1

Bldg. 3&5, Dental & Pharm
11555 1/2 POTRERO RD
BANNING, CA 92220-6946

Coverage and conditions applicable to location #1

BUSINESS PERSONAL PROPERTY POLICY

COVERAGE

Coverage at the named location:

Business Personal Property

Building Glass

Building Damage

Extra Expense

Business Income

Debris Removal

Leasehold Interest

Accounts Receivable

Valuable Papers and Records

Money, Travelers Checks or Money Orders

Coverage away from any named location:

LIMITS OF INSURANCE

See Limits Table

\$1,000

\$1,000

\$1,000

\$1,000

\$25,000

\$1,000

\$15,000

\$15,000

\$1,000

SEE LIMITS TABLE

DEDUCTIBLE

Deductible Amount: \$1,000

FORMS

- DH 00-20 (01-06) Business Personal Property Policy
- DH 03-19 (01-06) Limitation of Coverage
- DH 05-51 (04-08) Limitation on Acts of Terrorism
- DH 05-77 (01-06) Ext. of Coverage - Debris Removal

Professional Liability



EVANSTON INSURANCE COMPANY

Policy No. SM-874116
Prev. No. SM-866959
Prod. No. 37147

DECLARATIONS - PROFESSIONAL LIABILITY INSURANCE POLICY FOR SPECIFIED MEDICAL PROFESSIONS

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

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

1. **NAMED INSURED:** RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH, INC.
2. **BUSINESS ADDRESS:**
11555 1/2 POTRERO ROAD
BANNING, CA 92220
3. **POLICY PERIOD:** From August 6, 2010 to August 6, 2011
12:01 A.M. Standard Time at address of Insured stated above.
4. **PROFESSIONAL SERVICES:** Outpatient Medical Clinic
5. **LIMITS OF LIABILITY:**

Each Claim:	\$ 1,000,000
Policy Aggregate:	\$ 3,000,000
6. **DEDUCTIBLE:**

Each Claim:	\$ 25,000
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7. **RETROACTIVE DATE:** August 6, 2004
8. **RATE:** Flat
PREMIUM BASE: Flat
9. **PREMIUM FOR POLICY PERIOD:**

Minimum	\$ 93,397.00
Deposit	\$ 93,397.00
10. **PREMIUM FOR EXTENDED REPORTING PERIOD:** 150% for 12 months; 175% for 24 months; or 200% for 36 months
11. The Insured is not a proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory, or any business enterprise not named in Item 1. hereinabove, except as follows:
None

**BOARD RESOLUTION
STATEMENT AND
SIGNATURES**




RIVERSIDE - SAN BERNARDINO COUNTY
INDIAN HEALTH, INC.


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

AUTHORIZATION TO ENTER INTO AGREEMENT

The Executive Committee of the Board of Directors of the Riverside-San Bernardino County Indian Health, Inc. held a meeting on May 18, 2011 and where a quorum was present, resolved to authorize the following corporate officials to enter into agreement, to negotiate and sign the Riverside County Office on Aging Title III FY 2011-2012 Contract, and any invoices that may result.

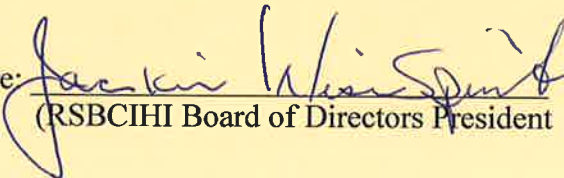
Signature: 
Name: Linwood Killam
(Type/ Print)

Date: 5/18/11
Title: Chief Executive Officer

Signature: 
Name: Mark Jensen
(Type/ Print)

Date: 5-18-11
Title: Chief Financial Officer

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

Signature: 
(RSBCIHI Board of Directors President)

Date: 5/19/11

Name: Jackie Wisepirit, Board President
(Type/ Print Name & Title)

ORGANIZATIONAL CHART



RIVERSIDE - SAN BERNARDINO COUNTY INDIAN HEALTH, INC.

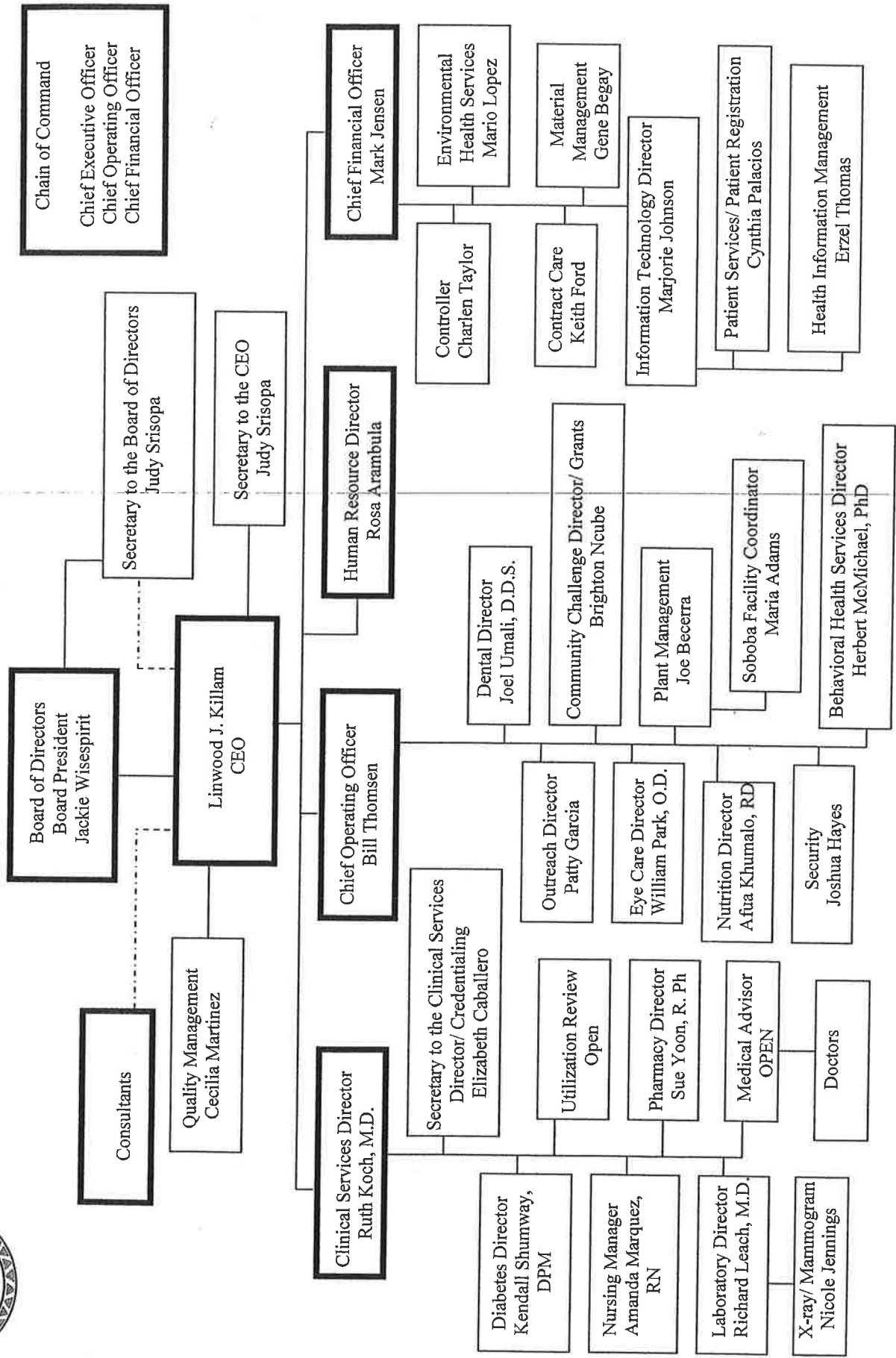


EXHIBIT A

**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
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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:

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AREA PLAN

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

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

The following apply to the Respite service category above:

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

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

- (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.

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

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

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

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

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

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

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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

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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

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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)].

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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.

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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

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

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

2. Senior Companion Program

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

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

Scope of Work – Exhibit A
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- i. **Eligible Service Population** means: individuals 60 years of age or older with an income no higher than that of the annual basic benefit level provided under the State Supplementary Payment (SSP) Program for a blind recipient [California Welfare and Institutions Code, Division 8.5, Chapter 7.5, Section 9543(b)]. If it is determined that a surplus of foodstuffs exists, the program may also provide these services to persons 60 years of age or older with an income that does not exceed 125 percent of the maximum SSP income level. [Section 9543(c)].
 - ii. No minimum dollar amount or specified numbers of contractors are required.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
4. Respite Purchase of Service (RPOS)
 - a. Operate, as a direct or contracted service, a state funded Respite Purchase of Service (RPOS) program that meets the program standards set forth in the Respite Purchase of Service 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: caregivers of frail elderly adults or adults with functional impairments.
 - ii. Contracts for RPOS are not tied to the Linkages Program and can be contracted as a separate service.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
5. Alzheimer's Day Care Resource Center (ADCRC)
 - a. Operate, as a direct or contracted service, a state funded ADCRC for the purpose of developing an enhanced program infrastructure that enables a day care provider to provide services successfully to persons with moderate to severe Alzheimer's disease or related dementia as well as support to their families and caregivers as set forth in the Alzheimer's Day Care Resource Center Policy and Procedure Manual, revised July 2000, and in any other subsequent

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

b. Additional Provisions

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

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

1. Needs Assessment

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

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what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

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

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

This group-needs assessment will serve as the basis for The Office on Aging determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

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

2. Provision of Services

- a. The Office on Aging shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

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1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group needs assessment, The Office on Aging shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)
- d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at their office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)
3. Compliance Monitoring
- a. The Office on Aging shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
 - b. The Office on Aging shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such

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

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

EXHIBIT B

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

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the Contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. (CCR, Title 2 Section 599.615 et seq.)
4. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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

C. Unexpended Funds

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

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

4. Funding Reduction(s)

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

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

ARTICLE I. FUNDS (Continued)

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

E. Interest Earned

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

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

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

ARTICLE I. FUNDS (Continued)

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand services.
8. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Contractor, and used for costs of the ADCRC.

G. One-Time-Only Funds

1. Title III, VII, & III E and Supplemental Title III & VII federal Program One-Time-Only funds shall be used for one-time- only purposes and cannot be used to increase baseline needs. One-Time-Only funds may be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) & (b).
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title III B, III C-1, III C-2, and III E federal Administration One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

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

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

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

I. Area Plan Administration

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

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) and shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Contractor shall submit electronically a budget revision 30 days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Transfers
 - 1. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - 2. Transfer of State funds is allowable between Titles III B General Fund, III C-1 General Fund, III C-2 General Fund, and III D General Fund.
 - 3. Transfer of State funds is allowable between State Funded CBSP programs.
 - 4.
 - a. Funds may be transferred in accordance with this section without a formal contract amendment upon agreement of both parties when the total amount of the Agreement does not exceed the total amount of the latest executed Agreement.
 - b. Requests to transfer federal or State funds (including CBSP) must be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - c. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
 - 5. Transfer of funds cannot be processed or approved after the end of the specified contract period.

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
9. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.
10. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.

G. Program Development or Coordination

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

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

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

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

B. Title III E

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

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

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

E. Nutrition Services Incentive Program (NSIP)

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

ARTICLE III. PAYMENTS (Continued)

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

F. Financial Management Systems

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

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

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

ARTICLE IV. CLOSEOUT

- A. The Financial Closeout Report (CDA 180) shall be submitted annually to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

EXHIBIT D

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
 2. Scope of work, Exhibit A;
 3. Special terms and conditions Exhibit D;
 4. General terms and conditions, Exhibit C;
 5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
 6. Any other documents incorporated herein by reference.
- C. The Contractor shall comply with all applicable program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Contractor" means the Office on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
- F. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

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

ARTICLE II. ASSURANCES

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

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

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

C. Nondiscrimination

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

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

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

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

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

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

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

ARTICLE II. ASSURANCES (Continued)

4. The Office on Aging agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

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

E. Conflict of Interest

1. The Office on Aging shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the office on Aging's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

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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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AREA PLAN**

ARTICLE VI. RECORDS (Continued)

with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Office on Aging; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Office on Aging shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Office on Aging.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Office on Aging or are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc .
 - 2. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

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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 15

unless otherwise amended by future regulation.

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

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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

**Special Terms and Conditions - Exhibit D
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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

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

ARTICLE XVI. NOTICES (Continued)

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

- B. Any notice given to the CDA for the Office on Aging's change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the contractor's letterhead.
- C. All other notices with the exception of those identified in Article VII. B. shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California 95834. Notices mailed to the Office on Aging shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Office on Aging upon full execution of this Agreement.
- B. The Office on Aging submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Office on Aging shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XVIII. Information Integrity and Security (Formerly Confidentiality)

A. Information Assets

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

Information assets include (but are not limited to):

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

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

B. Encryption on Portable Computing Devices

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

C. Disclosure

1. The Office on Aging shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Office on Aging shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Office on Aging shall not use such identifying information for any purpose other than carrying out the Office on Aging's obligations under this Agreement.
5. The Office on Aging shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Office on Aging may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Office on Aging may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Office on Aging accept such blanket authorization from any participant.

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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 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 5th working day of every month. For late reports, the Contractor shall submit a written explanation to the OoA by the 5th 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.

CONTRACT CONTENTS CHECKLIST
FISCAL YEAR 2011/2012

Contract with:

Second Harvest Food Bank

✓ **Check each box when complete**

Contract: (4) Signed Signature Pages: Four Signature Pages Only

Attachment A: (Scope of Services) Attachments A: Second Harvest Food Bank Title(s) IIB

Attachment C: Budget Attachment C: Second Harvest Food Bank

Insurance Copies:

Attach a copy Certificate of Insurance

Expiration Dates

<input checked="" type="checkbox"/>	Workers Compensation	11/1/2011
* Requires additionally insured letter	<input checked="" type="checkbox"/> *Commerce General Liability	11/1/2011
	<input checked="" type="checkbox"/> *Vehicle Liability	11/1/2011
	<input type="checkbox"/> General Insurance	
	<input type="checkbox"/> Professional Liability	if applicable

Board Resolution Stmt & Signatures Authorization to enter into agreement

Organizational Chart: Include names and job titles

AGENCY CONTRACTS REPRESENTATIVE PLEASE FILL OUT THIS CONTRACT CONTENTS CHECKLIST FORM COMPLETELY AND **RETURN WITH CONTRACT PACKAGE.**

*** Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds WILL be delayed.**

* Please provide the name(s) of the person(s) who complete the Monthly Reports and Reimbursements:

Monthly Reports/Name/Phone Number
Daryl E. Brock 951-359-4757

Reimbursements/Name/Phone Number
Daryl E. Brock 951-359-4757

Please provide an email address for your agency

* Upon receipt of a complete and correct contract package, the contract will be executed and a copy sent to.

Daryl E Brock 5/4/2011

SIGNATURE/DATE
(DIRECTOR OR DESIGNEE)

JUL 12 2011 3.34

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
SECOND HARVEST FOOD BANK

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

3. Maximum amount of this Agreement: \$54,000.00
Fifty Four Thousand

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

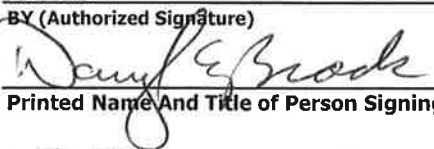
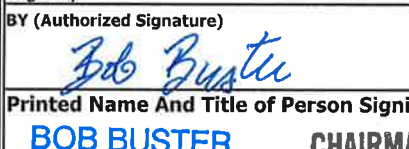
Exhibit B

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.

Contractor		County of Riverside	
Contractor Name: SECOND HARVEST FOOD BANK		Agency Name:	
BY (Authorized Signature) 	Date Signed <u>5/3/2011</u>	BY (Authorized Signature) 	Date Signed <u>7/12/2011</u>
Printed Name And Title of Person Signing Daryl E. Brock, Executive Director		Printed Name And Title of Person Signing BOB BUSTER CHAIRMAN, BOARD OF SUPERVISORS	
Address 2950-B Jefferson Street Riverside, CA 92504		Address	

FORM APPROVED COUNTY COUNSEL

By:  Neal R. Kipnis

Purchasing:  Mark Sella, Assistant Director

ATTEST:

KECIA HARPER-IHEM, Clerk

By:  DEPUTY

JUL 12 2011

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

ATTACHMENT A-1

SCOPE OF SERVICES
Second Harvest Food Bank

FY 2011-2012

SPECIFIC SERVICE CONTRACT REQUIREMENTS

I. PROGRAM SPECIFICATIONS

A. Program #15 – Other Services

Community Services/Senior Center Management

Definition - Community Services consist of activities which focus on the physical, social, psychological, economical, educational, recreational, and/or creative needs of older persons which are not included in other California Title III Program Definitions.

Income Support/Material Aid

Arrange for and provide assistance to participants in the form of USDA commodities, surplus food distribution, emergency cash assistance, travel vouchers, and transit passes.

1. Unit Measurement: 1 Client Served

2. Units of Service/Clients Served:

- a. Units of Service to be Provided Under Contract: 30,000_____
- b. Unit Rate: \$1.80_____
- c. Number of New Clients to be Served: 25_____
- d. Number of New Minorities to be Served: 25_____
- e. Number of Clients in Target Groups: 25_____

II. INTAKE/SCREEN FORMS

Contractor should utilize the “**New Senior Intake Form, 100x, (OoA Form 2)**”, for each “new” client served, and take appropriate measures to ensure confidentiality of such client information.

III. STAFFING PLAN

See attached organizational chart and job descriptions. Sites and food bank have bilingual personnel in English and Spanish only.

ATTACHMENT A-1

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."

We will deliver donated products to sites who have completed their intake process on a regularly scheduled basis, so that we know how many bags of food to deliver. Volunteers keep track of the numbers, sign-in sheets, registrations, etc. and forward them to the food bank. All data is maintained in the food bank. Product is selected, evaluated and prepared for delivery in the food bank, unloaded at the site on distribution day, on their pre-scheduled day and time. See the attached list of sites and locations.

- B. Hours/days of operation:

See attached site listing spreadsheet

- C. Describe the geographic area(s), Target Area Group TAG), your program will serve:

See attached site listing spreadsheet

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

Via local contacts with site volunteers and other locations. Program expansion is not possible because of the limited funds of the contract.

- E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.:

As we have for the past 18 years, we will coordinate with the local sites, the Office on Aging and any other entity that is required.

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

. All product is donated, and thus, we have no control over what is available for distribution. We will make every effort to provide variety and volume of nutritious product, depending on what is donated.

IV B, C

SFS DISTRIBUTION LIST

Revised: JAN. 2011

SITE	DELIVERY	ADDRESS:	CITY, STATE & ZIP:	COORD NAME	PHONE
5 BANNING	3RD TUES. DISTR. WED	769 N. San Gorgonio	Banning, Ca. 92220	Anna or Lynn 922-3250 Fx 849-0639	rec. food Tues. distr. Wed.
5 BEAUMONT	3RD TUES	550 E. 6TH ST	Beaumont, Ca. 92223	Neil Welch (Home)	845-7432
5 CALIMESA	3RD THURS	908 Park Ave	Sr. Ctr Director	Usha Shah	769-8539 * Fx 769-1372
1 CORONA	3RD WED	921 S. Belle	Calimesa, Ca. 92320	Kathy 909-	795-2287 * Fx 795-5204
2 CREEKSIDE	4TH THURS	4291 Monroe	Corona, CA. 91720	Tina Beaudoin Director	736-2363 call Tina if rpts late
2 DALES	2ND FRIDAY	3847 Terracina Dr	Site Coordinator	Tina's direct line 736-2462	
6 HEMET	1ST THURS	1779 E. Florida Ave Ste. D	Riverside, Ca. 92504	Alice DeMichael	687-0268 * Fx 687-9471
3 HOMELAND	4TH TUES	26067 Homeland Ave	Riverside, Ca. 92506	Merrill Darlington (Office)>	683-8466
6 IDYLLWILD	1ST TUES	53830 Toll Gate	All Saints Epescopal Church	(Home)>	682-1797
2 J GOESKE	4TH THURS	5257 Sierra	Salvation Army	Sarah Bailey (soc. Wrkr)	766-2020 or 925-7176
2 JURUPA	1ST WED	5888 Mission Blvd	Homeland Ca. 92548	Shirley Ritschel (ppr wrk)	fx 925-5796
4 LK ELSINORE	2ND TUES. DISTR. WED.	420 E. Lakeshore Dr.	Community 1st Church of God	Cruz Samanto	926-0131 home
3 MEAD VLY	2ND WED	21091 Rider St	Idyllwild, Ca. 92549		251-3991
3 MORENO VLY	4TH TUES	25075 Fir St (Sr Cntr)	Family History Center	Dennis Byers	659-5489 - 675-0139 cell
3 PERRIS	4TH TUES	100 N. "D" ST	659-4679	Gary Busher (ppr wrk)	659-2998 - 334-0972 cell
2 REID PARK	3RD THURS	701 N Orange	Riverside, Ca. 92504	Elaine Carb (hm 689-5480)	351-8801 * Fx 351-9731
6 SAN JACINTO	2ND TUES	157 Ramona Blvd (Lions Club)	Riverside, Ca. 92509	Theresa Denham Sr Svc Dir.	275-9975 Fx 275-9745
2 STRATTON	1ST THURS	2008 Pennsylvania Ave	Community 1st Church of God	William Arrella	206-2650 alternate phone
3 SUN CITY	2ND THURS	29995 Evans Rd	Riverside, Ca. 92501	Arlene Gulbransen 674-2526	Fx 471-1418 distr. on Wed.
4 TEMECULA	4TH WED	41538 Eastman Dr. #C	Perris, Ca. 92570	Willie Stringer	657-0685
2 VILLEGAS	2ND THURS	7240 Margueta Av .	Moreno Vly, Ca. 92553	Gloria Hernandez	657-0686 * Fx 657-9208
2 FOUNTAINS	2ND FRIDAY	4790 Jackson St	Perris, Ca. 92570	Jay or Ariel	413-3430 * Fx 243-1400
				Mary Lou Martinez	657-7334 (hm) 657-7622
				(Yvonne - dir of center)	Fx 657-1671
				Jessica (supervisor)	826-5654 (prk) 522-3566
				Hilda	715-3460 fax 715-3468
				David Hutton 925-9474	Lions Club 805-3364
				Billie Hoover	826-5355
				(Home)>	684-9557
				Renee	672-9673
				Marti Collier (does ppr wrk)	Fx 301-1923
				Rosalie Vaccarino	600-9557 * Fx 600-8233
				Yvette Thompson	
				Frank Garcia (office)>	351-6142
				(home)	785-7419
				Patty Melendez(949-295-5803)	687-3777 * Fx 687-8933

**ATTACHMENT B
ALLOCATION**

ATTACHMENT B

**Contracts for Services Fiscal Year 2011/2012
Vendor #11284**

Provider	Funding Source	Project/Grant	Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	Dollar Amount	Total Contract Amount per Provider
Second Harvest Food Bank 2950-B Jefferson Street Riverside, CA 92504	OA61615FY12	Title IIIB	Community Service	IncomeSupport/Material Aid	1 Client Served	93.044	30,000	\$1.80	\$54,000.00	\$54,000.00
	OA43492FY10	Community Based		Brown Bag		n/a	n/a	Expense	\$0.00	\$0.00

**ATTACHMENT C
BUDGET**

ATTACHMENT C

Revised Budget Sheet 10/2009

COUNTY OF RIVERSIDE
OFFICE ON AGING
CONTRACTOR BUDGET
Fiscal Year 2011/2012

Vendor #: 11284

CONTRACT PROVIDER: Second Harvest Food Bank
PROGRAM/ACTIVITY: Title IIIB - Community Services - Material Aid

NARRATIVE	CONTRACT FUNDS	CASH MATCH	IN-KIND MATCH	PROGRAM INCOME	NON CASH MATCH	NON IN-KIND MATCH	INDIRECT COSTS	TOTAL
PERSONNEL	54,000.00							\$54,000.00
Volunteers			54,000.00					\$0.00
Subtotal Personnel	54,000.00	0.00	54,000.00	0.00	0.00	0.00	0.00	\$108,000.00
FRINGE BENEFITS								\$0.00
Taxes:								\$0.00
Benefits: WC Insurance		5,400.00						\$5,400.00
Subtotal Fringe Benefits	0.00	5,400.00	0.00	0.00	0.00	0.00	0.00	\$5,400.00
SERVICE AND SUPPLIES								\$0.00
Accounting:								\$0.00
Staff Training and Travel:								\$0.00
Equipment/Furniture								\$0.00
Contracts/Consultants								\$0.00
Telephone:								\$0.00
Postage:								\$0.00
Advertising:								\$0.00
Rent:								\$0.00
Insurance:								\$0.00
Utilities:								\$0.00
Repair								\$0.00
Copying/Printing				2,000.00				\$0.00
Other:								\$2,000.00
Subtotal Service and Supplies	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
TOTAL COSTS	\$54,000.00	\$5,400.00	\$54,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$115,400.00

SFS FY 2011-2012

JULY 1, 2010 through JUNE 30, 2011									
LAST NAME	HOURLY	PAYDAY	MONTHLY	YEARLY	WC costs	SFS Costs	SFS WC Costs	73% of total	Actual
Production Yolanda	\$11.03	\$955.93	\$1,911.87	\$22,942.40	\$4,037.13	\$16,747.95	\$2,947.10	\$9,251.99	SFS
Driver Dennis	\$12.13	\$1,051.27	\$2,102.53	\$25,230.40	\$4,439.74	\$18,418.19	\$3,241.01	\$10,174.67	
Assistant Darlene	\$9.45 - 30 hrs/wk	\$614.25	\$1,228.50	\$14,742.00	\$203.79	\$10,761.66	\$148.77	\$5,945.01	
Bakery Sam	\$10.45	\$905.67	\$1,811.33	\$21,736.00	\$3,824.84	\$15,867.28	\$2,792.13	\$8,765.48	
Driver Linda	\$12.13	\$1,051.27	\$2,102.53	\$25,230.40	\$4,439.74	\$18,418.19	\$3,241.01	\$10,174.67	
Driver Dana	\$11.55	\$1,001.00	\$2,002.00	\$24,024.00	\$4,227.46	\$17,537.52	\$3,086.04	\$9,688.17	
TOTALS		\$5,579.38	\$11,158.77	\$133,905.20	\$21,172.70	\$97,750.80	\$15,456.07	\$54,000.00	
MONTHLY SALARY COSTS									
Grant Amounts									
BB	\$20,000.00								
SFS	\$54,000.00								
	\$74,000.00								
	27.03%								
	72.97%								
	UNPAID SALARIES (backup cash match)								
	BB								
	SFS								
	\$43,750.80								
	Workers Compensation Insurance used as Program Match								
	BB								
	SFS								
	\$15,456.07								
	SFS Program Match		\$15,456.07		Max/month	=	\$1,288.01		
	SFS Admin Match		\$60,000.00		Max/month	=	\$5,000.00		
SFS	Program Match 10%	\$5,400.00	minimum match	\$5,400.00	Max/month	=	\$450.00		
SFS	Admin Match 25%	\$13,500.00	Volunteer hours @ \$7.50/hour		Max/month	=	\$1,125.00		

III

**CERTIFICATE OF
INSURANCE**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2010

PRODUCER (714)221-1800 FAX: (714)221-4196
Brown & Brown of California, Inc.
500 N. State College Blvd.
Suite 400
Orange CA 92868

INSURED
Second Harvest Food Bank
2950-B Jefferson St
Riverside CA 92504

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.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Indemnity	18058
INSURER B:	Williamsburg National	25780
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK646802	11/1/2010	11/1/2011	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
						MED EXP (Any one person) \$ 20,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK646802	11/1/2010	11/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
						\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCMWIL502650900	11/1/2010	11/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000


DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY REGARDING OPERATIONS OF THE NAMED INSURED. *10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF RIVERSIDE OFFICE OF AGING
 6296 RIVER CREST DR. STE K
 RIVERSIDE, CA 92507-0738

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
 Camilo Sharpe/THEMMI 

**BOARD RESOLUTION
STATEMENT AND
SIGNATURES**

May 4, 2011

The Board of Directors of Second Harvest Food Bank approves the following resolution:

The Board of Directors of Second Harvest Food Bank hereby authorizes Executive Director Daryl E. Brock to execute a contract with the Riverside County Office on Aging to utilize Older Americans Act Title III-B funds for the distribution of surplus food products to senior citizens during FY 1 July 2011 to 30 June 2012. Daryl E. Brock or his appointed representative is authorized to sign any and all contract related paperwork.

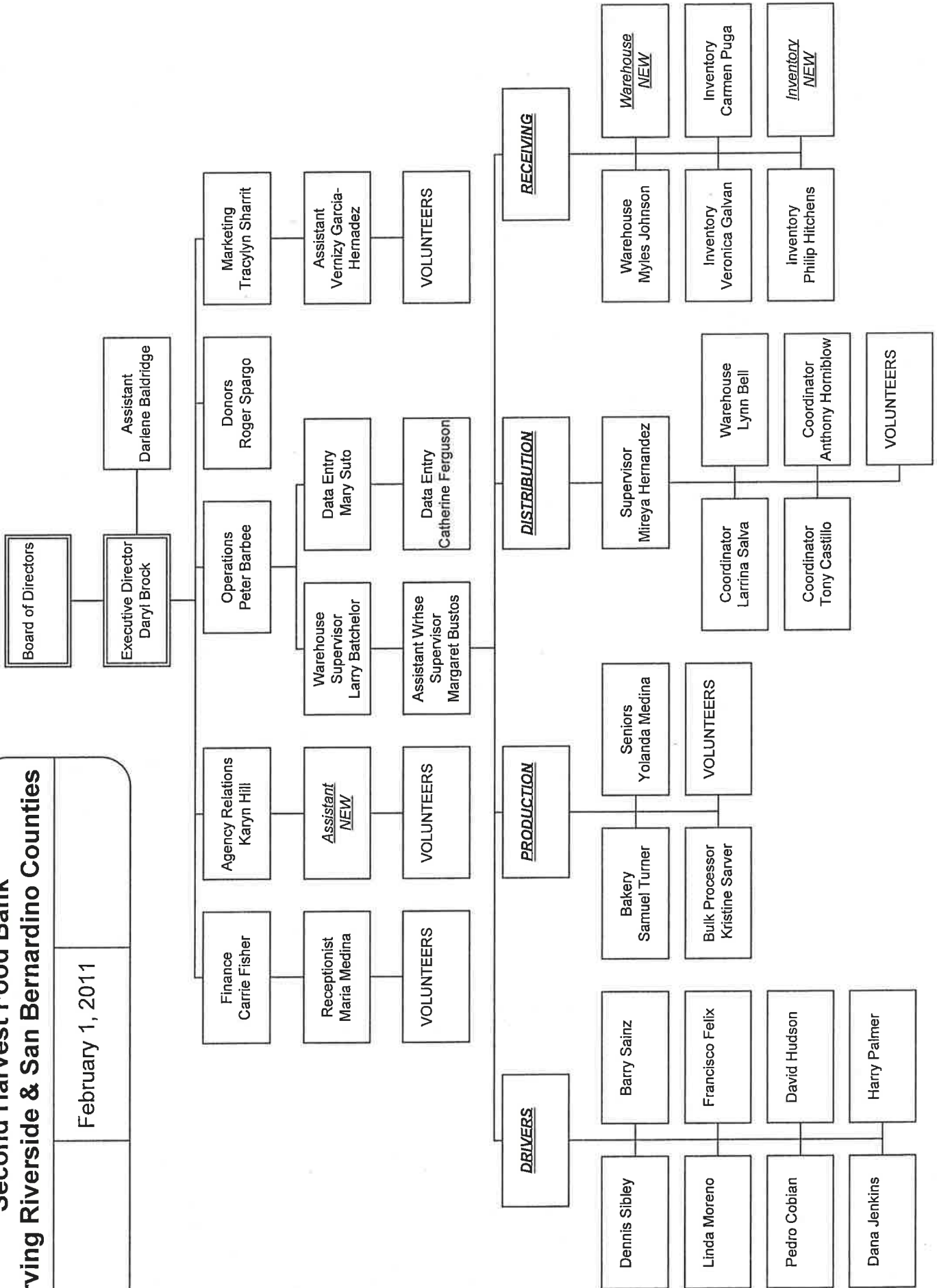


Gregory Wilkinson
Chairman, Board of Directors
Second Harvest Food Bank

ORGANIZATIONAL CHART

Second Harvest Food Bank serving Riverside & San Bernardino Counties

February 1, 2011



III

JOB DESCRIPTION

POSITION: **SENIOR'S PROGRAMS ASSISTANT**
COMPANY: Second Harvest Food Bank serving Riverside and San Bernardino Counties
LOCATION Riverside, California
SUPERVISOR Director of Seniors Programs

PRINCIPAL FUNCTION

To assist the Director of Seniors Programs in the administration of the Brown Bag Program and the Senior Food Sharing Program. To computerize site information for the creation of distribution paperwork, membership paperwork and any other paperwork that might be required.

SUPERVISION RECEIVED

Receives direct supervision from Director of Seniors Programs.

SUPERVISION EXERCISED

Supervises any volunteers that might be assigned to accomplish job.

PRINCIPAL DUTIES

1. To assist the Director of Seniors Programs as needed.
2. To computerize the membership data of each site in the Brown Bag Program and the Senior Food
3. To create and issue membership cards to each participant.
4. To assist in the preparing of monthly, quarterly, and annual reports.
5. To monitor activity of participants at each site as needed.
6. To help prepare any other necessary paperwork needed for the programs.
7. Other duties as assigned.

QUALIFICATIONS

Ability to communicate well in writing and verbally. Bilingual in Spanish desired but not required. Able to work well with senior citizens, volunteers, and people of all ethnic backgrounds. Must have strong computer and typing skills. Able to perform simple math functions.

III

JOB DESCRIPTION

POSITION: **DRIVER**
COMPANY: Second Harvest Food Bank serving Riverside and San Bernardino Counties
LOCATION: Riverside, California
SUPERVISOR: Warehouse Supervisor, Director of Operations (indirectly)

PRINCIPAL FUNCTION

To collect product donated to the Food Bank from various donors, and to deliver product to various program distribution sites. To maintain good public relations with the donors and recipients as well as the public at large. To operate all vehicles in a safe and proper manner. To load and unload vehicles, and to assist in the warehouse as needed.

SUPERVISION RECEIVED

Receives direct supervision from the Warehouse Supervisor and indirect supervision from the Director of Operations.

SUPERVISION EXERCISED

Supervises any Drivers Helper and/or volunteers that might be assigned to help with this position.

PRINCIPAL DUTIES

1. Meets scheduling requirements in a safe and proper manner.
2. Operates all equipment in a safe and responsible manner. Checks equipment for problems,
3. Ensures proper actions are performed while at all donor facilities, and that donor requirements
4. Maintains all appropriate paperwork daily and ensures all paperwork is completed by the end
5. Ensures that all safety procedures are followed at all times, and caution is exercised
6. Other duties as assigned.

QUALIFICATIONS

Must have a current, valid California Class A drivers license with a current clean DMV printout. Capable of following instructions, written and verbal, and able to communicate well both in writing and verbally. Able to maintain appropriate paperwork. Capable of driving a variety of trucks with manual transmission and 2 speed rear axle. Capable of strenuous physical labor and able to lift 100 pounds at a time. Ability to speak Spanish desired but not required. Able to perform simple math.

III

JOB DESCRIPTION

POSITION: **PRODUCTION COORDINATOR, Seniors Programs**
COMPANY: Second Harvest Food Bank serving Riverside and San Bernardino Counties
LOCATION: Riverside, California
SUPERVISOR: Director of Operations, Director of Seniors Programs (indirectly)

PRINCIPAL FUNCTION

To supervise and coordinate volunteers in sorting, bagging and processing donations of product for Senior Citizen food distribution programs. To develop and train volunteers to staff the program. To ensure that all activities are performed in a safe and proper manner. To maintain paperwork as required.

SUPERVISION RECEIVED

Receives direct supervision from the Director of Operations and indirect supervision from the Director of Seniors Programs.

SUPERVISION EXERCISED

Supervises volunteers and productions assistants assigned to position

PRINCIPAL DUTIES

1. Develop a resource of volunteers to sort, bag, and process donated food.
2. Train volunteers in proper methods of sorting, lifting, and safety procedures.
3. Coordinate production and delivery schedules with the Director of Seniors Programs.
4. Ensure that proper quantities of product are available for scheduled deliveries.
5. Ensure adequate supplies are available to perform functions required.
6. Maintain paperwork as required.
7. Supervise all activities relating to the Senior food distribution programs inside the warehouse.
8. Other duties as assigned.

QUALIFICATIONS

Able to communicate well in writing and verbally. Able to work with people of all types. Able to perform minor math and simple paperwork and filing tasks. Able to work with limited supervision, and to maintain positive relations with volunteers. Able to perform physical tasks. Able to operate warehouse equipment in a safe and proper manner. Ability to speak Spanish desired but not required.

III

JOB DESCRIPTION

POSITION: **BAKERY PRODUCTION COORDINATOR**
COMPANY: Second Harvest Food Bank serving Riverside and San Bernardino Counties
LOCATION: Riverside, California
SUPERVISOR: Production Coordinator, Seniors Programs

PRINCIPAL FUNCTION

To sort all incoming bakery products and stock charity distribution area with the greatest amount of product for charity distribution. To coordinate the sorting and boxing of bakery goods for distribution through the various seniors programs. To ensure that all activities are performed in a safe and proper manner. To maintain paperwork as required.

SUPERVISION RECEIVED

Receives direct supervision from Production Coordinator, Seniors Programs; and indirect supervision from Director of Operations.

SUPERVISION EXERCISED

Supervises any volunteers that might be assigned to the position.

PRINCIPAL DUTIES

1. Develop a resource of volunteers to sort, box and process donated bakery products.
2. Train volunteers in the proper methods of sorting, lifting and safety procedures.
3. Coordinate the production and delivery of product for seniors programs with the Director of
4. Ensure proper quantities of product is available for scheduled deliveries.
5. Ensure the maximum amount of bakery product is available for distribution to charities.
6. Maintain paperwork as required.

QUALIFICATIONS

Able to communicate well verbally and in writing. Able to work with a variety of people. Able to perform simple math and maintain proper paperwork. Able to work with minimal supervision and maintain positive relations with all volunteers. Able to perform physical labor, and operate a variety of warehouse equipment safely and properly. Bilingual in Spanish desired but not required.

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.

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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.

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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

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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:

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- 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;

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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

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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

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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

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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.

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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

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- 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).

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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)].

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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.

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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

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

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

2. Senior Companion Program

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

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

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

- i. **Eligible Service Population** means: individuals 60 years of age or older with an income no higher than that of the annual basic benefit level provided under the State Supplementary Payment (SSP) Program for a blind recipient [California Welfare and Institutions Code, Division 8.5, Chapter 7.5, Section 9543(b)]. If it is determined that a surplus of foodstuffs exists, the program may also provide these services to persons 60 years of age or older with an income that does not exceed 125 percent of the maximum SSP income level. [Section 9543(c)].
 - ii. No minimum dollar amount or specified numbers of contractors are required.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
4. **Respite Purchase of Service (RPOS)**
 - a. Operate, as a direct or contracted service, a state funded Respite Purchase of Service (RPOS) program that meets the program standards set forth in the Respite Purchase of Service 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: caregivers of frail elderly adults or adults with functional impairments.
 - ii. Contracts for RPOS are not tied to the Linkages Program and can be contracted as a separate service.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
5. **Alzheimer's Day Care Resource Center (ADCRC)**
 - a. Operate, as a direct or contracted service, a state funded ADCRC for the purpose of developing an enhanced program infrastructure that enables a day care provider to provide services successfully to persons with moderate to severe Alzheimer's disease or related dementia as well as support to their families and caregivers as set forth in the Alzheimer's Day Care Resource Center Policy and Procedure Manual, revised July 2000, and in any other subsequent

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

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

b. Additional Provisions

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

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

1. Needs Assessment

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

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

what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

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

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

This group-needs assessment will serve as the basis for The Office on Aging determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

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

2. Provision of Services

- a. The Office on Aging shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

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

1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group needs assessment, The Office on Aging shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)
- d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at their office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)
3. Compliance Monitoring
- a. The Office on Aging shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
 - b. The Office on Aging shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such

**Scope of Work – Exhibit A
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records may result in appropriate sanctions. (Title 22 CCR Section 98314)

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

EXHIBIT B

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

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the Contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.(CCR, Title 2 Section 599.615 et seq.)
4. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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

C. Unexpended Funds

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

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

ARTICLE I. FUNDS (Continued)

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

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

4. Funding Reduction(s)

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

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

ARTICLE I. FUNDS (Continued)

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

E. Interest Earned

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

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

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

ARTICLE I. FUNDS (Continued)

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand services.
8. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Contractor, and used for costs of the ADCRC.

G. One-Time-Only Funds

1. Title III, VII, & III E and Supplemental Title III & VII federal Program One-Time-Only funds shall be used for one-time- only purposes and cannot be used to increase baseline needs. One-Time-Only funds may be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) & (b).
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title III B, III C-1, III C-2, and III E federal Administration One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

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

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

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

I. Area Plan Administration

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

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) and shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Contractor shall submit electronically a budget revision 30 days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Transfers
 - 1. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - 2. Transfer of State funds is allowable between Titles III B General Fund, III C-1 General Fund, III C-2 General Fund, and III D General Fund.
 - 3. Transfer of State funds is allowable between State Funded CBSP programs.
 - 4.
 - a. Funds may be transferred in accordance with this section without a formal contract amendment upon agreement of both parties when the total amount of the Agreement does not exceed the total amount of the latest executed Agreement.
 - b. Requests to transfer federal or State funds (including CBSP) must be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - c. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
 - 5. Transfer of funds cannot be processed or approved after the end of the specified contract period.

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
9. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.
10. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.

G. Program Development or Coordination

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

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

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

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

B. Title III E

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

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

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

E. Nutrition Services Incentive Program (NSIP)

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

ARTICLE III. PAYMENTS (Continued)

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

F. Financial Management Systems

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

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

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

ARTICLE IV. CLOSEOUT

- A. The Financial Closeout Report (CDA 180) shall be submitted annually to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

EXHIBIT D

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
 2. Scope of work, Exhibit A;
 3. Special terms and conditions Exhibit D;
 4. General terms and conditions, Exhibit C;
 5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
 6. Any other documents incorporated herein by reference.
- C. The Contractor shall comply with all applicable program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Contractor" means the Office on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
- F. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE II. ASSURANCES

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

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

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

C. Nondiscrimination

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

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

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

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

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

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

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE II. ASSURANCES (Continued)

4. The Office on Aging agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

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

E. Conflict of Interest

1. The Office on Aging shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the office on Aging's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

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

ARTICLE II. ASSURANCES (Continued)

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

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

1. When applicable for purposes of construction or repair of facilities, the Office on Aging shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. The Office on Aging shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Office on Aging or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

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.

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 15

unless otherwise amended by future regulation.

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

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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

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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

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

ARTICLE XVI. NOTICES (Continued)

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

- B. Any notice given to the CDA for the Office on Aging's change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the contractor's letterhead.
- C. All other notices with the exception of those identified in Article VII. B. shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California 95834. Notices mailed to the Office on Aging shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Office on Aging upon full execution of this Agreement.
- B. The Office on Aging submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Office on Aging shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XVIII. Information Integrity and Security (Formerly Confidentiality)

A. Information Assets

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

Information assets include (but are not limited to):

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

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

B. Encryption on Portable Computing Devices

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

C. Disclosure

1. The Office on Aging shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Office on Aging shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Office on Aging shall not use such identifying information for any purpose other than carrying out the Office on Aging's obligations under this Agreement.
5. The Office on Aging shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Office on Aging may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Office on Aging may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Office on Aging accept such blanket authorization from any participant.

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

ARTICLE XVIII. Information Integrity and Security (Continued)

D. Training/Education

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

E. Health Insurance Portability and Accountability Act (HIPAA)

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

F. Contractor Confidentiality Statement

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

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed,, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The

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.

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 5th working day of every month. For late reports, the Contractor shall submit a written explanation to the OoA by the 5th 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:

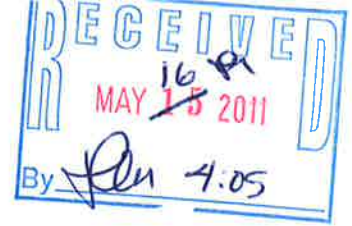
- a. Written notice to the County of the contractor's intent to terminate Ombudsman services;
- b. Written notice to the contractor of the County's intent to terminate the contract for Ombudsman services; or
- c. Written notice to the Contractor of the State Termination of the Contract, in whole or, 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.

**CONTRACT CONTENTS CHECKLIST
FISCAL YEAR 2011/2012**



Contract with:

SODEXO, INC

✓ **Check each box when complete**

Contract: (4) Signed Signature Pages: Four Signature Pages Only

Attachment A: (Scope of Services) Attachments A: SODEXO Title(s) IIC1 & IIC2

Attachment C: Budget Attachment C: SODEXO

Attachment D: Attachment D: Contracted Meals

Insurance Copies:

Attach a copy Certificate of Insurance

Expiration Dates

* Requires additionally insured letter

<input checked="" type="checkbox"/>	Workers Compensation	6-1-2011
<input checked="" type="checkbox"/>	*Commerce General Liability	6-1-2011
<input checked="" type="checkbox"/>	*Vehicle Liability	6-1-2011
<input checked="" type="checkbox"/>	General Insurance	6-1-2011
<input checked="" type="checkbox"/>	Professional Liability	if applicable

Board Resolution Stmt & Signatures Authorization to enter into agreement

Organizational Chart: Include names and job titles

AGENCY CONTRACTS REPRESENTATIVE PLEASE FILL OUT THIS CONTRACT CONTENTS CHECKLIST FORM COMPLETELY AND **RETURN WITH CONTRACT PACKAGE.**

*** Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds WILL be delayed.**

* Please provide the name(s) of the person(s) who complete the Monthly Reports and Reimbursements:

Shannon Fry 951-827-3613

Monthly Reports/Name/Phone Number

Shannon Fry 951-827-3613

Reimbursements/Name/Phone Number

Shannon.fry@sodexo.com

Please provide an email address for your agency

* Upon receipt of a complete and correct contract package, the contract will be executed and a copy sent to.

[Signature] 5-16-11

SIGNATURE/DATE
(DIRECTOR OR DESIGNEE)

JUL 12 2011 3.34

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
SODEXO

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



3. Maximum amount of this Agreement: \$1,180,325.00
One Million One Hundred Eighty Thousand Three Hundred Twenty-Five

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
- Attachment D Contracted Meals
- 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.

