

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

AGREEMENT NUMBER

AP-0708-29

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

El Dorado County, Area Agency On Aging

2. The term of this Agreement is: July 1, 2007 (or, if applicable, when approved by DGS, Office of Legal Services, whichever is later.)
 Through June 30, 2008

3. The maximum amount of this Agreement is: **\$ 1,229,552.00**
 One million, two hundred twenty-nine thousand, five hundred fifty-two dollars

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

Exhibit A – Scope of Work 20 page(s)

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

Exhibit C* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 24 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 14 page(s)

The County officer or employee with responsibility for administerint this Contract is Doug Nowka, Assistant Director, Department of Human Services, or successor.

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

El Dorado County, Area Agency On Aging

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Helen K. Baumann, Chairman

El Dorado County Board of Supervisors

ADDRESS

937 Spring Street Placerville CA 95667

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General
 Services Use Only

Exempt per:
 Mello Grunland Older Californians Act



**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** means federal funds reported as unspent in the Financial Closeout Report (CDA 180), recovered through the Audit Resolution process, and/or made available from other sources.
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.

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

ARTICLE I. DEFINITIONS (Continued)

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 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 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.

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

ARTICLE I. DEFINITIONS (Continued)

- 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:
 - 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.



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

ARTICLE I. DEFINITIONS (Continued)

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;
 - (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;

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

ARTICLE I. DEFINITIONS (Continued)

- (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.

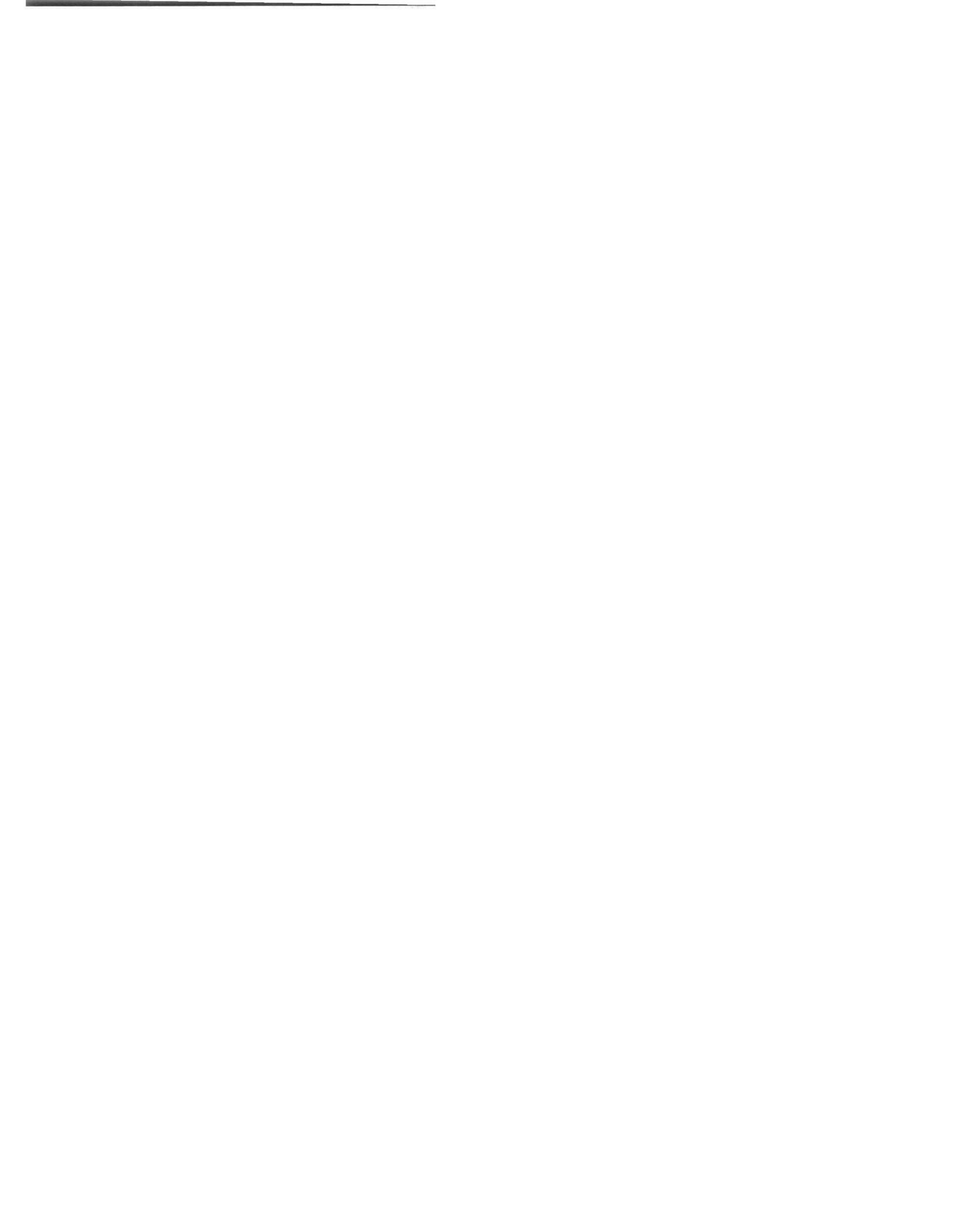
C. DEFINITIONS SPECIFIC TO TITLE VII (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES)