Contractor		County of Riverside	
Contractor Name: SODEXO		Agency Name:	
BY (Authorized Signature) 	Date Signed <u>5/7/2011</u>	BY (Authorized Signature) 	Date Signed <u>7/12/2011</u>
Printed Name And Title of Person Signing <u>Mark Seiler - Sr. Vice President</u>		Printed Name And Title of Person Signing BOB BUSTER CHAIRMAN, BOARD OF SUPERVISORS	
Address UCR Ext., 1200 Iniversity Ave. Riverside, CA 92507		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

**RIVERSIDE COUNTY SENIOR NUTRITION SERVICES
FY 2011/12**

Sodexo America, LLC

1. Statement of work:

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

2. Geographical area served

TAG	SUBGROUP
1	Corona, Norco, Glen Valley, Lake Elsinore
2	Riverside, Woodcrest, Rubidoux
4	Murrietta, Temecula
6	Coachella, Indio, Thermal
7	Palm Springs

3. Congregate meals program:

- A. Number of annual units of service 92,996
- B. Number of new seniors to be served 100
- C. Meals are provided 5 days a week
- D. Meals are provided 250 days a year
- E. Total number of volunteers 20
- F. Suggested eligible participant donation \$3.00
- G. Non-eligible fee per meal \$5.00
- H. Unit rate per meal \$5.18
- I. Attach a copy of your donation policy See Below:
 - o All donations are anonymous and confidential
 - o A locked box is placed for donations at each site
 - o Boxes are delivered to main office and donations are counted and deposited.

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

ATTACHMENT A

Site: Coachella Senior Center Address: 1540 7 th Street Coachella, CA 92236 Phone #: 760-398-0104 Staff person: Maria Hours of Operation: Number of meals: Annual site costs:	Site: Rummonds Center Address: 87229 Church St. Thermal, CA Phone #: 760-399-0081 Staff person: Belia Duran Hours of Operation: Mon - Friday Number of meals: Annual site costs:
Site: Norco Senior Center Address: 2690 Clark Ave. Riverside, CA 92861 Phone #: 951-270-5638 Staff person: Valerie Ruddy Hours of Operation: Mon-Friday Number of meals: Annual site costs:	Site: Temecula Senior Center Address: 41845 Sixth Street Temecula, CA Phone #: 951-694-6465 Staff person: Norman Shadoff Hours of Operation: Mon - Fri Number of meals: Annual site costs:
Site: Lake Elsinore Senior Address: 420 E. Lakeshore Dr. Lake Elsinore 925 Phone #: 951-471-3571 Staff person: Lorraine Salas Hours of Operation: Mon-Fri Number of meals: Annual site costs:	Site: Rubidoux Senior Center Address: 5888 Misson Blvd. Rubidoux, 92509 Phone #: 951-369-7276 Staff person: Estelle Guzman Hours of Operation: Mon-Fri Number of meals: Annual site costs:
Site: Murrieta Senior Center Address: 41717 Juniper Street Murrieta, 92595 Phone #: 951-461-6110 Staff person: Carol Synder Hours of Operation: Mon-Fri Number of meals: Annual site costs:	Site: Goseke Senior Center Address: 5257 Sierra St Riverside, 92509 Phone #: 951-351-9163 Staff person: Andra Davis Hours of Operation: Mon-Fri Number of meals: Annual site costs:
Site: Reid Park Address: 701 N Orange St Riverside, 92501 Phone #: 951-826-5654 Staff person: Wilda Montgomery Hours of Operation: Mon-Fri Number of meals: Annual site costs:	Site: Villegas Senior Center Address: 7240 Margarita St. Riverside, 92509 Phone #: 951-351-6142 Staff person: Betty Lou Wood Hours of Operation: Mon-Fri Number of meals: Annual site costs:

ATTACHMENT A

Site: Corona Address: 801 Magnolia Ave. Corona, Ca 92879 Phone #: 951-279-8406 Staff person: Elsa Calahorrano Hours of Operation: Mon - Friday Number of meals: _____ Annual site costs: _____	Site: UCR Extension Cafe Address: 1200 University Ave Riverside, Ca 92507 Phone #: 951-827-3613 Staff person: Shannon Fry Hours of Operation: Mon - Saturday Number of meals: _____ Annual site costs: _____
Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____
Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____
Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____
Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____

ATTACHMENT A

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

If yes, have any of the vehicles used to transport customers to and from the nutrition sites been purchased with older Americans Act funds?
 Yes No

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

MODEL	MAKE	YEAR	MILEAGE
Astro Cargo Van	Chevy	2002	
Windstar Cargo Van	Ford	2000	
Windstar Cargo Van	Ford	2003	
E150 Cargo Van	Ford	2007	
Astro Mini Van	Chevy	2005	

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

Total number of presentations 4
 Annual cost 1500
 Name of registered dietitian Kam Ng
 License number R802758 Expiration date: 08-31-2011

6. Home delivered meals program:

- A. Number of annual units of service 134,866
- B. Number of new seniors to be served 175
- C. Meals are delivered 5 days a week
- D. Meals are provided for 7 days a week
- E. Meals are provided 365 days a year
- F. Total number of volunteers 8
- G. Unit rate per meal \$ 5.18
- H. Suggested eligible participant donation \$3.00

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

ATTACHMENT A

Site: Rummonds Senior Center Address: 87229 Church Street Thermal, 92274 Phone #: 951-826-2005	Site: UCR Extension Center - UNEX Address: 1200 University Ave Riverside, 92509 Phone #: 951-827-3613
Site: _____ Address: _____ Phone #: _____	Site: _____ Address: _____ Phone #: _____
Site: _____ Address: _____ Phone #: _____	Site: _____ Address: _____ Phone #: _____
Site: _____ Address: _____ Phone #: _____	Site: _____ Address: _____ Phone #: _____
Site: _____ Address: _____ Phone #: _____	Site: _____ Address: _____ Phone #: _____

7. List the routes for each site and number of miles per day for each route.

ROUTE	MILES	ROUTE	MILES
Norco	75	Temecula	150
Lake Elsinore	175	Cathedral City	175
Desert Hot Springs	70	Palm Springs	110
Corona	100	Rubidoux	70
Yellow – Riverside	80	Orange – Riverside	75
White – Riverside	65	Thermal	55
Indio	45	Country Village	4

ATTACHMENT A

8. Number of paid drivers in program.
13

9. Number of volunteer drivers in program
8

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

Yes No

If yes, how much per mile? .56 per mile

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

Yes No

If yes, please list those vehicles by model, make, year and mileage as of May 24, 2008.

MODEL	MAKE	YEAR	MILEAGE
E150 Cargo Van	Ford	1998	
E150 Cargo Van	Ford	1999	
E150 Cargo Van	Ford	1998	
Astro Cargo Van	Chevy	2002	
Caravan	Dodge	1998	
Windstar Cargo Van	Ford	1995	
E150 Cargo Van	Ford	2002	
Astro Cargo Van	Chevy	2001	
Astro Cargo Van	Chevy	2001	

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

Total number of service units 13,707

Total number of seniors to be served 700

Cost per Contact .50

Name of registered dietitian Kam Ng

License number R802758 Expiration date: 08-31-2011

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

- A menu is provided at each site and we will also contribute towards special event meals
- Encourage and work closely with volunteers from the clients we serve
- Establish food committees with several different sites
- Provide weekend and holiday meals for any client needing them
- Offer menu options at UCR Extension for all senior clients

ATTACHMENT A

13. Please attach a copy of the following:

- a) Plan for:
 - i) Targeting the frail elderly and minority
 - ii) In service staff training
 - iii) Internal monitoring schedule
 - iv) Congregate nutrition education
 - v) Nutrition counseling plan

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

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

SEE ATTACHED FOR ABOVE INFORMATION

**ATTACHMENT B
ALLOCATION**

ATTACHMENT B

Contracts for Services Fiscal Year 2011/2012
Vendor #25959

Provider	Funding Source Project/Grant	Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	Federal Funds	State Funds	Total Contract Amount per Provider
Sodexo America, LLC	OA60751FY12	Title IIIC1 Congregate Nutrition	Meals	1 Meal Served	93.045	15,634	\$5.18	\$345,000.00	\$80,983.00	
UCR Ext., 1200 University Ave. Riverside, CA 92507	OA60751FY12	Title IIIC1 NSIP	Meals	1 Meal Served	93.053	-	\$5.18	\$55,735.00	\$0.00	
	OA60451FY12	Title IIIC2 Home-Delivered Nutrition	Meals	1 Meal Served	93.045	15,288	\$5.18	\$502,853.00	\$79,193.00	
	OA60451FY12	Title IIIC2 NSIP	Meals	1 Meal Served	93.045	-	\$5.18	\$116,561.00	\$0.00	
								\$1,020,149.00	\$160,176.00	\$1,180,325.00

**ATTACHMENT C
BUDGET**

EXHIBIT C

COUNTY OF RIVERSIDE
 OFFICE ON AGING
 CONTRACTOR BUDGET
 Fiscal Year 2011/2012

Sodexo
 Vendor #:

CONTRACT PROVIDER:
 PROGRAM/ACTIVITY:

Congregate C-1

NARRATIVE	CONTRACT FUNDS	CASH MATCH	IN-KIND MATCH	PROGRAM INCOME	TOTAL
PERSONNEL	139,000.00		30,000.00		\$169,000.00
					\$0.00
					\$0.00
					\$0.00
Subtotal Personnel	139,000.00	0.00	30,000.00	0.00	\$169,000.00
FRINGE BENEFITS					\$0.00
Taxes:	20,400.00				\$20,400.00
Benefits:	11,880.00				\$11,880.00
					\$0.00
Subtotal Fringe Benefits	32,280.00	0.00	0.00	0.00	\$32,280.00
SERVICE AND SUPPLIES					\$0.00
Accounting:	35,000.00				\$35,000.00
Staff Training and Travel:	5,000.00				\$5,000.00
Equipment/Furniture	0.00				\$0.00
Contracts/Consultants	0.00				\$0.00
Telephone:	5,000.00				\$5,000.00
Postage:	5,000.00				\$5,000.00
Advertising:	1,000.00				\$1,000.00
Rent:	0.00		115,260.00		\$115,260.00
Insurance:	11,120.00				\$11,120.00
Utilities:	0.00				\$0.00
Repair	5,000.00				\$5,000.00
Copying/Printing	1,500.00				\$1,500.00
Other:	241,818.00			92,065.00	\$333,883.00
					\$0.00
Subtotal Service and Supplies	\$310,438.00	\$0.00	\$115,260.00	\$92,065.00	\$517,763.00
TOTAL COSTS	\$481,718.00	\$0.00	\$145,260.00	\$92,065.00	\$719,043.00

EXHIBIT C

COUNTY OF RIVERSIDE
 OFFICE ON AGING
 CONTRACTOR BUDGET
 Fiscal Year 2011/2012

Sodexo
 Vendor #:

CONTRACT PROVIDER:
 PROGRAM/ACTIVITY:

Home Delivered C-2

NARRATIVE	CONTRACT FUNDS	CASH MATCH	IN-KIND MATCH	PROGRAM INCOME	TOTAL
PERSONNEL	267,000.00		24,000.00		\$291,000.00
					\$0.00
					\$0.00
					\$0.00
Subtotal Personnel	267,000.00	0.00	24,000.00	0.00	\$291,000.00
FRINGE BENEFITS					\$0.00
Taxes:	38,500.00				\$38,500.00
Benefits:	22,230.00				\$22,230.00
					\$0.00
Subtotal Fringe Benefits	60,730.00	0.00	0.00	0.00	\$60,730.00
SERVICE AND SUPPLIES					\$0.00
Accounting:	55,673.00				\$55,673.00
Staff Training and Travel:	3,000.00				\$3,000.00
Equipment/Furniture	0.00				\$0.00
Contracts/Consultants	17,000.00				\$17,000.00
Telephone:	3,000.00				\$3,000.00
Postage:	0.00				\$0.00
Advertising:	0.00				\$0.00
Rent:	65,000.00				\$65,000.00
Insurance:	20,995.00				\$20,995.00
Utilities:	0.00				\$0.00
Repair	1,500.00				\$1,500.00
Copying/Printing	1,000.00				\$1,000.00
Other:	203,709.00	53,623.00		54,953.00	\$312,285.00
					\$0.00
Subtotal Service and Supplies	\$370,877.00	\$53,623.00	\$0.00	\$54,953.00	\$479,453.00
TOTAL COSTS	\$698,607.00	\$53,623.00	\$24,000.00	\$54,953.00	\$831,183.00

**ATTACHMENT D
CONTRACTED MEALS
C1 & C2**

		C-1 (Congregate)														
	Norco	Temecula	Lake Elsinore	Rubidoux	Corona	Reid	Villegas	Goeske	Stratton	Thermal	Cochella	Murrietta	Extensiton	Total		
Currently Serving	31	41	26	65	61	8	8	52	8	9	8	40	15	372		
Estimated Donations	\$ 275.00	\$ 1,180.00	\$ 150.00	\$ 170.00	\$ 130.00	\$ 370.00	\$ 280.00	\$ 280.00	\$ 30.00	\$ 215.00	\$ 330.00	\$ 1,000.00	\$ 180.00	\$ 4,590.00		

2011-2012	Norco		Tem.		Lake Els		Rubi		Corona		Riverside		Ther.		Total		Amount Per Month		Actual Donations 10/11	Meal from Donation
	Cong		Cong		Cong		Cong		Cong		Cong		Cong		Cong					
July		880	870		1262	2255	1190	3438	1510	11405			59,077.90				\$ 1,423.15		275	
August		890	882		1270	2269	1200	3482	1518	11511			59,626.98				\$ 1,711.50		330	
September		860	852		1228	2194	1160	3364	1468	11126			57,632.68				\$ 1,655.00		319	
October		880	870		1262	2255	1190	3438	1510	11405			59,077.90				\$ 1,194.25		231	
November		860	852		1228	2194	1160	3364	1468	11126			57,632.68				\$ 1,031.00		199	
December		860	852		1228	2194	1160	3364	1468	11126			57,632.68				\$ 1,161.00		224	
January		880	870		1262	2255	1190	3438	1510	11405			59,077.90				\$ 613.75		118	
February		830	822		1186	2119	1120	3246	1418	10741			55,638.38				\$ 1,384.00		267	
March		885	876		1266	2262	1195	3460	1514	11458			59,352.44				\$ 1,056.50		204	
April		855	846		1224	2187	1155	3342	1464	11073			57,358.14				\$ 1,222.00		236	
May		890	882		1270	2269	1200	3482	1518	11511			59,626.98				\$ 2,051.42		396	
June		855	846		1224	2187	1155	3342	1464	11073			57,358.14				\$ 2,046.86		395	
Total		10425	10320		14910	26640	14075	40760	17830	134960			699,092.80							
Donation Meals																				

Donation From 09/10
 Sept / June
 Meals
 \$ 16,550.43 3,195.06
 Meals Per month 399.38
 Meal Per Day

Total 2010-2011	\$ 699,092.80
Annual Allocation	\$ 698,607.00
Over / Under	\$ (485.80)

C-2 (HomeBound)

	Norco	Temecula	Lake Elsinore	Rubidoux	Corona	Riverside	Thermal	Total
Curently Serving	621	647	1161	1931	1094	3076	1251	9781
Estimated Donations	\$ 140.00	\$ 170.00	\$ 80.00	\$ 300.00	\$ 60.00	\$ 140.00	\$ 110.00	\$ 1,000.00

	Norco	Tem.	Lake	Els	Rubi	Corona	Reid	Villegas	Goeske	Stratton	Thermal	Coachelle	Murrieta	Ext.
	29	40	25	64	60	8	8	50	7	9	20	37	14	
20 July	580	800	500	1280	1200	160	160	1000	140	207	400	740	280	7447
23 August	667	920	575	1472	1380	184	184	1150	161	189	460	851	322	8515
21 September	609	840	525	1344	1260	168	168	1050	147	189	420	777	294	7791
21 October	609	840	525	1344	1260	168	168	1050	147	180	420	777	294	7782
20 November	580	800	500	1280	1200	160	160	1000	140	180	400	740	280	7420
20 December	580	800	500	1280	1200	160	160	1000	140	180	400	740	280	7420
20 January	580	800	500	1280	1200	160	160	1000	140	180	400	740	280	7420
20 February	580	800	500	1280	1200	160	160	1000	140	198	400	740	280	7438
22 March	638	880	550	1408	1320	176	176	1100	154	189	440	814	308	8153
21 April	609	840	525	1344	1260	168	168	1050	147	207	420	777	294	7809
23 May	667	920	575	1472	1380	184	184	1150	161	189	460	851	322	8515
21 June	609	840	525	1344	1260	168	168	1050	147	189	420	777	294	7791
	7308	10080	6300	16128	15120	2016	2016	12600	1764	2277	5040	9324	3528	93501

484335.18

**CERTIFICATE OF
INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/22/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390		
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 570000029648		
INSURED Sodexo, Inc. and Its Subsidiaries 9801 Washingtonian Boulevard Suite 1012 Gaithersburg MD 20878-5355 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: New Hampshire Ins Co		23841
	INSURER B: Insurance Company of the State of PA		19429
	INSURER C: Illinois National Insurance Co		23817
	INSURER D: National Union Fire Ins Co of Pittsburgh		19445
	INSURER E: XL Insurance America Inc		24554
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570040851790 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL4360711 SIR applies per policy terms & conditions	06/01/2010	06/01/2011	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
							SIR	\$1,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS			CA 3482160 AOS CA 3976371 MA	06/01/2010	06/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
A					06/01/2010	06/01/2011	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$100,000			US00006778LI10A SIR applies per policy terms & conditions	06/01/2010	06/01/2011	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC020342782 AOS	06/01/2010	06/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
B		<input checked="" type="checkbox"/> N N/A		WC020342783 CA	06/01/2010	06/01/2011	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
D	Excess WC			XWC0910581	06/01/2010	06/01/2011	EL Each Accident	\$500,000
							EL Disease - Policy	\$500,000
							EL Disease - Ea Emp	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Riverside Office of Aging is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

CERTIFICATE HOLDER UC Riverside Extension 1200 University Avenue Riverside CA 92504 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570040851790



Attachment to ACORD Certificate for Sodexo, Inc. and Its Subsidiaries

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Sodexo, Inc. and Its Subsidiaries
 9801 Washingtonian Boulevard
 Suite 1012
 Gaithersburg MD 20878-5355 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER/ POLICY DESCRIPTION	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC020342784 FL	06/01/2010	06/01/2011		
A		N/A		WC020342785 OR	06/01/2010	06/01/2011		
A		N/A		WC020342786 TX	06/01/2010	06/01/2011		
A		N/A		WC020342787 MA, ND, NY, WA, WI, WY	06/01/2010	06/01/2011		

Certificate No : 570040851790



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Sodexo, Inc. and Its Subsidiaries	
POLICY NUMBER See Certificate Number: 570040851790			
CARRIER See Certificate Number: 570040851790	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

Designation of Additional Insureds. It is agreed that, with respect to the insurance afforded by the above referenced policies, excluding workers' Compensation and Employer's Liability, the provisions of the policy designating who is insured thereunder have been amended to include any person or organization, the "Additional Insured", for whom the Named Insured agrees in writing to procure liability insurance, provided:

a) The coverage and limits of liability afforded to such "Additional Insured" apply only to the extent required by the agreement, but in no event for coverage not afforded by the policy, nor for limits of liability greater than the insurer's liability stated in the policy declarations; b) The inclusion of more than one insured shall not increase the limits of the insurer's liability; and c) The designation hereunder of the "Additional Insured" as an insured shall be null and void during the term of any separate liability insurance policy not listed herein and procured by the Named Insured for such "Additional Insured".

**BOARD RESOLUTION
STATEMENT AND
SIGNATURES**

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BLANK**

ORGANIZATIONAL CHART

Organizational Chart
May 2011
Sodexo Campus Services

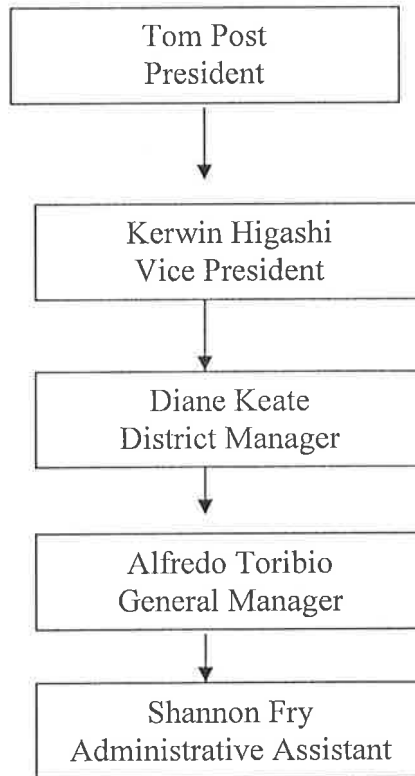


EXHIBIT A

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.

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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.

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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

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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:

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- 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;

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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

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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

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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

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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.

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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

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- 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).

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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)].

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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.

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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

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

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

2. Senior Companion Program

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

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

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

- i. **Eligible Service Population** means: individuals 60 years of age or older with an income no higher than that of the annual basic benefit level provided under the State Supplementary Payment (SSP) Program for a blind recipient [California Welfare and Institutions Code, Division 8.5, Chapter 7.5, Section 9543(b)]. If it is determined that a surplus of foodstuffs exists, the program may also provide these services to persons 60 years of age or older with an income that does not exceed 125 percent of the maximum SSP income level. [Section 9543(c)].
 - ii. No minimum dollar amount or specified numbers of contractors are required.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
4. Respite Purchase of Service (RPOS)
- a. Operate, as a direct or contracted service, a state funded Respite Purchase of Service (RPOS) program that meets the program standards set forth in the Respite Purchase of Service 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: caregivers of frail elderly adults or adults with functional impairments.
 - ii. Contracts for RPOS are not tied to the Linkages Program and can be contracted as a separate service.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
5. Alzheimer's Day Care Resource Center (ADCRC)
- a. Operate, as a direct or contracted service, a state funded ADCRC for the purpose of developing an enhanced program infrastructure that enables a day care provider to provide services successfully to persons with moderate to severe Alzheimer's disease or related dementia as well as support to their families and caregivers as set forth in the Alzheimer's Day Care Resource Center Policy and Procedure Manual, revised July 2000, and in any other subsequent

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

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

b. Additional Provisions

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

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

1. Needs Assessment

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

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

what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

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

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

This group-needs assessment will serve as the basis for The Office on Aging determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

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

2. Provision of Services

- a. The Office on Aging shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

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

1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group needs assessment, The Office on Aging shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)
- d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at their office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)
3. Compliance Monitoring
- a. The Office on Aging shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
 - b. The Office on Aging shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such

**Scope of Work – Exhibit A
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records may result in appropriate sanctions. (Title 22 CCR Section 98314)

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

EXHIBIT B

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

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the Contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.(CCR, Title 2 Section 599.615 et seq.)
4. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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

C. Unexpended Funds

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

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

ARTICLE I. FUNDS (Continued)

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. Limitation of State Liability

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

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

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

ARTICLE I. FUNDS (Continued)

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

E. Interest Earned

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

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

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

ARTICLE I. FUNDS (Continued)

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand services.
8. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Contractor, and used for costs of the ADCRC.

G. One-Time-Only Funds

1. Title III, VII, & III E and Supplemental Title III & VII federal Program One-Time-Only funds shall be used for one-time- only purposes and cannot be used to increase baseline needs. One-Time-Only funds may be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) & (b).
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title III B, III C-1, III C-2, and III E federal Administration One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

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

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

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

I. Area Plan Administration

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

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) and shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Contractor shall submit electronically a budget revision 30 days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Transfers
 - 1. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - 2. Transfer of State funds is allowable between Titles III B General Fund, III C-1 General Fund, III C-2 General Fund, and III D General Fund.
 - 3. Transfer of State funds is allowable between State Funded CBSP programs.
 - 4.
 - a. Funds may be transferred in accordance with this section without a formal contract amendment upon agreement of both parties when the total amount of the Agreement does not exceed the total amount of the latest executed Agreement.
 - b. Requests to transfer federal or State funds (including CBSP) must be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - c. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
 - 5. Transfer of funds cannot be processed or approved after the end of the specified contract period.

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
9. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.
10. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.

G. Program Development or Coordination

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

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

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

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

- B. Title III E**

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

- C. The Department shall review requests for payment to ensure compliance with the approved Area Plan Budget (CDA 122).**
- D. During the contract period, the Department shall advance funds based on an analysis of current cash needs. The Department shall pay the Contractor a total not to exceed the amount shown on the Budget Display, which is hereby incorporated by reference.**
- E. Nutrition Services Incentive Program (NSIP)**

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

ARTICLE III. PAYMENTS (Continued)

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

F. Financial Management Systems

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

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

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

ARTICLE IV. CLOSEOUT

- A.** The Financial Closeout Report (CDA 180) shall be submitted annually to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.
- B.** Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C.** During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

EXHIBIT D

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

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
 2. Scope of work, Exhibit A;
 3. Special terms and conditions Exhibit D;
 4. General terms and conditions, Exhibit C;
 5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
 6. Any other documents incorporated herein by reference.
- C. The Contractor shall comply with all applicable program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Contractor" means the Office on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
- F. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

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

ARTICLE II. ASSURANCES

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

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

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

C. Nondiscrimination

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

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

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

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

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

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

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

ARTICLE II. ASSURANCES (Continued)

4. The Office on Aging agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

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

E. Conflict of Interest

1. The Office on Aging shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the office on Aging's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

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

ARTICLE II. ASSURANCES (Continued)

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

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

1. When applicable for purposes of construction or repair of facilities, the Office on Aging shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. The Office on Aging shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Office on Aging or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

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

ARTICLE II. ASSURANCES (Continued)

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
5. Public Contract Code Section 10295.3.

J. Debarment, Suspension, and Other Responsibility Matters

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

**Special Terms and Conditions - Exhibit D
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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.

**Special Terms and Conditions - Exhibit D
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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

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

ARTICLE VI. RECORDS (Continued)

with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Office on Aging; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Office on Aging shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Office on Aging.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Office on Aging or are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc .
 - 2. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

**Special Terms and Conditions - Exhibit D
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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;

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

ARTICLE VII. PROPERTY (Continued)

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

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

- G. Prior to disposal of any property purchased by the Office on Aging or the subcontractor with funds from this Agreement, the Office on Aging must obtain approval from the Department regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Office on Aging shall use the Request to Dispose of Property (CDA 248) to dispose of property.
- H. The Office on Aging shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- J. The Office on Aging shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Office on Aging has complied with all written instructions from the Department regarding the final disposition of the property.
- K. In the event of the Office on Aging's dissolution or upon termination of this Agreement, the Office on Aging shall provide a final property inventory to the State. The State reserves the right to require the Office on Aging to transfer such property to another entity, or to the State.
- L. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Office on Aging's dissolution the State will issue specific written disposition instructions to the Office on Aging.
- M. The Office on Aging shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

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

ARTICLE VII. PROPERTY (Continued)

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

ARTICLE VIII. ACCESS

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

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

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

**Special Terms and Conditions - Exhibit D
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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.

**Special Terms and Conditions - Exhibit D
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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.

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

ARTICLE XI. INSURANCE (Continued)

- D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Office on Aging agrees to provide the Department, at least thirty(30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Office on Aging fails to keep in effect at all times said insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement.
- E. The Office on Aging shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Office on Aging shall require its subcontractors and vendors to hold the Office on Aging harmless. The subcontractor's Certificate of Insurance shall also name the Office on Aging, not the State, as the certificate holder and additional insured. The Office on Aging shall maintain certificates of insurance for all its subcontractors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. The Office on Aging shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Office on Aging affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).
- H. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

ARTICLE XII. TERMINATION

- A. Termination for Convenience
The State or the Office on Aging may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if the State determines that a termination is in the State's interest. Either party to this Agreement shall terminate by delivering to the other party a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective ninety (90) days from the delivery of the Notice of Termination or at another effective date as agreed to by both parties. The parties agree that, as to the terminated portion of the Agreement, the

**Special Terms and Conditions - Exhibit D
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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

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

ARTICLE XII. TERMINATION (Continued)

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

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

ARTICLE XIII. REMEDIES

The Office on Aging agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Department as a result of breach of this Agreement by the office on Aging, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Office on Aging shall notify the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. REVISIONS OR MODIFICATIONS

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

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected

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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 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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AREA PLAN

ARTICLE XVIII. Information Integrity and Security (Continued)

The Office on Aging must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

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

I. Software Maintenance

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

J. Provisions of this Article

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

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
2. The Office on Aging may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Office on Aging in writing within sixty (60) days of receipt of the request. If the material is copyrighted with the consent of the Department, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

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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 5th working day of every month. For late reports, the Contractor shall submit a written explanation to the OoA by the 5th 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.

CONTRACT CONTENTS CHECKLIST
FISCAL YEAR 2011/2012

RECEIVED
 5/12/11
[Signature]

Contract with:

COMMUNITY CONNECT

✓ **Check each box when complete**

Contract: (4) Signed Signature Pages: Four Signature Pages Only

Attachment A-1 & A-2 : (Scope of Services) Attachments A-1 & A-2: Community Connect

Attachment C: Budget Attachment C: Community Connect

Insurance Copies:

Attach a copy Certificate of Insurance

Expiration Dates

<input checked="" type="checkbox"/>	Workers Compensation	07-01-11
<input type="checkbox"/>	*Commerce General Liability	
<input type="checkbox"/>	*Vehicle Liability	
<input checked="" type="checkbox"/>	General Insurance	07-01-11
<input checked="" type="checkbox"/>	Professional Liability	if applicable 07-01-11

Board Resolution Stmt & Signatures Authorization to enter into agreement

Organizational Chart: Include names and job titles

AGENCY CONTRACTS REPRESENTATIVE PLEASE FILL OUT THIS CONTRACT CONTENTS CHECKLIST FORM COMPLETELY AND RETURN WITH CONTRACT PACKAGE.

*** Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds WILL be delayed.**

* Please provide the name(s) of the person(s) who complete the Monthly Reports and Reimbursements:

Monthly Reports/Name/Phone Number
Mary McClure 951 329-4704

Reimbursements/Name/Phone Number
Steve Kenney 951 329-4737

Please provide an email address for your agency
 * Upon receipt of a complete and correct contract package, the contract will be executed and a copy sent to.
bobbie@connectriverside.org Roberta Jeff 05-11-11

SIGNATURE/DATE
 (DIRECTOR OR DESIGNEE)
CEO

JUL 12 2011 3.34

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
COMMUNITY CONNECT

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


3. Maximum amount of this Agreement:
\$262,028.00 Two Hundred Sixty Two Thousand Twenty-Eight

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 -1 & A-2 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.

Contractor		County of Riverside	
Contractor Name: COMMUNITY CONNECT		Agency Name:	
BY (Authorized Signature) 	Date Signed <u>05.11.11</u>	BY (Authorized Signature) 	Date Signed <u>7/12/2011</u>
Printed Name And Title of Person Signing <u>Roberta Neff, CEO</u>		Printed Name And Title of Person Signing <u>BOB BUSTER CHAIRMAN, BOARD OF SUPERVISORS</u>	
Address 2060 University Ave., Box 5376 Riverside, CA 92517-5376		Address	

FORM APPROVED COUNTY COUNSEL

By:  Neal R. Kipnis

Purchasing:  Mark Seiler, Assistant Director

ATTEST:

KECIA HARPER-IHEM Clerk

By:  Kecia Harper-Ihem
DEPUTY

JUL 12 2011 3.34

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

ATTACHMENT A
Complaint/Abuse Investigation and Facility Monitoring
SCOPE OF SERVICES

Community Connect
FY 2011/2012

SPECIFIC SERVICE CONTRACT REQUIREMENTS

I. **PROGRAM SPECIFICATIONS**

A. **Unit of Service #06:** **Complaint/Abuse Investigation and Facility Monitoring**

Unit definition: Complaint/Abuse Investigation and Facility Monitoring. Ombudsman program consists of activities on behalf of residents of long-term facilities to effectively assert civil and human rights and to resolve complaints. Activities related to training of volunteers, volunteer management, assignment, record review, facility meetings with residents, staff and family members, follow-up, documentation and receiving, verifying, investigating, and resolving a complaint.

1. Unit Measurement: 1 Hour
2. Units of Service/Clients Served:
 - a. Units of Service to be Provided Under Contract: 951
 - b. Unit Rate: \$69.95
 - c. Number of New Clients to be Served: 11522
 - d. Number of New Minorities to be Served: 5062
 - e. Number of Clients in Target Groups: N/A

II. **INTAKE FORMS**

If appropriate, Contractor shall use the "Ombudsman OoA Form4 New Seniors Intake" form, Exhibit C-4, for each person served, and/or the appropriate report format established by the Office of the State Long-Term Care Ombudsman Program. Appropriate measures must be taken to ensure the confidentiality of such client information.

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.

IV. **ADDITIONAL REQUIREMENTS**

- A.
- B. Example:

ATTACHMENT A

- B. Contractor must comply with State Long-Term Care Ombudsman Program Policies and Procedures as set forth by the California Department on Aging.

V. 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."

Spanish speaking callers may speak with a trained Spanish-speaking staff member during all of our business hours. A Certified Ombudsman who speaks Spanish answers calls, and visits Spanish-speaking seniors in long term care facilities. They consult with other Ombudsman and are available for joint visits when needed.

The Community Connect provides a toll-free number (211) in addition to local Riverside, Hemet and Palm Springs exchanges where we have trained Ombudsman staff to respond to inquiries about long term care and to take information about elder abuse and facility complaints. These numbers are published on our brochures, facility posters, marketing materials and the Riverside County Community Services Directory. The numbers and service information are also available at www.informriverside.org.

Consumers are directed to us through our direct outreach to seniors and senior providers. Who make referrals. The LTCOP targets licensed nursing and residential care facilities. The network of Volunteer Center of Riverside Programs represents all the programs, including the Long Term Care Ombudsman program, at health and community fairs throughout the County. This leveraging of other resources is of significant importance to our ability to reach people in need. Staff also reviews the media to determine problem areas that are not otherwise brought to our attention. Our database of service providers is updated continually with verifications made through follow up calls and feedback of the seniors.

Callers are screened for their needs and appropriate referrals are immediately given, if callers are identified as a resident of requested services outside our designated services area we direct the caller to the appropriate contracted information provider for subsequent calls.

Record keeping includes the numbers served and a profile of our clients. We maintain demographic information requested and financial status when appropriate.

B. Hours/days of operation:

The Volunteer Center of Riverside County's Long Term Care Ombudsman Program operates Monday through Friday from 8:00 a.m. to 5:00 p.m. except for holidays. The center's after hour telephone greeting, informs clients how to reach an Ombudsman via the State Ombudsman Crisis line during after business hours, weekends or holidays.

ATTACHMENT A

- C. Describe the geographic area(s), Target Area Group (TAG), your program will serve:

TAGS 1-10

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

In addition to marketing the program directly to seniors in long term care facilities, staff attends community and health fairs seeking to involve seniors through volunteerism and employment, through private and public programs. Ombudsmen are committed to community education. We explore all the communities for opportunities to advise the target population about elder abuse, placement site, to this end. Ombudsmen in all communities offer education presentations to interested groups. Some of these opportunities are initiated by our volunteers and in some instances target senior living or social sites. Expanding our services and marketing the program to senior providers through direct contact establishes a referral network that is beneficial to seniors and providers.

- E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.:

The Volunteer Center administration believes that integral key to success of Social Services in the networking of community groups. LTCOP benefits from active Volunteer Center staff participation and leadership in coalitions such as the Jurupa Senior Services Association, C.A.R.E. Team, Dovia and United ways. We work with churches and civic groups to provide community education and to perform recruitment drives.

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

Community Connects Long Term Care Ombudsmen Program is unique, in that, it is the only program to visit and initiate communication with long- term care residents. This volunteer driven program benefits immensely from community involvement. Extensive training on screening, assessment and referral is based on commitment to objectivity. Our service is responsible to the expressed wishes of our clients. We advocate for what they tell us they want.

Attachment A-2

SCOPE OF SERVICES

Volunteer Center of Riverside County

SPECIFIC SERVICE CONTRACT REQUIREMENTS

I. PROGRAM SPECIFICATIONS

A. Program #2: Ombudsman

Definition- Ombudsman program consists of activities on behalf of residents of long-term care facilities to effectively assert civil and human rights and to resolve complaints

B. Unit of Service #06: Volunteer Recruitment Plan

Activities related to training of volunteers, volunteer management, assignment, record review, facility meetings with residents, staff and family members, follow-up, documentation and receiving, verifying, investigating, and resolving a complaint.

II. INTAKE FORMS

If appropriate, Contractor shall use the "New Senior Intake Form4", for each person served, and/or the appropriate report format established by the Office of the State Long-Term Care Ombudsman Program. Appropriate measures must be taken to ensure the confidentiality of such client information.

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.

IV. ADDITIONAL REQUIREMENTS

A. Please provide an estimate of the number of clients that will be served in each of your contacted TAGs.

TAG 1	9.51	or	157 clients
TAG 2	14.00	or	231 clients
TAG 3	20.06	or	331 clients
TAG 4	7.87	or	130 clients
TAG 5	5.54	or	91clients
TAG 6	14.51	or	239 clients
TAG 7	11.60	or	191 clients
TAG 8	7.26	or	120 clients
TAG 9	7.56	or	125 clients
TAG 10	2.09	or	35 clients

Attachment A-2

Percentages are determined by applying the Office on Aging Targeting Formula, which include the following factors applied to each TAG:

1. Total aged 60+ population;
2. Ethnicity below poverty level;
3. Individuals aged 75+;
4. Geographic size of TAG; and
5. Individuals living alone.

- B. Contractor must comply with State Long-Term Care Ombudsman Program Policies and Procedures as set forth by the California Department on Aging.

V. 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.

Spanish speaking callers may speak with a trained Spanish- speaking staff member during all of our business hours.

Staff has many opportunities for training internally and outside the organization. The Ombudsman staff participates in training opportunities arranged by the Office of the State Long Term Care Ombudsman and our own HELPLINE: crisis and Suicide Prevention Program. Classes and workshops offered by other senior providers, such as Inland Caregivers Resource Center, Alzheimer's association, Office on Aging, HICAP, AARP, etc. are attended when applicable. Additionally, program management training is obtained through local sources, such as the United Way, Riverside County Department of Community Action, and others. In addition to marketing the program directly to seniors in long term care, staff attends community and health fairs seeking to involve seniors through volunteerism and employment through private and public programs. Ombudsmen are committed to community education. We explore all the communities for opportunities to advise the target population about elder abuse, placement, readiness, and resident rights or how to evaluate a facility for your needs. To this end, Ombudsman in all communities offer community education presentations to interested groups. Some of these opportunities are initiated by our volunteers and some instances we target senior living or social sites/ explaining our services and marketing the program to senior providers through direct contact establishes a referral network that is beneficial to seniors and providers.

Record Keeping includes the numbers served and a profile of our clients. We maintain demographic information requested and financial status when appropriate.

ATTACHMENT A

Ombudsman SNF Quality and Accountability

SCOPE OF SERVICES

**Community Connect
FY 2011/2012**

SPECIFIC SERVICE CONTRACT REQUIREMENTS

I. **PROGRAM SPECIFICATIONS**

A. **Unit of Service #06: Ombudsman SNF Quality and Accountability**

Unit definition: Complaint/Abuse Investigation and Facility Monitoring. Ombudsman program consists of activities on behalf of residents of long-term facilities to effectively assert civil and human rights and to resolve complaints. Activities related to training of volunteers, volunteer management, assignment, record review, facility meetings with residents, staff and family members, follow-up, documentation and receiving, verifying, investigating, and resolving a complaint.

1. Unit Measurement: 1 Hour
2. Units of Service/Clients Served:
 - a. Units of Service to be Provided Under Contract: \$ 14.44
 - b. Unit Rate: \$69.95
 - c. Number of New Clients to be Served: 10522
 - d. Number of New Minorities to be Served: 5062
 - e. Number of Clients in Target Groups: N/A

II. **INTAKE FORMS**

If appropriate, Contractor shall use the “**Ombudsman OoA Form4 New Seniors Intake**” form, Exhibit C-4, for each person served, and/or the appropriate report format established by the Office of the State Long-Term Care Ombudsman Program. Appropriate measures must be taken to ensure the confidentiality of such client information.

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.

IV. **ADDITIONAL REQUIREMENTS**

- A.
- B. Example:

ATTACHMENT A

- B. Contractor must comply with State Long-Term Care Ombudsman Program Policies and Procedures as set forth by the California Department on Aging.

V. 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."

Callers are screened for their needs and appropriate referrals are immediately given, if callers are identified to be a resident or someone calling in behalf of a resident regarding a complaint, the intake specialist completes the intake form and enters the complaint in the data base (where the Ombudsman who is assigned to the facility is identified.)

All Ombudsmen are assigned to at least one Skilled Nursing Facility and from three to five Residential Care Facilities for the Elderly, where their job is to act as advocates for residents.

They do this by monitoring the facilities weekly to identify any potential problems and to ensure that the residents of these facilities get treated with dignity and respect, that the level of care is as good as it can be, and that their rights as individuals are not violated.

Ombudsmen are required to attend a minimum of six, two hour training meetings per year, which are held ten separate times of the year. The trainings address new laws, complaint investigation techniques, current information and trends regarding seniors.

All Ombudsmen are required to turn in completed cases and all other facility related documents no later than the end of the month. The Program Director reviews all documents to verify the complaints have been investigated, resolved and verified correctly. If there are any inconsistencies, they are corrected before being put into the database.

Consumers are directed to us through our direct outreach to seniors and senior providers, who make referrals. The LTCOP targets licensed nursing and residential care facilities. The network of Volunteers Center of Riverside Programs represents all the programs, including the Long Term Care Ombudsman Program, at Health and Community Fairs throughout the county.

Community Connect provides a toll-free phone number (211) in addition to the Ombudsman toll free line and the local Riverside, Hemet and Palm Springs exchanges where we have trained Ombudsman staff to respond to inquires about long term care and to take information about elder abuse and facility complaints. These numbers are published on our brochures, facility posters, marketing materials and the Community Connects Services Directory. The numbers and service information are also available on WWW.informriverside.org.

ATTACHMENT A

This leveraging of other resources is of significant importance to our ability to reach people in need. Staff also reviews the media to determine problem areas that are no otherwise brought to our attention. Our database of service providers is updated continually with verifications made through follow up call and from feedback of the seniors, and website supported by the Licensing Agency.

Record keeping includes the numbers served and a profile of our clients. We maintain demographic information requested and financial status when appropriate.

Spanish speaking callers may speak with a trained Spanish-speaking staff member during all of our business hours. A certified Ombudsman who speaks Spanish answers calls and visits Spanish-speaking seniors in long term care. They consult with other Ombudsman and are available for joint visits when needed.

B. Hours/days of operation:

Community Connects Long Term Care Ombudsman Program operates Monday through Friday from 8:00 a.m. to 5:00: except holidays. The Center's after hours telephone greeting, informs clients of how to reach an Ombudsman via the State Ombudsman Crisis line during after business hours, weekends or holidays.

C. Describe the geographic area(s), Target Area Group (TAG), your program will serve:

TAGS 1-10

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

In addition to marketing the program directly to seniors in long term care facilities, staff attends community and health fairs seeking to involve seniors through volunteerism and employment, through private and public programs. Ombudsmen are committed to community education. We explore all the communities for opportunities to advise the target population about elder abuse, placement readiness, resident rights and how to evaluate a facility as a potential placement site. To this end, Ombudsman in all communities offer community education presentation to interested groups. Some of these opportunities are initiated by our volunteers and in some instances target senior living or social sites.

Explaining our service and marketing the program to senior providers through direct contact establishes a referral network that is beneficial to seniors and providers.

ATTACHMENT A

- E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.:

Community Connects administration believes that integral key to success of Social Services in the networking of community groups. LTCOP benefits from active Volunteer Center staff participation and leadership in coalitions such as the Jurupa Senior Services Association, C.A.R.E. Team, DOVIA, and United Ways. We work with churches and civic Groups to provide community education and to perform recruitment drives.

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

Community Connects Long Term Care Program is unique, in that, it is the only program to visit and initiate communication with long- term care residents. This volunteer-driven program benefits immensely from community involvement. Extensive training on screening, assessment and referral is based on commitment to objectivity. Our service is responsible to the expressed wishes of our clients. We advocate for what they tell us they want.

**ATTACHMENT B
ALLOCATION**

ATTACHMENT B

**Contracts for Services Fiscal Year 2011/2012
Vendor #12066**

Provider	Funding Source Project/Grant	Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	Federal Funds	State Funds	Total Contract Amount per Provider
Community Connect P.O. Box 5376 Riverside, CA 92517	OA61805FY12	Ombudsman Title IIIB	Complaint/Abuse Investigation and Facility Monitoring					\$51,588.00		
	OA61806FY12	Ombudsman Initiative	Fac Visit Title VIIA	1 Hour Expense Reimbursement	93.04283.044	951	\$69.95	\$66,499.00		
	OA61926FY12	Ombudsman Initiative	Volunteer Recruitment		n/a	n/a	Expense	\$0.00	\$42,917.00	
	OA61929FY11	Ombudsman SNF	Quality and Accountability					\$118,087.00	\$101,024.00	\$262,028.00
								\$143,941.00		

**ATTACHMENT C
BUDGET**

MONTH:
FY 2011-2012

ATTACHMENT C
Contractor: COMMUNITY CONNECT
Program and Service: Ombudsman Initiative-Volunteer Recruitment

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.
PERSONNEL	28,000.00					0.00	
Payroll Taxes	2,100.00					0.00	
						0.00	
Subtotal Personnel:	30,100.00	0.00	0.00	0.00	0.00	0.00	0.00
FRINGE BENEFITS	2,520.00					0.00	
						0.00	
						0.00	
Subtotal Fringe Benefits	2,520.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAVEL						0.00	
EQUIPMENT						0.00	
SERVICE AND SUPPLIES (OTHER):							
Accounting						0.00	
Staff Training						0.00	
Contracts/Consultants						0.00	
Telephone	1,000.00					0.00	
Postage	500.00					0.00	
Advertising						0.00	
Rent	1,000.00					0.00	
Insurance	500.00					0.00	
Utilities						0.00	
Repair						0.00	
Copying/Printing						0.00	
Other	7,297.00					0.00	
Subtotal Service & Supplies (Other)	10,297.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COSTS	42,917.00	0.00	0.00	0.00	0.00	0.00	0.00

* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for specified line items. (See Contract Budget Pages)

MONTH:
FY 2011-2012

ATTACHMENT C
Contractor: COMMUNITY CONNECT
Program and Service: Ombudsman-Title IIIB-Facility Monitoring

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.
PERSONNEL	33,500.00		7,532.00			0.00	
Payroll Taxes	2,480.00					0.00	
						0.00	
						0.00	
Subtotal Personnel:	35,980.00	0.00	7,532.00	0.00	0.00	0.00	0.00
FRINGE BENEFITS	3,350.00					0.00	
						0.00	
						0.00	
Subtotal Fringe Benefits	3,350.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAVEL	4,050.00					0.00	
EQUIPMENT						0.00	
SERVICE AND SUPPLIES (OTHER):							
Accounting	465.00					0.00	
Staff Training						0.00	
Contracts/Consultants						0.00	
Telephone	1,392.00					0.00	
Postage	421.00					0.00	
Advertising						0.00	
Rent	1,716.00					0.00	
Insurance	349.00					0.00	
Utilities						0.00	
Repair						0.00	
Copying/Printing						0.00	
Other	3,865.00					0.00	
Subtotal Service & Supplies (Other)	8,208.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COSTS	51,588.00	0.00	7,532.00	0.00	0.00	0.00	0.00

* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for specified line items. (See Contract Budget Pages)

MONTH:
FY 2011-2012

ATTACHMENT C
Contractor: COMMUNITY CONNECT
Program and Service: Ombudsman-Title VIIA-Facility Visits

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.
PERSONNEL	39,975.00		9,642.00	1,130.00		0.00	
Payroll Taxes	2,960.00					0.00	
						0.00	
						0.00	
Subtotal Personnel:	42,935.00	0.00	9,642.00	1,130.00	0.00	0.00	0.00
FRINGE BENEFITS	3,997.00					0.00	
						0.00	
						0.00	
						0.00	
Subtotal Fringe Benefits	3,997.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAVEL	5,500.00					0.00	
EQUIPMENT						0.00	
SERVICE AND SUPPLIES (OTHER):							
Accounting	549.00					0.00	
Staff Training						0.00	
Contracts/Consultants						0.00	
Telephone	1,642.00					0.00	
Postage	496.00					0.00	
Advertising						0.00	
Rent	2,024.00					0.00	
Insurance	412.00					0.00	
Utilities						0.00	
Repair						0.00	
Copying/Printing						0.00	
Other	8,944.00					0.00	
Subtotal Service & Supplies (Other)	14,067.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COSTS	66,499.00	0.00	9,642.00	1,130.00	0.00	0.00	0.00

* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for specified line items. (See Contract Budget Pages)

ATTACHMENT C
Contractor: COMMUNITY CONNECT
Program and Service: Ombudsman SNF Quality & Accountability

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	65,000.00						
Payroll Taxes	4,800.00					0.00	
						0.00	
						0.00	
Subtotal Personnel:	69,800.00	0.00	0.00	0.00	0.00	0.00	0.00
FRINGE BENEFITS	6,500.00						
						0.00	
						0.00	
						0.00	
Subtotal Fringe Benefits	6,500.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAVEL	6,500.00					0.00	
EQUIPMENT						0.00	
SERVICE AND SUPPLIES (OTHER):							
Accounting						0.00	
Staff Training	2,000.00					0.00	
Contracts/Consultants						0.00	
Telephone						0.00	
Postage						0.00	
Advertising						0.00	
Rent						0.00	
Insurance						0.00	
Utilities						0.00	
Repair						0.00	
Copying/Printing						0.00	
Other	16,224.00					0.00	
Subtotal Service & Supplies (Other)	18,224.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COSTS	101,024.00	0.00	0.00	0.00	0.00	0.00	0.00

* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for specified line items. (See Contract Budget Pages)

**CERTIFICATE OF
INSURANCE**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2010

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 Volunteer Center of Riverside PO Box 5376 Riverside, CA 92517-5376		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Nonprofits' Ins. Alliance of California	
		INSURER B: Star Insurance Company	
		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	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	201014158NPO	07/01/2010	07/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	201014158NPO	07/01/2010	07/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	201014158UMBPO	07/01/2010	07/01/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	WC0573412	07/01/2010	07/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Social Service Professional Liability	201014158NPO	07/01/2010	07/01/2011	\$1,000,000 Each Occurrence \$2,000,000 Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Facility Visits.
 Certificate Holder is additional insured as respects to General Liability per form CG20260704.
 Waiver of Subrogation applies to Workers Compensation.
 10 Day Notice of Cancellation for non payment of premium

CERTIFICATE HOLDER County of Riverside Office on Aging ✓ Attn: Jeanette Flores 6296 River Crest Dr, Ste K Riverside, CA 92507-0738	CANCELLATION 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 Ben Myers/KDK <i>Ben Myers</i>
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ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



P.O. Box 8507, Santa Cruz, CA 95061
P: (800) 359-6422
F: (831) 459-0853



**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2010-14158-NPO

Schedule AI

NAME OF INSURED: Volunteer Center of Riverside County

Page 1

**ADDITIONAL INSUREDS /
LOSS PAYEE**

Riverside County Office on Aging
6296 Rivercrest # K
Riverside, CA 92507
As respects vehicle(s): N/A

City of Corona - Redevelopment & Economic Development
Dept
P.O. Box 940
Corona, CA 92878
As respects vehicle(s): N/A

COUNTERSIGNED: 06/15/2010

BY *Samuel C. D.*
(AUTHORIZED REPRESENTATIVE)

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/06/2010

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.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Volunteer Center of Riverside
 PO Box 5376
 Riverside, CA 92517-5376

INSURER A: Nonprofits' Ins. Alliance of California

INSURER B: Star Insurance Company

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	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	201014158NPO	07/01/2010	07/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	201014158NPO	07/01/2010	07/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	201014158UMBPO	07/01/2010	07/01/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC0573412	07/01/2010	07/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Social Service Professional Liability	201014158NPO	07/01/2010	07/01/2011	\$1,000,000 Each Occurrence \$2,000,000 Aggregate Limit

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

Re: Volunteer Retirement

Certificate Holder is additional insured as respects to General Liability per form CG20260704.

Waiver of Subrogation applies to Workers Compensation.

10 Day Notice of Cancellation for non payment of premium

CERTIFICATE HOLDER

CANCELLATION

County of Riverside Office on Aging
 Attn: Jeanette Flores
 6296 River Crest Dr, Ste K
 Riverside, CA 92507-0738

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

Ben Myers/KDK

Ben Myers

ACORD 25 (2009/01)

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DISCLAIMER

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**BOARD RESOLUTION
STATEMENT AND
SIGNATURES**

Community Connect

26 University Avenue
Ste. 212
PO Box 5376
Riverside, CA 92517-5376
951/686-4402
951/686-7417 Fax
www.connectriverside.org

Formerly the Volunteer Center of Riverside County

Connecting People in Need With Those Who Can Help

Authorization to Sign Contracts

Chief Executive Officer

Bobbie Neff

Board of Directors

Marsha Locke
President
David Baca
Vice-President
Ann-Marie Melendrez
Secretary
Tera A. Harden, Esq.
Treasurer
Donna Doty Michalka
Past President

Board Members

Don Coon
Gloria Cowder
Lachelle Crivello
Cecilia Cuevas
Dimitri
W. Gardner
Maureen Robinson
Keri A. Then

Advisory Board

Ellie Bennett, C.O.O.
Riverside Regional Medical Center
Deputy Chief Michael J. Blakely
Riverside Police Department
Jacqueline Carey-Wilson, Esq.
Councilman Paul Davis
City of Riverside
Deputy Chief Probation Officer
Mark Hake
Riverside County
Kathleen Hartman, C.O.O.
Riverside Personnel Services, Inc.
Assemblyman Kevin Jeffries
California Legislature 66th District
Maureen Kane, President
Maureen Kane & Associates, Inc.
Stephen Larson
U.S. District Judge
Mayor Ronald Loveridge
City of Riverside
Rose Mayes, Executive Director
Fair Housing Council of Riverside
Councilwoman Melissa Melendez
Lake Elsinore
Assemblyman Brian Nestande
California Legislature 64th District
Cynthia Paulo
Past President Junior League
Richard Roth, Esq.
Linda Starr
Community Activist
Dr. Tuszynska, Esq.

I, Ann-Marie Melendrez, Secretary, Board of Directors of Community Connect, do hereby certify that by resolution of the Board of Directors on April 4, 2011 that any one of the following persons is authorized to sign contracts on behalf of the organization. This authorization shall remain in effect until subsequent action is taken by the Board of Directors.

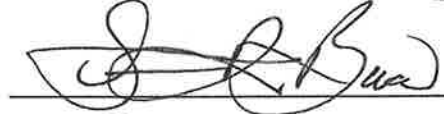
Attest:  Date: April 4, 2011
Ann-Marie Melendrez, Secretary of the Board

Authorized signers:

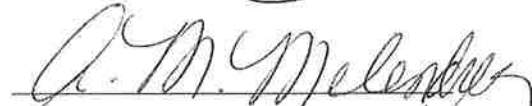
Marsha S. Locke
Board President



David Baca
Board Vice-president



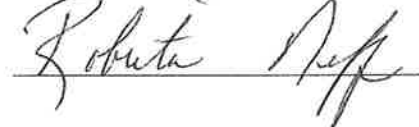
Ann-Marie Melendrez
Board Secretary



Tera A. Harden
Board Treasurer

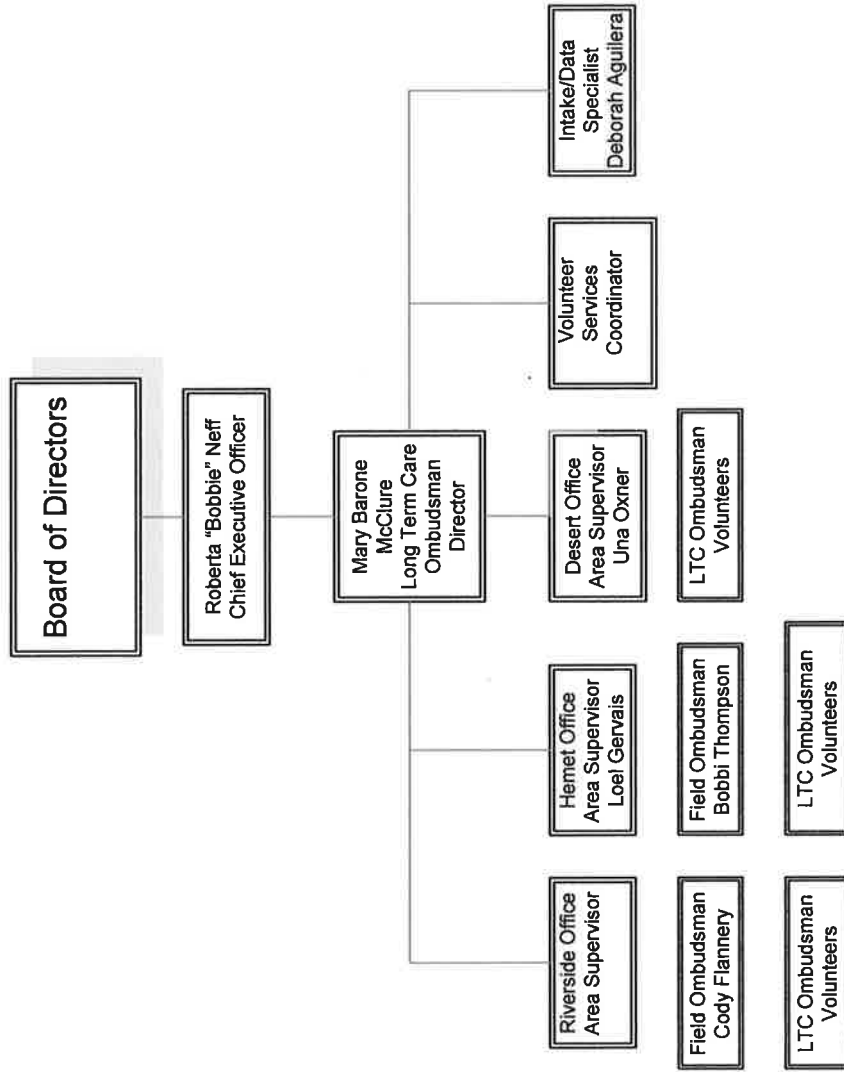


Roberta Neff
Chief Executive Officer

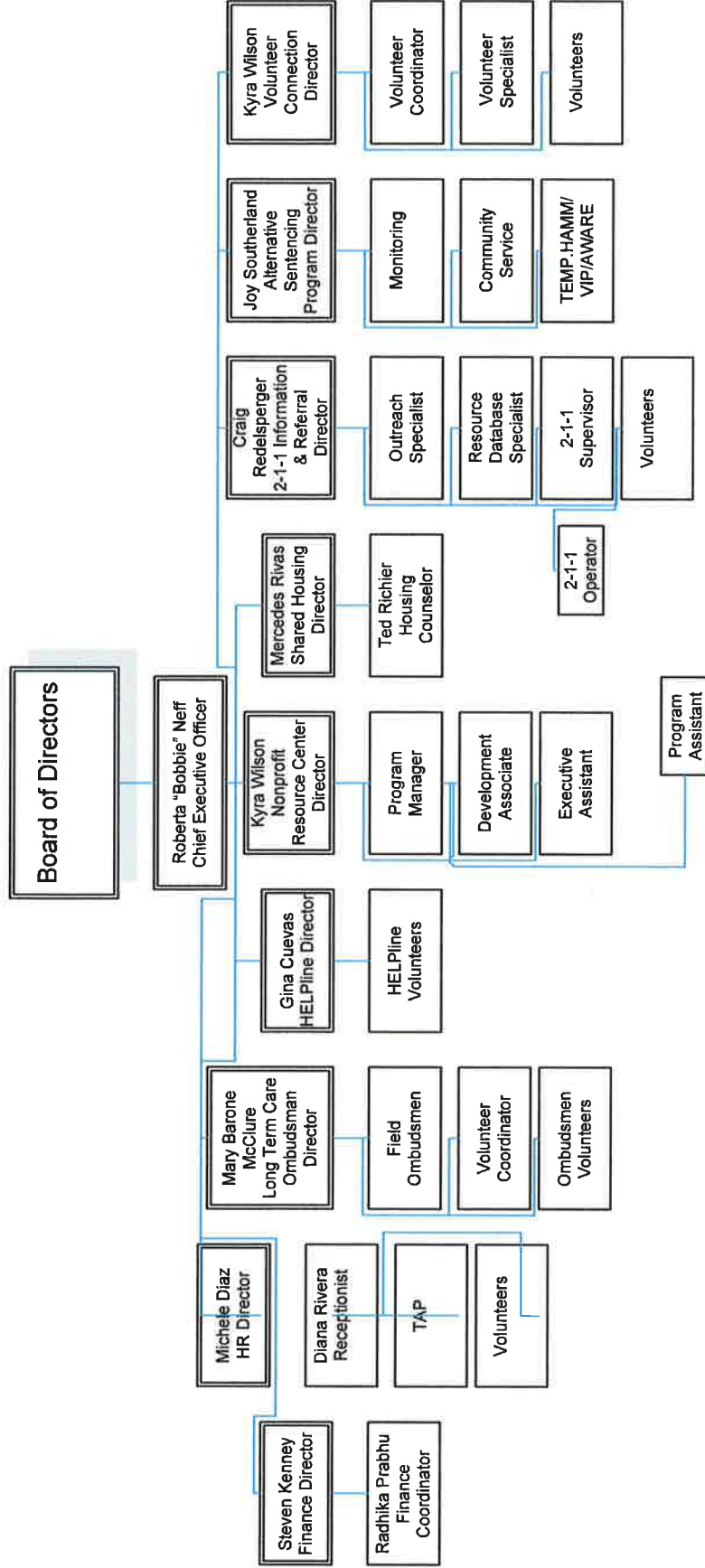


ORGANIZATIONAL CHART

Community Connect – Long-Term Care Ombudsman Program Organizational Chart



Community Connect Organizational Chart



BOARD MEMBER JOB DESCRIPTION

Title: Member, Board of Directors
Volunteer Center of Riverside County (VCRC)

Reports to: Board President

Purpose: To serve the board as a voting member; to develop policies, procedures and regulations for the operation of the Volunteer Center of Riverside County; to monitor finances of the organization, its program and performance.

Term: Three years

Expectations of a Board Member:

- ❖ Regularly attend board meetings as scheduled
- ❖ Serve on a committee
- ❖ Attend board retreats, in-service workshops and other board development activities
- ❖ Attend and participate in special events
- ❖ Contribute a minimum of \$250 annually to VCRC

Obligations of the board:

- ❖ Establish policy
- ❖ Hire, supervise and evaluate the Chief Executive Officer
- ❖ Secure adequate funds
- ❖ Monitor finances
- ❖ Maintain and update long-range plans

Specific Duties:

- ❖ Attend meetings and show commitment to board activities
- ❖ Contribute skills, knowledge and experience when appropriate
- ❖ Participate in organizational decision-making
- ❖ Financially support the organization
- ❖ Assume leadership roles in all board activities, include fund raising
- ❖ Represent the organization to the public and to private industry
- ❖ Educate yourself about the needs of the people served and VCRC services.

VOLUNTEER CENTER OF RIVERSIDE COUNTY

JOB DESCRIPTION CHIEF EXECUTIVE OFFICER

POSITION TITLE: Chief Executive Officer

SALARY: TBD

REPORTS TO: The Board of Directors

JOB DESCRIPTION:

Under general direction and policy determination of the Board of Directors, plans, organizes,, and directs the agency programs as approved by the Board; supervises and evaluates staff and programs; recommends new or revised programs; keeps the Board informed on all corporate matters; is responsible for all agency functions including development of funding, programs, budget preparation and staffing; performs other duties as required.

DUTIES:

Recommends program, budgets, and staffing levels to the Board; carries out the directives, policies, and programs established by the Board. Keeps the Board informed concerning corporate activities, prepares the Board agenda, and attends Board meetings. Directs and participates in the development and implementation of goals, objectives, policies and procedures: responds to and resolves the more difficult inquiries and complaints; selects, supervises, trains and evaluates subordinates.

Acts as public relations liason between the agency, community, and funding sources; prepares proposals for grants and other funding sources; negotiates contracts for funds and services with funding agencies; meets with and makes presentations to Board of Supervisors, City Councils, United Way Board, and others.

Develops and recommends special fundraising events; works with other non-profit agencies in fundraising; performs related duties as required.

QUALIFICATIONS/KNOWLEDGE AND ABILITIES:

Bachelor Degree in Social Service, Political Science, Business Administration or related field and at least tree (3) years of related experience, one (1) of which must be a t the supervisory level. Additional qualifying experience may substitute for the education on a year-for-year basis to a maximum of two years.

Knowledge of principals of organizational management, business administration, budget preparation with control, and human resources management; grant writing techniques with community resources and funding sources.

Ability to organize, direct, and supervise the activities of a moderately large organization and to supervise and evaluate employees. Ability to delegate authority and responsibility and to program and schedule work assignments. Ability to communicate in a politically and economically sensitive situation.

Board Approval 1995

VOLUNTEER CENTER OF RIVERSIDE COUNTY

**JOB DESCRIPTION
SENIOR SERVICES DIVISION PROGRAM DIRECTOR**

POSITION TITLE: Ombudsman Program Director

SALARY: \$45,000 – 50,000 per year
Benefits, Vacation, Sick Time, Holidays

REPORTS TO: Chief Executive Officer

POSITION RESPONSIBILITIES:

- Ensure quality Ombudsman services to seniors living in LTC facilities
- Manage and monitor services for federal, state and local contract compliance
- Supervise all staff; monitor operations in regional offices in Hemet and Palm Springs
- Represent the Volunteer Center and its senior services at community meetings and presentations
- Ensure agency policies and procedures are observed
- Investigate and resolve internal and external grievances
- Prepare statistical and performance reports to grantors and program monitors according to contract guidelines
- Facilitate outreach through community education and collaboration with service Agencies
- Assist in planning and conducting bi-annual Ombudsman Certification Training
- Maintain documents and records of the program
- Participate in volunteer monthly in services and other volunteer related events
- Prepare for submission staff timesheets, mileage and expense reimbursement requests
- Assist in planning Grandparent's Day Event
- Assist in grant writing opportunities for the Ombudsman Program

QUALIFICATIONS:

- Ombudsman Certification Mandatory
- Organizational and Supervisory experience
- Experience in public relations and public speaking, good writing skills
- Knowledge of community resources

EDUCATION REQUIREMENTS:

- BA Degree in social work, psychology or equivalent experience

VOLUNTEER CENTER OF RIVERSIDE COUNTY

JOB DESCRIPTION OMBUDSMAN AREA SUPERVISOR

POSITION TITLE: Ombudsman Area Supervisor

SALARY: Negotiable

REPORTS TO: Senior Services Division Program Director

POSITION RESPONSIBILITIES:

- Ensure Ombudsman Service delivery in respective geographical area
- Coordinate Ombudsman assignments to ensure facility coverage
- Maintain contact with Ombudsman
- Receive, relay and investigate complaints
- Visit unassigned facilities to ensure facility coverage
- Provide technical assistance to Ombudsman; make periodic facility visit with Volunteer Ombudsman to ensure high quality casework
- Ensure monthly paperwork is completed and turned into Program Director by no later than the 3rd of each month
- Monitor Ombudsman for proper documentation of casework
- Ensure Program Director has all necessary facts in order to report to proper licensing agency
- Assist in planning and conducting be-annual Ombudsman Certification Training
- Coordinate volunteer monthly in services and other volunteer related events
- Provide Outreach through community education and collaboration with service agencies
- Ensure follow-up calls are made to complainants in keeping with confidentiality upon completion of investigations
- Ensure SNF's are visited once per week and RCFE's visited once per month
- Ensure Abuse allegations are given top priority and followed up on within 24 working hours
- Check into office at least once per day to review phone messages/faxes
- Keep Program Assistant aware of where abouts during working hours
- Call off directly to the Program Director
- Other duties as assigned

QUALIFICATIONS:

- Ombudsman Certification Mandatory
- Organizational and Supervisory Experience
- Experience in public relations and public speaking; good writing skills
- Knowledge of community resources
- Computer skills preferred
- Bi-Lingual (English/Spanish) preferred

10/27/03

VOLUNTEER CENTER OF RIVERSIDE COUNTY

JOB DESCRIPTION

Position Title: Ombudsman Volunteer Training and Services Manager

Reports to: Program Director

Salary Range: 28,000 to 32,000
Full time/40 hours per week, Benefits, Vacation, Sick Time, Holidays

Position Responsibilities:

- Plan, advertise and conduct community awareness activities to promote recruitment efforts
- Plan and conduct 6 certification trainings (per year) and coordinate/conduct on-going monthly volunteer Ombudsman trainings
- Ensure all necessary materials are available and appropriate for each training
- Plan and coordinate annual monthly trainings
- Recruit experts in appropriate long term care fields to speak at monthly volunteer training
- Provide/coordinate mentorship to all new volunteers
- Provide on the job training, supervision, performance feedback and other management of volunteer Ombudsman
- Ensure timely submission of monthly volunteer paperwork to Area Supervisors
- Review all volunteer Ombudsman documentation of visits, cases and AHCDs to ensure high quality casework and completeness and accuracy of paperwork
- Coordinate, conduct volunteer recognition events and activities
- Make regular facility visits to ensure advocacy needs are being met as a follow up to training
- Provide input to Area Supervisors related to volunteer facility assignments
- Maintain current and accurate volunteer personnel files
- Track volunteer training hours/performance to ensure appropriate annual re-certification
- Assist Program Director with annual Grandparents Day event
- Travel to all areas as needed for recruitment/ training activities
- Other duties as assigned by Program Director

Qualifications

- Ombudsman certification, mandatory
- AA degree in related course work i.e. social services, geriatrics, volunteer management
- Good communication, writing and organizational skills
- Experience supervising volunteers
- Experience in long-term care
- Supervisory experience
- Computer skills

VOLUNTEER CENTER OF RIVERSIDE COUNTY

**JOB DESCRIPTION
CASE DATA COORDINATOR**

POSITION TITLE: Data Entry/Complaint Intake

SALARY: \$8 to \$10 per hour
Full Time, 40 hrs per week, Benefits, Vacation, Sick Time, Holidays

REPORTS TO: Senior Services Division Program Director

POSITION RESPONSIBILITIES:

- Intake complaint calls
- Assign Case Numbers to all complaints
- Input all case information
- Input all program activity information
- Maintain master complaint log
- Maintain Ombudsmanager/NORS data
- Prepare monthly statistical report and submit to Program Director by 2nd working day of each month
- Provide information and assistance to consumers
- Visit unassigned facilities as directed by Program Director
- Provide clerical support to Program Director
- Traveling as required
- Other duties as assigned

QUALIFICATIONS:

- Ombudsman Certification mandatory
- Good oral and written communication skills
- Computer skills; Microsoft Word, Excel and Powerpoint
- Valid drivers license & proof of current auto insurance – DMV background check required
- Bi-lingual desired (Spanish/English)

EDUCATION REQUIREMENTS:

- High School Diploma or Equivalent

VOLUNTEER CENTER OF RIVERSIDE COUNTY

JOB DESCRIPTION FIELD OMBUDSMAN SPECIALIST

POSITION TITLE: Field Ombudsman Specialist

SALARY: \$10 - \$12 per hour
Full Time 40 hrs per week Monday thru Friday 8:00 am – 5:00 pm
Benefits, Vacation & Sick Time Accruals, Holidays

REPORTS TO: Senior Services Division Program Director

POSITION RESPONSIBILITIES:

- Investigate and work to resolve complaints in assigned facilities, visit assigned facilities regularly and attend resident council meetings, survey group meetings and exit conferences
- Investigate allegations of abuse occurring in Skilled Nursing, Residential Care for the Elderly, Adult Residential, and Intermediate Care Facilities as directed by Area Supervisor
- Provide technical support to Volunteer Ombudsman
- Provide facility staff in-services as assigned by Area Supervisor
- Provide information and assistance to consumers
- Ensure all documents/records are completed and turned into Area Supervisor by end of month
- Other appropriate duties as assigned by Area Supervisor or Program Director

QUALIFICATIONS:

- Minimum BA Degree (preferred)
- Ombudsman Certification Mandatory
- Good communication, writing and organizational skills
- Experience in Public relations preferred
- Knowledge of community resource
- Computer skills desired
- Bi-lingual (English-Spanish) desired

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:

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- 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;

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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

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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

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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

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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.

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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

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- 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).

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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)].

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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.

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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 Equivalent (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

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

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

2. Senior Companion Program

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

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- 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**

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- i. **Eligible Service Population** means: individuals 60 years of age or older with an income no higher than that of the annual basic benefit level provided under the State Supplementary Payment (SSP) Program for a blind recipient [California Welfare and Institutions Code, Division 8.5, Chapter 7.5, Section 9543(b)]. If it is determined that a surplus of foodstuffs exists, the program may also provide these services to persons 60 years of age or older with an income that does not exceed 125 percent of the maximum SSP income level. [Section 9543(c)].
 - ii. No minimum dollar amount or specified numbers of contractors are required.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
4. Respite Purchase of Service (RPOS)
 - a. Operate, as a direct or contracted service, a state funded Respite Purchase of Service (RPOS) program that meets the program standards set forth in the Respite Purchase of Service 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: caregivers of frail elderly adults or adults with functional impairments.
 - ii. Contracts for RPOS are not tied to the Linkages Program and can be contracted as a separate service.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
5. Alzheimer's Day Care Resource Center (ADCRC)
 - a. Operate, as a direct or contracted service, a state funded ADCRC for the purpose of developing an enhanced program infrastructure that enables a day care provider to provide services successfully to persons with moderate to severe Alzheimer's disease or related dementia as well as support to their families and caregivers as set forth in the Alzheimer's Day Care Resource Center Policy and Procedure Manual, revised July 2000, and in any other subsequent

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

b. Additional Provisions

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

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

1. Needs Assessment

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

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what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

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

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

This group-needs assessment will serve as the basis for The Office on Aging determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

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

2. Provision of Services

- a. The Office on Aging shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

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1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group needs assessment, The Office on Aging shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)
 - d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at their office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
 - e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)
 - f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)
3. Compliance Monitoring
 - a. The Office on Aging shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
 - b. The Office on Aging shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such

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

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

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

EXHIBIT B

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

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the Contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.(CCR, Title 2 Section 599.615 et seq.)
4. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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

C. Unexpended Funds

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

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

ARTICLE I. FUNDS (Continued)

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. Limitation of State Liability

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

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

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

ARTICLE I. FUNDS (Continued)

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

E. Interest Earned

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

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

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

ARTICLE I. FUNDS (Continued)

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand services.
8. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Contractor, and used for costs of the ADCRC.

G. One-Time-Only Funds

1. Title III, VII, & III E and Supplemental Title III & VII federal Program One-Time-Only funds shall be used for one-time- only purposes and cannot be used to increase baseline needs. One-Time-Only funds may be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) & (b).
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title III B, III C-1, III C-2, and III E federal Administration One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

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

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

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

I. Area Plan Administration

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

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) and shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Contractor shall submit electronically a budget revision 30 days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Transfers
 - 1. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - 2. Transfer of State funds is allowable between Titles III B General Fund, III C-1 General Fund, III C-2 General Fund, and III D General Fund.
 - 3. Transfer of State funds is allowable between State Funded CBSP programs.
 - 4.
 - a. Funds may be transferred in accordance with this section without a formal contract amendment upon agreement of both parties when the total amount of the Agreement does not exceed the total amount of the latest executed Agreement.
 - b. Requests to transfer federal or State funds (including CBSP) must be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - c. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
 - 5. Transfer of funds cannot be processed or approved after the end of the specified contract period.

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
9. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.
10. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.

G. Program Development or Coordination

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

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

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

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

- B. Title III E**

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

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

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

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

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

ARTICLE III. PAYMENTS (Continued)

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

F. Financial Management Systems

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

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

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

ARTICLE IV. CLOSEOUT

- A.** The Financial Closeout Report (CDA 180) shall be submitted annually to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.
- B.** Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C.** During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

EXHIBIT D

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
 2. Scope of work, Exhibit A;
 3. Special terms and conditions Exhibit D;
 4. General terms and conditions, Exhibit C;
 5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
 6. Any other documents incorporated herein by reference.
- C. The Contractor shall comply with all applicable program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Contractor" means the Office on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
- F. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

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

ARTICLE II. ASSURANCES

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

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

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

C. Nondiscrimination

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

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

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

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

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

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

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

ARTICLE II. ASSURANCES (Continued)

4. The Office on Aging agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

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

E. Conflict of Interest

1. The Office on Aging shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the office on Aging's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

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

ARTICLE II. ASSURANCES (Continued)

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

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

1. When applicable for purposes of construction or repair of facilities, the Office on Aging shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. The Office on Aging shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Office on Aging or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

ARTICLE II. ASSURANCES (Continued)

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
5. Public Contract Code Section 10295.3.

J. Debarment, Suspension, and Other Responsibility Matters

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

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

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

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

L. Contractor's Staff

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

M. Corporate Status

1. The Office on Aging shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Office on Aging shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Office on Aging shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Office by Aging until satisfactory status is restored.

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

ARTICLE II. ASSURANCES (Continued)

N. Lobbying Certification

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Office on Aging, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Office on Aging shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

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

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS

- A. The Office on Aging shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. In the event any subcontractor is utilized by the Office on Aging for any portion of this Agreement, the Office on Aging shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Office on Aging shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Office on Aging and shall be made available for review at the request of the Department.
- F. The Office on Aging shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.
- G. The Office on Aging shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the Office on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or

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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;

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 15

unless otherwise amended by future regulation.

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

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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

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

E. Health Insurance Portability and Accountability Act (HIPAA)

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

F. Contractor Confidentiality Statement

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

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed,, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE XVIII. Information Integrity and Security (Continued)

The Office on Aging must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

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

I. Software Maintenance

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

J. Provisions of this Article

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

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
2. The Office on Aging may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Office on Aging in writing within sixty (60) days of receipt of the request. If the material is copyrighted with the consent of the Department, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

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

B. Rights in Data

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

EXHIBIT E

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
 - PAGE 1 – MONTHLY CLIENT REPORT
- vi. OoA FORM 6 – Service Provider Close-Out 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 5th working day of every month. For late reports, the Contractor shall submit a written explanation to the OoA by the 5th 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.

CONTRACT CONTENTS CHECKLIST
FISCAL YEAR 2011/2012

332

RECEIVED
5/18/11
Am

Contract with:

Colorado River Senior Center

✓ Check each box when complete

Contract: (4) Signed Signature Pages: Four Signature Pages Only

Attachment A: (Scope of Services) Attachments A: Colorado River Senior Center: Senior Center Staffing

Attachment C: Budget Attachment C: Colorado River Senior Center

Insurance Copies:

Attach a copy Certificate of Insurance

Expiration Dates

<input checked="" type="checkbox"/>	Workers Compensation	4-1-11
<input checked="" type="checkbox"/>	*Commerce General Liability	4-2-12
<input type="checkbox"/>	*Vehicle Liability	
<input type="checkbox"/>	General Insurance	
<input type="checkbox"/>	Professional Liability	if applicable

* Requires additionally insured letter

Board Resolution Stmt & Signatures Authorization to enter into agreement

Organizational Chart: Include names and job titles

AGENCY CONTRACTS REPRESENTATIVE PLEASE FILL OUT THIS CONTRACT CONTENTS CHECKLIST FORM COMPLETELY AND RETURN WITH CONTRACT PACKAGE.

* Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds WILL be delayed.

* Please provide the name(s) of the person(s) who complete the Monthly Reports and Reimbursements:

Monthly Reports/Name/Phone Number

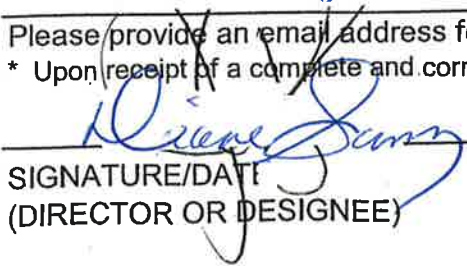
Diane Sanz 760-922-6133

Reimbursements/Name/Phone Number

crsc@gotsky.com

Please provide an email address for your agency

* Upon receipt of a complete and correct contract package, the contract will be executed and a copy sent to.


SIGNATURE/DATE
(DIRECTOR OR DESIGNEE)

JUL 12 2011 3.34

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
COLORADO RIVER SENIOR CENTER

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

3. Maximum amount of this Agreement: \$41,658.00
Fourty One Thousand Six Hundred Fifty-Eight

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.

Contractor		County of Riverside	
Contractor Name: COLORADO RIVER SENIOR CENTER			
BY (Authorized Signature) 	Date Signed <u>5-11-11</u>	BY (Authorized Signature) 	Date Signed <u>7/12/2011</u>
Printed Name And Title of Person Signing <u>John Ewing - Chairman</u>		Printed Name And Title of Person Signing BOB BUSTER CHAIRMAN, BOARD OF SUPERVISORS	
Address HRC 20, BOX 3408 Blythe, CA 92225		Address	

Purchasing: 
Mark Soller, Assistant Director


FORM APPROVED COUNTY COUNSEL
By: Neal R. Kipnis

ATTEST:
KECIA HARPER, IHEM Clerk
By 
DEPUTY

JUL 12 2011 3.34

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

ATTACHMENT A

SCOPE OF SERVICES

Title IIIB

Colorado River Senior/Community Center

FY 2011 - 2012

SPECIFIC SERVICE CONTRACT REQUIREMENTS

I. **PROGRAM SPECIFICATIONS**

A. **Program #15 – Other Services**

Community Services/Senior Center Management

Definition - Community Services consist of activities which focus on the physical, social, psychological, economical, educational, recreational, and/or creative needs of older persons which are not included in other California Title III Program Definitions.

Senior Center Staffing:

Assisting the operation of the multipurpose senior center and meeting all or part of the costs of compensating professional and technical personnel required for the operation of the center.

1. Unit Measurement: 1 Staff Hour
2. Units of Service to be Provide Under Contract:
 - a. Units of Service to be provided under Contract: 1441
 - b. Unit Rate: 28.91
 - c. Number of New Clients to be served: 20
 - d. Number of New Minorities to be served: 10
 - e. Number of Clients in Target Groups: 175

II. **INTAKE/SCREEN FORMS**

Contractor should utilize the "New Senior Intake Form, 100x, (OoA Form 2), for each "new" client served, and take appropriate measures to ensure confidentiality of such client information. N/A

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.

ATTACHMENT A

Director-

1. Opens and closes the Center as required.
2. Supervises volunteer staff, trains volunteers and employees if applicable, and will fill in for the cook and janitor as needed.
3. Prepares a monthly newsletter.
4. Completes all reports and handles correspondence as required.
5. Plans and manages all daily activities and office inventory, including commodities, fund-raisers, social events, health fair and seminars.
6. Answer the phone and assist individuals with requested information and/or source.
7. Runs errands for the Center business such as banking, post office, shopping and attend necessary meetings.

Volunteers-

1. Board of Directors
2. Commodity Committee
3. Calling Committee
4. Decorating Committee
5. Fund-raising and Social events
6. Maintenance & Repair (minor)
7. Kitchen misc.

Other Staff-

Cook- Employee

Janitor/Grounds Keeper- OOA-S.C.S.E.P. (Title 5)

We currently do not have any non-English speaking clients coming to the Center. We do have some clients that could be called upon to provide interpretation if necessary.

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."
 1. We provide various daily activities for physical and mental stimulation: Two cardio-glide machines, one treadmill and hand weights. Classes include made cards, painting on canvas and rocks, quilting/sewing & Swedish weaving, etc. Games such as Mexican Train Dominoes, Bingo and various card games or puzzles. On site is a pool table and ping pong table for public use.
 2. We provide a balance meal, Monday through Friday, at a congregate meal site, with good conversation centering around or River Communities and other concerns of the local clients.
 3. We invite groups and organizations to visit and present beneficial seminars such as HI-CAP Advocacy programs, Info-Van, Health Fair to include flu and pneumonia shot, blood tests, eyes and hearing tested, breast exams and general assessment, and other topics of interest to the local community.
 4. The Center provides a library with numerous amounts of books for casual reading, various video tapes and CD movies and informational literature.

ATTACHMENT A

5. We maintain contact with Office On Aging, Regional Access Project, Desert Alliance of Community Action, Emergency Food Pantry and Blythe Chamber of Commerce. These are where we turn to for the Senior/Community help as needed.
 6. The Emergency Food Pantry (USDA) and the Regional Access Project assist the Center by providing Commodities each month. There are volunteers that use their vehicles to pick-up the commodities each month. Volunteers come into do inventory, pack boxes for distribution to recipients. Some pick-up and deliver to those to the homebound as needed.
 7. The Center sends a monthly newsletter, mailed to members and any that request it. It is also mailed to local business and many of the churches. There is now a web site for those interested.
- B. Hours/days of operation: The Center's doors are open from 9:00am until 3:00pm, Monday – Friday unless a holiday. During the summer months – July and August - the Center will close at 1:00pm unless needed to be open later. After hours, the phone answer machine provides phone numbers to the Seniors & Community, to reach someone around the clock.
- C. Describe the geographic area(s), Target Area Group TAG), your program will serve: Our geographic area of coverage is from Ripley, Blythe and all of the unincorporated area in the Colorado River Communities, and north to Vidal and to cover Big River/Earp in San Bernardino County.
- D. Describe how you will find and serve, or involve members of target population groups: We post important information in our newsletter, we have calling committees if necessary, inform the Chamber of Commerce/newsletter, post in community section of the local newspapers and radio stations to broadcast. We acquire new members and associate members by our current members and their friends. We are continuing our Associate Membership Program (18 to 54 years of age) to encourage others of the River Communities to join in and get involved. We have also started a web site.
- E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.:
1. Blythe Service Providers: Blythe Community Center and the Blythe Chamber of Commerce receive our newsletter and send theirs to our Center.
 2. Health Providers: We have annual Health Fair to provide service to those who are either low income, uninsured and/or won't make an appointment with a physician. Thanks to Dr. Brooks and his staff, they contact an eye doctor, a PA from Blythe Clinic and the teachers and nursing students from the local college. They will provide flu shot, pneumonia shot, hearing & eye test, standard blood test, breast exams.
 3. Transportation: While no public transportation is available outside of the town of Blythe, our members and volunteers assist seniors with shopping, doctor visits, church, and other transportation needs. If long-term, they are referred to OOA-Help Link.

ATTACHMENT A

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

1. Our Center is a designated Red Cross Emergency Shelter. It is the only facility in the area with an emergency generator and the ability to service 250 individuals at the time of disaster such as flood, power failure, wild fires, etc. The Center has a commercial size kitchen, walk-in refrigerator & freezer, a large pantry and emergency food & water supplies. We also have cots, blankets, and a HAM-radio for emergency communication if the public phone service goes down.
2. The Center is located in a very low-income, desolate desert location. Our seniors and community clientele are spread over a very large area (about 400 square miles). Face-to-face service is difficult, and gathering everyone together is next to impossible, therefore our monthly newsletter, telephone contacts, emails and web site are very important to our program.

**ATTACHMENT B
ALLOCATION**

ATTACHMENT B

**Contracts for Services Fiscal Year 2011/2012
Vendor #46713**

Provider	Funding Source Project/Grant	Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	Dollar Amount	Total Contract Amount per Provider
Colorado River Senior/Community Center HCR 20, Box 3408 Bithe, CA 92225	OA61642FY12	Title IIIB Community Services and Senior Center Support	Senior Center Staffing	One Staff Hour	93.044	1,440	\$28.92	\$41,658.00	\$41,658.00

**ATTACHMENT C
BUDGET**

ATTACHMENT C

Revised Budget Sheet 10/2011

**COUNTY OF RIVERSIDE
OFFICE ON AGING
CONTRACTOR BUDGET
Fiscal Year 2011/2012**

**CONTRACT PROVIDER: Colorado River Senior Center
PROGRAM/ACTIVITY: Senior Center Staffing**

NARRATIVE	CONTRACT FUNDS	CASH MATCH	IN-KIND MATCH	YTD CASH MATCH	YTD IN-KIND MATCH
PERSONNEL					
Director	36,750.00				
Volunteers			15,000.00		
Cook		15,600.00			
Subtotal Personnel	36,750.00	15,600.00	15,000.00	0.00	0.00
FRINGE BENEFITS					
Taxes:	2,908.00	1,550.00			
Benefits:	2,000.00	800.00			
Subtotal Fringe Benefits	4,908.00	2,350.00	0.00	0.00	0.00
SERVICE AND SUPPLIES					
Accounting:		550.00	800.00		
Staff Training and Travel:		1,400.00	4,200.00		
Equipment/Furniture					
Contracts/Consultants					
Telephone:		1,200.00			
Postage:		1,200.00			
Advertising:		2,100.00	400.00		
Rent:		50.00	18,000.00		
Insurance:		4,900.00			
Utilities:		7,100.00			
Repair		1,600.00	500.00		
Copying/Printing		1,100.00	200.00		
Other:		16,330.00	7,000.00		
Subtotal Service and Supplies	\$0.00	\$37,530.00	\$31,100.00	\$0.00	\$0.00
TOTAL COSTS	\$41,658.00	\$55,480.00	\$46,100.00	\$0.00	\$0.00

**CERTIFICATE OF
INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beaver Insurance Agency Inc. 914 W. Arizona Ave P O Box 3400 Parker AZ 85344	CONTACT NAME: Tracy Lee Davis PHONE (A/C, No. Ext): (928) 669-2255 E-MAIL ADDRESS: beaverine1@npgoable.com PRODUCER CUSTOMER ID #: 00001068	FAX (A/C, No.): (928) 669-8955
	INSURER(S) AFFORDING COVERAGE	
INSURED Colorado River Senior Center Hcr20 Box 3408 Blythe CA 92225	INSURER A: Riverport Insurance Co.	
	INSURER B: United States Liability Ins	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1151300379 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	BUSK WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		RIC0011622	4/2/2011	4/2/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	RIC0011622	4/2/2011	4/2/2012	COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Combined Single Limit \$ 1,000,000 Non Owned Combined Single \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N N/A WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
B	CovA Directors & Officers			ND010411600	4/2/2011	4/2/2012	Ea Claim/Aggregate 1mil/1mil
B	CovB Employment Practices			ND010411600	4/2/2011	4/2/2012	Ea Claim/Aggregate 1mil/1mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Policies provide coverage for Community Senior Center located 27.5 miles North of Blythe on Hwy 95.
 Certificate holder is Additional Insured on policy.

CERTIFICATE HOLDER County of Riverside and the Office on Aging and Regional Acco Jeannette Flores 6296 River Crest Dr Riverside, CA 92507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tracy Davis, TD
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer ID No(s). 00447

INFORMATION PAGE

CompWest Insurance Company
301 Howard Street Ste 1700
San Francisco, CA 94105

File No. CA005005384-001

Prior Policy No. NEW

1. Named Insured: Colorado River Senior Citizens

- Individual - LLC
- Corporation - LLP
- Partnership X Other

Mailing Address: HCR 20 Box 3408
Blythe, CA 92225

Other workplaces not shown above:
SEE SCHEDULE OF LOCATIONS

FEIN: 330143646
Intra/Interstate Risk ID No. _____

2. The policy period is from 12:01 a.m. on 6/01/2010 to 12:01 a.m. on 6/01/2011 at the insured's mailing address.

3. 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: Not Applicable

D. This policy includes these endorsements and schedules:
SEE SCHEDULE OF FORMS

4. 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.

Code No.	Classifications	Premium Basis Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
SEE SCHEDULE OF OPERATIONS				

Experience Modification _____ Total Estimated Annual Premium \$ 2,459.00

Agent Information: Petra Risk Solutions Deposit Premium \$ 488.00

Premium Adjustment Period: Annually Minimum Premium \$.00

Servicing/Issuing Office 3 Hutton Centre Suite 550 Santa Ana, CA Date 6/02/2010

WC 04 00 01 A

Countersigned by _____

@1998 by the Workers' Compensation Rating Bureau of California. All rights reserved. From the WCIRB's CA Workers' Compensation Insurance Forms Manual @2001.

POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE

Carrier Name/Carrier Code: CompWest Insurance Company / 447

Colorado River Senior Citizens
HCR 20 Box 3408
Blythe, CA 92225

FID# 330143646

Carrier Policy Number
CA005005384-001

Policy Effective Date
6/01/2010

Policy Expiration Date
6/01/2011

X **Termination/Cancellation/Nonrenewal**

The coverage provided by the policy number shown above is being X nonrenewed, or
 terminated/canceled, flat, pro rata, or short rate, effective
6/01/2011 12:01 a.m. standard time at the insured's mailing address for the
following reason(s):

NON-RENEWAL

UNDERWRITING REASONS - INSURED IS A NON-PROFIT

 Reinstatement

The coverage provided by the policy number shown above and previously nonrenewed, canceled, or
scheduled for cancellation is being reinstated effective _____ 12:01 a.m.
standard time at the insured's mailing address.

Issue Date 3/02/2011

Issuing Office COMPWEST INSURANCE COMPANY, 301 HOWARD STREET, SUITE #1700, SAN FRANCISCO, CA, 94105

Producer's Name Petra Risk Solutions / 21400
(562) 623-4498

Date Stamp
(For NCCI use only):

File #: 005000005384110
WC 89 06 09 B

Rating State: CA

**BOARD RESOLUTION
STATEMENT AND
SIGNATURES**

Colorado River Senior Center
Board Members and Staff as of February 17, 2011

Officers:

Chairman	John Ewing
Vice-Chair	Kay Jones
Secretary	Caren Turner
Treasurer	Mary Jo Mc Elwain

Members at Large:

Patti Corbitt
Annie Galloway
Al Gillett
Sue Griggs
Inez Hall

Staff:

Director	Diane Sanz
Cook	Carolyn Vigne
Maintenance	Bill Park

ORGANIZATIONAL CHART

Colorado River Senior Center
HCR-20, Box 3408, Blythe, CA 92225
Tel. 760-922-6133 Fax 760-922-6135
email: crsc@gotsky.com

ORGANIZATIONAL CHART

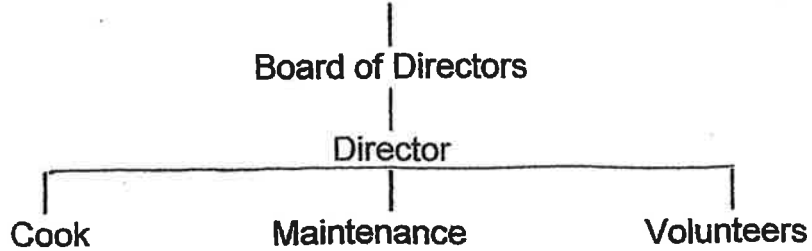


EXHIBIT A

**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
AREA PLAN**

- (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.

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

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

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

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

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

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

Scope of Work – Exhibit A
AREA PLAN

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

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

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

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

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

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

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

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

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

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

ARTICLE II. SCOPE OF WORK

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

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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

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- 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).

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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)].

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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.

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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

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

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

2. Senior Companion Program

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

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- 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

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- i. **Eligible Service Population** means: individuals 60 years of age or older with an income no higher than that of the annual basic benefit level provided under the State Supplementary Payment (SSP) Program for a blind recipient [California Welfare and Institutions Code, Division 8.5, Chapter 7.5, Section 9543(b)]. If it is determined that a surplus of foodstuffs exists, the program may also provide these services to persons 60 years of age or older with an income that does not exceed 125 percent of the maximum SSP income level. [Section 9543(c)].
 - ii. No minimum dollar amount or specified numbers of contractors are required.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
4. Respite Purchase of Service (RPOS)
 - a. Operate, as a direct or contracted service, a state funded Respite Purchase of Service (RPOS) program that meets the program standards set forth in the Respite Purchase of Service 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: caregivers of frail elderly adults or adults with functional impairments.
 - ii. Contracts for RPOS are not tied to the Linkages Program and can be contracted as a separate service.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
5. Alzheimer's Day Care Resource Center (ADCRC)
 - a. Operate, as a direct or contracted service, a state funded ADCRC for the purpose of developing an enhanced program infrastructure that enables a day care provider to provide services successfully to persons with moderate to severe Alzheimer's disease or related dementia as well as support to their families and caregivers as set forth in the Alzheimer's Day Care Resource Center Policy and Procedure Manual, revised July 2000, and in any other subsequent

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

b. Additional Provisions

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

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

1. Needs Assessment

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

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what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

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

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

This group-needs assessment will serve as the basis for The Office on Aging determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

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

2. Provision of Services

- a. The Office on Aging shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

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1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group needs assessment, The Office on Aging shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)
- d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at their office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)
3. Compliance Monitoring
- a. The Office on Aging shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
 - b. The Office on Aging shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such

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

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

EXHIBIT B

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the Contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. (CCR, Title 2 Section 599.615 et seq.)
4. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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

C. Unexpended Funds

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

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

4. Funding Reduction(s)

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

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

E. Interest Earned

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

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand services.
8. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Contractor, and used for costs of the ADCRC.

G. One-Time-Only Funds

1. Title III, VII, & III E and Supplemental Title III & VII federal Program One-Time-Only funds shall be used for one-time- only purposes and cannot be used to increase baseline needs. One-Time-Only funds may be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) & (b).
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title III B, III C-1, III C-2, and III E federal Administration One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

H. Matching Contributions

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

I. Area Plan Administration

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) and shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Contractor shall submit electronically a budget revision 30 days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Transfers
 - 1. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - 2. Transfer of State funds is allowable between Titles III B General Fund, III C-1 General Fund, III C-2 General Fund, and III D General Fund.
 - 3. Transfer of State funds is allowable between State Funded CBSP programs.
 - 4.
 - a. Funds may be transferred in accordance with this section without a formal contract amendment upon agreement of both parties when the total amount of the Agreement does not exceed the total amount of the latest executed Agreement.
 - b. Requests to transfer federal or State funds (including CBSP) must be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - c. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
 - 5. Transfer of funds cannot be processed or approved after the end of the specified contract period.

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
9. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.
10. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.

G. Program Development or Coordination

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

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

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

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

B. Title III E

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

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

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

E. Nutrition Services Incentive Program (NSIP)

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

ARTICLE III. PAYMENTS (Continued)

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

F. Financial Management Systems

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

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

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

ARTICLE IV. CLOSEOUT

- A.** The Financial Closeout Report (CDA 180) shall be submitted annually to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.
- B.** Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C.** During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

EXHIBIT D

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
 2. Scope of work, Exhibit A;
 3. Special terms and conditions Exhibit D;
 4. General terms and conditions, Exhibit C;
 5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
 6. Any other documents incorporated herein by reference.
- C. The Contractor shall comply with all applicable program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Contractor" means the Office on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
- F. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE II. ASSURANCES

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

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

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

C. Nondiscrimination

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

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

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

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

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

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

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

ARTICLE II. ASSURANCES (Continued)

4. The Office on Aging agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

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

E. Conflict of Interest

1. The Office on Aging shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the office on Aging's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

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

ARTICLE II. ASSURANCES (Continued)

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

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

1. When applicable for purposes of construction or repair of facilities, the Office on Aging shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. The Office on Aging shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Office on Aging or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

ARTICLE II. ASSURANCES (Continued)

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
5. Public Contract Code Section 10295.3.

J. Debarment, Suspension, and Other Responsibility Matters

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

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

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

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

L. Contractor's Staff

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

M. Corporate Status

1. The Office on Aging shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Office on Aging shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Office on Aging shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Office by Aging until satisfactory status is restored.

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

ARTICLE II. ASSURANCES (Continued)

N. Lobbying Certification

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Office on Aging, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Office on Aging shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

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

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS

- A. The Office on Aging shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. In the event any subcontractor is utilized by the Office on Aging for any portion of this Agreement, the Office on Aging shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Office on Aging shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Office on Aging and shall be made available for review at the request of the Department.
- F. The Office on Aging shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.
- G. The Office on Aging shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the Office on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or

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

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

resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.

- H. The Office on Aging shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Office on Aging in a timely manner and at intervals as determined by the Department.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Office on Aging shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):
1. The RFP or IFB.
 2. All bid proposals received.
 3. The proposal or bid evaluation documentation, along with the Office on Aging's rationale for awarding the subcontract to a for-profit entity.

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

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

ARTICLE VI. RECORDS

- A. The Office on Aging shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors

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

ARTICLE VI. RECORDS (Continued)

- with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Office on Aging; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.
- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Office on Aging shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Office on Aging.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Office on Aging or are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc .
 2. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

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

ARTICLE VII. PROPERTY (Continued)

- B. Property meeting all of the following criteria are subject to the capitalization requirements. Such property must:
1. Have a normal useful life of at least 1 year;
 2. Have a unit acquisition cost of at least \$5000 (e.g., four identical assets which cost \$3000 each, for a \$12,000 total would not meet this capitalization requirement); and
 3. Be used to conduct business under this Agreement.
- C. Noncapitalized property are those items which do not meet all three requirements in this Article, Section B above.
- D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- F. The Office on Aging shall record the following information when property is acquired:
1. Date acquired;
 2. Property description (include model number);
 3. Property identification number
 4. Serial number
 5. Cost or other basis of valuation;

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

ARTICLE VII. PROPERTY (Continued)

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

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

- G. Prior to disposal of any property purchased by the Office on Aging or the subcontractor with funds from this Agreement, the Office on Aging must obtain approval from the Department regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Office on Aging shall use the Request to Dispose of Property (CDA 248) to dispose of property.
- H. The Office on Aging shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- J. The Office on Aging shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Office on Aging has complied with all written instructions from the Department regarding the final disposition of the property.
- K. In the event of the Office on Aging's dissolution or upon termination of this Agreement, the Office on Aging shall provide a final property inventory to the State. The State reserves the right to require the Office on Aging to transfer such property to another entity, or to the State.
- L. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Office on Aging's dissolution the State will issue specific written disposition instructions to the Office on Aging.
- M. The Office on Aging shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

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

ARTICLE VII. PROPERTY (Continued)

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

ARTICLE VIII. ACCESS

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

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

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

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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;

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 15

unless otherwise amended by future regulation.

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

**Special Terms and Conditions - Exhibit D
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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

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 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 5th working day of every month. For late reports, the Contractor shall submit a written explanation to the OoA by the 5th 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.

CONTRACT CONTENTS CHECKLIST
FISCAL YEAR 2011/2012

RECEIVED
5/11/11
PC

Contract with:

D.A.S.H

↓
Check each box when complete

Contract: (4) Signed Signature Pages: Four Signature Pages Only

Attachment A: (Scope of Services) Attachments A: DASH. Title III B

Attachment C: Budget Attachment C: DASH

Insurance Copies:

Attach a copy Certificate of Insurance

Expiration Dates

* Requires additionally insured letter

<input checked="" type="checkbox"/>	Workers Compensation	_____
<input type="checkbox"/>	*Commerce General Liability	_____
<input type="checkbox"/>	*Vehicle Liability	_____
<input type="checkbox"/>	General Insurance	_____
<input checked="" type="checkbox"/>	Professional Liability	_____ if applicable

No appt

Board Resolution Stmt & Signatures Authorization to enter into agreement

Organizational Chart: Include names and job titles

AGENCY CONTRACTS REPRESENTATIVE PLEASE FILL OUT THIS CONTRACT CONTENTS CHECKLIST FORM COMPLETELY AND **RETURN WITH CONTRACT PACKAGE.**

*** Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds WILL be delayed.**

* Please provide the name(s) of the person(s) who complete the Monthly Reports and Reimbursements:

Monthly Reports/Name/Phone Number

Lorraine Town BD (909) 798-1667

Reimbursements/Name/Phone Number

Please provide an email address for your agency

* Upon receipt of a complete and correct contract package, the contract will be executed and a copy sent to.

info @ dash-inc.org

SIGNATURE/DATE
(DIRECTOR OR DESIGNEE)

JUL 12 2011 3.34

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
DASH, INC

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

3. Maximum amount of this Agreement: \$16,000.00
Sixteen Thousand

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.

Contractor		County of Riverside	
Contractor Name: Developing Aging Solutions With Heart, Inc (DASH)		Agency Name:	
BY (Authorized Signature) 	Date Signed <u>5/12/2011</u>	BY (Authorized Signature) 	Date Signed <u>7/12/2011</u>
Printed Name And Title of Person Signing <u>LORRAINE TOWNE</u>		Printed Name And Title of Person Signing BOB BUSTER CHAIRMAN, BOARD OF SUPERVISORS	
Address PO BOX 8370 Redlands, CA 92375-1570		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

FY 2011/2012

Developing Aging Solutions with Heart, Inc. (DASH)

I. PROGRAM SPECIFICATIONS (Continued)

A. Program: IIB
Unit of Service:

1. Unit Measure: **1 Hour**

2. Units of Services/Clients Served:

a. Units. Of Service to be Provided Under Contract:	1921
b. Unit Rate:	\$8.33 per hour
c. Number of New Clients to be Served:	10
d. Number of New Minorities to be Served:	4
e. Number of Clients in Target Groups:	9

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. **A copy of this form for each new senior served during the reporting month must be submitted to the Office on Aging along with the Monthly Supportive Services Report and Request for Reimbursement.**

Developing Aging Solutions with Heart, Inc. (DASH) has had experience using this form with current and past contracts with Riverside County Office on Aging and will continue to comply.

III. STAFFING PLAN

Attach to this Scope of Service an organization chart and job descriptions

Title IIIE Scope A-DASH

DASH

(Continued) Caregiver Program Specifications; Care Management

III. Staffing Plan (continued)

For key paid and volunteer staff. Describe how non-English speaking clients will be served and what training will be available to staff.

The agency has always been sensitive to the needs of multi-cultural groups which have been a cornerstone of DASH's philosophy to service delivery. DASH has spent twenty-three years working hard to establish micro, mezzo, and macro systems to facilitate needed changes and service enhancements. The Board of Directors reviews its own strategic plans as well as those from the Riverside Office on Aging to keep abreast of trends and needs of older adults and their families. Staff is trained on these themes annually but more importantly implements these beliefs daily so they become second nature.

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.

Developing Aging Solutions with Heart, Inc., (DASH) is a community-based. Not-for-profit organization founded in 1983. DASH's mission statement guides the organizations values, beliefs, and goals. DASH is "*dedicated to providing a system of care that enhances and extends the meaningful life of the elderly and their caregiver.*"

DASH's first program began in 1983, known as Elder Choices, a bundle of Supportive services for family caregivers. Early on the co-founders, also having been caregivers, committed to effecting change on the continuum of long-term care. This is done through the provision of meaningful services, such as those that promote resolution, healing, grace, dignity, joy, self-actualization, and integrity. Furthermore, the idea that providing dependent care is to be perceived as a burden by the family has never been the philosophy of the agency. Caregivers are honored for their effort to "hoe to the end of the row" in whatever terms they choose to define the joy, meaning, or length of their

caregiving. Strains are identified through care management services so that staff may provide crisis prevention and early crisis intervention. DASH has gained the reputation for being proactive rather than complacent and therefore opposed to simply maintaining the status quo when advocating for dependent older adults right to self-determination.

DASH
(ACTION PLAN IV: CASE MANAGEMENT-CONTINUED)

In this sense we have taken the *Road Less Traveled*”, *so to speak*. The agencies approach is to provide services which address the unique needs of vulnerable caregivers and their older loved one’s in which “*Caring takes precedence over Curing*” and where “*Helping takes precedence over Fixing and Solving.*”

Day-To-Day Activities: include reaching out to community agencies through radio and television ads; visits and calls to referral resources to coordinate resources to meet the consumers needs. Much time is spent with facilitating ways in which to not duplicate services but to work in close concert to join resources. DASH strives to identify caregivers that have unmet needs. Brochures, newsletters and fliers may be helpful but our best strategy, over twenty three years has been through word-of-mouth advertising between satisfied consumers themselves. We further promote this by attending to needs, asking question of families, and performing confidential surveys about DASH’s services.

Referrals: DASH always handles referrals quickly because one day may make the difference between the entire family system breaking down and giving up caregiving. During a crisis situation families are overwhelmed and make decisions they may not have made. Likewise they may have made the same decision for placement, for example, but now feel guilty because they reacted and/or acted to quickly causing a family crisis oftentimes, becoming ‘bigger than life’. Case management can slow this process down long enough to help the family stabilize so that decisions can be made. Staff is available 24 hours a day for crisis situations.

Record Keeping: This is a daily process from the point of first contact to 90 days after the person has ended their services. DASH has a policy and procedure manual that deals with each step of the process so that caregivers may be seen for an appraisal of needs and services within twenty-four hours. Telephone case management is provided immediately. There is no charge for these services. The Executive Director/Co-Founder and Social Worker, Vicky L. Dickinson, coordinates this service, trains staff, and provides staff supervision at least weekly and more often as needed.

B. Hours/days of operation:

Case Management is provided Monday-Friday between 9:00a.m.-6:p.m.; after hours and weekends by appointment; emergencies pre-arranged; answering machine is checked in the evening and weekends.

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

DASH will serve TAGS 2;-Riverside; 3;-Moreno Valley/Perris; and with emphasis on TAG 5;Banning/Beaumont. (Not all cities are listed)

DASH
(ACTION PLAN: CASE MANAGEMENT CONTINUED)

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

DASH will continue to evaluate community needs and strengths and needs of our target area by networking with community agencies. i.e.; Alzheimer's Association; AAA; United Way; Senior Centers; speeches given at community clubs; Chamber hospitals; adult daycare providers; hospice care, and newspapers and church bulletins; to name a few resources. Word -of-Mouth, however, after twenty-three years of providing services continues the best way to tell consumer about DASH's programs.

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, subcontractors agreements, and memorandum of understandings.

Since the agencies inception DASH has served both Riverside and San Bernardino counties for twenty-three years. This has been helpful in expanding our base of community support, referrals, and consumers from all types of resources mentioned in this question. In addition these resources/services have utilized our ADCRC program or our Adult Day Support Center both known as "The Other Place", located in Redlands.

DASH has provided Caregiver Support Groups, Education and Training at California State University , San Bernardino; General Dynamics Corporation (prior to their closing); American Baptist Homes of the West-Plymouth Village; University California Riverside-Gerontology Certificate Program where DASH's Executive Director has taught for the past eleven years. Ms. Dickinson has served as a Board Member for the California Association of Adult Day Care Services; Loma Linda University Multi-Disciplinary Geriatric Council and traveled to India in 1992 for the first Global Conference on Aging. Ms. Townend, the other Co-Founder of DASH was a member of the first Human Relations Commission, in Redlands. Accomplishments as well as fruitful relationships that have helped DASH's services to consumer thrive are too many to mention here. A List may be made available. At DASH currently has contracts with Riverside and San Bernardino Counties AAA's; San Bernardino County CDBG; Inland Regional Center; SCAN; and USDA Adult Daycare Food Program and Senior Employment-Title V. Many of these contracts

have been maintained since the 1980's. Currently DASH is applying for FY 05/06 Private Foundation Grants.

Transportation continues to be a problem for consumers in both counties as well as from one City to another making accessing service difficult. DASH conducts home visits but not as many as the need indicates.

**ATTACHMENT B
ALLOCATION**

ATTACHMENT B

Contracts for Services Fiscal Year 2011/2012
Vendor #9111

Provider	Funding Source Project/Grant Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	Dollar Amount	Total Contract Amount per Provider
Developing Aging Solutions Heart, Inc. D.A.S.H. Inc. P.O. Box 8370 Redland, CA 92375-1570	0A60547FY12	Title IIIB Adult Day Care Attendance (1 Hour)	1 Hour	93.044	1,921	\$8.33	\$16,000.00	\$16,000.00

**ATTACHMENT C
BUDGET**

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							
	9,800.00					0.00	
<i>Asst. Dir. Adult</i>						0.00	
<i>Asst. Dir. Support</i>	6,820.00					0.00	
Subtotal Personnel:	16,620.00	0.00	12,000.00	0.00	0.00	0.00	0.00
FRINGE BENEFITS							
						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	
EQUIPMENT							
						0.00	
SERVICE AND SUPPLIES (OTHER):							
Accounting						0.00	
Staff Training						0.00	
Contracts/Consultants						0.00	
Telephone						0.00	
Postage						0.00	
Advertising						0.00	
Rent						0.00	
Insurance						0.00	
Utilities						0.00	
Repair						0.00	
Copying/Printing						0.00	
Other						0.00	
Subtotal Service & Supplies (Other)	5,000.00	0.00	2,100.00	0.00	0.00	0.00	0.00
TOTAL COSTS	16,000.00	0.00	14,100.00	0.00	0.00	0.00	0.00

* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for specified line items. (See Contract Budget Pages)

**CERTIFICATE OF
INSURANCE**

10/19/2010

Lorraine Townend
Developing Aging Solutions w/Heart
306 W Colton St
PO Box 8370
Redlands, CA 92374

re: Insurance Policies

Dear Lorraine;

I hope this finds you well. Both the property and liability policies are enclosed for your review. They have been checked for accuracy, but please let me know if you see updates or changes are needed.

The certificates of insurance with the additional insured endorsements have been mailed to City of Redlands, County of San Bernardino and County of Riverside this week as there was a delay in obtaining the endorsements from the carrier for the City and Counties. The other certificates with the additional insured endorsement were mailed last month.

If you receive any requests for a certificate of insurance, please forward it to my attention without delay.

Thank you for the opportunity to be of service.

Sincerely,



Sandee Meyer
Livermore & Associates, Inc.

enclosure



Administrative Offices
 580 Walnut Street
 Cincinnati, OH 45202
 513.369.5000 ph

0541378 GREAT AMERICAN INS CO OF NY

IL 70 01 (Ed. 10 07)

Policy No. MAC 608-87-96 - 05
 Renewal Of MAC 608-87-96 - 04

BUSINESSPRO® POLICY COMMON DECLARATIONS

NAMED INSURED DEVELOPING AGING SOLUTIONS
 WITH HEART, INC. (ETAL)
AND ADDRESS: 306 W COLTON ST.
 REDLANDS, CA 92374

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

AGENT'S NAME AND ADDRESS:
 AMERICAN E&S INSURANCE BROKER

 2603 MAIN ST STE 800
 IRVINE, CA 92614 4266

Insurance is afforded by the Company named below, a Capital Stock Corporation:
 GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

POLICY PERIOD: From 07/27/2010 To 07/27/2011
 12:01 A.M. Standard Time at the address of the Named Insured

This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.

	Premium
Commercial Property	\$2,408.00
Commercial General Liability	
Commercial Crime and Fidelity	\$102.00
Commercial Inland Marine	
Commercial Equipment Breakdown	
Commercial Auto	
Commercial Umbrella	
TOTAL	\$2,510.00

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsement Schedule, IL 88 01 (11/85).

Countersigned _____ Date _____ By _____ Authorized Representative _____



EVANSTON INSURANCE COMPANY

Policy No. SM-873804
Prev. No. SM-866608
Prod. No. 26950

DECLARATIONS – SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE – CLAIMS MADE COVERAGE

SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) INSURANCE - CLAIMS MADE COVERAGE

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

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

1. **NAMED INSURED:** DEVELOPING AGING SOLUTIONS WITH HEART, INC.
2. **BUSINESS ADDRESS:** 306 WEST COLTON AVENUE
REDLANDS, CA 92374
3. **POLICY PERIOD:** From July 19, 2010 to July 19, 2011
12:01 A.M. Standard Time at address of Insured stated above
4. **PROFESSIONAL SERVICES:** Adult Day Care services
5. **SPECIFIED PRODUCTS, GOODS, OPERATIONS AND PREMISES COVERED:** Adult Day Care;
All related premises and operations of the Insured
6. **LIMITS OF LIABILITY:**
 - I. For Professional Liability:
 - A. Each Claim: \$ 1,000,000
 - B. Aggregate: \$ 3,000,000
 - II. For General Liability:
 - A. For Coverage A. (Bodily Injury and Property Damage Liability):
 - (i) Each Occurrence: \$ 1,000,000
 - (ii) Damage to Premises – Any One Premises: \$ 50,000
 - B. For Coverage B. (Personal Injury and Advertising Injury Liability):
 - (i) Each Person or Organization: \$ 1,000,000
 - C. For Coverage C. (Medical Payments):
 - (i) Each Injured Person: \$ 5,000
 - D. Aggregate – All Coverages: \$ 3,000,000

7. **DEDUCTIBLE:**

I. For Professional Liability:

A. Each Claim: \$ 2,500

II. For General Liability:

A. For Coverage A. (Bodily Injury and Property Damage Liability):

Each Occurrence: \$ 2,500

B. For Coverage B. (Personal Injury and Advertising Injury Liability):

Each Person or Organization: \$ 2,500

8. **RETROACTIVE DATE:**

I. For Professional Liability: July 19, 2002

II. For General Liability: July 19, 2002

9. **RATE: FLAT**

PREMIUM BASE: FLAT

10. **PREMIUM FOR POLICY PERIOD:**

Minimum \$ 7,114.00

Deposit \$ 7,114.00

11. **PREMIUM FOR EXTENDED REPORTING PERIOD:**

150% for 12 months; 175% for 24 months; or 200% for 36 months

12. The Insured is not a proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory, or any business enterprise not named in Item 1. hereinabove, except as follows:

None

13. **ENDORSEMENTS ATTACHED AT POLICY INCEPTION:**

- 1. EIC 4670 Additional Insured Endorsement - General Liability
- 2. EIC 4115-01 25% Minimum Earned Premium Endorsement
- 3. EIC 832-01 Asbestos Exclusion
- 4. ZZ-44002-01 Mold Exclusion
- 5. ZZ-49001-05 California Service of Suit
- 6. EIC 4698 Sexual Acts Liability Endorsement

14. **NOTICES:**

Notices required to be provided to the Company under this policy shall be addressed to:

CLAIM NOTICES:

Claims Service Center
MARKEL SERVICE, INCORPORATED
Ten Parkway North
Deerfield, Illinois 60015

Fax: (847) 572-6338
E-mail: newclaims@markelcorp.com
Phone: (847) 572-6000; (888) 502-3200

ALL OTHER NOTICES:

MARKEL WEST INSURANCE SERVICES
21600 Oxnard Street, Suite 400
Woodland Hills, CA 91367

Fax: (866) 730-2529
Phone: (818) 595-0600

**BOARD RESOLUTION
STATEMENT AND
SIGNATURES**

Developing Aging Solutions with Heart, Inc.

Board of Directors Resolution

Board of Directors were called and polled to their desire to enter a contract with Riverside Office of Aging for FY2011/2012 to provide day time respite services. The contract amount is \$16,000.00.

All Board Members voted in the affirmative. The Board designated Lorraine Townend or Vicky Dickinson to sign contracts.

A handwritten signature in black ink, appearing to be 'Lorraine Townend', written over a horizontal line.

Signed

5/12/2011

DATE

ORGANIZATIONAL CHART

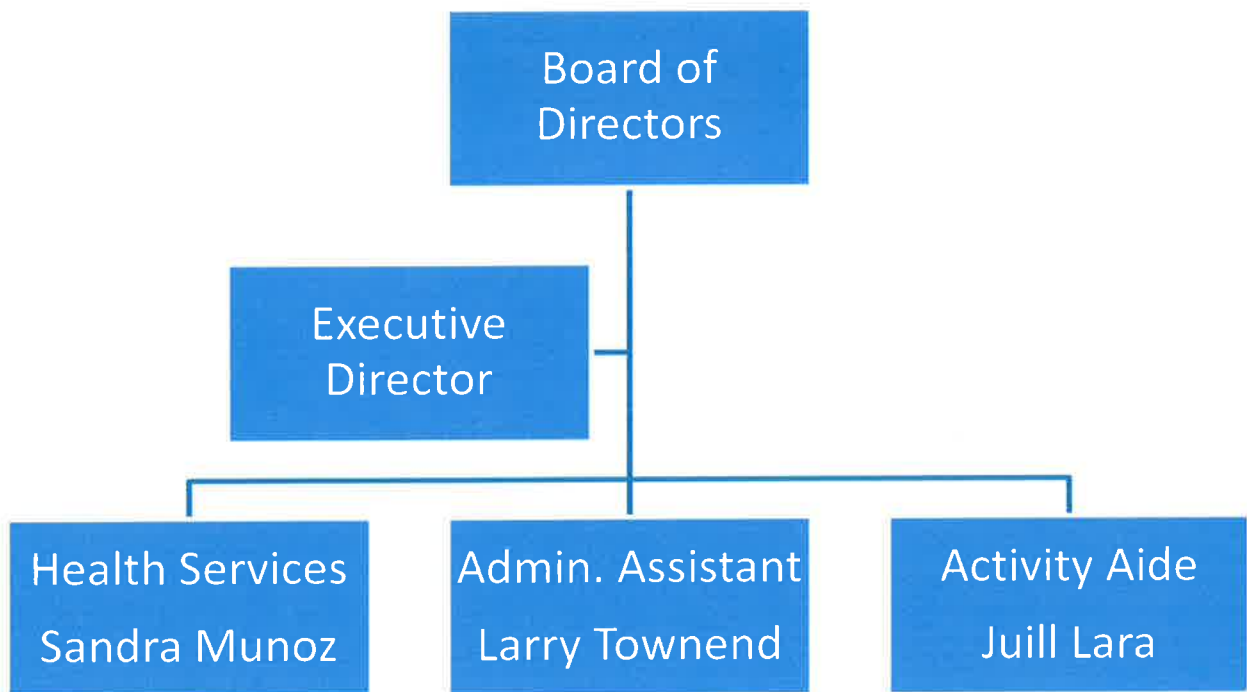


EXHIBIT A

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.

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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.

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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

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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:

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- 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;

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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

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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

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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

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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.

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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

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- 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).

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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)].

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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.

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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 Equivalent (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

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

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

2. Senior Companion Program

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

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

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

- i. **Eligible Service Population** means: individuals 60 years of age or older with an income no higher than that of the annual basic benefit level provided under the State Supplementary Payment (SSP) Program for a blind recipient [California Welfare and Institutions Code, Division 8.5, Chapter 7.5, Section 9543(b)]. If it is determined that a surplus of foodstuffs exists, the program may also provide these services to persons 60 years of age or older with an income that does not exceed 125 percent of the maximum SSP income level. [Section 9543(c)].
 - ii. No minimum dollar amount or specified numbers of contractors are required.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
4. Respite Purchase of Service (RPOS)

 - a. Operate, as a direct or contracted service, a state funded Respite Purchase of Service (RPOS) program that meets the program standards set forth in the Respite Purchase of Service 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: caregivers of frail elderly adults or adults with functional impairments.
 - ii. Contracts for RPOS are not tied to the Linkages Program and can be contracted as a separate service.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
5. Alzheimer’s Day Care Resource Center (ADCRC)

 - a. Operate, as a direct or contracted service, a state funded ADCRC for the purpose of developing an enhanced program infrastructure that enables a day care provider to provide services successfully to persons with moderate to severe Alzheimer’s disease or related dementia as well as support to their families and caregivers as set forth in the Alzheimer’s Day Care Resource Center Policy and Procedure Manual, revised July 2000, and in any other subsequent

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

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

b. Additional Provisions

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

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

1. Needs Assessment

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

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

what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

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

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

This group-needs assessment will serve as the basis for The Office on Aging determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

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

2. Provision of Services

- a. The Office on Aging shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

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

1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group needs assessment, The Office on Aging shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)
- d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at their office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)
3. Compliance Monitoring
- a. The Office on Aging shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
 - b. The Office on Aging shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such

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

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

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

EXHIBIT B

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

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the Contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.(CCR, Title 2 Section 599.615 et seq.)
4. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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

C. Unexpended Funds

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

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

ARTICLE I. FUNDS (Continued)

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. Limitation of State Liability

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

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

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

ARTICLE I. FUNDS (Continued)

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

E. Interest Earned

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

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

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

ARTICLE I. FUNDS (Continued)

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand services.
8. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Contractor, and used for costs of the ADCRC.

G. One-Time-Only Funds

1. Title III, VII, & III E and Supplemental Title III & VII federal Program One-Time-Only funds shall be used for one-time- only purposes and cannot be used to increase baseline needs. One-Time-Only funds may be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) & (b).
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title III B, III C-1, III C-2, and III E federal Administration One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

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

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

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

I. Area Plan Administration

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

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) and shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Contractor shall submit electronically a budget revision 30 days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Transfers
 - 1. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - 2. Transfer of State funds is allowable between Titles III B General Fund, III C-1 General Fund, III C-2 General Fund, and III D General Fund.
 - 3. Transfer of State funds is allowable between State Funded CBSP programs.
 - 4.
 - a. Funds may be transferred in accordance with this section without a formal contract amendment upon agreement of both parties when the total amount of the Agreement does not exceed the total amount of the latest executed Agreement.
 - b. Requests to transfer federal or State funds (including CBSP) must be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - c. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
 - 5. Transfer of funds cannot be processed or approved after the end of the specified contract period.

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
9. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.
10. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.

G. Program Development or Coordination

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

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

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

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

- B. Title III E**

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

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

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

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

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

ARTICLE III. PAYMENTS (Continued)

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

F. Financial Management Systems

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

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

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

ARTICLE IV. CLOSEOUT

- A.** The Financial Closeout Report (CDA 180) shall be submitted annually to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.
- B.** Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C.** During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

EXHIBIT D

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
 2. Scope of work, Exhibit A;
 3. Special terms and conditions Exhibit D;
 4. General terms and conditions, Exhibit C;
 5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
 6. Any other documents incorporated herein by reference.
- C. The Contractor shall comply with all applicable program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Contractor" means the Office on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
- F. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE II. ASSURANCES

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

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

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

C. Nondiscrimination

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

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

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

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

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

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

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE II. ASSURANCES (Continued)

4. The Office on Aging agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

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

E. Conflict of Interest

1. The Office on Aging shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the office on Aging's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

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

ARTICLE II. ASSURANCES (Continued)

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

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

1. When applicable for purposes of construction or repair of facilities, the Office on Aging shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. The Office on Aging shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Office on Aging or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

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AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
5. Public Contract Code Section 10295.3.

J. Debarment, Suspension, and Other Responsibility Matters

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

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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

**Special Terms and Conditions - Exhibit D
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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

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

ARTICLE VII. PROPERTY (Continued)

- B. Property meeting all of the following criteria are subject to the capitalization requirements. Such property must:
1. Have a normal useful life of at least 1 year;
 2. Have a unit acquisition cost of at least \$5000 (e.g., four identical assets which cost \$3000 each, for a \$12,000 total would not meet this capitalization requirement); and
 3. Be used to conduct business under this Agreement.
- C. Noncapitalized property are those items which do not meet all three requirements in this Article, Section B above.
- D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- F. The Office on Aging shall record the following information when property is acquired:
1. Date acquired;
 2. Property description (include model number);
 3. Property identification number
 4. Serial number
 5. Cost or other basis of valuation;

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

ARTICLE VII. PROPERTY (Continued)

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

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

- G. Prior to disposal of any property purchased by the Office on Aging or the subcontractor with funds from this Agreement, the Office on Aging must obtain approval from the Department regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Office on Aging shall use the Request to Dispose of Property (CDA 248) to dispose of property.
- H. The Office on Aging shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- J. The Office on Aging shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Office on Aging has complied with all written instructions from the Department regarding the final disposition of the property.
- K. In the event of the Office on Aging's dissolution or upon termination of this Agreement, the Office on Aging shall provide a final property inventory to the State. The State reserves the right to require the Office on Aging to transfer such property to another entity, or to the State.
- L. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Office on Aging's dissolution the State will issue specific written disposition instructions to the Office on Aging.
- M. The Office on Aging shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

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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.

**Special Terms and Conditions - Exhibit D
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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

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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

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

ARTICLE XII. TERMINATION (Continued)

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

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

ARTICLE XIII. REMEDIES

The Office on Aging agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Department as a result of breach of this Agreement by the office on Aging, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Office on Aging shall notify the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. REVISIONS OR MODIFICATIONS

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

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected

**Special Terms and Conditions - Exhibit D
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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.

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

ARTICLE XVIII. Information Integrity and Security (Continued)

D. Training/Education

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

E. Health Insurance Portability and Accountability Act (HIPAA)

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

F. Contractor Confidentiality Statement

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

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed,, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The

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

ARTICLE XVIII. Information Integrity and Security (Continued)

The Office on Aging must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

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

I. Software Maintenance

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

J. Provisions of this Article

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

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
2. The Office on Aging may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Office on Aging in writing within sixty (60) days of receipt of the request. If the material is copyrighted with the consent of the Department, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

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

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

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

B. Rights in Data

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

EXHIBIT E

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
 - PAGE 1 – MONTHLY CLIENT REPORT
- vi. OoA FORM 6 – Service Provider Close-Out 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 5th working day of every month. For late reports, the Contractor shall submit a written explanation to the OoA by the 5th 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

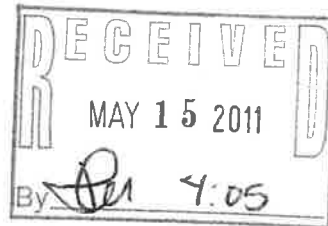
- 1. Contractor shall submit a Transition Plan (TP) within 15 days from delivery of the following:
 - a. Written notice to the County of the contractor's intent to terminate Ombudsman services;
 - b. Written notice to the contractor of the County's intent to terminate the contract for Ombudsman services; 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.

**CONTRACT CONTENTS CHECKLIST
FISCAL YEAR 2011/2012**



Contract with:

Alzheimers Association

✓ **Check each box when complete**

Contract: (4) Signed Signature Pages: Four Signature Pages Only

Attachment A: (Scope of Services) Attachments A: Alzheimer's Association Titles: III E

Attachment C: Budget Attachment C: Alzheimer's Association

Insurance Copies:

Attach a copy Certificate of Insurance

Expiration Dates

* Requires additionally insured letter

<input checked="" type="checkbox"/>	Workers Compensation	4/1/12
<input checked="" type="checkbox"/>	*Commerce General Liability	12/6/11
<input checked="" type="checkbox"/>	*Vehicle Liability	12/6/11
<input checked="" type="checkbox"/>	General Insurance	12/6/11
<input checked="" type="checkbox"/>	Professional Liability	if applicable 12/6/11

Board Resolution Stmt & Signatures Authorization to enter into agreement

Organizational Chart: Include names and job titles

AGENCY CONTRACTS REPRESENTATIVE PLEASE FILL OUT THIS CONTRACT CONTENTS CHECKLIST FORM COMPLETELY AND RETURN WITH CONTRACT PACKAGE.

*** Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds WILL be delayed.**

* Please provide the name(s) of the person(s) who complete the Monthly Reports and Reimbursements:

✓ SERGIO CALDERON 909-944-9146

Monthly Reports/Name/Phone Number

✓ JOYCE MERRIMAN 323-930-6237

Reimbursements/Name/Phone Number

✓ sergio.calderon@alz.org

Please provide an email address for your agency

* Upon receipt of a complete and correct contract package, the contract will be executed and a copy sent to.

✓ [Signature]

SIGNATURE/DATE
(DIRECTOR OR DESIGNEE)

JUL 12 2011 3.34

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
ALZHEIMERS ASSOCIATION

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

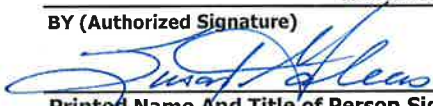
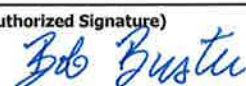
3. Maximum amount of this Agreement: \$40,920.00
Forty - Thousand Nine Hundred Twenty

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.

Contractor		County of Riverside	
Alzheimers Association			
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
	05/18/11		7/12/2011
Printed Name And Title of Person Signing		Printed Name And Title of Person Signing	
<u>SUSAN GALEAS, CEO</u>		<u>BOB BUSTER</u> CHAIRMAN, BOARD OF SUPERVISORS	
Address		Address	
9213 Archibald Ave., Rancho Cucamonga, CA 91730			

FORM APPROVED COUNTY COUNSEL

By: 
Neal R. Kipnis

Purchasing: 
Mark Seifer, Assistant Director

ATTEST:
KECIA HARPER-IJHEM, Clerk

By: 
DEPUTY

JUL 12 2011

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

ATTACHMENT A

SCOPE OF SERVICES

FY 2011-2012

SPECIFIC SERVICE CONTRACT REQUIREMENTS

I. PROGRAM SPECIFICATIONS

A. Program # - Title III E
Unit of Service: Family Caregiver

Definition - **Access - Case Management**

1. Unit Measurement: 1 Hour

2. Units of Service/Clients Served:

a. Units of Service to be Provided Under Contract: 218

b. Unit Rate: \$54.80 ✓

c. Number of New Clients to be Served: 218 (may be some duplicate clients)

d. Number of New Minorities to be Served: 109

e. Number of Clients in Target Groups: 218

A. Program # - Title III E
Unit of Service: Family Caregiver

Definition - **Caregiver Support - Support Group**

1. Unit Measurement:

2. Units of Service/Clients Served:

a. Units of Service to be Provided Under Contract: 73

b. Unit Rate: \$41.50

c. Number of New Clients to be Served: 455 (some may be duplicate clients)

d. Number of New Minorities to be Served: N/A

e. Number of Clients in Target Groups: 455

ATTACHMENT A

- A. Program # - Title III E
Unit of Service: Family Caregiver

Definition - **Caregiver Support - Training**

1. Unit Measurement: 1 Contact
2. Units of Service/Clients Served:
 - a. Units of Service to be Provided Under Contract: 24
 - b. Unit Rate: \$294.10
 - c. Number of New Clients to be Served: 240
 - d. Number of New Minorities to be Served: 60-120
 - e. Number of Clients in Target Groups: 240

- A. Program # - Title III E
Unit of Service: Family Caregiver

Definition - **Caregiver Support - Counseling**

1. Unit Measurement: 1 Hour
2. Units of Service/Clients Served:
 - a. Units of Service to be Provided Under Contract: 80
 - b. Unit Rate: \$50.00
 - c. Number of New Clients to be Served: 80 (some
may be duplicate clients)
 - d. Number of New Minorities to be Served: 40
 - e. Number of Clients in Target Groups: 80

ATTACHMENT A

A. Program # - Title III E
Unit of Service: Family Caregiver

Definition - **Caregiver Support - Respite Day Care**

1. Unit Measurement: 1 Hour

2. Units of Service/Clients Served:

- | | |
|--|-----------------|
| a. Units of Service to be Provided Under Contract: | <u>882</u> |
| b. Unit Rate: | <u>\$17.01</u> |
| c. Number of New Clients to be Served:
<u>may be duplicate clients)</u> | <u>30 (some</u> |
| d. Number of New Minorities to be Served: | <u>15</u> |
| e. Number of Clients in Target Groups: | <u>30</u> |

II. INTAKE/SCREEN FORMS

Contractor must use the "New Senior Intake Form", 100x, (OoA Form 2), for each **new** client served, and take appropriate measures to ensure confidentiality of such client information. **A copy of this form for each new senior served during the reporting month must be submitted to the Office on Aging along with the Monthly Supportive Services Report and Request for Reimbursement.**

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.

Organizational Chart: Submitted with RFP as an attachment

Program Director: will be responsible for the administrative, programmatic and fiscal oversight of the project. Administrative duties include staff supervision, development of program reports, and collection of program and fiscal data. Additional programmatic responsibilities include community education/outreach through public speaking events, recruitment and training of volunteers.

Family Care Coordinators/Care Consultants: will provide education and training to caregivers and the general public; will conduct individual client assessments for case management and respite care;

ATTACHMENT A

conduct care consultations for family caregivers developing a care plan for the memory impaired individual; provide information, referrals and resources for caregivers, community members and *Helpline* callers. Administrative duties include the collection of programmatic data, the development of programmatic reports and the implementation of client evaluation activities.

Family Care Coordinators/Care Consultants: will coordinate and facilitate caregiver support groups, identify and train caregiver support group leaders; provide information, referrals and resources, and collect annual participant satisfaction surveys.

Describe how non-English speaking clients will be served and what training will be available to staff.

With funding from the County of Riverside's Office on Aging Senior Services, the Alzheimer's Association proposes to develop and monitor a comprehensive, and coordinated culturally competent **family caregiver support program** for informal caregivers of older adults living with Alzheimer's disease or related dementias in Riverside County.

In order to identify those caregivers with the greatest need for supportive services, the project will target low-income neighborhoods within the county for outreach and caregiver trainings. In addition, project staff will work with local agencies that are located in low-income areas in order to target their caregiving population. The proposed project will implement caregiver supportive services in several service delivery sites in different communities within Riverside County in order to reach a diverse group of underserved caregivers. Some of the planned activities will be specifically tailored to meet the needs of minority caregivers, specifically African American and Latino caregivers. These include the involvement of bilingual and bicultural staff or volunteers; the availability and dissemination of bilingual English/Spanish health education materials; and, the implementation of training and education workshops in various languages and locations accessible to community residents throughout SA 1-9.

Because trust and familiarity are key issues in organizing caregiver programs for minority communities, this project will directly involve providers and community-based groups that are familiar and trusted by the caregivers. The Alzheimer's Association has and will continue to develop linkages with established community based and ethnic specific support service providers. The Coachella Valley office will continue to work through the Latino Outreach Network and is currently executing the work for a Desert Healthcare District grant developing an educational strategy on health issues in the Latino population of east Riverside County. Service delivery sites will be established within the targeted communities to provide families and caregivers with culturally appropriate support. As we have discovered in the implementation of our Latino, Asian and African American projects, minority communities are eager to use caregiver educational and support services if they are offered in a culturally and linguistically appropriate way and are located within the existing community structure. Some examples of

ATTACHMENT A

collaborative efforts that have had great success in the west and southwest Riverside County areas have been with the Latina Women's Forum, Arlanza Family Health Center, Care Connexus, as well as the Faith Fellowship Bible Church/Golden Years Ministry in Riverside County. Other groups that we will continue working with include the local taskforce committee of the California-Mexico Health Initiative in collaboration with the San Bernardino Mexican Consulate with leaders from Riverside and San Bernardino County, as well as local senior centers/nutrition sites where African-American and Latino elders congregate.

In order to serve non-English speaking clients that speak Spanish the Alzheimer's Association has bilingual and bi-cultural staff at its Inland Empire Regional Office, Riverside, and Rancho Mirage locations. Other languages will receive interpretative services from our Los Angeles staff and local follow-up.

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."

Through its regional offices located in Rancho Mirage (serving the Coachella Valley and East Riverside County communities) and Inland Empire (with a satellites in Riverside and Rancho Cucamonga, serving San Bernardino County, western and southwestern Riverside County), the Association is able to serve a population that is both ethnically and economically diverse, as well as urban, semi-rural and rural who are in need of caregiver education, information, and support services with programs and services including information and referral, support groups, education, trainings for professionals, resource library, Safe Return, 24-hour telephone assistance through the *Helpline*, respite care, and case management/family consultations.

Referrals: Each office will coordinate with clients and referral agency to determine the caregivers needs and provide the appropriate service(s).

Record Keeping: Data information will be stored and secured locally at each proposed regional office.

ATTACHMENT A

B. Hours/days of operation:

M-F: 8:30 a.m. to 5:00 p.m.

C. Describe the geographic area(s) Target Area Group TAG), your program will serve:

Services offered by this countywide program will target the county's Service Areas 1-9 (SA 1-9) and will be administered from the Inland Empire Regional Office, with multiple points of service throughout the county, including locations in Riverside and Rancho Mirage.

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

The proposed project aims to utilize our established professional networks and community recognition as a primary source for dementia support and implement outreach and educational health awareness activities in multiple sites serving communities within the Riverside County's SA 1-9, in order to reach out and identify a diverse group of targeted caregivers. Outreach activities will be a joint effort between the Alzheimer's Association and community-based agencies that will be collaborating in the delivery of caregiver support services. Outreach efforts will emanate out from each of the service delivery sites (Riverside and Coachella Valley) and the Association will build upon the existing outreach implemented throughout the targeted communities. In addition, the Alzheimer's Association staff will focus on strategic education events to outreach and reach our specific targeted caregivers and optimize resources.

The Alzheimer's Association is participating in a unique partnership with USC Keck School of Medicine to operate a Memory Assessment Center at Eisenhower Medical Center. This provides us an opportunity to connect with family caregivers who are dealing with memory issues and possible diagnosis in the early stages of the disease. 100% of the clients who have been in contact with the Center have met with our Care Consultant and 75% participate in support programs provided by the Association.

E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.:

Project staff will ensure that linkages will be established with local county AAA providers, health care providers and non-aging service providers in order to increase community awareness about the proposed caregiver support services. Staff will identify families that could immediately begin to benefit from the use of the supportive services. Outreach strategies for the project will include caregiver education

ATTACHMENT A

events at senior centers, congregate meal facilities, clinics, community centers, church halls, senior housing facilities, schools, clubs and more. Project staff will coordinate the development and posting of multilingual/bicultural flyers regarding the caregiver supportive services at meetings of community service groups, church groups, business associations and fraternal organizations. Staff will also meet with senior center directors, clergy from faith-based entities, senior nutrition site directors, hospital discharge planners, home health care agencies, AAA registry personnel and care managers to identify family caregivers who could benefit from case management and training, support and respite. Beyond the usual "senior center outreach" activities, the project will identify and access the informal neighborhood networks of the targeted populations through church programs, volunteer centers, retired employee groups, and local places of employment.

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

**ATTACHMENT B
ALLOCATION**

ATTACHMENT B

Contracts for Services Fiscal Year 2011/2012
Vendor #536200

Provider	Funding Source Project/Grant	Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	Dollar Amount	Total Contract Amount per Provider
Alzheimer's Association 69-730 Hwy 111, Suite 202 Rancho Mirage, CA 92270	OA62636FY12	Title IIIIE Access	Access Case Management	1 HOUR		218	\$54.80	\$ 11,920.00	
	OA62707FY12	Title IIIIE Caregiver Su Caregiver Counseling		1 HOUR		80	\$50.00	\$ 4,000.00	
	OA62718FY12	Title IIIIE Caregiver Su Caregiver Support Program				72	\$41.50	\$ 3,000.00	
	OA62721FY12	Title IIIIE Caregiver Su Caregiver Training		1 CONTACT		24	\$294.10	\$ 7,000.00	
	OA62834FY12	Title IIIIE Respite	Respite	1 HOUR		882	\$17.01	\$ 15,000.00	\$ 40,920.00

**ATTACHMENT C
BUDGET**

ATTACHMENT C

Contractor: ALZHEIMERS

Program and Service: Title IIIIE - Case Management

MONTH:
FY 2011-2012

SECTION B - REPORT OF EXPENDITURES							
BUDGET LINE ITEMS	1 *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.
PERSONNEL							
Program Director: Case Management (FTE 0.16044)	10,188.00				0.00	0.00	10,188.00
Program Director: Administration (FTE 0.0402)			2,553.00		0.00	0.00	0.00
Subtotal Personnel:	10,188.00	0.00	2,553.00	0.00	0.00	0.00	10,188.00
FRINGE BENEFITS							
Taxes:	866.00		217.00		0.00	0.00	866.00
Benefits:	866.00		217.00		0.00	0.00	866.00
Subtotal Fringe Benefits	1,732.00	0.00	434.00	0.00	0.00	0.00	1,732.00
TRAVEL							
EQUIPMENT						0.00	
SERVICE AND SUPPLIES (OTHER):							
Accounting							
Staff Training and Travel					0.00	0.00	0.00
Contracts/Consultants							
Telephone							
Postage							
Advertising							
Rent							
Insurance							
Utilities							
Repair							
Copying/Printing							
Other							
Subtotal Service & Supplies (Other)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COSTS	11,920.00	0.00	2,987.00	0.00	0.00	0.00	11,920.00

* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for specified line items. (See Contract Budget Pages)

ATTACHMENT C
Contractor: ALZHEIMERS

MONTH:
 FY 2011-2012

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

SECTION B - REPORT OF EXPENDITURES							
BUDGET LINE ITEMS	1 *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.
PERSONNEL							
Program Director: Administration (FTE 0.01)			648.00				
Family Care Coordinator/Care Consultant: Support Group (FTE 0.068)	2,564.00				0.00	0.00	2,564.00
Subtotal Personnel:	2,564.00	0.00	648.00	0.00	0.00	0.00	2,564.00
FRINGE BENEFITS							
Taxes:	218.00		55.00		0.00	0.00	218.00
Benefits:	218.00		55.00		0.00	0.00	218.00
Subtotal Fringe Benefits	436.00	0.00	110.00	0.00	0.00	0.00	436.00
TRAVEL							
EQUIPMENT							
SERVICE AND SUPPLIES (OTHER):							
Accounting							
Staff Training	0.00				0.00	0.00	0.00
Contracts/Consultants							
Telephone							
Postage							
Advertising							
Rent							
Insurance							
Utilities							
Repair							
Copying/Printing							
Other							
Subtotal Service & Supplies (Other)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COSTS	3,000.00	0.00	758.00	0.00	0.00	0.00	3,000.00

* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for

ATTACHMENT C
Contractor: ALZHEIMERS

MONTH:
 FY 2011-2012

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

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								
Program Director: Administration (FTE 0.0237)				1,505.00				
Family Care Coordinator/Care Consultant: Caregiver Training (FTE 0.158)		5,925.00				0.00	0.00	5,925.00
Subtotal Personnel:		5,925.00	0.00	1,505.00	0.00	0.00	0.00	5,925.00
FRINGE BENEFITS								
Taxes:		503.50		128.00		0.00	0.00	503.50
Benefits:		503.50		128.00		0.00	0.00	503.50
Subtotal Fringe Benefits		1,007.00	0.00	256.00	0.00	0.00	0.00	1,007.00
TRAVEL		68.00				0.00	0.00	68.00
EQUIPMENT								
SERVICE AND SUPPLIES (OTHER):								
Accounting								
Staff Training								
Contracts/Consultants								
Telephone								
Postage								
Advertising								
Rent								
Insurance								
Utilities								
Repair								
Copying/Printing								
Other								
Subtotal Service & Supplies (Other)		0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COSTS		7,000.00	0.00	1,761.00	0.00	0.00	0.00	7,000.00

* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for

MONTH:
FY 2011-2012

ATTACHMENT C
Contractor: ALZHEIMERS
Program and Service: Title III E - Caregiver Support - Counseling

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.
PERSONNEL							
Program Director: Counseling (FTE 0.054)	3,419.00				0.00	0.00	3,419.00
Program Director: Administrative Functions (FTE 0.014)			857.00		0.00	0.00	0.00
Subtotal Personnel:	3,419.00	0.00	857.00	0.00	0.00	0.00	3,419.00
FRINGE BENEFITS							
Taxes:	290.50		73.00		0.00	0.00	290.50
Benefits:	290.50		73.00		0.00	0.00	290.50
Subtotal Fringe Benefits	581.00	0.00	146.00	0.00	0.00	0.00	581.00
TRAVEL							
EQUIPMENT							
SERVICE AND SUPPLIES (OTHER):							
Accounting							
Staff Training							
Contracts/Consultants							
Telephone							
Postage							
Advertising							
Rent							
Insurance							
Utilities							
Repair							
Copying/Printing							
Other							
Subtotal Service & Supplies (Other)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COSTS	4,000.00	0.00	1,003.00	0.00	0.00	0.00	4,000.00

* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for specified line items. (See Contract Budget Pages)

MONTH:
FY 2011-2012

ATTACHMENT C
Contractor: ALZHEIMERS
Program and Service: Title III E - Caregiver Support - Respite Day Care

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.
PERSONNEL							
Program Director: Administrative Functions (FTE 0.05)			3,207.00		0.00	0.00	0.00
Subtotal Personnel:	0.00	0.00	3,207.00	0.00	0.00	0.00	0.00
FRINGE BENEFITS							
Taxes:			272.50		0.00	0.00	0.00
Benefits:			272.50		0.00	0.00	0.00
Subtotal Fringe Benefits	0.00	0.00	545.00	0.00	0.00	0.00	0.00
TRAVEL							
EQUIPMENT							
SERVICE AND SUPPLIES (OTHER):							
Accounting							
Staff Training							
Contracts/Consultants	15,000.00				0.00	0.00	15,000.00
Telephone							
Postage							
Advertising							
Rent							
Insurance							
Utilities							
Repair							
Copying/Printing							
Other							
Subtotal Service & Supplies (Other)	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00
TOTAL COSTS	15,000.00	0.00	3,752.00	0.00	0.00	0.00	15,000.00

* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for specified line items. (See Contract Budget Pages)

**CERTIFICATE OF
INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Empire Company 10201 Trademark St., Suite D P.O. Box 5400 Rancho Cucamonga CA 91729	CONTACT NAME: June King PHONE (A/C, No, Ext): (909) 476-0600 FAX (A/C, No): (909) 476-0601 E-MAIL ADDRESS: jking@empire-co.com PRODUCER CUSTOMER ID #: 00028507														
INSURED Alzheimer's Association, Los Angeles Riverside and San Bernardino Counties, Inc. 5900 Wilshire Blvd. Los Angeles CA 90036	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Nonprofits Ins. Alliance of Ca</td> <td></td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER C: Old Republic Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: North American Elite</td> <td style="text-align: center;">29700</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits Ins. Alliance of Ca		INSURER B: Hartford Fire Insurance Company	19682	INSURER C: Old Republic Insurance Company		INSURER D: North American Elite	29700	INSURER E:		INSURER F:	
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INSURER D: North American Elite	29700														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 2011 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		2010-07091-NPO	12/6/2010	12/6/2011	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000	
	<input checked="" type="checkbox"/> Sexual Misconduct						PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:				\$2,000,000 Aggregate			GENERAL AGGREGATE \$ 2,000,000	
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC	PRODUCTS - COMP/OP AGG \$ 2,000,000					
			Social Service Prof - Agg \$ 2,000,000					
A	AUTOMOBILE LIABILITY			2010-07091-NPO	12/6/2010	12/6/2011	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 type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$	
<input checked="" type="checkbox"/> HIRED AUTOS								
<input checked="" type="checkbox"/> NON-OWNED AUTOS								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			2010-07091-UMB-NPO	12/6/2010	12/6/2011	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DEDUCTIBLE							
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						Incl Sexual Misconduct \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N/A	72WEV08919	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers			ALT60259	6/20/2010	6/20/2011	Limit of Insurance \$5,000,000	
	Emp Dishon & Forg/Alt			CWB0002311-08	12/6/2010	12/6/2011	Limit of Insurance \$100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
 Certificate holder is included as an additional insured as required by written contract or agreement with the named insured. Re: Title IIIIE-Access Case Management, OA62636FY10, 536200, Caregiver Support-Support Group OA62718FY10, 536200, Caregiver Support-Training OA62721FY10, 536200, Caregiver Support-Counseling OA62707FY10, 536200, Caregiver Support-Respite Day Care OA62834FY10, 536200.

CERTIFICATE HOLDER <p style="text-align: center;">JeanetteFlores@co.riversid</p> Riverside County Office on Aging Attn: Jeanette Flores 6296 Rivercrest Drive, R Riverside, CA 92507-0738	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: center;">June King/JUNE</p>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Empire Company 10201 Trademark St., Suite D P.O. Box 5400 Rancho Cucamonga CA 91729	CONTACT NAME: June King	FAX (A/C, No): (909) 476-0601	
	PHONE (A/C, No, Ext): (909) 476-0600	E-MAIL ADDRESS: jking@empire-co.com	
INSURED Alzheimer's Association, Los Angeles Riverside and San Bernardino Counties, Inc. 5900 Wilshire Blvd. Los Angeles CA 90036	PRODUCER CUSTOMER ID #: 00028507	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Nonprofits Ins. Alliance of Ca		
	INSURER B: Hartford Fire Insurance Company		19682
	INSURER C: Old Republic Insurance Company		
	INSURER D: North American Elite		29700
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 2011 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		2010-07091-NPO	12/6/2010	12/6/2011	MED EXP (Any one person) \$ 20,000	
	<input checked="" type="checkbox"/> Sexual Misconduct			\$2,000,000 Aggregate			PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							Social Service Prof - Agg \$ 2,000,000	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS			2010-07091-NPO	12/6/2010	12/6/2011	BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS						\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000	
	<input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000			2010-07091-UMB-NPO	12/6/2010	12/6/2011	Incl Sexual Misconduct \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A	72WEV08919	4/1/2011	4/1/2012	E.L. EACH ACCIDENT \$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers			ALT60259	6/20/2010	6/20/2011	Limit of Insurance \$5,000,000	
D	Emp Dishon & Forg/Alt			CWB0002311-08	12/6/2010	12/6/2011	Limit of Insurance \$100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as an additional insured as required by written contract or agreement with the named insured.

Contract Numbers:

OA62636FY10 Amendment 1, OA62718FY10 Amendment 1, OA62721FY10 Amendment 1,

CERTIFICATE HOLDER

JeanetteFlores@rcaging.org

County of Riverside
Office on Aging
Attn: Jeanette Flores
6296 Rivercrest Drive, K
Riverside, CA 92507-0738

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

June King/JUNE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Riverside County Office on Aging
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**BOARD RESOLUTION
STATEMENT AND
SIGNATURES**

alzheimer's association™

the compassion to care, the leadership to conquer

RESOLUTION No. 6.15.09A

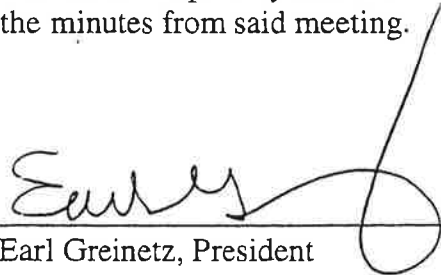
RESOLUTION

BE IT RESOLVED that the Governing Board Directors of the Alzheimer's Association, Los Angeles, Riverside, and San Bernardino Counties Chapter, Inc. (also known as the California Southland Chapter) authorizes the entering into the Project/Grant Numbers listed below and hereby approves all future amendments, modifications, or extensions to said contract. Furthermore, Debra Cherry, Ph.D. or the current CEO is authorized to sign all contract documents.

Program	Project/Grant
Title III E - Access - Case Management	OA62636FY10
Title III E - Caregiver Support - Support Group	OA62718FY10
Title III E - Caregiver Support - Training	OA62721FY10
Title III E - Caregiver Support - Counseling	OA62707FY10
Title III E - Caregiver Support - Respite Day Care	OA62834FY10

PASSED AND ADOPTED this 15th day of June in the year 2009 by the Governing Board of Directors of the Alzheimer's Association, Los Angeles, Riverside, and San Bernardino Counties Chapter, Inc. (also known as the California Southland Chapter)

I, Earl Greinetz, President of the Governing Board of Directors of the Alzheimer's Association, Los Angeles, Riverside, and San Bernardino Counties Chapter, Inc. (also known as the California Southland Chapter), certify that the foregoing is a full, true, and correct copy of a resolution adopted by said board at a meeting thereof. A copy of this resolution is on file with the minutes from said meeting.


Earl Greinetz, President

6-15-09
Date

ORGANIZATIONAL CHART

alzheimer's association

Staff Organization Chart
 Program & Policy Sources of Support
 Fiscal Year 2010-2011

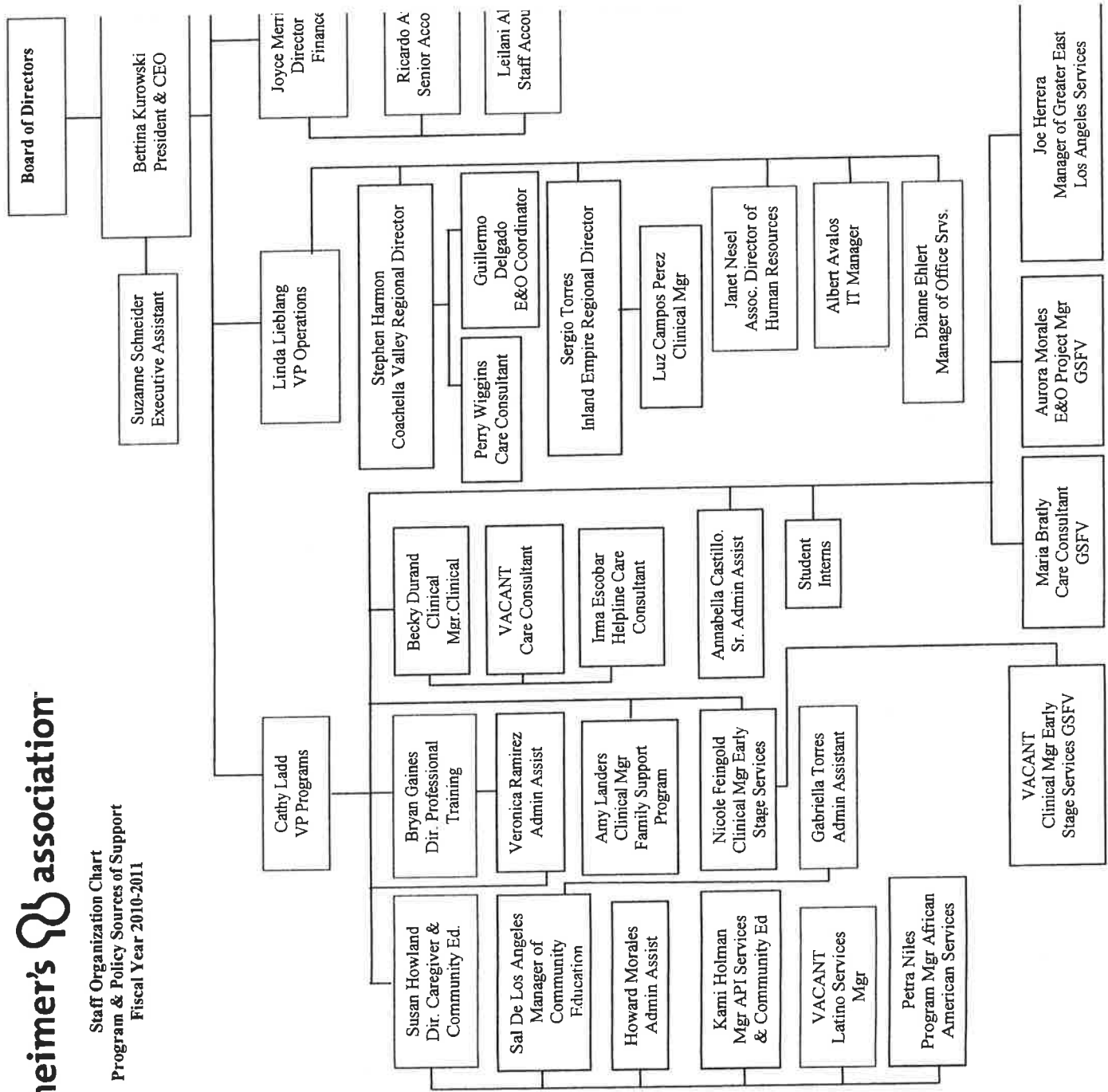


EXHIBIT A

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

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

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

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

ARTICLE I. DEFINITIONS (Continued)

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

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

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

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

ARTICLE I. DEFINITIONS (Continued)

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

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

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

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

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

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

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

4. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA.
 - a. Lives with a child (but is not the older adult parent of the child or individual of any age with a disability);
 - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 - c. Has legal relationship with child, as such legal custody or guardianship, or is raising the child informally.

5. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part, A Section 302(3); Title I, Section 102(22)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 7 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, continence, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.

6. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age or is an individual (of any age) with a disability.

7. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in 3 or more of the following areas of major life activity:

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

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

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

The following apply to the Respite service category above:

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

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

(3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. SCOPE OF WORK

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

Scope of Work – Exhibit A
AREA PLAN

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

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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).

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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)].

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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.

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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 Equivalent (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

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

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

2. Senior Companion Program

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

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- 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

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

b. Additional Provisions

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

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

1. Needs Assessment

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

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what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

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

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

This group-needs assessment will serve as the basis for The Office on Aging determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

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

2. Provision of Services

- a. The Office on Aging shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

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1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group needs assessment, The Office on Aging shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)
- d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at there office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)
3. Compliance Monitoring
- a. The Office on Aging shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entitles that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
 - b. The Office on Aging shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such

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

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

EXHIBIT B

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

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the Contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.(CCR, Title 2 Section 599.615 et seq.)
4. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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

C. Unexpended Funds

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

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

ARTICLE I. FUNDS (Continued)

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

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

4. Funding Reduction(s)

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

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

E. Interest Earned

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

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand services.
8. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Contractor, and used for costs of the ADCRC.

G. One-Time-Only Funds

1. Title III, VII, & III E and Supplemental Title III & VII federal Program One-Time-Only funds shall be used for one-time- only purposes and cannot be used to increase baseline needs. One-Time-Only funds may be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) & (b).
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title III B, III C-1, III C-2, and III E federal Administration One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

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

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

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

I. Area Plan Administration

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

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) and shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Contractor shall submit electronically a budget revision 30 days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Transfers
 - 1. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - 2. Transfer of State funds is allowable between Titles III B General Fund, III C-1 General Fund, III C-2 General Fund, and III D General Fund.
 - 3. Transfer of State funds is allowable between State Funded CBSP programs.
 - 4.
 - a. Funds may be transferred in accordance with this section without a formal contract amendment upon agreement of both parties when the total amount of the Agreement does not exceed the total amount of the latest executed Agreement.
 - b. Requests to transfer federal or State funds (including CBSP) must be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - c. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
 - 5. Transfer of funds cannot be processed or approved after the end of the specified contract period.

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
9. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.
10. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.

G. Program Development or Coordination

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

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

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

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

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

B. Title III E

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

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

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

E. Nutrition Services Incentive Program (NSIP)

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

ARTICLE III. PAYMENTS (Continued)

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

F. Financial Management Systems

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

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

- G.** The Department may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the Department determines that the financial management standards are met.

ARTICLE IV. CLOSEOUT

- A.** The Financial Closeout Report (CDA 180) shall be submitted annually to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.
- B.** Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C.** During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

EXHIBIT D

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
 2. Scope of work, Exhibit A;
 3. Special terms and conditions Exhibit D;
 4. General terms and conditions, Exhibit C;
 5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
 6. Any other documents incorporated herein by reference.
- C. The Contractor shall comply with all applicable program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Contractor" means the Office on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
- F. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Office on Aging agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Office on Aging and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. The Office on Aging shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Office on Aging shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC1005) which is hereby incorporated by reference. In addition, Office on Aging shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

The Office on Aging shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d; 45 C.F.R. Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Office on Aging shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR 98323) (Chapter 182, Stats. 2006)

3. The Office on Aging assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE II. ASSURANCES (Continued)

4. The Office on Aging agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Office on Aging agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Office on Aging shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the office on Aging's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Office on Aging warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the State shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Office on Aging shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

H. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, the Office on Aging shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. The Office on Aging shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Office on Aging or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Office on Aging shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
5. Public Contract Code Section 10295.3.

J. Debarment, Suspension, and Other Responsibility Matters

1. The Office on Aging certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
 - e. The Office on Aging shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
2. The Office on Aging agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

1. If a public entity, the Office on Aging shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Office on Aging shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.
2. Documentation in the form of a resolution by the Governing Board of the Area Agency on Aging is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the Office on Aging, Aging Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Office on Aging shall maintain adequate staff to meet the obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. Corporate Status

1. The Office on Aging shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Office on Aging shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Office on Aging shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Office by Aging until satisfactory status is restored.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

N. Lobbying Certification

The Office on Aging, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Office on Aging, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Office on Aging shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE IV. COMMENCEMENT OF WORK

Should the Office on Aging or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS

- A. The Office on Aging shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. In the event any subcontractor is utilized by the Office on Aging for any portion of this Agreement, the Office on Aging shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Office on Aging shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Office on Aging and shall be made available for review at the request of the Department.
- F. The Office on Aging shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.
- G. The Office on Aging shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the Office on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE V. SUBCONTRACTS AND/OR VENDOR AGREEMENTS (Continued)

resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.

- H. The Office on Aging shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Office on Aging in a timely manner and at intervals as determined by the Department.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Office on Aging shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):
1. The RFP or IFB.
 2. All bid proposals received.
 3. The proposal or bid evaluation documentation, along with the Office on Aging's rationale for awarding the subcontract to a for-profit entity.

Where a program may be subcontracted to a for-profit organization, the Office on Aging should include in its contract with the for-profit entity a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

- J. The Office on Aging shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Office on Aging. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Office on Aging shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Office on Aging shall follow the Procurement requirements in the applicable OMB Circular and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Office on Aging purchased services or property respectively.

ARTICLE VI. RECORDS

- A. The Office on Aging shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE VI. RECORDS (Continued)

- with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Office on Aging; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.
- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Office on Aging shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
 - C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Office on Aging.
 - D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Office on Aging or are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
 - E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc .
 - 2. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE VII. PROPERTY (Continued)

- B. Property meeting all of the following criteria are subject to the capitalization requirements. Such property must:
1. Have a normal useful life of at least 1 year;
 2. Have a unit acquisition cost of at least \$5000 (e.g., four identical assets which cost \$3000 each, for a \$12,000 total would not meet this capitalization requirement); and
 3. Be used to conduct business under this Agreement.
- C. Noncapitalized property are those items which do not meet all three requirements in this Article, Section B above.
- D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- F. The Office on Aging shall record the following information when property is acquired:
1. Date acquired;
 2. Property description (include model number);
 3. Property identification number
 4. Serial number
 5. Cost or other basis of valuation;

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE VII. PROPERTY (Continued)

6. Fund source; and
7. Rate of depreciation (or depreciation schedule), if applicable.

The Office on Aging shall keep track of property purchased with Contract funds, whether capitalized or not. The Office on Aging shall maintain and submit to the Department annually with the Closeout, a current inventory of property furnished or purchased by either the Office on Aging or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Office on Aging shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department.

- G. Prior to disposal of any property purchased by the Office on Aging or the subcontractor with funds from this Agreement, the Office on Aging must obtain approval from the Department regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Office on Aging shall use the Request to Dispose of Property (CDA 248) to dispose of property.
- H. The Office on Aging shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- J. The Office on Aging shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Office on Aging has complied with all written instructions from the Department regarding the final disposition of the property.
- K. In the event of the Office on Aging's dissolution or upon termination of this Agreement, the Office on Aging shall provide a final property inventory to the State. The State reserves the right to require the Office on Aging to transfer such property to another entity, or to the State.
- L. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Office on Aging's dissolution the State will issue specific written disposition instructions to the Office on Aging.
- M. The Office on Aging shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE VII. PROPERTY (Continued)

1. Another Department program providing the same or similar service; or
 2. Another Department-funded program.
- N. The Office on Aging may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- O. The Office on Aging or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- Q. The Office on Aging shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Office on Aging shall provide access to the federal or State agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, records, and electronic files of the Office on Aging or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Office on Aging shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Office on Aging's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Office on Aging shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE X. AUDITS

- A. The Office on Aging and or subcontractors that expend \$500,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the:

California Department of Aging
Attention: Audit Branch
1300 National Drive, Suite 200
Sacramento, California 95834

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that State-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Office on Aging shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Aging.

- B. This section B applies only to Title III/VII.

The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs whether a program specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subrecipients.

93.041	Special Programs for the Aging-Title VII, Chapter 3- Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-B)
93.042	Special Programs for the Aging-Title VII, Chapter 2- Long Term Care Ombudsman services for Older Individuals (Title VII-A)
93.043	Special Programs for the Aging-Title III, Part D- Disease Prevention and Health Promotion Services (Title III-D)

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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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AREA PLAN

ARTICLE X. AUDITS (Continued)

3. Reconciling expenditures reported to the Department to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the Department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments);
 4. When alternative procedures are used, the Office on Aging shall perform financial management system testing per existing federal requirements (45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21) which state in part that financial reporting must be accurate, current, and complete; and, accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Office on Aging shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and
 5. Determining whether the results of the reconciliations performed necessitate adjustment of the Office on Aging's own records.
- D. The Office on Aging shall ensure that the subcontractor single audit reports meet OMB Circular A-133 requirements:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.
 2. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.
 3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.
 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs.
 5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.

**Special Terms and Conditions - Exhibit D
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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.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XI. INSURANCE (Continued)

2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - \$750,000 if seating capacity is under 8
 - \$1,500,000 if seating capacity is 8 – 15
 - \$5,000,000 if seating capacity is over 15unless otherwise amended by future regulation.
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
 2. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
 3. The Department shall be named the certificate holder and the address must be listed on the certificate.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XI. INSURANCE (Continued)

- D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Office on Aging agrees to provide the Department, at least thirty(30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Office on Aging fails to keep in effect at all times said insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement.
- E. The Office on Aging shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Office on Aging shall require its subcontractors and vendors to hold the Office on Aging harmless. The subcontractor's Certificate of Insurance shall also name the Office on Aging, not the State, as the certificate holder and additional insured. The Office on Aging shall maintain certificates of insurance for all its subcontractors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. The Office on Aging shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Office on Aging affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).
- H. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

ARTICLE XII. TERMINATION

- A. Termination for Convenience
The State or the Office on Aging may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if the State determines that a termination is in the State's interest. Either party to this Agreement shall terminate by delivering to the other party a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective ninety (90) days from the delivery of the Notice of Termination or at another effective date as agreed to by both parties. The parties agree that, as to the terminated portion of the Agreement, the

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XII. TERMINATION (Continued)

Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void. The party terminating the Agreement shall submit to the other party a Transition Plan as specified in Article IV, A. of Exhibit E.

B. Termination for Default

The State may by written notice of default to the Office on Aging, terminate this Agreement, in whole or in part, as a consequence of any of the following events:

1. A violation of the law or failure to comply with any condition of this Agreement.
2. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
3. Failure to comply with reporting requirements.
4. Evidence that the Office on Aging is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
5. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
6. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Office on Aging's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Office on Aging.
7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Office on Aging's assets or income.
8. The commission of an act of bankruptcy.
9. Finding of debarment or suspension, Article II K.
10. The Office on Aging's organizational structure has materially changed.

- C. Such termination of this Agreement, shall take effect immediately in the case of threat to life, health, or safety of the public or, in all other cases, upon thirty (30) days subsequent to written notice to the Office on Aging. The notice shall describe the action being taken, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XII. TERMINATION (Continued)

The Office on Aging of its right to appeal such decision to the State and of the procedure for doing so.

- D. In the event of a termination notice, the Department will present written notice to the Office on Aging of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.
- E. The Office on Aging shall, at least ninety (90) days prior to the end of this contract period, give written notice to the State if it intends not to provide one or more Area Plan programs included in this Agreement during the subsequent contract period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this contract period to ensure continuity of services to clients.
- F. The Department may determine that the office on Aging may be considered a "high risk" agency as described in 45 CFR, 92.12 for local governments and 45 CFR, 74.14 for non-profit organizations. If such a determination is made, the Office on Aging may be subject to special conditions or restrictions.

ARTICLE XIII. REMEDIES

The Office on Aging agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Department as a result of breach of this Agreement by the office on Aging, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Office on Aging shall notify the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected

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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 within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Office on Aging must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. The Office on Aging may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
3. All employees and volunteers who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Office on Aging agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Office on Aging will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Office on Aging shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed,, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The

**Special Terms and Conditions - Exhibit D
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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 5th working day of every month. For late reports, the Contractor shall submit a written explanation to the OoA by the 5th 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.

CONTRACT CONTENTS CHECKLIST
FISCAL YEAR 2011/2012

RECEIVED
5/12/11 [Signature]

Contract with:

Eisenhower Memoria Five Star Club

Check each box when complete

Contract: (4) Signed Signature Pages: Four Signature Pages Only

Attachment A: (Scope of Services) Attachments A: Eisenhower Memorial Five Star Club Title IIIB

Attachment C: Budget Attachment C: Eisenhower Memorial Five Club

Insurance Copies:

Attach a copy Certificate of Insurance

Expiration Dates

* Requires additionally insured letter

	Attach a copy Certificate of Insurance	Expiration Dates
<input type="checkbox"/>	Workers Compensation	_____
<input type="checkbox"/>	*Commerce General Liability	_____
<input type="checkbox"/>	*Vehicle Liability	_____
<input checked="" type="checkbox"/>	General Insurance	_____
<input type="checkbox"/>	Professional Liability	_____ if applicable

Board Resolution Stmt & Signatures Authorization to enter into agreement

Organizational Chart: Include names and job titles

AGENCY CONTRACTS REPRESENTATIVE PLEASE FILL OUT THIS CONTRACT CONTENTS CHECKLIST FORM COMPLETELY AND **RETURN WITH CONTRACT PACKAGE.**

*** Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds WILL be delayed.**

* Please provide the name(s) of the person(s) who complete the Monthly Reports and Reimbursements:

Stacy Smith Esq, manager

Monthly Reports/Name/Phone Number

760 836-0232

Reimbursements/Name/Phone Number

ssmith@emc.org

Please provide an email address for your agency

* Upon receipt of a complete and correct contract package, the contract will be executed and a copy sent to.

[Signature] Smith Esq manager

SIGNATURE/DATE
(DIRECTOR OR DESIGNEE)

JUL 12 2011 3.34

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
EISENHOWER MEMORIAL FIVE STAR CLUB

2. The term of this Agreement is: July 1, 2011 through June 30, 2012

3. Maximum amount of this Agreement: \$35,000.00
Thirty-Five Thousand

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

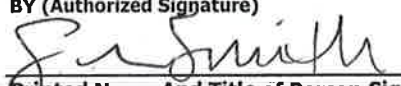

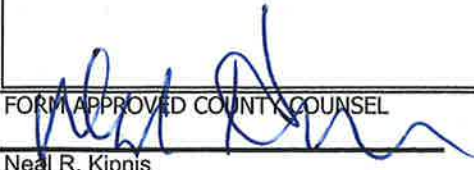
Exhibit B

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.

Contractor		County of Riverside	
Contractor Name: EISENHOWER MEMORIAL FIVE STAR CLUB		Agency Name:	
BY (Authorized Signature) 	Date Signed 05/11/11	BY (Authorized Signature) 	Date Signed 7/12/2011
Printed Name And Title of Person Signing <u>Stacy Smith RN, manager</u>		Printed Name And Title of Person Signing BOB BUSTER CHAIRMAN, BOARD OF SUPERVISORS	
Address 42-201 Beacon Hill, Suite A Palm Desert, CA 92211-5152		Address 	

Purchasing: 
Mark Zeller, Assistant Director

FORM APPROVED COUNTY COUNSEL
By: Neal R. Kipnis

ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY
JUL 12 2011 3:34

**ATTACHMENT(S) A
SCOPE OF SERVICES**

ATTACHMENT A

SCOPE OF SERVICES

FY 2011-2012
EISENHOWER MEMORIAL FIVE STAR CLUB

SPECIFIC SERVICE CONTRACT REQUIREMENTS

I. PROGRAM SPECIFICATIONS

A. Program # -
Unit of Service

Definition -

1. Unit Measurement:

2. Units of Service/Clients Served:

a. Units of Service to be Provided Under Contract:	<u>2692</u>
b. Unit Rate:	<u>13</u>
c. Number of New Clients to be Served:	<u>77</u>
d. Number of New Minorities to be Served:	<u>13</u>
e. Number of Clients in Target Groups:	<u>77</u>

II. INTAKE/SCREEN FORMS

Contractor must use the "New Senior Intake Form", 100x, (OoA Form 2), for each **new** client served, and take appropriate measures to ensure confidentiality of such client information. **A copy of this form for each new senior served during the reporting month must be submitted to the Office on Aging along with the Monthly Supportive Services Report and Request for Reimbursement.**

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.

IV. PLAN OF ACTION

Briefly answer the following questions about the program/services

ATTACHMENT A

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."
- B. Hours/days of operation:
- C. Describe the geographic area(s) Target Area Group TAG), your program will serve:
- D. Describe how you will find and serve, or involve members of target population groups:
- E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.:
- F. Include other pertinent\unique information about your program:

EXHIBIT A-1

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.

The Five Star Club is linguistically equipped to serve all people in the diverse community. The Five Star Club has four staff bilingual in Spanish and Tagalog, has bilingual flyers printed in Spanish and English, and an extensive outreach to this diverse community. In addition, Eisenhower Medical Center provides foreign language translations for the Five Star Club for the following 26 foreign languages: Arabic, Armenian, Chinese, Danish, Dutch, Farsi, Filipino, French, German, Gujarati, Hebrew, Hindi, Hungarian, Indian, Iranian, Italian, Japanese, Korean, Lithuanian, Navajo, Norwegian, Persian, Portuguese, Spanish, Swedish, and Tagalog.

The Five Star Club is staffed with 7 full-time and 2 per diem employees. The Five Star Club Manager, Ms. Stacy Smith, manages and educates all staff through weekly in-service trainings on topics, such as, failure-free environment, Alzheimer's disease prognosis, personal care, showering and bathing, activities therapeutic and appropriate for a person with Alzheimer's, dispensing medications, fire drill procedures (one drill per month), earthquake procedures, disaster plan, cultural diversity, incontinence, and confidentiality.

Community Partnership of the Desert, Inc. Ready Ride and Sundial drivers are fully trained to transport disabled, blind, deaf, and demented clients. The Five Star Club provides training in dementia and escort techniques to any service provider in the Coachella Valley.

All volunteers are also required to attend an annual reorientation. Both orientations and reorientations provide education on safety codes, fire drills, disaster drills and infection control issues. Every volunteer is trained by an experienced volunteer or a staff member working in their department. The Five Star Club Activity Manager is responsible for the Five Star Club orientation, dementia training, health and safety training, in-service trainings, and a 5 video (2 hours) training session with manual, entitled *Alzheimer's Disease Pieces of the Puzzle*, by The Arizona Long Term Care Gerontology Center, University of Arizona.

Eisenhower Medical Center Five Star Club's mission is to "provide day care to functionally or cognitively impaired individuals in a safe, supportive environment." The vision of the Eisenhower Medical Center Five Star Club is to be "a comprehensive, progressive adult day care provider. Our program will offer the desert community services that will provide the client and caregiver with the most sophisticated and compassionate approach to adult day care possible. Services will include a day care model that will provide the client with an integrated plan of care to assess, train, maintain, and rehabilitate functional capabilities. The adult day care center will have a team of trained professionals that will provide community in-services, and training programs to teach the most up to date methods for the care of Alzheimer's and other dementia related diseases. The center will pursue grants and other funding to provide

research projects. We will be the leader in our community and the most knowledgeable source for information and assistance for those families and victims of Alzheimer's and other dementia related diseases."

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.**

The Five Star Club has been successfully providing Adult Day Care services to Coachella Valley seniors with Alzheimer's disease, or other organic brain diseases, which impair judgement, memory, speech, and social behavior for 24 years. Unique social, educational and recreational activities maximize existing faculties and stimulate sensory perceptions.

At intake, each member is initially evaluated (using ADCRC Form 100x, and CDA/ALZ Form 200.1) and an individualized care plan is formulated. Upon admission, assessment tools are used to evaluate the cognitive status, behavioral and functional abilities of the new client. Functional assessments are made with a series of questions that describe the client's ability to perform routine tasks, i.e., bathing, telephone, continence, meal preparation, etc., and are evaluated on a sliding scale that ranges from independent, to needs verbal assistance, to needs some human help,...to dependence. "Mini-Mental" status exams assess the level of memory, judgement, communication and cognitive impairment through a series of orientation/reality questions, i.e., "What is today's date?," "What floor of this building are we on?," etc., and a client's ability to recall words, reading and comprehension ability, and the ability to follow simple instructions. Staff are trained on the precise manner of administering these tests and scoring procedures. These tests are re-administered every 6 months, and the individual's care plan is correspondingly revised.

Meaningful daily activities include therapeutic activities that foster retention skills and prevent excessive disability. These activities include trivia games, crafts, current events games and discussions, cooking, musical chairs, word games, daily exercise, card games, indoor volleyball, basketball, and art and music games, and offer varying levels of participation. Stimulating individual and group activities promote involvement, companionship, independence and well-being.

Additional services include medication dispensing, toileting, special dietary and eating assistance, diaper/pad changing service, bathing service, and family and caregiver support groups. A well-balanced lunch with beverages and two snacks are provided daily. Uniquely, the Five Star Club provides ADA compliant, curb-to-curb service for physically and cognitively disabled people traveling to and from the Five Star Club. *In 2011/2012 the Five Star Club will provide nearly 5500 ADA compliant bus transports, more than 160 baths, and change around 6000 diapers.*

All referrals to the Five Star Club are documented and an information packet is sent to caregivers. A Five Star Club visit is arranged. Currently, the Five Star Club is at

capacity, with a waiting list. Nevertheless, the Five Star Club continues to accept referrals, initiates club visits, and broadens its outreach into the community. The current goals continue to educate and inform people about Alzheimer's and other dementias, as well as provide options for needed services.

Transportation is nearly always an issue and is always addressed by the Five Star Club manager. Caregivers have the options of providing their own transportation or using the services of the Community Partnership of the Desert (CPD). Financial assistance is available.

When the caregiver provides transportation, the caregiver escorts the client into the building. When transportation is provided by CPD, Five Star staff meets the bus at the curb, with assistance provided to persons with disabilities.

All transportation is billed and paid by the Five Star Club, and billed to the client. The Five Star Club has contracts with the Riverside County Office on Aging and the Department of Education that mandates data collection, accurate record keeping, and cost analyses. In addition, Eisenhower Medical Center tracks participation and service data for corporate records.

B. Hours/days of operation

The Five Star Club provides services Monday through Friday, 7:30 AM through 5:00 PM, and is closed on major holidays.

C. Describe the geographic area(s), Target Area Group (TAG), your program will serve:

TAGs 7, 8 and 9

D. Describe how you will find and serve, or involve members of target population groups.

The Five Star Club has an extensive outreach to the culturally diverse communities of the Coachella Valley. Ms. Smith is a frequent speaker through the Eisenhower Medical Center's Speaker's Bureau. In addition to speaking at Mizell Senior Center, Rotary Club meetings, other area service clubs, the Center for Healthy Living, and serving on panels for Brighton Gardens by Marriott, Ms. Smith reaches out to the predominantly Hispanic community, speaking at the Indio Senior's Center. The Five Star Club also plans to continue to co-sponsor quarterly adult care giving seminars with skilled nursing facilities like Manor Care which target an under-served population.

The current outreach goal is to educate and inform people from all communities about Alzheimer's and other dementias, and to provide options for needed services, which include the Five Star Club, as well as other senior services agencies with information and resources. Stacy Smith is also a member of CAADS.

Outreach and Publicity Plan

– Creation of a database of referral agencies, senior services providers, retirement homes, hospitals, hospital discharge planners, emergency rooms, police departments, fire

departments, clergy groups, churches, women's clubs, auxiliaries, volunteer organizations, Rotary and other service clubs.

– Distribution of Five Star Club brochures and bilingual flyers to the organization in the database.

– Development of several lectures on subjects like Alzheimer's and related dementia, care giving, diagnosis and treatment, communication with dementia victims, personal care for dementia victims, etc.

– Produce a letter offering free lectures on Alzheimer's and related subjects to above list.

E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.

Ms. Smith is extremely involved in coordinating with other aging/senior network and community based services. Ms. Smith is a member of ACT I (Aging Community Team) whose mission is to “*partner with other community organizations that collaborate, educate and provide services dedicated to enhance and dignify the quality of the lives of our culturally diverse aging and disabled population.*” The Five Star Club also serves as a “Safe Return” site for the Alzheimer's Association. Ms. Smith performs mini-mental examinations and memory screenings for Eisenhower Medical Center, ACT I, health fairs and expos, and the Center for Healthy Living. In addition, the Alzheimer's Association routinely calls Ms. Smith to perform mini-mental examinations on their behalf. Ms. Smith is a member of the Eisenhower Speakers Bureau, and frequently speaks in the community on a variety of aging, dementia, and Alzheimer's topics.

F. Include other pertinent/unique information about your program

The Five Star Club is the only adult day care in the Coachella Valley that specializes in care for the victims of Alzheimer's and other dementias. Correspondingly, the Five Star Club's innovative care program combines socialization for the isolated elders with therapeutic and stimulating activities to inhibit accelerated loss of faculties. Activities are designed specifically for mentally and memory impaired adults. Cognitive activities are designed to nurture existing memory capacity, stimulate mental perceptions and acuity, and provide rational constructs for reasoning. Socializing activities promote mood elevation, a family atmosphere, interaction with peers, and bonding.

Most important, is the unique *failure free* environment for functionally impaired adults. The *failure free* philosophy creates a fully accepting, positive, and therapeutic living and interactive situation. While the staff's primary concern is, of course, safety, if an activity will not harm a club member or anyone else, the Five Star Club embraces the activity. In the Five Star Club, it is impossible for a client to fail. For example, if a client is on the patio with the hose running, watering the plants, and then the windows, and then brings the hose indoors, the staff calmly redirects the activity, and reacts in a way indicating that no fault and no harm has transpired.

The Five Star Club staff avoids the negative at all times. Communication in a *failure free* environment, does not involve reasoning, arguing, confronting, questioning

motives, or reminding clients. Staff uses short simple sentences, gives only one direction at a time, maintains eye contact and evinces a friendly, calm attitude. Staff always accepts blame when something is wrong, even if it is a fantasy. Staff is always patient, cheerful and reassuring. In addition, the staff is always sensitive to the specific “reality” of the client. For example, if the client thinks that they are 60 years younger than they actually are, talk about grandchildren, children or a marriage is not the correct topic. All activities are altered in a *failure free* environment so that no one loses and everyone wins. Activities and games are played by *the client's rules*, and the rules of an activity may constantly change. Staff must be creative at all times, and “go with the flow.”

While a variety of transportation is available to clients to and from the Five Star Club, including individual transportation, metro SunBus, and taxi services, the Five Star Club has made special arrangements for the transportation needs of the functionally, mentally and physically impaired clients. The Five Star Club provides two unique alternatives to caregiver transportation: SunDial, ADA compliant, curb-to-curb service and Ready Ride, door to door shared-ride vans for physically and cognitively disabled people. The SunDial service is available throughout the Coachella Valley SunBus service area, within a $\frac{3}{4}$ mile radius of any existing SunBus route. Ready Ride operates within the boundaries of Cabazon to NorthShore. SunDial and Ready Ride receive comprehensive Alzheimer's, dementia, escort procedures and disability training from the Five Star Club. Escort procedures include: escort client directly to their seat, belt-in client, use eye-to-eye contact, talk in short simple sentences, and answer every one of the client's questions calmly and never leave them at the curb without an attendant. These training services include extensive *failure free* communication guidelines.

The Five Star Club has a contractual agreement with Community Partnerships of the Desert, Inc. – CPD (Sunline and Ready Ride). SunDial must pick-up clients within 15 minutes of the designated pick-up time. The average ride time for any route may not exceed 75 minutes, and no more than 25% of the clients may experience a ride time in excess of 90 minutes. CPD cannot suspend or terminate a client without the Five Star Club's approval. CPD cannot drop off any client unless a responsible person is there to assume supervisory responsibility. In addition, SunDial drivers must determine that all clients are properly secured with seatbelts, and/or wheelchair tie-downs prior to departure.

The Five Star Club also offers an alternative to the usual personal hygiene shower. The Five Star Club has purchased a technologically advanced Century Sit Bath System. Dementia victims commonly fear showers – water raining down upon them. All Five Star Club clients prefer baths. The Century bathing system is equipped with hot water alarms and shut-off system, and a hydraulic lift with a seat and belt padding security system. The hydraulic lift features a fixed base electro-hydraulic lift and standard low back transport, with a rated lifting capacity of 350 pounds. The lifting system provides ease of operation and optimum client comfort while clients are safely and securely belted into the chair, and cannot fall out. Secure, comfortable and ergonomically positioned, clients are safely lifted into and out of the whirlpool bath.

The innovative technology of the Century Sit Bath System provides a relaxed, hygienic bathing experience for Five Star Club clients. Automatically controlled hot water alarms and shut-off system and a digital monitor for both incoming and tub water temperatures provide safety and comfort. Whirlpool technology creates massaging jets of water through ergonomically positioned outlets to optimize cleaning. Other technological features include an automatically controlled bath oil and shampoo dispensing system, a cleaner/disinfectant injection system and a digital readout bath timer.

The Five Star Club also provides extensive support services to caregivers. Family and caregiver support groups are offered every Thursday at 9:00 AM and are led by Ms. Smith, RN, BSN, PHN, an experienced facilitator knowledgeable about dementia, behavior management, security measures, communication skills, continence, preparing for the future, and other available community resources. Every caregiver support group is two hours in length. The Five Star Club always meets, and often exceeds, the Office on Aging's required number of services to be provided, e.g., a minimum of 12 support groups per year must be provided; *the Five Star Club provides 52 support groups per year. As part of the its extensive community outreach, the Five Star Club offers free Alzheimer's support groups to all people, and offers **free** Adult Day Care while caregivers are attending the support groups. In addition, the Five Star Club also offers **free** Adult Day Care for all caregivers while attending **any** support group in the Coachella Valley.*

**ATTACHMENT B
ALLOCATION**

ATTACHMENT B

**Contracts for Services Fiscal Year 2011/2012
Vendor #5396**

Provider	Funding Source Project/Grant	Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	Dollar Amount	Total Contract Amount per Provider
Eisenhower Medical Center Five Star Club 42-210 Beacon Hill, Suite A Palm Desert, CA 92211-5152	OA51193FY12	Community Based	ADCRC	Expense Reimbursement	n/a	n/a	Expenses	\$0.00	
	OA60547FY12	Title IIIB Adult Day Care	Attendance (1 Hour)	1 Hour	93.044	2,692	\$13.00	\$35,000.00	\$35,000.00

**ATTACHMENT C
BUDGET**

ATTACHMENT C

Contractor: EISENHOWER MEMORIAL FIVE STAR CLUB
Program and Service: Title IIB - Adult Day Care

MONTH:
FY 2011-2012

SECTION B - REPORT OF EXPENDITURES							
BUDGET LINE ITEMS	1 OOA *CONTRACT BUDGET	2 OOA PROGRAM INCOME	3 IN-KIND MATCH	4 CASH MATCH	5 OOA EXPENDED THIS MO.	6 OOA EXPENDED YTD	7 OOA BALANCE OF EXP.
PERSONNEL	16,800.00		7,300.00	17,000.00		0.00	(16,800.00)
							0.00
							0.00
							0.00
Subtotal Personnel:	16,800.00	0.00	7,300.00	17,000.00	0.00	0.00	(16,800.00)
FRINGE BENEFITS	5,000.00		2,300.00	5,000.00			(5,000.00)
							0.00
							0.00
Subtotal Fringe Benefits	5,000.00	0.00	2,300.00	5,000.00	0.00	0.00	(5,000.00)
							0.00
TRAVEL							0.00
							0.00
EQUIPMENT	100.00			100.00			(100.00)
SERVICE AND SUPPLIES (OTHER):							
Accounting						0.00	0.00
Staff Training						0.00	0.00
Contracts/Consultants	200.00		100.00	200.00			(200.00)
Telephone						0.00	0.00
Postage						0.00	0.00
Advertising	25.00			25.00			(25.00)
Rent	6,500.00		3,000.00	6,400.00			(6,500.00)
Insurance						0.00	0.00
Utilities	700.00		300.00	700.00			(700.00)
Repair						0.00	0.00
Copying/Printing						0.00	0.00
Other	5,675.00		2,000.00	5,575.00			(5,675.00)
Subtotal Service & Supplies (Other)	13,100.00	0.00	5,400.00	12,900.00	0.00	0.00	(13,100.00)
TOTAL COSTS	35,000.00	0.00	15,000.00	35,000.00	0.00	0.00	(35,000.00)

* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for specified line items. (See Contract Budget Pages)

**CERTIFICATE OF
INSURANCE**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)
5/24/10

PRODUCER DW Harper Group 6 Hutton Centre Drive, Suite 1280 Santa Ana, CA 92707 Phone: (714) 444-4133 Fax: (714) 444-4155	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 POLICES BELOW.
INSURED Eisenhower Medical Center 39000 Bob Hope Drive Rancho Mirage, CA 92270	INSURERS AFFORDING COVERAGE
	INSURER A: Eisenhower Medical Center Self Insured Program INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THIS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE 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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	EMC Self Insured	06/01/10	06/01/11	EACH OCCURRENCE	\$ 1,000,000
	FIRE DAMAGE (Any one fire)				\$	
	MED EXP (Any one person)				\$	
	PERSONAL & ADV INJURY				\$ 1,000,000	
	GENERAL AGGREGATE				\$ Unlimited	
	PRODUCTS-COMP/OP AGG				\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN	EA ACC \$
					AUTO ONLY:	AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCURR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
					Self-Insured Retention (SIR)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Healthcare Professional Liability	EMC Self Insured	06/01/10	06/01/11	Self Insured Retention	\$1,000,000 /Unlimited

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Proof of Healthcare Professional and General Liability Insurance for Eisenhower Medical Center with respects to Eisenhower Medical Center's 5 Star Club.

CERTIFICATE HOLDER <input type="checkbox"/> ADDITIONAL INSURED, INSURED LETTER: <input type="checkbox"/>	CANCELLATION
Office on Aging 6296 Rivercrest Drive, Suite K Riverside, CA 92507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**BOARD RESOLUTION
STATEMENT AND
SIGNATURES**

**RESOLUTION OF
BOARD OF DIRECTORS
OF
EISENHOWER MEDICAL CENTER,
a California nonprofit corporation**

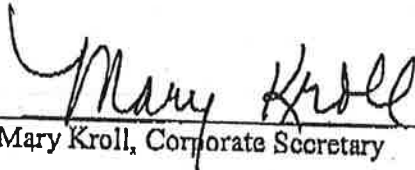
RESOLVED, that any of the following officers of the Corporation be, and hereby are, fully authorized and empowered to transfer, convert, endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, subscription warrants, stock purchase warrants, evidences of indebtedness, or other securities now or hereafter standing the name of or owned by this Corporation, and to make, execute and deliver, under the corporate seal of this Corporation or otherwise, any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.

Chairman of the Board
President/Chief Executive Officer
Executive Vice President/Chief Operating Officer
President, EMC Foundation
Vice President/Chief Financial Officer

RESOLVED FURTHER, that whenever there shall be annexed to any instrument of assignment and transfer, executed pursuant to and in accordance with the foregoing Resolution, a Certificate of the Secretary of this Corporation in office at the date of such Certificate, and such Certificate shall set forth these Resolutions and shall state that these Resolutions are in full force and effect, and shall also set forth the names of the persons who are the officers of this Corporation authorized and empowered as set forth in the foregoing Resolution, then all persons to whom such instrument with the annexed Certificate shall thereafter come, shall be entitled, without further inquiry or investigation and regardless of the date of such Certificate, to assume and act in reliance upon the assumption that the shares of stock or other securities named in such instrument were theretofore duly and properly transferred, endorsed, sold, assigned, set over and delivered by this Corporation, and that with respect to such securities the authority of these Resolutions and of such officers is still in full force and effect.

The undersigned, MARY KROLL, hereby certifies that she is the Secretary of EISENHOWER MEDICAL CENTER, a California nonprofit public benefit corporation (the "Corporation"); and that the Board of Directors, by Resolution on October 28, 2003, duly adopted a Resolution on Updating of Authorized Signatories and that such Resolution has not been modified, amended, or rescinded.

By:

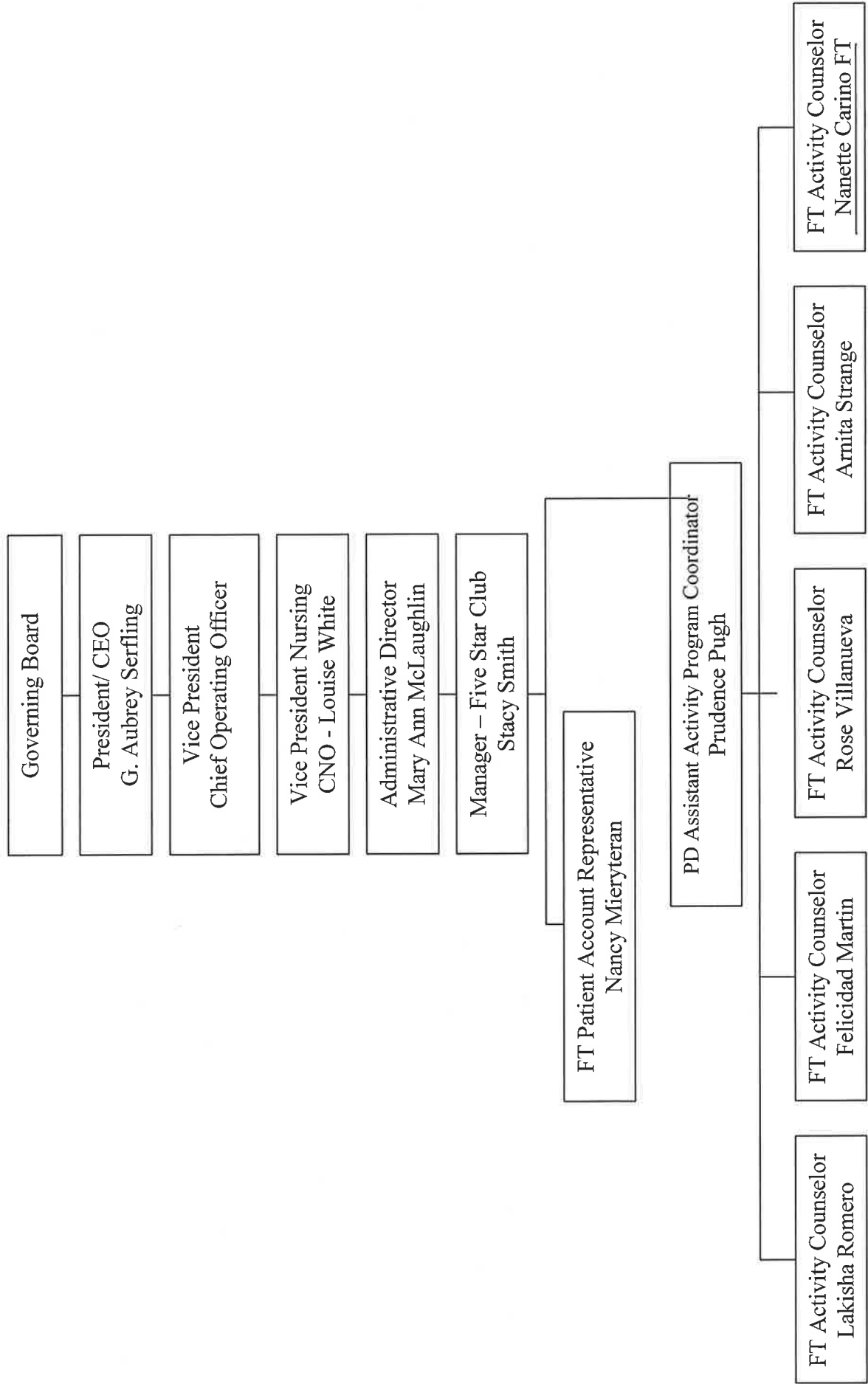

Mary Kroll, Corporate Secretary

Date:

5-7-07

ORGANIZATIONAL CHART

Eisenhower Medical Center Five Star Club 2011





Eisenhower Medical Center Corporate Organizational Chart April 2011

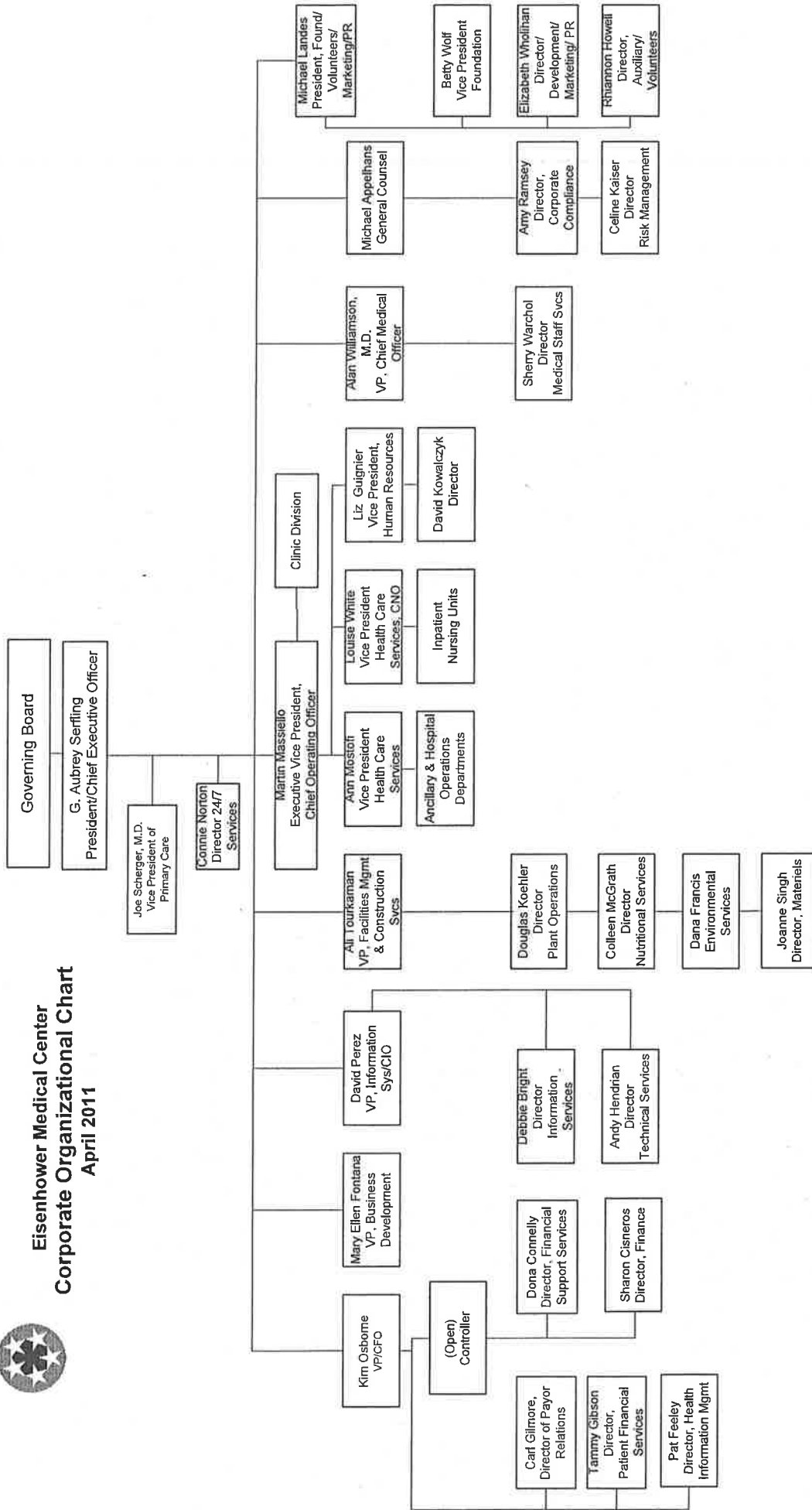


EXHIBIT A

**Scope of Work – Exhibit A
AREA PLAN**

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.
2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).
3. **Program Development** means activities that either establish a new service or expand or integrate existing services.
4. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-OAA funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
5. **Priority Services** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
6. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2005.
7. **Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2005.

**Scope of Work – Exhibit A
AREA PLAN**

ARTICLE I. DEFINITIONS (Continued)

8. **Nutrition Services Incentive Program (NSIP)** is the name for the United States Department of Agriculture (USDA) cash allotment or commodity program. The purpose of the program is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals.

9. **Title III D (Disease Prevention and Health Promotion Services)** means a variety of activities to maintain or improve the physical, mental, and nutritional health of older persons, to include the following specific activities: disease prevention, health promotion education, nutrition education, nutrition counseling, nutrition risk screening services, medication management, home security, equipment, family support, community education/advocacy, information, outreach, physical fitness, therapy, and comprehensive assessment.

Medication Management means “medication screening and education to prevent incorrect medication and adverse drug reactions” and is a required service with a separate funding allocation.

10. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
 - a. Voluntary contributions received from a participant or responsible party as a result of services.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from sale of items fabricated under a contract agreement.

11. **One-Time-Only** include the following:
 - a. Titles III and VII federal funds allocated to the Office on Aging in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180). (Title 22 CCR 7314).
 - b. Title III and VII federal funds recovered from the Office on Aging as a result of a fiscal audit determination and resolution by the Department.

**Scope of Work – Exhibit A
AREA PLAN**

ARTICLE I. DEFINITIONS (Continued)

- c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the Department as a result of the federal re-allotment process.
- 12. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
- 13. **Eligible Service Population** for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

B. DEFINITIONS SPECIFIC TO TITLE III E—FAMILY CAREGIVER SUPPORT PROGRAM (FCSP)

- 1. **Program Requirements** means requirements found in the Older Americans Act (OAA), Title III, Part E, Sections 371 through 374.
- 2. **Eligible Service Population** for Title III E means:
 - a. A Family Caregiver
 - b. A Grandparent or Older Individual Who is a Relative Caregiver
- 3. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. "Family Caregiver" is used interchangeably with "informal caregiver". "Informal" means that the care is not provided as part of a public or private formal service program.

A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.

The broader term "Caregiver" as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an

**Scope of Work – Exhibit A
AREA PLAN**

individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

4. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA.
 - a. Lives with a child (but is not the older adult parent of the child or individual of any age with a disability);
 - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 - c. Has legal relationship with child, as such legal custody or guardianship, or is raising the child informally.

5. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part, A Section 302(3); Title I, Section 102(22)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 7 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, continence, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.

6. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age or is an individual (of any age) with a disability.

7. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in 3 or more of the following areas of major life activity:

**Scope of Work – Exhibit A
AREA PLAN**

- a. Self-care,
 - b. Receptive and expressive language,
 - c. Learning,
 - d. Mobility,
 - e. Self-direction,
 - f. Capacity for Independent Living,
 - g. Economic self-sufficiency,
 - h. Cognitive functioning, and
 - i. Emotional adjustment.
8. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III, Part E, Section 373(e) (1), the Department has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

The following apply to the Respite service category above:

- a. “Respite Care” is the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).
- b. “Temporarily” means a brief period of relief or rest from a caregivers responsibilities during a limited time period, and could be provided on the following basis:
 - (1) Intermittent—Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;
 - (2) Occasional—Time off for the caregiver to attend a special event;

**Scope of Work – Exhibit A
AREA PLAN**

- (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.
- c. Title III E funds cannot be used to support the following activities:
 - (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
 - (2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly);
 - (3) To supplement the service unit cost of “a participant day” at an adult day care program.
- d. Title III E Supplemental Funds cannot be used to support the following activities:
 - (1) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
 - (2) Providing ongoing assistance to a care receiver living alone;
 - (3) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
 - (4) One-time, end-of-the-year assistance without an identified individual caregiver need.

C. DEFINITIONS SPECIFIC TO TITLE VII-A (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES)

- 1. **State Long-Term Care Ombudsman Program** means the CDA program recognized by the State Legislature and in compliance with the Older Americans Act and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B); WIC 9700, 9701(f)].
- 2. **Office of the Long-Term Care Ombudsman** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the Office on Aging. As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the

Scope of Work – Exhibit A
AREA PLAN

elderly and advocacy services of similar nature that receive funding or official designation from the state. The Office analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The Office periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA 712(a)(1)(A), 712(a)(3) (C&F), 712(h); WIC 9710, 9716, 9717].

3. **State Ombudsman** means the individual who serves as the full-time head of the Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the Office on Aging, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including the Office on Aging responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA 21) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); WIC 9711].
4. **Local Ombudsman Program** means either a program of the Office on Aging or its subcontractor that is selected to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the planning or service area. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence. [OAA 711(3), 712(a)(5)(D); WIC 9701(a)].
5. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence. [OAA 712(a)(5)(A), 712(h)(5); 9701(e), 9719].
6. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to acceptance by the State Ombudsman for certification, the individual is required to complete a minimum of 36 hours

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of training in accordance with policies and procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5); WIC 9719].

7. **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAA Section 712(a)(5)(B)(vii)]
8. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA Sections 102(35), 321(a)(10), WIC 9701(b). The Local Ombudsman Program may serve residents under 60 years of age if:
 - a. A majority of the residents of the facility where the younger person resides are over age 60, and
 - b. Such service does not weaken or decrease service to older individuals covered by the Older Americans Act [Policy of the Office of Elder Rights Projection, Administration on Aging; July 15, 1996].

D. DEFINITIONS SPECIFIC TO TITLE VII-B (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES – PROGRAMS FOR PREVENTION OF ELDER ABUSE, NEGLECT, AND EXPLOITATION)

1. **Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) (42 U.S.C. 3058i, OAA Section 721), including:
 - a. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
 - b. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
 - c. Ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
 - d. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the

**Scope of Work – Exhibit A
AREA PLAN**

extent of elder abuse, neglect, and exploitation in the Planning and Service Area.

- e. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
- f. Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;
- g. Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims;
- h. Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by the Department to be appropriate.

ARTICLE II. SCOPE OF WORK

- A. The Office on Aging shall perform the following for Title III, Title VII, and Community-Based Services Programs (CBSP) Programs:
 - 1. Implement the statutory provisions of the Title III and Title VII Programs (OAA, Section 306) in accordance with State and federal laws and regulations. The Office on Aging shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Department.
 - 2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

Scope of Work – Exhibit A
AREA PLAN

3. Meet the adequate proportion requirements for priority services as required under the OAA, Section 306(a)(2); and CCR, Section 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 - a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity, and
 - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. The written record/documentation supporting expenditures of Program Development or Coordination activities must be kept on file by the Contractor for three years or until any audit is resolved, whichever is longer.
6. Meet the requirements under the OAA, Section 301(a)(1) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, Section 301(a)(2)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home and CBSP long-term care services as required under OAA, Section 301(a)(2)(D).
10. Maintain or improve Community-Based Services Program (CBSP) services to meet the physical and mental health of older persons, as required under the OAA, Section 361(a) through funding that includes Title III D Disease Prevention and Health Promotion.
11. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
12. If federal and/or State funds for meal programs increase, the number of Title III C-1 and C-2 meals served shall be maintained or increased. This

Scope of Work – Exhibit A
AREA PLAN

- contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
13. The Office on Aging shall enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
 14. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Office on Aging shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
 15. Annually conduct onsite program and fiscal monitoring; evaluate, and document subcontractor performance. [45 CFR Part 1321.11]
 16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.
 17. Distribute and maintain up-to-date Department requirements so that all responsible persons have ready access to standards, policies, and procedures.
 18. Provide program information and assistance to the public.
 19. Maintain a four-year Area Plan, with annual updates, as specified in Title 22 CCR, Sections 7300 through 7320. The Area Plan and annual updates are due by May 1 of each year and the year-end report is due by November 1 of each year. The annual update and year-end report shall be effective during the same term as this Agreement.
 20. Maintain a program data collection and reporting system as specified in Exhibit E.
 21. Limit expenditures for Title III E Supplemental Services to twenty (20) percent of the total Federal and Matching Non-Federal share FCSP allocation, as directed per guidance from Administration on Aging.
 22. Obtain prior approval of the Department for any units of service to be funded under the Title III E Supplemental Services "Other" Category, in accordance with Department policy.
 23. Expend not more than ten (10) percent of the total federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than 18 years of age in accordance with OAA Section 373(g)(2)(C).

Scope of Work – Exhibit A
AREA PLAN

24. Contract Title III case management services only to a public or non-profit agency, as required by the United States Code 42 Section 3026 (a)(8)(C).
 25. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the Office on Aging as specified in subsection (i), (ii), and (iii), of the United States Code 42 Section 3026 (a)(8)(C).
- B. The Office on Aging shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA 712(a)(5)(i); 9701(a)].
 2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA 712(a)(5)(B)(ii)].
 3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing the decision not to investigate and the reasons for the decision. [OAA 712(a)(5)(B)(iii); WIC 9701(a), 9720].
 4. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289, PC 4675, PC 4700 et seq.].
 5. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this contract. [OAA 712(c)].
 6. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA 712(a)(5)(B)(iv)].
 7. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA 712(a)(5)(B)(v)].
 8. Support the development of resident and family councils. [OAA 712(a)(5)(B)(vi)].

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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.

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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 Equivalent (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

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willing to participate in the program; and be at risk of being placed in an institution.

- ii. Have the option to participate in Targeted Case Management (TCM) administered by the Department of Health Services (DHS). Contractor must comply with Title 42 USC, Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions (W&I) Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 142000), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; State-issued policy directives; and with the federal Office of Management and Budget (OMB) Circular A-87, as periodically amended for the operation of TCM.
- iii. Have the ability to seek parking penalties, fines, or forfeiture funds collected at the county level pursuant to provisions contained in Section 1465.5 of the Penal Code and Section 42001.13 of the Vehicle Code for violation of Section 22507.9 of the Vehicle Code.
- iv. The active targeted monthly caseload shall be at least 100 clients per Linkages site or a ratio of 50:1 for each full-time equivalent case manager. A caseload variance of +/- 20 percent (20%) based on the 50:1 ratio is allowed, but the active caseload shall not fall below an 80 percent (80%) client minimum.
- v. Maintain a program data collection and reporting system as specified in Exhibit E.

2. Senior Companion Program

- a. Operate, as a direct or contracted service, a Senior Companion (SC) Program with an approved Corporation for National and Community Service (CNCS) provider to implement the statutory provisions of the Domestic and Volunteer Service Act of 1973, as Amended (Title 42 U.S. code, Chapter 26), 45 Code of Federal Regulations (CFR) Parts 1207 and 2551, and in accordance with the 2000 SC Program Operations Handbook as issued by the CNCS (www.seniorcorps.org).
- b. Additional Provisions

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- 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

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- i. **Eligible Service Population** means: individuals 60 years of age or older with an income no higher than that of the annual basic benefit level provided under the State Supplementary Payment (SSP) Program for a blind recipient [California Welfare and Institutions Code, Division 8.5, Chapter 7.5, Section 9543(b)]. If it is determined that a surplus of foodstuffs exists, the program may also provide these services to persons 60 years of age or older with an income that does not exceed 125 percent of the maximum SSP income level. [Section 9543(c)].
 - ii. No minimum dollar amount or specified numbers of contractors are required.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
4. Respite Purchase of Service (RPOS)

 - a. Operate, as a direct or contracted service, a state funded Respite Purchase of Service (RPOS) program that meets the program standards set forth in the Respite Purchase of Service 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: caregivers of frail elderly adults or adults with functional impairments.
 - ii. Contracts for RPOS are not tied to the Linkages Program and can be contracted as a separate service.
 - iii. Maintain a program data collection and reporting system as specified in Exhibit E.
5. Alzheimer's Day Care Resource Center (ADCRC)

 - a. Operate, as a direct or contracted service, a state funded ADCRC for the purpose of developing an enhanced program infrastructure that enables a day care provider to provide services successfully to persons with moderate to severe Alzheimer's disease or related dementia as well as support to their families and caregivers as set forth in the Alzheimer's Day Care Resource Center Policy and Procedure Manual, revised July 2000, and in any other subsequent

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program memos, provider bulletins, or similar instructions issued during the term of this Agreement.

b. Additional Provisions

- i. **Eligible Service Population** means: an individual age 18 and older with Alzheimer's disease, or other dementia-related disorders, particularly in the moderate to severe stages, whose care needs and behavioral problems may make it difficult to participate in existing care programs.
- ii. Have the ability to use additional funding sources, including but not limited to, participant fees or share-of-cost.
- iii. Conduct pre-award and physical plant, safety inspections, and relocation visits.
- iv. The total amount of funds from all sources (CBSP, Program Income, Matching Contributions, and Non-Matching Contributions) that will be used to operate the ADCRC program, must at a minimum total \$80,000.
- v. Use of any funds in support of an ADCRC requires each contracted entity to comply with all ADCRC program requirements.
- vi. Multiple subcontractors are allowable and satellite sites operated by a subcontractor are no longer tied to a baseline funding allocation.
- vii. Subcontractor must have a mechanism in place to ensure that changes in licensing status are reported to the Contractor within 30 days.
- viii. Maintain a program data collection and reporting system as specified in Exhibit E.
- ix. Ensure that the subcontractor has a current Adult Day Health Care or Adult Day Care license. (W&I 9542(e))

E. The Office on Aging shall perform the following bilingual and linguistic program services for all programs:

1. Needs Assessment

- a. The Office on Aging shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the service area to assess the language needs of the population and determine

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what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

The group-needs assessment shall take into account the following four factors:

1. Number or proportion of limited English speaking (LEP) persons eligible to be served or likely to be encountered by the program.
2. Frequency with which LEP individuals come in contact with the program.
3. Nature and importance of the services provided to people's lives.
4. Resources available to the Contractor.

This group-needs assessment will serve as the basis for The Office on Aging determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

- b. The Office on Aging shall prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:
 1. Methodologies used.
 2. Findings regarding linguistic and cultural needs of non-English or LEP groups.
 3. Services proposed to address the needs identified and a timeline for implementation. (Title 22 CCR Section 98310)
- c. The Office on Aging shall maintain a record of the group-needs assessment on file at their location at all times during the term of this Agreement. (Title 22 CCR Section 98310, 98313)

2. Provision of Services

- a. The Office on Aging shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

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1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group needs assessment, The Office on Aging shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)
- d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at their office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)
3. Compliance Monitoring
- a. The Office on Aging shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
 - b. The Office on Aging shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such

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records may result in appropriate sanctions. (Title 22 CCR Section 98314)

4. Notice to Eligible Beneficiaries of Contracted Services
 - a. The Office on Aging shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (Title 22 CCR Section 98325)
 - b. The Office on Aging shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of Government Code section 11135 et seq. (Title 22 CCR Section 98326)
 - c. The Office on Aging shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (Title 22 CCR Sections 98211, 98310, 98340)

EXHIBIT B

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the Contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.(CCR, Title 2 Section 599.615 et seq.)
4. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE I. FUNDS (Continued)

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. **Limitation of State Liability**

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an itemized Area Plan Budget (CDA 122). No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

4. **Funding Reduction(s)**
 - a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - Terminate the Contract pursuant to Exhibit D, Article XII, A.
 - Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.
 - b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced and (2) some contracts may be reduced by a greater amount than others, and (3) that the State shall determine at its

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. If, as a result of advanced funds, the project earns interest on funds awarded by the State, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.
2. For Title III and VII programs:
 - a. Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (1), (2), or (3) apply.
 - (1) The recipient receives less than \$120,000 in federal awards per year.
 - (2) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
 - (3) The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - b. For nonprofit entities, interest earned in excess of \$250 on federal advances deposited in interest bearing accounts shall be remitted annually to the Department.

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand services.
8. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Contractor, and used for costs of the ADCRC.

G. One-Time-Only Funds

1. Title III, VII, & III E and Supplemental Title III & VII federal Program One-Time-Only funds shall be used for one-time- only purposes and cannot be used to increase baseline needs. One-Time-Only funds may be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) & (b).
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title III B, III C-1, III C-2, and III E federal Administration One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

1. Matching means the value of third-party in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the Contractor, subcontractor, or other local resources.
2. Third party in-kind contributions are property or services provided which benefit a contract-supported project or program and which are contributed by non-federal third parties without charge to the Contractor or subcontractor.
3. Third party in-kind contributions count towards satisfying a matching requirement only where the payments would be otherwise allowable costs if the party receiving the contributions were to pay for the costs.
4. Third party in-kind contributions must be necessary for the proper and efficient accomplishment of Area Plan administration and program activities.
5. Costs incurred by the Contractor or subcontractor must be verifiable from the records of the Contractor or subcontractor.
6. Costs must be allowable as outlined in Office of Management and Budget (OMB) circulars and may be cash or in-kind contributions.
7. Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
8. Non-Matching Contributions are local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., Title V, Title XX, overmatch, etc.).

I. Area Plan Administration

1. Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from Title III B, III C-1, III C-2, III E, III C-1 General Fund, III C-2 General Fund, and Community-Based Services Program (CBSP) General Fund administration allocations.
2. CBSP Administration shall be no more than 10 % of the total CBSP allocation.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) and shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Contractor shall submit electronically a budget revision 30 days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Transfers
 - 1. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - 2. Transfer of State funds is allowable between Titles III B General Fund, III C-1 General Fund, III C-2 General Fund, and III D General Fund.
 - 3. Transfer of State funds is allowable between State Funded CBSP programs.
 - 4.
 - a. Funds may be transferred in accordance with this section without a formal contract amendment upon agreement of both parties when the total amount of the Agreement does not exceed the total amount of the latest executed Agreement.
 - b. Requests to transfer federal or State funds (including CBSP) must be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - c. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
 - 5. Transfer of funds cannot be processed or approved after the end of the specified contract period.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
9. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.
10. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.

G. Program Development or Coordination

1. The Contractor shall not fund Program Development or Coordination activities as a cost of III B Supportive Services until it has first spent the total of its Title III B, III C, & III E funds allocated for area plan administration costs. During the contract period, Program Development or Coordination activities and area plan administration activities can occur simultaneously. (See Article IV.C. for reconciliation during the closeout period).

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. The Contractor shall budget its total Title III B, III C, & III E funds allocated for area plan administration before budgeting III B for Program Development or Coordination.

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

A. Title III B, III C, III D, VII Ombudsman, VII Elder Abuse Prevention, & Community-Based Services Programs

The Contractor shall prepare and submit by the 30th of each month to the AAA-Based Team, in electronic format, a Detailed Expenditure Data File (SPR 107) and a Request for Funds Data file (SPR 108), unless otherwise specified by the Department.

B. Title III E

The Contractor shall prepare and submit by the 30th of each month to the AAA-Based Team, in electronic format, a Title III E Monthly Financial Status Report/Request for Funds (CDA 268), unless otherwise specified by the Department.

C. The Department shall review requests for payment to ensure compliance with the approved Area Plan Budget (CDA 122).

D. During the contract period, the Department shall advance funds based on an analysis of current cash needs. The Department shall pay the Contractor a total not to exceed the amount shown on the Budget Display, which is hereby incorporated by reference.

E. Nutrition Services Incentive Program (NSIP)

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE III. PAYMENTS (Continued)

Upon execution of this agreement, the Department will make quarterly advances of NSIP funding to the Contractor, during the first month of each quarter.

F. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):

1. Financial Reporting
2. Accounting Records
3. Internal Control
4. Budgetary Control
5. Allowable Costs
6. Source Documentation
7. Cash Management

- G. The Department may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the Department determines that the financial management standards are met.

ARTICLE IV. CLOSEOUT

- A. The Financial Closeout Report (CDA 180) shall be submitted annually to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

EXHIBIT D

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
 2. Scope of work, Exhibit A;
 3. Special terms and conditions Exhibit D;
 4. General terms and conditions, Exhibit C;
 5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
 6. Any other documents incorporated herein by reference.
- C. The Contractor shall comply with all applicable program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Contractor" means the Office on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
- F. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Office on Aging agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Office on Aging and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. The Office on Aging shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Office on Aging shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC1005) which is hereby incorporated by reference. In addition, Office on Aging shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

The Office on Aging shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d; 45 C.F.R. Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Office on Aging shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR 98323) (Chapter 182, Stats. 2006)

3. The Office on Aging assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).

Special Terms and Conditions - Exhibit D
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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

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

H. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, the Office on Aging shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. The Office on Aging shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Office on Aging or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Office on Aging shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

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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.

**Special Terms and Conditions - Exhibit D
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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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AREA PLAN

ARTICLE II. ASSURANCES (Continued)

N. Lobbying Certification

The Office on Aging, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Office on Aging, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Office on Aging shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

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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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AREA PLAN

ARTICLE V. SUBCONTRACTS AND/OR VENDOR AGREEMENTS (Continued)

resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.

- H. The Office on Aging shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Office on Aging in a timely manner and at intervals as determined by the Department.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Office on Aging shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):
 - 1. The RFP or IFB.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Office on Aging's rationale for awarding the subcontract to a for-profit entity.

Where a program may be subcontracted to a for-profit organization, the Office on Aging should include in its contract with the for-profit entity a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

- J. The Office on Aging shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Office on Aging. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Office on Aging shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Office on Aging shall follow the Procurement requirements in the applicable OMB Circular and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Office on Aging purchased services or property respectively.

ARTICLE VI. RECORDS

- A. The Office on Aging shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE VI. RECORDS (Continued)

- with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Office on Aging; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.
- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Office on Aging shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Office on Aging.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Office on Aging or are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc .
 2. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

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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;

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE VII. PROPERTY (Continued)

6. Fund source; and
7. Rate of depreciation (or depreciation schedule), if applicable.

The Office on Aging shall keep track of property purchased with Contract funds, whether capitalized or not. The Office on Aging shall maintain and submit to the Department annually with the Closeout, a current inventory of property furnished or purchased by either the Office on Aging or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Office on Aging shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department.

- G. Prior to disposal of any property purchased by the Office on Aging or the subcontractor with funds from this Agreement, the Office on Aging must obtain approval from the Department regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Office on Aging shall use the Request to Dispose of Property (CDA 248) to dispose of property.
- H. The Office on Aging shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- J. The Office on Aging shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Office on Aging has complied with all written instructions from the Department regarding the final disposition of the property.
- K. In the event of the Office on Aging's dissolution or upon termination of this Agreement, the Office on Aging shall provide a final property inventory to the State. The State reserves the right to require the Office on Aging to transfer such property to another entity, or to the State.
- L. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Office on Aging's dissolution the State will issue specific written disposition instructions to the Office on Aging.
- M. The Office on Aging shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

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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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AREA PLAN**

ARTICLE XI. INSURANCE (Continued)

2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
3. If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

\$750,000 if seating capacity is under 8
\$1,500,000 if seating capacity is 8 – 15
\$5,000,000 if seating capacity is over 15

unless otherwise amended by future regulation.

4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
 2. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
 3. The Department shall be named the certificate holder and the address must be listed on the certificate.

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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
AREA PLAN**

ARTICLE XII. TERMINATION (Continued)

Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void. The party terminating the Agreement shall submit to the other party a Transition Plan as specified in Article IV, A. of Exhibit E.

B. Termination for Default

The State may by written notice of default to the Office on Aging, terminate this Agreement, in whole or in part, as a consequence of any of the following events:

1. A violation of the law or failure to comply with any condition of this Agreement.
2. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
3. Failure to comply with reporting requirements.
4. Evidence that the Office on Aging is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
5. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
6. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Office on Aging's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Office on Aging.
7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Office on Aging's assets or income.
8. The commission of an act of bankruptcy.
9. Finding of debarment or suspension, Article II K.
10. The Office on Aging's organizational structure has materially changed.

- C. Such termination of this Agreement, shall take effect immediately in the case of threat to life, health, or safety of the public or, in all other cases, upon thirty (30) days subsequent to written notice to the Office on Aging. The notice shall describe the action being taken, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the

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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 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 5th working day of every month. For late reports, the Contractor shall submit a written explanation to the OoA by the 5th 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.

CONTRACT CONTENTS CHECKLIST
FISCAL YEAR 2011/2012

RECEIVED
 5/17/11


Contract with: **Family Services Association of Western Riverside County**

✓ Check each box when complete

Contract: (4) Signed Signature Pages: Four Signature Pages Only

Attachment A: (Scope of Services) Attachments A: Family Services Association Title(s) IIIB, IIIE, IIIC1 & IIIC2

Attachment C: Budget Attachment C: Family Services Association

Attachment D: Contracted Meals Attachment D: Family Services Association

Insurance Copies:

Attach a copy Certificate of Insurance

Expiration Dates

* Requires additionally insured letter

<input checked="" type="checkbox"/> Workers Compensation	7/1/2011
<input checked="" type="checkbox"/> *Commerce General Liability	7/1/2011
<input checked="" type="checkbox"/> *Vehicle Liability	7/1/2011
<input checked="" type="checkbox"/> General Insurance	7/1/2011
<input checked="" type="checkbox"/> Professional Liability	if applicable 7/1/2011

Board Resolution Stmt & Signatures Authorization to enter into agreement

Organizational Chart: Include names and job titles

AGENCY CONTRACTS REPRESENTATIVE PLEASE FILL OUT THIS CONTRACT CONTENTS CHECKLIST FORM COMPLETELY AND RETURN WITH CONTRACT PACKAGE.

* Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds WILL be delayed.

* Please provide the name(s) of the person(s) who complete the Monthly Reports and Reimbursements:

DAVE RENNO, 951-342-3057; KAY FERRYMAN, 951-658-7617

Monthly Reports/Name/Phone Number


DEBI STARBUCK, 951-782-8956

Reimbursements/Name/Phone Number

dmler@fsaca.org

Please provide an email address for your agency

* Upon receipt of a complete and correct contract package, the contract will be executed and a copy sent to.

 5/16/2011

SIGNATURE/DATE
 DIRECTOR OR DESIGNEE)

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
FAMILY SERVICE OF WESTERN RIVERSIDE COUNTY

2. The term of this Agreement is: July 1, 2011 through June 30, 2012

3. Maximum amount of this Agreement: \$1,236,662.00
One Million Two Hundred Thirty-Six Thousand Six Hundred Sixty-Two

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

Attachment D Contracted Meals

Exhibit A


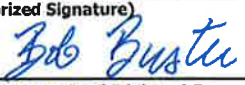
Exhibit B

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.

Contractor		County of Riverside	
Contractor Name: FAMILY SERVICES ASSOCIATION		Agency Name:	
BY (Authorized Signature) 	Date Signed <u>5-16-11</u>	BY (Authorized Signature) 	Date Signed <u>7/12/2011</u>
Printed Name And Title of Person Signing <u>Don Betro, CEO</u>		Printed Name And Title of Person Signing BOB BUSTER CHAIRMAN, BOARD OF SUPERVISORS	
Address 21250 Box Springs Road, Suite 212 Moreno Valley, CA 92557		Address	

FORM APPROVED COUNTY COUNSEL


By: Neal R. Kipnis

Purchasing: 
Mark Keller, Assistant Director

ATTEST:
KECIA HARPER-JHEM, Clerk
By 
DEPUTY

JUL 12 2011 3.34

**ATTACHMENT(S) A
SCOPE OF SERVICES**

ATTACHMENT A

SCOPE OF SERVICES

FY 2011-12

Family Services Association of Western Riverside County

ADULT DAY CARE

I. PROGRAM SPECIFICATIONS

A. Program # - Adult Day Care
Unit of Service 1 Hour

Definition - Provision of personal care for dependent adults in a supervised, protective, congregate setting during some portion of a 24-hour day. Services offered in conjunction of adult day care typically include social and recreation activities, training, counseling, meals for adult day care and services such as assistance as needed and reinforcement of ADLs, and medication administration.

1. Unit Measurement: One Hour
2. Units of Service/Clients Served: (based on \$19,259)
 - a. Units of Service to be Provided Under Contract: 1541
 - b. Unit Rate: \$12.50
 - c. Number of New Clients to be Served: 10
 - d. Number of New Minorities to be Served: 2
 - e. Number of Clients in Target Groups: 28

II. INTAKE/SCREEN FORMS

Contractor must use the "New Senior Intake Form", 100x, (OoA Form 2), for each new client served, and take appropriate measures to ensure confidentiality of such client information. **A copy of this form for each new senior served during the reporting month must be submitted to the Office on Aging along with the Monthly Supportive Services Report and Request for Reimbursement.**

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.

ATTACHMENT A

Family Service makes every effort to employ bilingual staff at all service sites, and provides written information in both English and Spanish for program participants.

By having service locations in low-income and under-served communities, the agency has developed extensive outreach efforts to reach those of diverse cultural backgrounds, literacy levels, and education levels. Family Service also employs many individuals from the communities we serve insuring we are best equipped to communicate with and relate to our participants.

All agency staff participates in an in-depth orientation process at the time of hire that includes topics ranging from mission and vision to cultural sensitivity. Ongoing training regarding cultural sensitivity, job safety, customer service, disaster preparedness and other pertinent topics are provided both at the site/department level and on annual basis. A copy of Daybreak's training plan is included for your review.

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."

Day-to-day:

Daybreak provides back-to-back activities of multiple values. Conversation and client interaction is an essential part of each activity as it provides cognitive stimulation and redirection. Our adaptive sports, exercise class, music/dancing, gardening, and therapeutic games involve gross or fine motor skills and are always individually adapted to a client's abilities. Arts & Crafts and games reinforce fine motor skills and cooking class activities, therapeutic games, B&B – Bowel & Bladder training, and purposeful transferring between activities all work to enhance ADL's. Specific, conversation based activities such as our inspirational readings, trivia teasers, and news musings further allow for multi-cultural contributions to our program as well as additional interaction among all of our Daybreak participants.

Out Reach:

Daybreak makes several educational community presentations yearly for various groups and civic organizations (San Jacinto Senior Center, Beaumont Senior Center, Calimesa Senior Center and San Jacinto Lyon's Club). We plan on continuing this out reach to additional organizations in the coming year.

Annually we attend health fairs in our target areas (Beaumont, Banning, Moreno Valley, and Hemet) – this out reach has continued to grow and proven important for our word-of-mouth referrals.

ATTACHMENT A

Daybreak will continue to partner with other senior service agencies to deliver information and support in an event setting to our community and beyond, as we have done this past year.

Upon a new client's admission to our program, an introduction letter is sent to their physician which communicates Daybreak's desire to partner in our client's care. Office visits, as a follow-up to these communications, have been made in hopes that physicians will be educated and then encouraged to suggest adult day care as an option to their patients' families in need.

Daybreak makes contact with various senior neighborhoods and communities in our area to inform them of our programs. We have been making a strong effort to visit other senior service providers and facilities in our area as well as network with them through two specific monthly meetings ("Networking for Seniors", "Prime of Life", and "Partnership for a Healthier Community").

Specific neighborhoods are reached through staff participation at community events, advertising through yellow pages and local press releases (Public Service Announcements on local radio and cable channels), and joint marketing efforts with other senior services agencies and care facilities.

We train caregivers in the Beaumont/Banning and Hemet areas as we facilitate a monthly support group in each of these areas and the important option of adult day care is often discussed. Offering to facilitate newly developing support groups has provided us with additional outreach opportunities to caregivers and through professional training (Golden Meadows Assisted Living).

Referrals:

Daybreak provides innumerable referrals to various services needed by telephoning caregivers and/or seniors as well as to our Daybreak family of caregivers throughout the year - on a daily basis. Over the past three years our contract funds involving the "training" by giving such referrals (as well as training through education) have easily been exhausted 2 months early in the fiscal year however we eagerly continue to connect seniors and their families with needed resources and education, and maintain the necessary documentation, regardless of reimbursement.

Record Keeping: Client files are maintained thoroughly and in accordance with CCLD's regulations with assessments every 6 months and case note entries at least 2 times per month. Employee and Volunteer files are also kept in compliance with The Council on Accreditation and CCLD's guidelines. Monthly reporting to the OoA is maintained on site along with a backup data.

ATTACHMENT A

B. Hours/days of operation:

Business Hours: 8:30am to 4:30pm

Typical Client Hours: 9:00am to 4:00pm

C. Describe the geographic area(s) Target Area Group TAG), your program will serve:

Family Service has operated Daybreak Adult Day Services since spring 2000 and currently provides Adult Day Care services to clients from Tag's 3, 5 & 6 which include the cities of Hemet, San Jacinto, Idyllwild, Banning, Beaumont and Homeland.

D. Describe how you will find and serve, or involve members of target population groups:

Caregivers and those they care for have a tendency to isolate themselves so Daybreak makes varied efforts to be visible over a relatively wide geographic area. These varied efforts are as follows:

Many senior service providers and agencies (OoA, Alzheimer's Association, physicians, RCFs, etc) direct inquiries to Daybreak. As we have year after year, we expect to continue to receive calls, a significant number of which focus on informing about, and the importance of, Adult Day Care – for both the caregiver and care-receiver. Providing various other referrals for services further lends itself to establishing relationship with people who sometimes become future day care clients.

Daybreak will continue to facilitate two Caregiver Support Groups (one in Beaumont and the other at Hemet's Senior Service Center) monthly. These are advertised, open to the public, community meetings through which several clients of our facility have come. Pursuing further opportunities to give educational presentations on aging issues to civic organizations and contacting local physicians' offices will take place throughout this next fiscal year.

During the 2010-11 fiscal year, Daybreak:

- Provided dementia and adult day care information at 6 different Health Fair events (TAG #5 & 6)
- Gave educational presentations at 4 well known civic organizations or locations in our local and surrounding areas. (TAG#5 & 6)
- Trained / facilitated 2 new caregiver support group in the Banning area and 1 in the Calimesa area.
- Continued as an active member in 3 networking groups for senior service providers to the Hemet and surrounding areas (TAG #6 & 3)

ATTACHMENT A

Daybreak will continue to pursue these types of contacts mentioned above.

Daybreak communicates with the physician and/or physicians group that is providing primary care for each of our clients – following the enrollment of all new clients a similar correspondence is sent to the appropriate provider also. This letter specifically introduces our adult day program, what we do, and encourages communication with the physician(s). Medical doctors have been common referral sources in the past and we anticipate that this connection strategy will further serve to increase the number of referrals from physicians' offices, especially as personal visits have been made to these offices by Daybreak's Director.

E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.:

As mentioned above, we have contacted each of our client's physicians with a letter introducing Daybreak and its Adult Day Care program (and will continue to contact the physicians of future enrolling clients). Also within this letter, Daybreak expresses our desire to communicate with the medical office concerning the client's physical, cognitive, or emotional well being.

Further:

- We extend an invitation for the physician to speak to either of our Caregiver Support Groups as well as
- Welcome their expertise in a training capacity at a staff meeting

Through our very visible referral capacity and through daily interaction with caregivers, we give referrals to various transportation services; we work daily with RTA and Care-A-Van and include others, such as TRIP, in our referrals. We discuss placement or housing alternatives and maintain a good working relationship with local and out-of-town assisted livings, skilled nursing facilities, and small board and cares. We often refer caregivers to in home supportive services, OoA's 800 number, and Inland Caregivers Resource Center's 800 number. Another common referral is the internet and www.networkofcare.com. We work closely with SCAN Health Plan to provide services to their members/our clients as well as we pass on a selection of healthcare provider referrals for those inquiring outside of SCAN and civic groups. This past year we were available to the public for education and referrals at San Jacinto United Methodist Church's Health Fair. Churches have rarely been a referral request however; we are prepared to offer referrals in this area as well. A future goal is to follow thru on our Advisory Council has suggestion that we contact churches and offer to speak to them regarding issues of dementia, caregiving, and the service of adult day care.

We have been coordinating with Senior Nutrition Services in an effort to educate our caregivers on nutrition related issues and senior issues through our monthly newsletter

ATTACHMENT A

Our Advisory Council is composed of community members, senior service providers, care-giving clients, and a client as well. This serves to coordinate our program with others as does health fair attendances mentioned above.

F. Include other pertinent\unique information about your program:

ATTACHMENT A

SCOPE OF SERVICES

FY 2011-2012

Family Services Association of Western Riverside County

CAREGIVER SUPPORT - Counseling

I. PROGRAM SPECIFICATIONS

A. Program - **Caregiver Support**
Unit of Service **1 Hour**

Definition - 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 Measurement: **1 Hour**
2. Units of Service/Clients Served: (based on \$8680)
 - a. Units of Service to be Provided Under Contract: 321
 - b. Unit Rate: \$27.10
 - c. Number of New Clients to be Served: 45
 - d. Number of New Minorities to be Served: 4
 - e. Number of Clients in Target Groups: 45

CAREGIVER SUPPORT - TRAINING

I. PROGRAM SPECIFICATIONS

A. Program # - **Caregiver Support**
Unit of Service **1 Contact**

Definition - 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 Measurement: **1 Contact**
2. Units of Service/Clients Served: (based on \$18,000)

ATTACHMENT A

a. Units of Service to be Provided Under Contract:	<u>401</u>
b. Unit Rate:	<u>\$44.93</u>
c. Number of New Clients to be Served:	<u>52</u>
d. Number of New Minorities to be Served:	<u>7</u>
e. Number of Clients in Target Groups:	<u>52</u>

II. INTAKE/SCREEN FORMS

Contractor must use the "New Senior Intake Form", 100x, (OoA Form 2), for each new client served, and take appropriate measures to ensure confidentiality of such client information. **A copy of this form for each new senior served during the reporting month must be submitted to the Office on Aging along with the Monthly Supportive Services Report and Request for Reimbursement.**

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.

Counseling – FSA will deliver caregiver counseling through local senior/community centers, the Daybreak Center in Hemet, phone calls, and home visits. When FSA cannot personally meet the cultural or language needs of a specific client we will make a referral to an agency that has the capability to assist them when ever possible. Director, Program Manager, Intern, and other appropriate staff will provide counseling.

Training – FSA trainings will be provided by Director, Program Manager, Activity Specialist, and other appropriate professional staff as required by topic of training. When FSA cannot personally meet the cultural or language needs of a specific client we will make a referral to an agency that has the capability to assist them whenever possible.

Family Service makes every effort to employ bilingual staff at all service sites, and provides written information in both English and Spanish for program participants. By having service locations in low-income and under-served communities, the agency has developed extensive outreach efforts to reach those of diverse cultural backgrounds, literacy levels, and education levels. Family Service also employs many individuals from the communities we serve making them better equipped to

ATTACHMENT A

communicate with and relate to our participants. At hire, all agency employees are required to participate in a thorough orientation process which includes a DVD training that covers topics including mission and vision of the agency, cultural sensitivity, mandated reporting of child and elder abuse, and safety. In addition, all agency staff participates in ongoing training regarding cultural sensitivity, job safety, disaster preparedness and other pertinent workplace topics during staff meetings and other site level training sessions.

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."

Counseling - FSA will deliver caregiver counseling through local senior/community centers, the Daybreak Center in Hemet, phone calls, and home visits. When FSA cannot personally meet the cultural or language needs of a specific client we will make a referral to an agency that has the capability to assist them when ever possible. The Daybreak Director, Program Manager, Intern, or other appropriate staff will provide counseling. All informational fliers, brochures, etc. will refer caregivers to the Hemet Daybreak Program where contact can be made with staff members who can provide counseling and support. Phone counseling can be done as well as appointments set to meet with the caregiver at another location or their homes. Referrals will be made and training offered when appropriate or requested. A 100x form along with a case note will comprise the caregiver support file. This information will be used to capture as much information on both caregiver and care receiver as possible. All files will be kept confidential.

Advertising will be done through local community newspapers, cable ads, and joint marketing efforts with other senior service agencies and care facilities. Contact with physicians' offices and community presentations will also be forms of advertising utilized.

Training - FSA trainings will be provided by the Director, Program Manager, Activity Coordinator, and other appropriate professional staff as required by topic of training. When FSA cannot personally meet the cultural or language needs of a specific client we will make a referral to an agency that has the capability to assist them when ever possible.

A sign in sheet will be used for all group trainings and every attempt will be made to obtain a name, address, and phone number from all attendees. One-on-One

ATTACHMENT A

trainings will be documented on monthly data collection forms as well as in caregiver support file when appropriate. All information will be kept confidential.

Trainings will include how to access community services, coping techniques, safe body mechanics, medical requirements, financial issues, elder law issues, and other topics as requested by caregivers or community persons. Speakers for group training will be experts in the field of topic training will cover. Advertising will be done through distribution of fliers to caregiver support persons, care facilities, Doctors, hospitals, churches, and other community resources. Additional ads will be placed in community note section of local papers, and on cable stations.

B. Hours/days of operation:

Counseling - Monday through Friday from 9:00am- 4:00pm.

Trainings – Group trainings will be offered at different times and places Monday through Friday from 9:00am to 4:00pm and during evenings and weekends when needed. One-on-one trainings will be available from 9:00am- 4:00pm Monday through Friday.

C. Describe the geographic area(s)Target Area Group TAG), your program will serve:

Family Service Association's Daybreak Adult Day Services commonly provides caregiver support services in TAG's 3, 4, 5 & 6.

D. Describe how you will find and serve, or involve members of target population groups:

Counseling - FSA will deliver caregiver counseling through local senior/community centers, the Daybreak Center in Hemet, phone calls, and home visits. When FSA cannot personally meet the cultural or language needs of a specific client we will make a referral to an agency that has the capability to assist them when ever possible. The Daybreak Director, Program Manager, and other appropriate staff will provide the counseling. All informational fliers, brochures, etc. will refer caregivers to the Hemet Daybreak Program where contact can be made with staff members who can provide counseling and support. Most counseling is done at the center or over the phone, but appointments can be set to meet with the caregiver at another location or at their home. Referrals will be made and training offered when appropriate or requested. A 100x form along with a case note will comprise the caregiver support file. This information will be used to capture as much information on both caregiver and care receiver as possible. All files will be kept confidential.

Advertising will be done through local community newspapers, cable ads, and joint marketing efforts with other senior service agencies and care facilities.

Training – will include how to access community services, coping techniques, safe body mechanics, medical requirements, financial issues, elder law issues, and

ATTACHMENT A

other topics as requested by caregivers or community persons. Speakers for group training will be experts in the field of topic training will cover. Advertising will be done through distribution of fliers to caregiver support persons, care facilities, Doctors, hospitals, churches, and other community resources. Additional ads will be placed in community note section of local papers, and on cable stations.

Advertising will be done through local community newspapers, cable ads, and joint marketing efforts with other senior service agencies and care facilities.

E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.:

Counseling - Existing community senior services will be contacted and given information on available services. Services and trainings will be offered to them in their agencies if desired. Information collected from community resources will be used to provide information and referrals to caregivers seeking assistance.

Training - Existing community services will receive information on caregiver group trainings. Information will also be given to them as to how to help caregivers access one-on-one trainings. Professionals will be tapped for their expertise and will be invited to speak and help provide trainings for group presentations.

F. Include other pertinent\unique information about your program: Beginning in August of 2002, Family Service became accredited by the Council on Accreditation (COA) which attests that Family Service meets the highest national standards, is delivering the best quality services to the community it serves, and is proud to be one of more than 1,000 private and public organizations accredited by COA. Accredited agencies are visited and evaluated every four years to ensure that they maintain excellence in service delivery. The accreditation process involved an in-depth examination of Family Service's compliance with best practice standards. Organizational standards were reviewed in human resources, financial/risk management, continuous quality improvement and thirty-nine service standards. In March 2010, Family Service successfully completed our most recent extensive re-accreditation process and received commendation for displaying the "Highest Standard of Professional Practice" in its various arms of service extended to the families we serve. The agency will remain accredited until July 31, 2014.

ATTACHMENT A

SCOPE OF SERVICES

FY 2011-2012

Family Services Association of Western Riverside County

RESPITE CARE SERVICES

I. PROGRAM SPECIFICATIONS

A. Program # - Respite
Unit of Service 1 Hour

Definition -

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.

1. Unit Measurement: **1 Hour day care**

2. Units of Service/Clients Served: (based on \$10,000)

a. Units of Service to be Provided Under Contract:	<u>783</u>
b. Unit Rate:	<u>\$12.78</u>
c. Number of New Clients to be Served:	<u>5</u>
d. Number of New Minorities to be Served:	<u>2</u>
e. Number of Clients in Target Groups:	<u>5</u>

II. INTAKE/SCREEN FORMS

Contractor must use the "New Senior Intake Form", 100x, (OoA Form 2), for each **new** client served, and take appropriate measures to ensure confidentiality of such client information. **A copy of this form for each new senior served during the reporting month must be submitted to the Office on Aging along with the Monthly Supportive Services Report and Request for Reimbursement.**

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

ATTACHMENT A

available to staff.

Family Service makes every effort to employ bilingual staff at all service sites, and provides written information in both English and Spanish for program participants.

By having service locations in low-income and under-served communities, the agency has developed extensive outreach efforts to reach those of diverse cultural backgrounds, literacy levels, and education levels. Family Service also employs many individuals from the communities we serve making them better equipped to communicate with and relate to our participants. At hire, all agency employees are required to participate in a thorough orientation process which includes a DVD training that covers topics including mission and vision of the agency, cultural sensitivity, mandated reporting of child and elder abuse, and safety. In addition, all agency staff participates in ongoing training regarding cultural sensitivity, job safety, disaster preparedness and other pertinent workplace topics during staff meetings and other site level training sessions.

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."

Contact and referrals for seniors and their caregivers will be made through community/senior centers, hospitals, Home Health agencies, Doctors offices, and other senior service providers. Marketing will be done through delivery of brochures and fliers, as well as placement of cable ads, local yellow pages ads, newspaper ads, referral magazines, etc. Care receivers must meet the requirements/regulations of both the Center and Community Care Licensing.

Day Care respite service will be provided at the Daybreak Adult Day Service Center in Hemet. Caregivers will be required to provide transportation to and from the center. The Director or Program Manger will interview caregivers for care receiver's acceptance into program and to define other care needs as appropriate. If Center can not accommodate the needs of the care receiver a referral, when possible, will be made to other agencies.

B. Hours/days of operation:

Day care hours are 9:00 AM to 4:00 PM Monday through Friday. Caregiver support hours are 9:00am- 4:00 PM Monday through Friday.

C. Describe the geographic area(s)Target Area Group TAG), your program will serve:

ATTACHMENT A

Family Service Association currently provides caregiver support respite services in Tag's 3, 5 & 6.

D. Describe how you will find and serve, or involve members of target population groups:

Delivery of day care respite services will be delivered to those caregivers who have been served through the caregiver support module of this grant.

The Daybreak Adult Day Care Program is advertised through the Yellow Pages, cable television advertisements, and independent and/or marketing efforts with other senior service agencies. Family Service staff also maintains a presence in the community by participating in community presentations, and health fairs. The agency plans to increase community outreach by publishing more press releases, placing advertisements in local magazines, as well as making contact with hospitals, social service agencies and other organizations that serve the senior population. In order to bring potential clients into the system, staff follow-up on all information calls, schedule site visits and do extensive follow-up with caregivers through support groups and educational workshops conducted at the center.

E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.:

Respite services will be coordinated with existing care services by helping caregivers access services: i.e. transportation referrals will be made to the TRIP Program, Car-A-Van, and RTA, home delivered meals through local senior meal programs, etc. Doctors, hospitals and social workers will be used as referral sources both for intake into respite program and for a referral base for caregivers as respite is one of several assistances central to the support network of many successful caregivers

F. Include other pertinent\unique information about your program: Beginning in August of 2002, Family Service became accredited by the Council on Accreditation (COA) which attests that Family Service meets the highest national standards, is delivering the best quality services to the community it serves, and is proud to be one of more than 1,000 private and public organizations accredited by COA. Accredited agencies are visited and evaluated every four years to ensure that they maintain excellence in service delivery. The accreditation process involved an in-depth examination of Family Service's compliance with best practice standards. Organizational standards were reviewed in human resources, financial/risk management, continuous quality improvement and thirty-nine service standards. In March 2010, Family Service successfully completed our most recent extensive re-accreditation process and received commendation for displaying the "Highest Standard of Professional Practice" in its various arms of service extended to the families we serve. The agency will remain accredited until July 31, 2014.

ATTACHMENT A

SCOPE OF SERVICES

**RIVERSIDE COUNTY SENIOR NUTRITION SERVICES
FY 2011/2012**

Family Services Association of Western Riverside County

1. Statement of work:

Contractor hereby agrees to comply with the Riverside Office on Aging policies and procedures that are based on Title 22 California Code of Regulations, Division 1.8 California Department on Aging.

2. Geographical area served

TAG	SUBGROUP
3	Kay Cenicerros Community Center
3	City of Perris Nutrition
3	Mead Valley Community Complex
3	Desert Hot Springs Senior Center
3	Moreno Valley Center
5	Banning Senior Center
6	Alessandro Nutrition
6	San Jacinto Senior Center
3	Calimesa Senior Center
2	Norton Younglove Community Center
5	James A Venable (Cabazon) Community Center
3	Hemet/Simpson Center

3. **Congregate meals program:**

- A. Number of annual units of service 93,072 @ \$5.25
Varies (new seniors are added ongoing but
- B. Number of new seniors to be served many drop as well)
- C. Meals are provided 5 days a week
- D. Meals are provided 250 days a year
- E. Total number of volunteers 164
- F. Suggested eligible participant donation \$3.00
- G. Non-eligible fee per meal \$5.00
- H. Attach a copy of your donation policy

On the next page list all congregate nutrition sites, including address, telephone number, staff person, hours of operation, type of food preparation, projected annual number of meals and projected annual site costs.

ATTACHMENT A

<p>Site: <u>Banning Nutrition</u> Address: <u>769 N San Gorgonio Ave</u> <u>Banning, CA 92220</u> Phone #: <u>951-849-1920</u> Staff person: <u>Isabel Madrigal</u> Hours of Operation: <u>6:00 AM – 1:30 PM</u> Number of meals: <u>595</u> Annual site costs: _____</p>	<p>Site: <u>Cabazon Nutrition</u> Address: <u>50390 Carmen Ave</u> <u>Cabazon, CA 92230</u> Phone #: <u>951-922-1097</u> Staff person: <u>Miriam Miranda</u> Hours of Operation: <u>11:30 AM – 12:30 PM</u> Number of meals: <u>169</u> Annual site costs: _____</p>
<p>Site: <u>Calimesa Nutrition</u> Address: <u>908 Park Ave</u> <u>Calimesa, CA 92320</u> Phone #: <u>909-446-1071</u> Staff person: <u>Patsy Bartley</u> Hours of Operation: <u>10:30 -12:00 PM</u> Number of meals: <u>384</u> Annual site costs: _____</p>	<p>Site: <u>San Jacinto</u> Address: <u>625 S. Pico Ave.</u> <u>San Jacinto, CA 92583</u> Phone #: <u>951-654-2054</u> Staff person: <u>Mary Beltran</u> Hours of Operation: <u>10:30 – 1:30</u> Number of meals: <u>577</u> Annual site costs: _____</p>
<p>Site: <u>Desert Hot Springs</u> Address: <u>11-777 West Dr.</u> <u>Desert Hot Springs, CA</u> <u>92240</u> Phone #: <u>760-329-0222</u> Staff person: <u>Darlene O'Donnell</u> Hours of Operation: <u>6:00 AM – 1:00 PM</u> Number of meals: <u>966</u> Annual site costs: _____</p>	<p>Site: <u>Highgrove Nutrition</u> Address: <u>495 Center St</u> <u>Riverside, CA 92507</u> Phone #: <u>951-341-6634</u> Staff person: <u>Laila Santamaria</u> Hours of Operation: <u>11:30 AM – 1:00 PM</u> Number of meals: <u>469</u> Annual site costs: _____</p>
<p>Site: <u>Kay Cenicerros</u> Address: <u>29995 Evans Rd</u> <u>Menifee, CA 92586</u> Phone #: <u>951-679-0119</u> Staff person: <u>Sheryl Husk</u> Hours of Operation: <u>10:30 AM – 1:30 PM</u> Number of meals: <u>813</u> Annual site costs: _____</p>	<p>Site: <u>Mead Valley</u> Address: <u>21091 Rider St</u> <u>Perris, CA 92570</u> Phone #: <u>951-657-0686</u> Staff person: <u>Cesar Navarrete</u> Hours of Operation: <u>11:00 AM – 12:00 PM</u> Number of meals: <u>219</u> Annual site costs: _____</p>
<p>Site: <u>Moreno Valley</u> Address: <u>25075 Fir Ave</u> <u>Moreno Valley, CA 92553</u> Phone #: <u>951-247-1667</u> Staff person: <u>Darlene Rizzo</u> Hours of Operation: <u>10:30 AM – 1:30 PM</u> Number of meals: <u>1075</u> Annual site costs: _____</p>	<p>Site: <u>Perris Community Center</u> Address: <u>100 North D St</u> <u>Perris, CA 92570</u> Phone #: <u>951-943-4190</u> Staff person: <u>Rose Quiones</u> Hours of Operation: <u>11:30 AM – 12:30 PM</u> Number of meals: <u>243</u> Annual site costs: _____</p>

ATTACHMENT A

Site:	Alessandro Nutrition	Site:	Hemet/Simpson Center
Address:	21801 Alessandro Moreno Valley, CA 92553	Address:	305 E. Devonshire Ave. Hemet, CA 92543
Phone #:	951-342-3057	Phone #:	951-652-3212
Staff person:	Dave Renno	Staff person:	Dave Renno
Hours of Operation:	6:00 AM – 1:00 PM	Hours of Operation:	11:00 AM – 11:30 AM
Number of meals:	1003	Number of meals:	1003
Annual site costs:		Annual site costs:	

4. Do you provide transportation to and from nutrition sites for your customers?
 Yes No

If yes, have any of the vehicles used to transport customers to and from the nutrition sites been purchased with older Americans Act funds?
 Yes No

Please list all vehicles paid for with older Americans Act funds by model, make, year and mileage as of May 2011.

MODEL	MAKE	YEAR	MILEAGE
Frontier	Nissan	2003	105,500
Focus	Ford	2003	98,600
PT	Chrysler	2008	28,950
PT	Chrysler	2008	185,350

5. Nutrition education programs are to be provided at least once quarterly at each nutrition site and are planned, approved, and coordinated by a qualified dietitian. These programs may include demonstration, audiovisual presentation, lecture or small group discussions.

Total number of presentations 1 per quarter per site
 Annual cost \$2,000
 Name of registered dietitian Teri Rubio
 License number R840190 Expiration date: 8/31/2011

6. **Home delivered meals program:**

- A. Number of annual units of service 134,866 @ \$5.25
- B. Number of new seniors to be served Varies
- C. Meals are delivered 5 days a week
- D. Meals are provided for 5 - 7 days a week
- E. Meals are provided 365 days a year
- F. Total number of volunteers 246
- G. Suggested eligible participant donation \$3.00

On the next page list the sites, including address and telephone number, where home delivered meals are prepared.

ATTACHMENT A

Site: Banning Nutrition Address: 769 N San Gorgonio Ave Banning, CA 92220 Phone #: 951-849-1920	Site: Desert Hot Springs Address: 11-777 West Dr Desert Hot Springs, CA Phone #: 760-329-0222
Site: Alessandro Nutrition Address: 21801 Alessandro Moreno Valley, CA 92553 Phone #: 951-342-3057	Site: Kay Cenicerros Address: 29995 Evans Rd Menifee, CA 92586 Phone #: 951-679-0119
Site: Moreno Valley Address: 25075 Fir Ave Moreno Valley, CA 92553 Phone #: 951-247-1667	Site: San Jacinto Address: 625 S Pico Ave San Jacinto, CA 92583 Phone #: 951-943-4190
Site: Address: Phone #:	Site: Address: Phone #:
Site: Address: Phone #:	Site: Address: Phone #:

7. List the routes for each site and number of miles per day for each route.

ROUTE	MILES	ROUTE	MILES
Sun City Rte 1	6	Perris Rte 1	36
Sun City Rte 1A	13	Perris Rte 3	41
Sun City Distance	23	San Jacinto East	32
Sun City Rte 1C	10	San Jacinto West	34
SunCity/Canyon Lake	23	Calimesa Rte 1	7
Moreno Valley Rte 1	26	Calimesa Rte 2	8
Moreno Valley Rte 2	12	Calimesa Rte 3	10
Moreno Valley Rte 3	8	Banning Rte 1	35
Moreno Valley Rte 4	6	Banning Rte 2	42
Moreno Valley Rte 5	10	Banning Rte 3	23
Moreno Valley Rte 6	6	Desert Hot Springs	65
Hemet Rte A	17	Cathedral City	60
Hemet Rte G	35	Tri Palms	50
Hemet Rte C	7	Palm Springs	60
Hemet Rte D	11		
Hemet Rte VV	6		
Hemet Rte F	5		
Calimesa Rte 3	10		
Mead Valley	40		

ATTACHMENT A

8. Number of paid drivers in program.
20

9. Number of volunteer drivers in program
37

Are volunteers reimbursed for using their own vehicle to deliver meals?

Yes No

If yes, how much per mile? .40

10. Have any of the vehicles used to deliver home delivered meals been purchased with Older Americans Act funds?

Yes No

If yes, please list those vehicles by model, make, year and mileage as of May 2011.

MODEL	MAKE	YEAR	MILEAGE
See page 3 of 6			

11. Nutrition counseling provides eligible persons individual dietary counseling by a Registered Dietitian which relates to normal nutritional needs. Nutrition counseling may be made either in person or by telephone. If medical nutrition therapy is provided, a physician's order is required.

Total number of service units Varies

Total number of seniors to be served Varies

Cost per Contact \$50

Name of registered dietitian Teri Rubio

License number R840190 Expiration date: 8/31/2011

12. List, or attach a copy of other services you will provide, either directly, or in partnership, to enhance senior nutrition services.

ATTACHMENT A

13. Please attach a copy of the following:

- a) Plan for:
 - i) Targeting the frail elderly and minority
 - ii) In service staff training
 - iii) Internal monitoring schedule
 - iv) Congregate nutrition education
 - v) Nutrition counseling plan

- b) Copy of your:
 - i) Disaster plan
 - ii) Grievance procedure

- c) Provider subcontractors:
 - i) Subcontractor agreement(s), and
 - ii) Monitoring schedule for subcontractor, including monitoring dates, staff assigned to conduct monitoring, and monitoring tool utilized.

FSA Senior Nutrition
Staff/Volunteer Training Plan
2010/2011

✓ Nutrition Training July 2010 Menu Substitutions	Safety Summer Heat	Additional Training Policy and Procedures
✓ August 2010 Proper use of gloves Aprons and hairnets	Slips trips falls	Complaints and Incidents
* September 2010 Food Safety Food Borne Illnesses	Preventing Cuts	Driver Training
October 2010 HACCP Principles	Proper Fruit Vegetable Washing	CPR/First Aid/Choking
* November 2010 Kitchen Sanitation	Preventing Burns	Holiday Meal Planning
December 2010 Preparation of Foods	Accident Prevention	Hard to Handle Clients
* January 2011 Food Temperature Control	Safety Awareness	Elder Abuse Confidential
February 2011 Handling leftover food procedures	Correct Dress Code	Hairnets Policy
March 2011 Documentation and Inspection readiness	Earthquake safety preparedness	Serve Safe Training
April 2011 Cleaning Stoves & Vents	Hazardous Materials	Annual DVD Training
* May 2011 Infection Control	Food Safety Facts	(Driver DMV printout ins.)
June 2011 Sanitation of all	First Aid Tips	Volunteer Auditing of

* = dietician will be teaching

Food Safety and Sanitation Checklist			
F-tags	Review	Yes	No
364	1. Is hot food that leaves the kitchen at a temperature above 140°F?		
	2. Is cold food that leaves the kitchen at a temperature below 41°F?		
370	1. Does the facility appear in sound condition, without filth or contamination?		
	2. Is food purchased from a reputable and approved source?		
	3. Do refrigerators have thermometers?		
	4. Are the refrigerator temperatures monitored and recorded?		
	5. Do freezers have thermometers?		
	6. Are the freezers temperatures monitored and recorded?		
	7. Has the manager scheduled deliveries at off-peak times?		
	8. Do refrigerators and freezers have adequate space?		
	9. Is food inspected before it is placed into storage?		
	10. Are potentially hazardous foods (PHFs) received at a temperature of 41°F or below?		
	11. Is frozen food received at a temperature of 0°F or below?		
	12. Is modified atmospheric packaging inspected for time/temperature abuse?		
	13. Does the facility identify food not stored in its original container by its proper name?		
371	1. Is a first in, first out (FIFO) storage system utilized?		
	2. Is the dry storage cool, 50°F-70°F?		
	3. Is the dry storage well lighted?		
	4. Are thermometers calibrated on a routine basis?		
	5. Are thermometers properly sanitized before using?		
	6. Are food temperatures in storage areas monitored and recorded?		
	7. Are all foods covered, labeled and dated?		
	8. Are all food stored off the floor?		
	9. Are the storage areas monitored for cleanliness?		
	10. Are the storage areas organized?		
	11. Are food and nonfood items stored separately		
	12. Are food bins clean and labeled, with no scoops inside?		
	13. Are PHFs handled in a sanitary manner?		
	14. Is hot food held at or above 140°F?		
	15. Is cold food held at or below 41°F?		
	16. Does the facility thaw foods properly?		
	17. Are the refrigerators clean inside and out?		
	18. Are the freezers clean inside and out?		
	19. Are leftovers handled properly?		
	20. Is food transported in a safe manner?		
	21. Is food at least 6" off the floor?		
	22. Is food at least 18" from the ceiling?		
	23. Are raw animal foods separated from raw or ready-to-eat foods?		

	24. Are utensils, surfaces, and equipment cleaned and sanitized after each use?		
	25. Does the staff work to prevent cross contamination?		
	26. Are scoops or tongs used when serving ice? Are these stored outside the ice maker?		
371	1. Do employees thoroughly wash their hands and exposed arms before starting work and as often as necessary?		
	2. Is the work area clean and organized?		
	3. Are hand-washing sinks designated?		
	4. Are employees eating only in designated areas?		
371	1. Are food contact surfaces smooth, easily cleaned, and free of breaks, seams, cracks, chips, and pits?		
	2. Is the toaster clean?		
	3. Is the slicer clean?		
	4. Is the mixer clean?		
	5. Is the can opener clean?		
	6. Is the coffee machine clean?		
	7. Is the range/oven clean?		
	8. Is the hood professionally cleaned on a routine basis?		
	9. Is a cutting board used?		
	10. Are the carts clean? Are the wheels clean?		
	11. Is the steam table clean?		
	12. Is the microwave clean?		
	13. Is the fryer clean?		
	14. Are hoods and vents used?		
	15. Is the 3-sink area utilized correctly (including checking sanitizer)?		
	16. Is the dishwashing area clean?		
	17. Are dish-machine temperatures adequate?		
	18. Is the pot-and-pan area clean?		
	19. If a low-temperature machine is used, is the chemical adequate and recorded?		
	20. Are cleaning cloths stored in sanitizing solution between uses (check pH)?		
	21. Are food-prep equipment, utensils, and dishes effectively sanitized and cleaned and stored properly?		
	22. Are dishes free of stains and dirt?		
	23. Are dishes air dried and stored dried?		
	24. Are potable and no-potable water systems connected in accordance with state/local laws?		
372	1. Are garbage containers covered unless in use?		
	2. Are mops stored properly?		
469	1. Is the facility free of evidence of insects or pests?		
	2. Are outside openings protected against pests?		
	3. Are floors, walls, and ceilings clean and in good repair?		

Comments:

_____ out of 74

Threshold: _____ % **Expected threshold:** _____ %

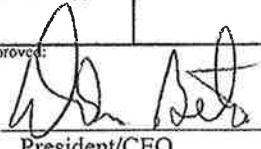
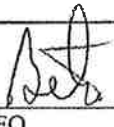
Facility: _____

Completed by: _____ **Date:** _____

Review Date 6/08
G-0621



Family Service Association

POLICY AND PROCEDURE	Page: 1	Number:	ASE 7.01-.04
	Effective Date(s):	Deletion Date/Signature	Supersedes No./Date
Subject: Agency-wide Emergency Response Preparedness Plan	Approved:   8-18-09 President/CEO Date		

PURPOSE:

To provide an agency-wide emergency response preparedness plan that coordinates and plans for emergency situations.

REFERENCES:

COA Administrative and Service Environment Standard ASE 7.01 - .04 and FSA Policies G5.7.05, G5.7.01, G5.1.03, G52.04, G5.6.03, G5.6.01, G5.7.04, G5.7.07, and Site Emergency Disaster Plan forms.

POLICY:

FSA recognizes the importance of Emergency Response to our Community Members and strives to recognize and prepare for potentially life-threatening conditions to our clients, staff, and volunteers. All agency locations shall participate in each step of the Agency-wide Emergency Response Preparedness Plan in order to meet emergency needs and preparedness. .

PROCEDURE:

Step 1: All agency locations shall be equipped with a Site Emergency Disaster Plan that is updated every quarter or as staff-turnover happens, whichever occurs first. The Site Disaster plan shall include relevant information to safety practices and emergency planning such as specific assignments to staff which includes positions such as the staff that coordinates with local, state, federal government authorities, the Governing Board, the Media and other public relations. A second staff member shall take the position of coordinating with emergency responders (also know as the staff that completes direct evaluation and Liaison). A third position shall be filled to complete such tasks as coordination and communication with service recipients and accounting for the whereabouts of staff and service recipients (also known as the person count/documentation personnel). A fourth position shall include a staff member in charge of evacuation of person's with mobility challenges and other special needs while also completing the task of relocating service recipients. Another position such as First Aid/CPR assistance shall be given to current and certified personnel (usually the Safety Officer from each site).

Step 2: Each department location shall have a Safety Officer. The Safety Officer shall be the liaison between their site and FSA's Governing Board and administrative department, thus being responsible for transferring "safety" information to and from staff at their site. The Safety Officer will also be in charge of attending monthly Safety meetings, completing quarterly CQI site evaluations, monthly site inspections, tracking of incident/complaints on site, reporting safety information to staff at monthly

staff meetings, ensuring FSA's health and safety procedures are implemented at their site, as well as maintaining First Aid and emergency supplies, manuals, and emergency contact information/numbers; and finally the Safety officer shall be in charge of updating the site emergency disaster plan.

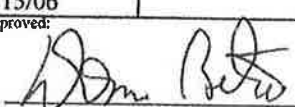
Step 3: All agency locations shall be prepared with a "Secondary Base of Operation" which will provide as a local temporary work site in the event of facility closure due to an emergency. The staff in charge of coordinating with Media and the Public shall notify parents, guardians, the general public, as well as FSA administration and the Governing Board of the change of location due to the emergency, as well as the emergency specifics. Completion of transfers from original site to the Secondary Base of Operation shall be taken into consideration to include the needs of evacuating persons with mobility challenges and other special needs (for example seniors and children). FSA recognizes the importance of providing special assistance to certain populations and will take every step possible to ensure proper, and considerate, care and transportation of all clients with and without special needs.

Step 4: All FSA personnel (and volunteers when possible) shall be trained on how to respond to medical threats and emergencies. These threats and emergencies can include but are not limited to: high risk situations, accidents, serious illness, fire, medical emergencies, water emergencies, natural disaster, emergencies associated with outdoor activities, hostage situations, bomb threats, unlawful intrusion, physical assault and other life threatening conditions as associated with clientele.

Step 5: FSA shall participate in a local VOAD (Voluntary Organizations Active in Disaster), to become prepared for long-term disaster care as well as provide services to the local community when disaster strikes.



Family Service Association of Western Riverside County

POLICY AND PROCEDURE	Page: 1 of 2	Number: G1	G1.8
	Effective Date(s): 1/15/06	Deletion Date/Signature	Supersedes No./Date 9/16/94
Subject: Grievance Policy and Procedure - Clients	Approved:  President/CEO		
		Date 2-7-06	

PURPOSE:

To provide a means for resolving any dispute, difficulty or complaint that may arise out of the interpretation, application or claimed breach of Family Service Association's written policies and procedures with regards to clients.

ATTACHMENTS:

Complaint Form, Complaint Response Form, Client Grievance Form

POLICY:

Clients shall have the right to file a written grievance in such instances where there is an alleged serious breach of agency policy or procedures and/or in situations where the minor "Complaint form" process has failed to resolve an issue.

General and/or minor client complaints are handled through the "Complaint form" process. Formal Grievance Processes are not initiated until the minor "Complaint" process has failed to resolve the issue and/or the Grievated event or issue is of such magnitude (such as alleged discrimination, alleged impropriety, questionable appropriateness of treatment, etc.) that the "Complaint" process would not reasonably resolve the issue being grievated.

PROCEDURE:

Client Complaint/Grievance Process Procedures:

Clients receive written information about the Agency Grievance Policy at time of intake. A copy of the Agency Grievance Policy is also posted at each FSAWRC site for easy client reference. The primary purpose of the grievance policy is to allow for resolution of client complaints as quickly, efficiently and as close to the problem as is possible. Therefore clients are instructed to utilize the complaint procedures at the program site prior to initiating a formal grievance process whenever possible.

Informal Complaint Process:

Clients are instructed to contact their primary staff person or program director if they are not satisfied with the services rendered. This contact may be made through a verbal conversation or through the utilization of a "Complaint Form" process. If clients are not satisfied with the response from the program director, then they are instructed to contact the Department Director or Vice President of Child Development (if child development client). The Department Director or Vice President will attempt to resolve the grievance within three (3) business days. If clients are still not satisfied with the response from the Department Director or Vice President, they are instructed to contact the Executive Vice President. The Executive Vice President will then attempt to resolve the grievance within three (3) business days.

Formal Grievance Process Commences:

If they remain unsatisfied they may then file a written grievance to the attention of the President/CEO of Family Service Association and a formal grievance process will commence. Clients may choose to utilize the Client Grievance Form to file their written grievance to the attention of the President/CEO. Complaint Forms and Client Grievance Forms are available at the front reception desk of every FSA site.

The President/CEO of Family Service Association will investigate the matter and may meet with the parties involved. A decision will be rendered within five (5) working days.

If still unresolved, the client must notify the President/CEO in writing of their desire to continue the Grievance within five (5) business days of their receipt of the decision. If no request to continue the Grievance is received within five (5) business days the grievance is deemed resolved. If a continuance request is received within the five (5) business days, then the President/CEO has five (5) working days to present the written case to the Board of Directors Grievance Committee which is composed of members of the Executive Committee, the Personnel committee or a combination of both.

The Grievance Committee will convene within two (2) weeks to hear the case. A decision, which is final and binding, will be rendered in writing within five (5) days after the committee's final decision.

Family Service Association
Client Formal Grievance Form

Instructions: This form is to be used in conjunction with the Grievance Policy and Procedure – Clients. That policy is posted for client review at each FSA site. Minor complaints should be handled through the informal complaint process as described in the above mentioned policy. Formal Grievance is reserved for issues not able to be resolved adequately through the Informal Complaint Process or for serious breaches of FSA policies and procedures with regard to client services. If you have questions about whether or not this is the appropriate form and process for your situation you may contact FSA Administration at (951) 686-1096 for assistance. This form is submitted to: Family Service Association; To the attention of: President/CEO; 21250 Box Springs Road, Suite 212; Moreno Valley, CA 92557; (951) 686-5382 Fax.

Date: _____ **Time:** _____

Client Name: _____

Client Address: _____

Client Phone: _____

FSA Site/Program where client receives services: _____

Has there been any attempt to resolve this issue through the Informal Complaint Process?

Circle one: YES NO

Name of individual (s) involved in situation being grieved:

Description of situation being grieved:

What resolution or action are you requesting:

Client or Client's Legal Guardian signature

Date

**AGREEMENT
FOR NUTRITION CONSULTATION SERVICES
BETWEEN
FAMILY SERVICE ASSOCIATION**

And

Terri Rubio, MPH, RD (Dietitian Consultant)

Whereas, FSAWRC is desirous of Securing Nutrition Consultation Services,

Whereas, Consultant is able/willing to provide services as desired by FSA,

As such both parties are in agreement with the following condition:

- 1) Consultant shall provide, as requested by the FSA President and/or Nutrition Director Consultant services such as, but not limited to, monthly review of menus, quarterly nutrition education presentations, nutrition counseling/assessment to clients, and ad hoc staff consultations as requested.
- 2) Consultant shall be available to provide presentations and counseling at FSA and/or Client locations. All other activities may be rendered from these sites or other sites convenient to the consultant.
- 3) Consultant shall provide quarterly kitchen inspections throughout San Bernardino County.
- 4) Consultant will be supportive and helpful to FSA staff, and also be as directed by FSA staff shall be responsive to interaction with FSA contractors, sub-contractors, and funding sources.
- 5) Consultant shall maintain Registered Dietitian status in good standing, and provide evidence of such.
- 6) Consultant shall operate as an independent contractor for purposes of this agreement, and at no time shall the Consultant be construed as an employee of FSA.
- 7) The Term of this agreement shall commence on September 1, 2010, and shall be in effect until June 30, 2011, but may be terminated with 15 days notice by either party.
- 8) Consultant shall be reimbursed at a rate of \$50.00 per hour for services rendered. Consultant shall submit a Consultation log on the 30/31 of each month, and shall be reimbursed by the 15th of the following month.

The aforementioned is hereby agreed to, by

<i>Terri Rubio, MPH, RD</i> _____ Consultant	8/31/10 _____ Date
<i>[Signature]</i> _____ President / CEO	8/31/10 _____ Date

840190 _____ RD License #	8/31/2011 _____ Expiration Date
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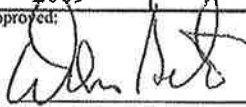
Provider Subcontractor Monitoring Schedule

Riverside County Sites

Banning	July 2010, October, 2010, January 2011, April 2011	Teri Rubio See attachment
James A. Venable	August 2010, November 2001, February 2011, March 2011	Teri Rubio See attachment
Calimesa	September 2001, December 2010, March 2011, June 2011	Teri Rubio See attachment
Desert Hot Springs	July 2010, October 2010, January 2011	Teri Rubio See attachment
Hemet	August 2010, November 2001, February 2011, March 2011	Teri Rubio See attachment
Norton Younglove	September 2001, December 2010, March 2011, June 2011	Teri Rubio See attachment
Kay Cenicerros	July 2010, October 2010, January 2011	Teri Rubio See attachment
Mead Valley	August 2010, November 2001, February 2011, March 2011	Teri Rubio See attachment
Moreno Valley	September 2001, December 2010, March 2011, June 2011	Teri Rubio See attachment
City of Perris	July 2010, October 2010, January 2011	Teri Rubio See attachment
San Jacinto	August 2010, November 2001, February 2011, March 2011	Teri Rubio See attachment
Alessandro	September 2001, December 2010, March 2011, June 2011	Teri Rubio See attachment



Family Service Association

POLICY AND PROCEDURE	Page: 1	Number:	
Senior Nutrition	Effective Date(s): August 11, 2009	Deletion Date/Signature	Supersedes No./Date
Subject: Donations	Approved:  8-20-09 President/CEO Date		
<p>Policy:</p> <p>FSA Senior Nutrition Department will insure that all donations are handled in a confidential manner.</p> <p>Reference: Contract Requirement from Office on Aging and Department of Adult and Aging Services.</p> <p>Procedure:</p> <p>At each site there will be a suggested donation rate of 3 dollars. The donation can be placed confidentially in a donation box. If a client request change, all volunteers and staff will be required to return change for the full amount given. At the end of each day the money will be collected and counted. The money will then be sent to the accounting department.</p> <p>For home delivered meals, drivers will collect confidential envelopes. At the last stop for the day, the driver will give all donation envelopes to the site supervisor. The donations will then be counted and sent to the accounting department.</p>			

**ATTACHMENT B
ALLOCATION**

ATTACHMENT B

**Contracts for Services Fiscal Year 2011/2012
Vendor #5799**

Provider	Funding Source	Project/Grant Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	Federal Funds	State	Total Contract Amount per Provider	
Family Service Association of Western Riverside County 21250 Box Springs Road, Suite 212 Moreno Valley, CA 92557	OAS1193FY12	Community Based	ADCRC	Reimbursement	n/a	n/a	Expenses	\$0.00	\$0.00	\$0.00	
	OA60547FY12	Title III B Adult Day Care	Attendance (1hour)	1 hour	93.044	1,541	\$12.50	\$19,259.00	\$0.00	\$0.00	
	OA60547FY12	Title III E Caregiver Support	Counseling	1 hour	93.052	320	\$27.10	\$8,680.00	\$0.00	\$0.00	
	OA62721FY12	Title III E Caregiver Support	Caregiver Training	1 Contact	93.044	401	\$44.93	\$18,000.00	\$0.00	\$0.00	
	OA62834FY12	Title III E Respite	Respite Care Services (day care)	1 Hour	93.052	782	\$12.78	\$10,000.00	\$0.00	\$0.00	
	OA61051FY12	Title III C1 Congregate Nutrition	Meals	1 Meal Served	93.045	65,714	\$5.25	\$345,000.00	\$80,983.00	\$0.00	
	OA61051FY12	Title III C1 NSIP	Meals	1 Meal Served	93.053	10,692	\$5.25	\$56,133.00	\$0.00	\$0.00	
	OA60451FY12	Title III C2 Home-Delivered Nutrition	Meals	1 Meal Served	93.045	95,782	\$5.25	\$502,854.00	\$79,192.00	\$0.00	
	OA60451FY12	Title III C2 NSIP	Meals	1 Meal Served	93.053	22,202	\$5.25	\$116,561.00	\$0.00	\$0.00	
	Total									\$1,076,487.00	\$160,175.00

**ATTACHMENT C
BUDGET**

COUNTY OF RIVERSIDE
 OFFICE ON AGING
 CONTRACTOR BUDGET
 Fiscal Year 2011/2012

Vendor #: 5799

CONTRACT PROVIDER:
 PROGRAM/ACTIVITY: Title IIIC1 - Congregate Meals

NARRATIVE	CONTRACT FUNDS	CASH MATCH	IN-KIND MATCH	PROGRAM INCOME	NON CASH MATCH	NON IN-KIND MATCH	INDIRECT COSTS	TOTAL
PERSONNEL								
Program & Service Personnel	120,726.67		53,569.00	25,301.00	16,703.00	28,679.00		\$244,978.67
Admin & Clerical Personnel	39,687.92			6,336.00	5,379.00			\$51,402.92
								\$0.00
Subtotal Personnel	160,414.59	0.00	53,569.00	31,637.00	22,082.00	28,679.00	0.00	\$296,381.59
FRINGE BENEFITS								
Taxes: Program & Service	21,186.12			4,421.00	3,007.00	13,640.00		\$42,254.12
Taxes: Admin & Clerical	4,336.28			1,573.00	668.00			\$6,577.28
Benefits: Program & Service	14,722.47			3,071.00	2,089.00	9,479.00		\$29,361.47
Benefits: Admin & Clerical	3,014.51			1,094.00	464.00			\$4,572.51
Subtotal Fringe Benefits	43,259.38	0.00	0.00	10,159.00	6,228.00	23,119.00	0.00	\$82,765.38
SERVICE AND SUPPLIES								
Accounting:	1,878.72			367.00				\$2,245.72
Staff Training and Travel:								\$0.00
Equipment/Furniture								\$0.00
Contracts/Consultants	950.80			187.00	604.00			\$1,741.80
Telephone:	3,422.28			543.00				\$3,965.28
Postage:	33.82			25.00				\$58.82
Advertising:				72.00				\$72.00
Rent:	15,045.71			1,716.00	4,708.00			\$21,469.71
Insurance:	6,323.41			721.00	1,979.00			\$9,023.41
Utilities:	435.62			49.00	136.00			\$620.62
Repair	3,457.09			647.00				\$4,104.09
Copying/Printing/Office Supplies	1,316.80			297.00				\$1,613.80
Other:								\$0.00
Misc.	1,296.91			221.00				\$1,517.91
Raw Food Cost	212,301.79			33,021.00	6,000.00			\$251,322.79
Kitchen/Dining Supplies	25,929.18			4,161.00				\$30,090.18
Fuel	6,049.90			493.00				\$6,542.90
								\$0.00
Subtotal Service and Supplies	\$278,442.03	\$0.00	\$0.00	\$42,520.00	\$13,427.00	\$0.00	\$0.00	\$334,389.03
TOTAL COSTS	\$482,116.00	\$0.00	\$53,569.00	\$84,316.00	\$41,737.00	\$51,798.00	\$0.00	\$713,536.00

CONTRACT PROVIDER:
PROGRAM/ACTIVITY: Title IIIC2 - Home Delivered Meals

NARRATIVE	CONTRACT FUNDS	CASH MATCH	IN-KIND MATCH	PROGRAM INCOME	NON CASH MATCH	NON IN-KIND MATCH	INDIRECT COSTS	TOTAL
PERSONNEL								
Program & Service Personnel	191,265.77		85,292.00	3,198.00	37,259.00	76,507.00		\$393,521.77
Admin & Clerical Personnel	53,199.81			5,427.00	7,868.00			\$66,494.81
								\$0.00
Subtotal Personnel	244,465.58	0.00	85,292.00	8,625.00	45,127.00	76,507.00	0.00	\$460,016.58
FRINGE BENEFITS								
Taxes: Program & Service	28,989.78			2,809.00	2,655.00	31,827.00		\$66,280.78
Taxes: Admin & Clerical	9,228.24			0.00	749.00			\$9,977.24
Benefits: Program & Service	20,102.82			1,951.00	1,845.00	22,117.00		\$46,015.82
Benefits: Admin & Clerical	6,455.22			0.00	520.00			\$6,975.22
								\$0.00
Subtotal Fringe Benefits	64,776.06	0.00	0.00	4,760.00	5,769.00	53,944.00	0.00	\$129,249.06
SERVICE AND SUPPLIES								
Accounting:								\$0.00
Staff Training and Travel:								\$0.00
Equipment/Furniture								\$0.00
Contracts/Consultants	4,941.75							\$4,941.75
Telephone:	7,159.62							\$7,159.62
Postage:	121.95							\$121.95
Advertising:								\$0.00
Rent:	6,468.87			5,765.00	11,769.00			\$24,002.87
Insurance:	1,973.97			1,975.00	4,030.00			\$7,978.97
Utilities:	164.73			158.00	322.00			\$644.73
Repair	7,096.83							\$7,096.83
Copying/Printing/Office Supplies	1,892.97							\$1,892.97
Other:								\$0.00
Misc. - Mileage	18,699.48							\$18,699.48
Raw Food Cost	290,003.40			51,311.00	19,453.00			\$360,767.40
Kitchen/Dining Supplies	39,237.32							\$39,237.32
Fuel	11,604.47			1,456.00				\$13,060.47
								\$0.00
Subtotal Service and Supplies	\$389,365.36	\$0.00	\$0.00	\$60,665.00	\$35,574.00	\$0.00	\$0.00	\$485,604.36
TOTAL COSTS	\$698,607.00	\$0.00	\$85,292.00	\$74,050.00	\$86,470.00	\$130,451.00	\$0.00	\$1,074,870.00

ATTACHMENT D
CONTRACTED MEALS
C1 & C2

Attachment D

C.2

FSA

DATE	District 5 Banning	District 5 Callmesa	District 5 DHS	District 5 Hemet	District 3 Perris	District 1 Mead Valley	District 5 Moreno Valley	District 3 San Jacinto	District 3 Sun City	TOTAL	Amount per Month	From C-1	New Total
July	1031	760	1397	2559	806	121	1665	1550	1350	11238			
Aug	1031	760	1397	2559	806	121	1664	1550	1350	11238			
Sep	1031	760	1397	2559	806	121	1665	1550	1350	11239			
Oct	1031	760	1397	2559	806	121	1665	1550	1350	11239			
Nov	1031	760	1397	2559	806	121	1665	1550	1350	11239			
Dec	1031	760	1397	2559	806	121	1665	1550	1350	11239			
Jan	1031	760	1397	2559	806	121	1665	1550	1350	11239			
Feb	1031	760	1397	2559	806	121	1665	1550	1350	11238			
Mar	1031	760	1397	2559	806	121	1665	1550	1350	11239			
Apr	1031	760	1397	2559	806	121	1665	1550	1350	11238			
May	1031	760	1397	2559	806	121	1665	1550	1350	11239			
Jun	1031	760	1397	2559	806	121	1665	1550	1350	11239			
TOTAL	12372	9120	16764	30708	9671	1452	19879	18600	16200	134866			

**CERTIFICATE OF
INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

OPID KG
FAMIL-5

DATE (MM/DD/YYYY)

08/06/10

PRODUCER
 Alliant Insurance Services, Inc
 (Lic-0C36861)
 735 Carnegie Drive, Ste 200
 San Bernardino CA 92408
 Phone: 909-886-9861 Fax: 909-886-2013

INSURED
 Family Service Association;
 Family Svc Assoc Comm Housing
 Develop Organization; Family
 Service Corp Mission Villas
 Family Svc Assoc Child Develop
 21250 Box Springs Rd #212
 Moreno Valley CA 92557

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance	
INSURER B: Insurance Company of the West	
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	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROF LIAB <input checked="" type="checkbox"/> SEXUAL ABUSE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK593890 1,000,000/3,000,000 1,000,000/1,000,000	07/01/10	07/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EEBenefit 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded 1,000 <input checked="" type="checkbox"/> Coll Ded 1,000	PHPK593890 PHPK593890 PHPK593890	07/01/10 07/01/10 07/01/10	07/01/11 07/01/11 07/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	PHUB314322	07/01/10	07/01/11	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	WSD 5001804 01	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Property Section Special Form R/C	PHPK593890	07/01/10	07/01/11	Blnk Bldg \$13,891,311 Blnk BPP \$1,411,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Job: Operations pertaining to named insured for certholder.
 The Department of Aging, State of California, its officers, agents, employees and servants are add'l insd as respects gen'l liab per end't CG2026 0704, with respect to work performed for the State of California under this agreement. *30 day N O C except 10 day for non-payment of premium

CERTIFICATE HOLDER

RIVER-1
 Riverside County Office On Aging
 6296 River Crest Dr., Ste K
 Riverside CA 92507-0738

CANCELLATION

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

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

The Department of Aging, State of California, its officers, agents, employees, servants

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**BOARD RESOLUTION
STATEMENT AND
SIGNATURES**



"Family Strength is Community Strength"

Serving Since 1958

RESOLUTION

Board of Directors

Chair

Timothy Streeter

Vice Chair

Kitty Huang

Vice Chair

Lugena Wahlquist

Treasurer

Michael Ocasio

Secretary

Ellie Bennett

Members

Carla Lidner

Jane Block

Dave Demers

Jeff Rajcic

Irving Hendrick

Paul Jensen

John Thomas

Margaret Wild

Linda Wray

Paul Zellerbach

Be it hereby resolved by the Executive Board Committee members that Dom Betro, CEO and/or Veronica Dover, COO of Family Service Association be authorized to sign and enter into the Riverside County Office on Aging Contract for fiscal year 2011/2012.



Signature

Tim Streeter
Board Chair

5/17/11
Date

Executive Officers

Chief Executive Officer

Dom Betro

Chief Operating Officer

Veronica Dover

Controller

Deborah Starbuck



Family Service Association
Organizational Chart

01/2011

Board of Directors

CEO

Dom Betro, A.C.S.W.

Chief Operating Officer

Monica Dover, M.S. LMFT

Family Service Association

Chief Operating Officer

Judith Wood, M.A. Ed

Child Development Services

Mental Health/Counseling Services

Clinic Director

Maria Murillo, M.A. LMFT

EAP, HCP, Private Pay, First 5

Assistant Clinic Director

Vanessa Holm, M.S. LMFT

KIDS FIRST PROGRAM

Project Director, **Candy Curriel, M.A. MFTI**

Regional Manager, **Rian Marquez, M.A., LMFT**

Regional Manager, **Liliana Vargas, M.A., MFTI**

Consultants

Lou Bozzetti, M.D. Psychiatrist

Veronica Dover, LMFT

Donna Murphy, LMFT

Garry Raley, LMFT

Daniel DiBlasi, LMFT

Elvira Pan, LMFT

Support Staff

Lisa Gonzales, Clinic Operations Manager

Rene Rivera, Office Manager

Cecelia Diaz, Office Manager

Melissa Cortez, Office Manager

Juana Conlee, OA III

Natasha Huling, OA I

Robin Harris, OA I

Project Manager, Aaron Perez, M.A. MFTI

OACS Program

Program Manager, Heather Bryson, M.A. MFTI

Probation Youth Accountability, SOC

Program Coordinator, Robyn Freeman, B.A.

DPSS – Differential Response, In-Home

Administrative Supports

Office Support

Office Manager, Lorena Quintana

Office Assistant II, Stephanie Pazarin

Facilities

Operations Manager, Nicholas Tavaglione

Maintenance Supervisor, Chuck Mejia

Human Resources

(Legal, Personnel)

Director, Kathleen Vicario

Administrative Specialist, Isidra Guerrero

Operations Manager, Benefits, Laura Mejia

Office Manager, Gwene Patton

Child Development Services

Child Development Administration

Program Services Administrator

May Eslava, B.S.

Child Development Program Specialists

Noelia Acevedo, A.A.

Mary Hampton, B.A.

Janet McDonald, B.A.

Michelle Mirande,

Alessandro Child Development Center

Oralia Lozano

Alvord Child Development Center

Leslie Cox, A.S.

Arlanza Child Development Center

Vianca Hernandez, A.A.

Box Springs Child Development

Jacqueline Hinojosa, A.A.

Cabazon Child Development Center

Maria Felix

Hemet Child Development Center

Mary Hampton, B.A.

Cypress Child Development Center

Priscilla Johnson

Hemlock Child Development Center

Patricia Honbo, A.A.

Highgrove Child Development Center

Linda Aguinaga

La Sierra Child Development Center

Amelia Ibarra, A.A.

Magnolia Y Child Development Center

Monica Parga, B.S.

Mead Valley Child Development Center

Darlene Nunez, B.A.

Rubidoux Child Development Center

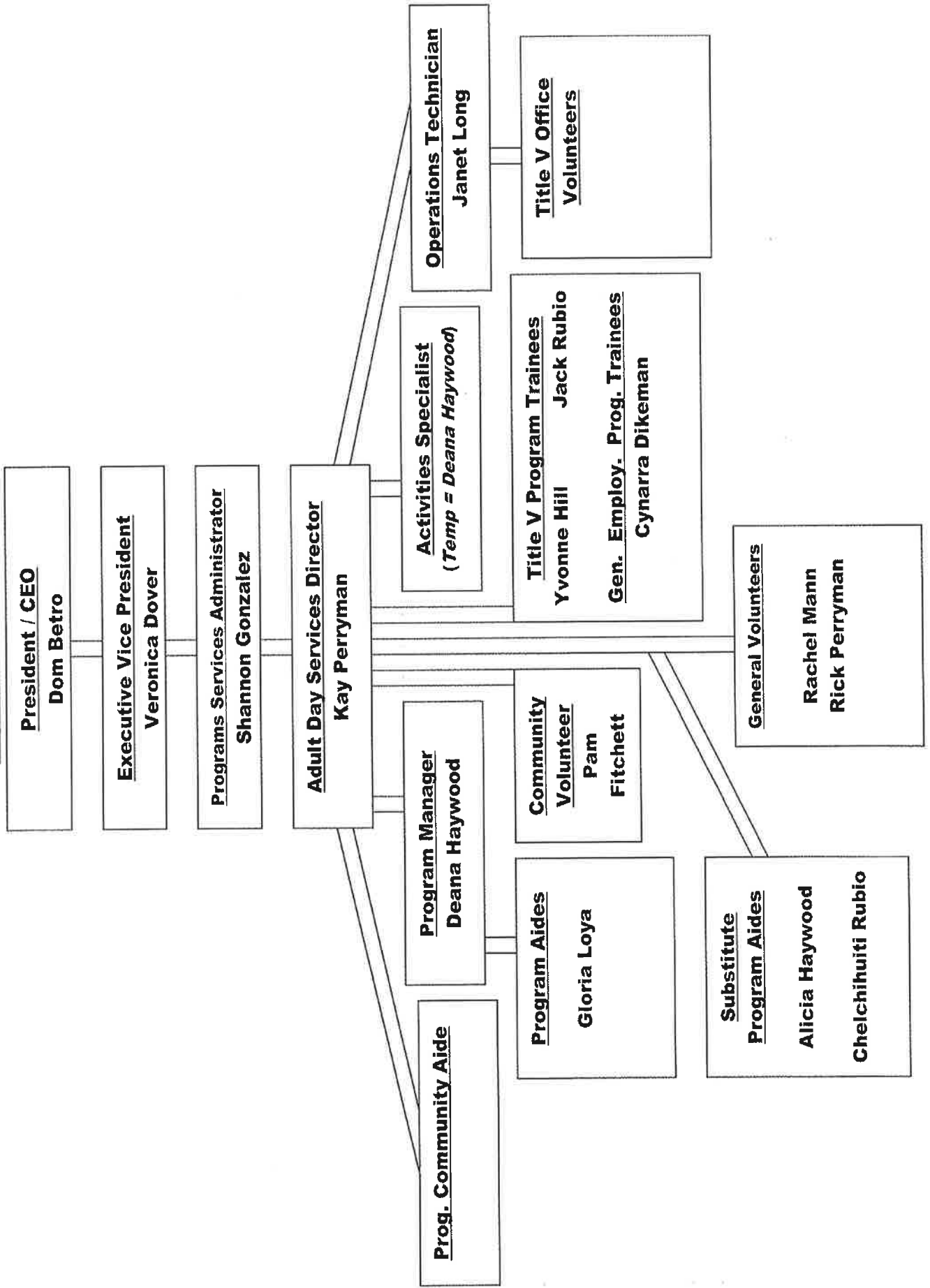
Mayra Reyes, A.A.

West Hemet Child Development Center

Teola Matthews, A.A.

ORGANIZATIONAL CHART

Daybreak Adult Day Services
Organization Chart



DAYBREAK

Job Description

Title: PROGRAM AIDE (Adult Day Services)

Qualifications:

- High school graduate or equivalent
- Certified Nurses Assistant (CNA) preferred
- Comprehend written and spoken English
- Desire to work with the target population served by the Center
- Current First Aid and CPR
- TB clearance
- Proof of California ID
- Background and Fingerprint Clearance
- Completion of formal or informal education sufficient to assure the ability to read and write English and to communicate at the level required for successful job performance

Duties/Responsibilities:

- 1) Assists other staff in carrying out program assignments.
- 2) Works in conjunction with other staff in relation to participant care, as assigned by Program Manager.
- 3) Responsible for order and cleanliness of the program areas and equipment.
- 4) Carry out assigned tasks as deemed necessary.
- 5) Provides personal care, such as toileting, bathing, feeding, transferring, dressing or grooming under the supervision of the Program Manager.
- 6) Assist the Activities Director in carrying out the activity program.
- 7) Assist other center staff in meal and snack serving.
- 8) Clears up and organizes program areas, including the cleaning of equipment.
- 9) Maintain documentation as needed.
- 10) Attends center staff meetings and in-service educational training programs.
- 11) Other duties as assigned.

Physical Requirements:

- Formal physical test to confirm physical ability to reach, bend, stoop, crouch, kneel, and grasp. Have full range of motion, and the ability to lift 50 lbs and to lift and transfer clients.

Report to: Program Manager

Salary: \$9.00 - \$11.00 per hour

Submit Resume/Application to:

Director of Human Resources
21250 Box Springs Road, Ste. 212
Moreno Valley, CA 92557
(951) 686-1096
(951) 686-5382 FAX

I, _____ have read the above job
(Print full name)
description and believe that, given my condition of health, I
am physically able to carry out the required duties and
responsibilities of the position.

Signature

Date



DAYBREAK

Job Description

Title: PROGRAM SPECIALIST or PROGRAM TECHNICIAN (Adult Day Services)

Qualifications:

- High School graduate or equivalent
- Two years experience in a social or recreational program, with one year in full-time employment in a patient activities program in a health care setting
- Experience with staff and caregiver training/education
- Flexible, initiative, creative and excellent organizational and time management skill
- Background and fingerprint clearance
- Physical and TB clearance
- Ability to provide physical and personal care
- Completion of formal or informal education sufficient to assure the ability to read and write English and to communicate at the level required for successful job performance

Duties / Responsibilities:

1. Responsible for providing adequate training of program staff.
2. Responsible to ensure sufficient staffing of center at all times.
3. Maintain all required documentation for contract services and client charts.
4. Provide guidance regarding dementia and behavior management needs to staff/clients/caregivers.
5. Receive Day Care Inquiry phone calls and visitors
6. Assists with participant care and other functional duties as needed.
7. Conducts assessments and ongoing documentation in all client files.
8. Maintain a healthy, safe and clean facility at all times.
9. Make recommendations to Program Director for maintenance needs.
10. Submits monthly reports to Program Director.
11. Make recommendations to Program Director for policy change.
12. Other duties as assigned by Program Director.

Physical Requirements:

1. Formal physical test to confirm physical ability to reach, bend, stoop, crouch, kneel, and grasp. Have full range of motion, and the ability to lift 50 lbs and to lift and transfer clients.

Report to: Program Director (Daybreak)

Salary: \$20,600 to \$30,900 per annum

Submit Resume/Application to:

Human Resources Director
21250 Box Springs Rd., Suite 212
Moreno Valley, CA 92557
(951) 686-1096
(951) 686-5382 Fax

I, _____ have read the above job
(Print full name)
description and believe that, given my condition of
health, I am physically able to carry out the
required duties of and responsibilities of the
position.

Signature

Date



DAYBREAK

Job Description

Title: PROGRAM MANAGER (Adult Day Services)

Qualifications:

- Bachelors Degree in Social Services, LVN, or substantial experience (with H.S. diploma or G.E.D.).
- Experience working with disabled elderly.
- Two years management, program development and personnel experience.
- Background and fingerprint clearance.
- Physical and TB clearance.
- CA Driver's License
- Live Scan clearance and Background check
- Completion of formal or informal education sufficient to assure the ability to read and write English and to communicate at the level required for successful job performance

Duties/Responsibilities:

1. Responsible for providing adequate training of all staff, including all in-services and training requirements.
2. Responsible to ensure sufficient staffing of center at all times.
3. Maintain all required documentation for contract services.
4. Responsible for provision of effective programs that assist participants to achieve their highest level of function possible.
5. Provide interventions with dementia and behavior management needs.
6. Meets all licensing and funding requirements. Need to meet facility staffing and client needs.
7. Conducts intakes and accepts clients into program with Program director's approval.
8. Assists with participant care and other functional duties as needed.
9. Create, implement and supervise intakes, assessments and ongoing documentation in all client files.
10. Maintain a healthy, safe and clean facility at all times.
11. Maintain all aspects of housekeeping of facility both inside and outside.
12. Make recommendations to program director for maintenance needs.
13. Provide community presentations and represent agencies at networking meetings and other public relations events.
14. Participate in marketing, recruitment and maintenance of clients.
15. Provide counseling and training services to caregivers.
16. Collection of raw data with submission to Program Director monthly
17. Make recommendations to Program Director for policy changes.
18. Maintains adequate management coverage of facility.
19. other duties as assigned by Program Director.

Report to: Department Director

Salary: \$32,000 - \$44,000 per annum

Submit Resume/Application to:

Director of Human Resources
21250 Box Springs Road, Ste 212
Moreno Valley, CA 92557
(951) 686-1096
(951) 686-5382 (fax)

I, _____ have read the above job
(Print full name)
description and believe that my current health and abilities will
allow me to carry out the above listed duties and responsibilities of
the position.

Signature

Date



DAYBREAK

Job Description

Title: PROGRAM CENTER / DIRECTOR (Adult Day Services)

Qualifications:

- Bachelors Degree social work, health or related field
- High School Diploma with considerable experience considered
- Minimum of three (3) years management/supervisory experience
- Minimum of one (1) year experience in a community based setting
- Ability to communicate/interact well with the community, senior citizens, business and government professionals.
- CA Driver's License
- Computer literate (Microsoft Office)
- Live Scan clearance and Background check
- Completion of formal or informal education sufficient to assure the ability to read and write English and to communicate at the level required for successful job performance

Duties/Responsibilities:

1. Day to day program management and operations. Problem solves management issues and keeps administration informed of key issues/concerns.
2. Insures that program remains within contract/funding source guidelines/requirements.
3. Provide program staff supervision.
4. Works cooperatively with FSA Human Resources Director on staffing issues (hiring, performance evaluations, terminations, etc.)
5. Works cooperatively with FSA's Controller on accounting issues (budgeting, purchases, etc.)
6. Oversight of program statistics and billing processes.
7. Management of program/department services such that contracted services are maximized without going over contracted unit amounts.
8. Oversight of program's Continuous Quality Improvement Processes (including outcomes reporting, department CQI committee facilitation, etc.)
9. Oversight of and insures implementation of Program/Department's Advisory Committee.
10. Oversight of Volunteer participation and activities in collaboration with FSA's Volunteer Coordinator.
11. Relates to external funding source as needed and delegated by Department Director.
12. Program Development duties in collaboration with FSA's Resource Development Specialist.
13. Explores new and innovative program ideas while pursuing additional fundraising activities in collaboration with FSA's Fund Development Director. If Community Center based – arranges full use of center through cooperative program and complementary relations with community resources.
14. Demonstrates support and involvement in Agency Team Building, strategic planning and other activities as assigned.
15. Other activities as directed by Department Director.

Report to: Department Director
Salary: \$43,260 - \$56,650 per annum

Submit Resume/Application to:

Director of Human Resources
21250 Box Springs Road, Ste 212
Moreno Valley, CA 92557
(951) 686-1096
(951) 686-5382 (fax)

I, _____ have read the above job
(Print full name)
description and believe that, given my condition of health, I am
physically able to carry out the required duties and responsibilities
of the position.

Signature _____ Date _____



Family Service Association

Volunteer Opportunity Description of Tasks and Expectations

Title: Activity Aide (Adult Day Care/Daybreak)

Qualifications:

- ❖ High school graduate or equivalent
- ❖ Interest in working with adults, especially those with memory and health issues
- ❖ Experience working with seniors helpful
- ❖ Comprehend written and spoken English
- ❖ TB clearance
- ❖ Background Check
- ❖ Proof of California ID
- ❖ Completion of formal or informal education sufficient to assure the ability to read and write English and to communicate at the level required for successful job performance

Specified Tasks:

1. Assist the Activities Director in carrying out the activity program, playing games such as bingo, shuffleboard and bowling (with light plastic ball/pins).
2. Help center staff with meal and snack serving.
3. Supervise, interact and converse with adults.
4. Assist other staff in carrying out program assignments, as assigned by Program Manager
5. Clear up and organize program areas and equipment.
6. Attend training and in-service programs as appropriate.

Physical Requirements:

- Have the physical ability to reach, bend, stoop, crouch, kneel, and grasp.

Report to: Department Director and/or Volunteer Coordinator

Salary: Volunteer Status

Submit Resume/Application to:

Volunteer Coordinator
Family Service Association
21250 Box Spring Rd Suite 212
Moreno Valley, Ca 92557
(951) 686-1096 (951) 686-5382 FAX

Family Service Association of Western Riverside County

Volunteer Opportunity Description of Tasks and Expectations

Title: Volunteer - Activity Aide (Adult Day Care/Daybreak)

Qualifications:

- ❖ High school graduate or equivalent
- ❖ Interest in working with adults, especially those with memory and health issues
- ❖ Experience working with seniors helpful
- ❖ Comprehend written and spoken English
- ❖ Current First Aid and CPR
- ❖ TB clearance
- ❖ Background Check
- ❖ Proof of California ID
- ❖ Completion of formal or informal education sufficient to assure the ability to read and write English and to communicate at the level required for successful job performance

Specified Tasks:

1. Assist the Activities Director in carrying out the activity program, playing games such as bingo, shuffleboard and bowling (with light plastic ball/pins).
2. Help center staff with meal and snack serving.
3. Supervise, interact and converse with adults.
4. Assist other staff in carrying out program assignments, as assigned by Program Manager
5. Clear up and organize program areas and equipment.
6. Personal care, such as toileting, bathing, feeding, dressing or grooming will be under the supervision of the Program Manager. In general, volunteers will not do this unless in an internship/externship program (e.g., Medical Assistant, Certified Nursing Assistant).
7. Attend training and in-service programs as appropriate.

Physical Requirements:

- Have the physical ability to reach, bend, stoop, crouch, kneel, and grasp.

Report to: Department Director and/or Volunteer Coordinator

Salary: Volunteer Status

Submit Resume/Application to:

Volunteer Coordinator
Family Service Association
21250 Box Spring Rd Suite 212
Moreno Valley, Ca 92557
(951) 686-1096 (951) 686-5382 FAX

DAYBREAK

Job Description

Title: ACTIVITY SPECIALIST (Adult Day Services)

Qualifications:

- ✔ High School diploma or G.E.D.
- ✔ Two years experience in a social or recreational program within the past five years, with one year in full-time employment in a patient activities program in a health care setting
- ✔ Be an occupational therapist, music therapist, dance therapist, art therapist, recreation therapist, or occupational therapy assistant, or have completed at least 36 hours of training in a course designed specifically for the activity coordinator position and receive regular consultation from an occupational therapist, occupational therapy assistant or recreation therapist
- ✔ Flexible, initiative, creative and excellent organizational and time management skill
- ✔ Bilingual preferred
- ✔ T.B. and physical clearance for reaching, bending, stooping, crouching, kneeling and grasping
- ✔ Ability to lift 50 lbs.
- ✔ Current First Aid and CPR
- ✔ Reliable automobile/proof of automobile insurance
- ✔ Background Clearance
- ✔ Completion of formal or informal education sufficient to assure the ability to read and write English and to communicate at the level required for successful job performance.

Responsibilities:

- 1) Plans a comprehensive program tailored to the needs and limitation of frail elderly persons, to promote optimum health, independence and self-care; increase or maintain social skills and self-esteem.
- 2) Evaluates all participants' functional status in relationship to participation in recreational activities. Establishes a realistic goal and sets up a treatment plan to utilize recreation therapy techniques. Re-evaluates on a regular basis.
- 3) Provides for recreational therapy opportunities; instructs family and others on rehabilitation procedures indicated.
- 4) Provides general instruction to the principles of recreation therapy and therapeutic activities to staff members, as needed.
- 5) Supervisors Program Aides, Activity Aides, and volunteers by instruction, observation and open discussion; make recommendations for evaluations to the Program Director.
- 6) Completes signed and dated quarterly progress notes, and six-month reassessments.
- 7) Plans and posts a monthly calendar of events.
- 8) Publishes a monthly newsletter for the Center.
- 9) Works out a budget that meets the Program Director's approval; submit all requests for purchasing in advance.
- 10) Establishes an active volunteer program.
- 11) Assist participants with personal care as needed.
- 12) Meets the administrative requirements of the position, such as attending and participating in all meetings; keeps all statistical records, data and reports; keeps the Program Director fully informed at all times; assists in in-service training and community training events; maintains health and safety standards at all times, and takes an active role in the Safety and Injury In The Workplace Program; maintains all records and documentation as required; assists in marketing, public relations and fund raising efforts of the agency; ability to explain, discuss, and presents the purposes and goals of the agency to staff, volunteers and the community; maintains all required procedures manuals for position accurately and up-to-date; attends outside training and community meetings as assigned.

Report to: Program Director

Salary: \$9.00 - \$12.00 per hour

Submit Application/Resume to:

Director of Human Resources
21250 Box Springs Road, Ste. 212
Moreno Valley, CA 92557
Tele (951) 686 - 1096
Fax (951) 686 - 5382

I, _____ have read the above job
(Print full name)
description and believe that, given my current condition of health, I
am physically able to carry out the required duties and
responsibilities of the position.

Signature

Date

Revised: 3/31/08



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
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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
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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:

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- 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;

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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

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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

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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

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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.

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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

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- 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).

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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)].

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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.

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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

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willing to participate in the program; and be at risk of being placed in an institution.

- ii. Have the option to participate in Targeted Case Management (TCM) administered by the Department of Health Services (DHS). Contractor must comply with Title 42 USC, Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions (W&I) Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 142000), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; State-issued policy directives; and with the federal Office of Management and Budget (OMB) Circular A-87, as periodically amended for the operation of TCM.
- iii. Have the ability to seek parking penalties, fines, or forfeiture funds collected at the county level pursuant to provisions contained in Section 1465.5 of the Penal Code and Section 42001.13 of the Vehicle Code for violation of Section 22507.9 of the Vehicle Code.
- iv. The active targeted monthly caseload shall be at least 100 clients per Linkages site or a ratio of 50:1 for each full-time equivalent case manager. A caseload variance of +/- 20 percent (20%) based on the 50:1 ratio is allowed, but the active caseload shall not fall below an 80 percent (80%) client minimum.
- v. Maintain a program data collection and reporting system as specified in Exhibit E.

2. Senior Companion Program

- a. Operate, as a direct or contracted service, a Senior Companion (SC) Program with an approved Corporation for National and Community Service (CNCS) provider to implement the statutory provisions of the Domestic and Volunteer Service Act of 1973, as Amended (Title 42 U.S. code, Chapter 26), 45 Code of Federal Regulations (CFR) Parts 1207 and 2551, and in accordance with the 2000 SC Program Operations Handbook as issued by the CNCS (www.seniorcorps.org).
- b. Additional Provisions

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- 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

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program memos, provider bulletins, or similar instructions issued during the term of this Agreement.

b. Additional Provisions

- i. **Eligible Service Population** means: an individual age 18 and older with Alzheimer's disease, or other dementia-related disorders, particularly in the moderate to severe stages, whose care needs and behavioral problems may make it difficult to participate in existing care programs.
- ii. Have the ability to use additional funding sources, including but not limited to, participant fees or share-of-cost.
- iii. Conduct pre-award and physical plant, safety inspections, and relocation visits.
- iv. The total amount of funds from all sources (CBSP, Program Income, Matching Contributions, and Non-Matching Contributions) that will be used to operate the ADCRC program, must at a minimum total \$80,000.
- v. Use of any funds in support of an ADCRC requires each contracted entity to comply with all ADCRC program requirements.
- vi. Multiple subcontractors are allowable and satellite sites operated by a subcontractor are no longer tied to a baseline funding allocation.
- vii. Subcontractor must have a mechanism in place to ensure that changes in licensing status are reported to the Contractor within 30 days.
- viii. Maintain a program data collection and reporting system as specified in Exhibit E.
- ix. Ensure that the subcontractor has a current Adult Day Health Care or Adult Day Care license. (W&I 9542(e))

E. The Office on Aging shall perform the following bilingual and linguistic program services for all programs:

1. Needs Assessment

- a. The Office on Aging shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the service area to assess the language needs of the population and determine

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what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

The group-needs assessment shall take into account the following four factors:

1. Number or proportion of limited English speaking (LEP) persons eligible to be served or likely to be encountered by the program.
2. Frequency with which LEP individuals come in contact with the program.
3. Nature and importance of the services provided to people's lives.
4. Resources available to the Contractor.

This group-needs assessment will serve as the basis for The Office on Aging determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

- b. The Office on Aging shall prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:
 1. Methodologies used.
 2. Findings regarding linguistic and cultural needs of non-English or LEP groups.
 3. Services proposed to address the needs identified and a timeline for implementation. (Title 22 CCR Section 98310)
- c. The Office on Aging shall maintain a record of the group-needs assessment on file at their location at all times during the term of this Agreement. (Title 22 CCR Section 98310, 98313)

2. Provision of Services

- a. The Office on Aging shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

**Scope of Work – Exhibit A
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1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group needs assessment, The Office on Aging shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)
- d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at their office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)
3. Compliance Monitoring
- a. The Office on Aging shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
 - b. The Office on Aging shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
 - c. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such

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records may result in appropriate sanctions. (Title 22 CCR Section 98314)

4. Notice to Eligible Beneficiaries of Contracted Services
 - a. The Office on Aging shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (Title 22 CCR Section 98325)
 - b. The Office on Aging shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of Government Code section 11135 et seq. (Title 22 CCR Section 98326)
 - c. The Office on Aging shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (Title 22 CCR Sections 98211, 98310, 98340)

EXHIBIT B

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the Contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.(CCR, Title 2 Section 599.615 et seq.)
4. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE I. FUNDS (Continued)

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an itemized Area Plan Budget (CDA 122). No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - Terminate the Contract pursuant to Exhibit D, Article XII, A.
 - Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.
- b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced and (2) some contracts may be reduced by a greater amount than others, and (3) that the State shall determine at its

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. If, as a result of advanced funds, the project earns interest on funds awarded by the State, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.
2. For Title III and VII programs:
 - a. Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (1), (2), or (3) apply.
 - (1) The recipient receives less than \$120,000 in federal awards per year.
 - (2) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
 - (3) The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - b. For nonprofit entities, interest earned in excess of \$250 on federal advances deposited in interest bearing accounts shall be remitted annually to the Department.

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
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ARTICLE I. FUNDS (Continued)

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand services.
8. ADCRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the Contractor, and used for costs of the ADCRC.

G. One-Time-Only Funds

1. Title III, VII, & III E and Supplemental Title III & VII federal Program One-Time-Only funds shall be used for one-time- only purposes and cannot be used to increase baseline needs. One-Time-Only funds may be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a) & (b).
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title III B, III C-1, III C-2, and III E federal Administration One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN

ARTICLE I. FUNDS (Continued)

H. Matching Contributions

1. Matching means the value of third-party in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the Contractor, subcontractor, or other local resources.
2. Third party in-kind contributions are property or services provided which benefit a contract-supported project or program and which are contributed by non-federal third parties without charge to the Contractor or subcontractor.
3. Third party in-kind contributions count towards satisfying a matching requirement only where the payments would be otherwise allowable costs if the party receiving the contributions were to pay for the costs.
4. Third party in-kind contributions must be necessary for the proper and efficient accomplishment of Area Plan administration and program activities.
5. Costs incurred by the Contractor or subcontractor must be verifiable from the records of the Contractor or subcontractor.
6. Costs must be allowable as outlined in Office of Management and Budget (OMB) circulars and may be cash or in-kind contributions.
7. Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
8. Non-Matching Contributions are local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., Title V, Title XX, overmatch, etc.).

I. Area Plan Administration

1. Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from Title III B, III C-1, III C-2, III E, III C-1 General Fund, III C-2 General Fund, and Community-Based Services Program (CBSP) General Fund administration allocations.
2. CBSP Administration shall be no more than 10 % of the total CBSP allocation.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) and shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates.
- C. The Contractor shall submit electronically a budget revision 30 days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Transfers
 - 1. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - 2. Transfer of State funds is allowable between Titles III B General Fund, III C-1 General Fund, III C-2 General Fund, and III D General Fund.
 - 3. Transfer of State funds is allowable between State Funded CBSP programs.
 - 4.
 - a. Funds may be transferred in accordance with this section without a formal contract amendment upon agreement of both parties when the total amount of the Agreement does not exceed the total amount of the latest executed Agreement.
 - b. Requests to transfer federal or State funds (including CBSP) must be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - c. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
 - 5. Transfer of funds cannot be processed or approved after the end of the specified contract period.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
9. The required program matching contributions for Alzheimer's Day Care Resource Center program is 25 percent.
10. The required program matching contributions for Brown Bag program is 25 percent cash and 25 percent in-kind.

G. Program Development or Coordination

1. The Contractor shall not fund Program Development or Coordination activities as a cost of III B Supportive Services until it has first spent the total of its Title III B, III C, & III E funds allocated for area plan administration costs. During the contract period, Program Development or Coordination activities and area plan administration activities can occur simultaneously. (See Article IV.C. for reconciliation during the closeout period).

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. The Contractor shall budget its total Title III B, III C, & III E funds allocated for area plan administration before budgeting III B for Program Development or Coordination.

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

ARTICLE III. PAYMENTS

A. Title III B, III C, III D, VII Ombudsman, VII Elder Abuse Prevention, & Community-Based Services Programs

The Contractor shall prepare and submit by the 30th of each month to the AAA-Based Team, in electronic format, a Detailed Expenditure Data File (SPR 107) and a Request for Funds Data file (SPR 108), unless otherwise specified by the Department.

B. Title III E

The Contractor shall prepare and submit by the 30th of each month to the AAA-Based Team, in electronic format, a Title III E Monthly Financial Status Report/Request for Funds (CDA 268), unless otherwise specified by the Department.

C. The Department shall review requests for payment to ensure compliance with the approved Area Plan Budget (CDA 122).

D. During the contract period, the Department shall advance funds based on an analysis of current cash needs. The Department shall pay the Contractor a total not to exceed the amount shown on the Budget Display, which is hereby incorporated by reference.

E. Nutrition Services Incentive Program (NSIP)

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE III. PAYMENTS (Continued)

Upon execution of this agreement, the Department will make quarterly advances of NSIP funding to the Contractor, during the first month of each quarter.

F. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):

1. Financial Reporting
2. Accounting Records
3. Internal Control
4. Budgetary Control
5. Allowable Costs
6. Source Documentation
7. Cash Management

- G.** The Department may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the Department determines that the financial management standards are met.

ARTICLE IV. CLOSEOUT

- A.** The Financial Closeout Report (CDA 180) shall be submitted annually to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period, unless otherwise specified by the Department.
- B.** Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C.** During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

EXHIBIT D

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
 2. Scope of work, Exhibit A;
 3. Special terms and conditions Exhibit D;
 4. General terms and conditions, Exhibit C;
 5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
 6. Any other documents incorporated herein by reference.
- C. The Contractor shall comply with all applicable program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Contractor" means the Office on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
- F. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Office on Aging agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Office on Aging and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. The Office on Aging shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Office on Aging shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC1005) which is hereby incorporated by reference. In addition, Office on Aging shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

The Office on Aging shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d; 45 C.F.R. Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Office on Aging shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR 98323) (Chapter 182, Stats. 2006)

3. The Office on Aging assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

4. The Office on Aging agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Office on Aging agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Office on Aging shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the office on Aging's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Office on Aging warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the State shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Office on Aging shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

H. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, the Office on Aging shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. The Office on Aging shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Office on Aging or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Office on Aging shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

ARTICLE II. ASSURANCES (Continued)

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
5. Public Contract Code Section 10295.3.

J. Debarment, Suspension, and Other Responsibility Matters

1. The Office on Aging certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
 - e. The Office on Aging shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
2. The Office on Aging agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

1. If a public entity, the Office on Aging shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Office on Aging shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.
2. Documentation in the form of a resolution by the Governing Board of the Area Agency on Aging is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the Office on Aging, Aging Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Office on Aging shall maintain adequate staff to meet the obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. Corporate Status

1. The Office on Aging shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Office on Aging shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Office on Aging shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Office by Aging until satisfactory status is restored.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE II. ASSURANCES (Continued)

N. Lobbying Certification

The Office on Aging, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Office on Aging, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Office on Aging shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE IV. COMMENCEMENT OF WORK

Should the Office on Aging or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS

- A. The Office on Aging shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. In the event any subcontractor is utilized by the Office on Aging for any portion of this Agreement, the Office on Aging shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Office on Aging shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Office on Aging and shall be made available for review at the request of the Department.
- F. The Office on Aging shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.
- G. The Office on Aging shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the Office on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE V. SUBCONTRACTS AND/OR VENDOR AGREEMENTS (Continued)

resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.

- H. The Office on Aging shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Office on Aging in a timely manner and at intervals as determined by the Department.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Office on Aging shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):
1. The RFP or IFB.
 2. All bid proposals received.
 3. The proposal or bid evaluation documentation, along with the Office on Aging's rationale for awarding the subcontract to a for-profit entity.

Where a program may be subcontracted to a for-profit organization, the Office on Aging should include in its contract with the for-profit entity a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

- J. The Office on Aging shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Office on Aging. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Office on Aging shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Office on Aging shall follow the Procurement requirements in the applicable OMB Circular and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Office on Aging purchased services or property respectively.

ARTICLE VI. RECORDS

- A. The Office on Aging shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE VI. RECORDS (Continued)

- with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Office on Aging; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.
- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Office on Aging shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Office on Aging.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Office on Aging or are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc .
 2. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

**Special Terms and Conditions - Exhibit D
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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;

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE VII. PROPERTY (Continued)

6. Fund source; and
7. Rate of depreciation (or depreciation schedule), if applicable.

The Office on Aging shall keep track of property purchased with Contract funds, whether capitalized or not. The Office on Aging shall maintain and submit to the Department annually with the Closeout, a current inventory of property furnished or purchased by either the Office on Aging or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Office on Aging shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department.

- G. Prior to disposal of any property purchased by the Office on Aging or the subcontractor with funds from this Agreement, the Office on Aging must obtain approval from the Department regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Office on Aging shall use the Request to Dispose of Property (CDA 248) to dispose of property.
- H. The Office on Aging shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- J. The Office on Aging shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Office on Aging has complied with all written instructions from the Department regarding the final disposition of the property.
- K. In the event of the Office on Aging's dissolution or upon termination of this Agreement, the Office on Aging shall provide a final property inventory to the State. The State reserves the right to require the Office on Aging to transfer such property to another entity, or to the State.
- L. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Office on Aging's dissolution the State will issue specific written disposition instructions to the Office on Aging.
- M. The Office on Aging shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE VII. PROPERTY (Continued)

1. Another Department program providing the same or similar service; or
 2. Another Department-funded program.
- N. The Office on Aging may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- O. The Office on Aging or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- Q. The Office on Aging shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Office on Aging shall provide access to the federal or State agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, records, and electronic files of the Office on Aging or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Office on Aging shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Office on Aging's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Office on Aging shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

**Special Terms and Conditions - Exhibit D
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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;

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.

**Special Terms and Conditions - Exhibit D
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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.

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XI. INSURANCE (Continued)

- D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Office on Aging agrees to provide the Department, at least thirty(30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Office on Aging fails to keep in effect at all times said insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement.
- E. The Office on Aging shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Office on Aging shall require its subcontractors and vendors to hold the Office on Aging harmless. The subcontractor's Certificate of Insurance shall also name the Office on Aging, not the State, as the certificate holder and additional insured. The Office on Aging shall maintain certificates of insurance for all its subcontractors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. The Office on Aging shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Office on Aging affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).
- H. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

ARTICLE XII. TERMINATION

- A. Termination for Convenience
The State or the Office on Aging may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if the State determines that a termination is in the State's interest. Either party to this Agreement shall terminate by delivering to the other party a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective ninety (90) days from the delivery of the Notice of Termination or at another effective date as agreed to by both parties. The parties agree that, as to the terminated portion of the Agreement, the

**Special Terms and Conditions - Exhibit D
AREA PLAN**

ARTICLE XII. TERMINATION (Continued)

Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void. The party terminating the Agreement shall submit to the other party a Transition Plan as specified in Article IV, A. of Exhibit E.

B. Termination for Default

The State may by written notice of default to the Office on Aging, terminate this Agreement, in whole or in part, as a consequence of any of the following events:

1. A violation of the law or failure to comply with any condition of this Agreement.
2. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
3. Failure to comply with reporting requirements.
4. Evidence that the Office on Aging is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
5. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
6. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Office on Aging's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Office on Aging.
7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Office on Aging's assets or income.
8. The commission of an act of bankruptcy.
9. Finding of debarment or suspension, Article II K.
10. The Office on Aging's organizational structure has materially changed.

C. Such termination of this Agreement, shall take effect immediately in the case of threat to life, health, or safety of the public or, in all other cases, upon thirty (30) days subsequent to written notice to the Office on Aging. The notice shall describe the action being taken, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the

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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 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
 - PAGE 1 – MONTHLY CLIENT REPORT
- vi. OoA FORM 6 – Service Provider Close-Out 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 5th working day of every month. For late reports, the Contractor shall submit a written explanation to the OoA by the 5th 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.