- 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 Area Agencies on Aging (AAAs). As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the state. The Office analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The Office periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA 712(a)(1)(A), 712(a)(3) (C&F), 712(h); WIC 9710, 9716, 9717].

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

ARTICLE I. DEFINITIONS (Continued)

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



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

ARTICLE I. DEFINITIONS (Continued)

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 SENIOR FARMER'S MARKET NUTRITION PROGRAM

Senior Farmer's Market Nutrition Program (SFMNP) means a coupon redemption program, as authorized by Title 7, CFR Part 249, in which eligible seniors are provided coupons to exchange for fresh fruits, vegetables, and herbs.

Eligible Service Population for SFMNP is a senior 60 years of age or older, who is a California resident, and has an income of 185% of the poverty level or less.

ARTICLE II. SCOPE OF WORK

- A. The Contractor 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. Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Department.
 2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

Scope of Work – Exhibit A
AREA PLAN

ARTICLE II. SCOPE OF WORK (Continued)

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.



Scope of Work – Exhibit A
AREA PLAN

ARTICLE II. SCOPE OF WORK (Continued)

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 contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
13. Contractor 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. Contractor 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 on May 1 of each year and the year-end report is due on August 31 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.

Scope of Work – Exhibit A
AREA PLAN

ARTICLE II. SCOPE OF WORK (Continued)

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).
 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 AAA as specified in subsection (i), (ii), and (iii), of the United States Code 42 Section 3026 (a)(8)(C).
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA 712(a)(5)(i); 9701(a)].
 2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA 712(a)(5)(B)(ii)].
 3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing the decision not to investigate and the reasons for the decision. [OAA 712(a)(5)(B)(iii); 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)].



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

ARTICLE II. SCOPE OF WORK (Continued)

7. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA 712(a)(5)(B)(v)].
 8. Support the development of resident and family councils. [OAA 712(a)(5)(B)(vi)].
 9. Carry out other activities that the State Ombudsman determines to be appropriate, including periodic updating of a plan for maintaining an ongoing presence in long-term care facilities, and participation in special initiatives to recruit volunteers to serve as State Certified Ombudsman Representatives. [OAA 712(a)(5)(B)(vii)].
 10. Have the option to provide additional services, if they do not weaken or decrease required Ombudsman responsibilities and duties, including the following services:
 - a. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [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 Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Use Federal Citation Penalties Account 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



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

ARTICLE II. SCOPE OF WORK (Continued)

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.

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. Contractor shall review and approve claims for federal Citation Penalties Account funds.
 4. Contractor shall submit monthly fiscal documents to CDA, as determined by the Department, for federal Citation Penalties Account funds.
- D. The Contractor shall perform the following for the Community-Based Services Programs (CBSP).

If the contractor 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.

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

ARTICLE II. SCOPE OF WORK (Continued)

b. Additional Provisions

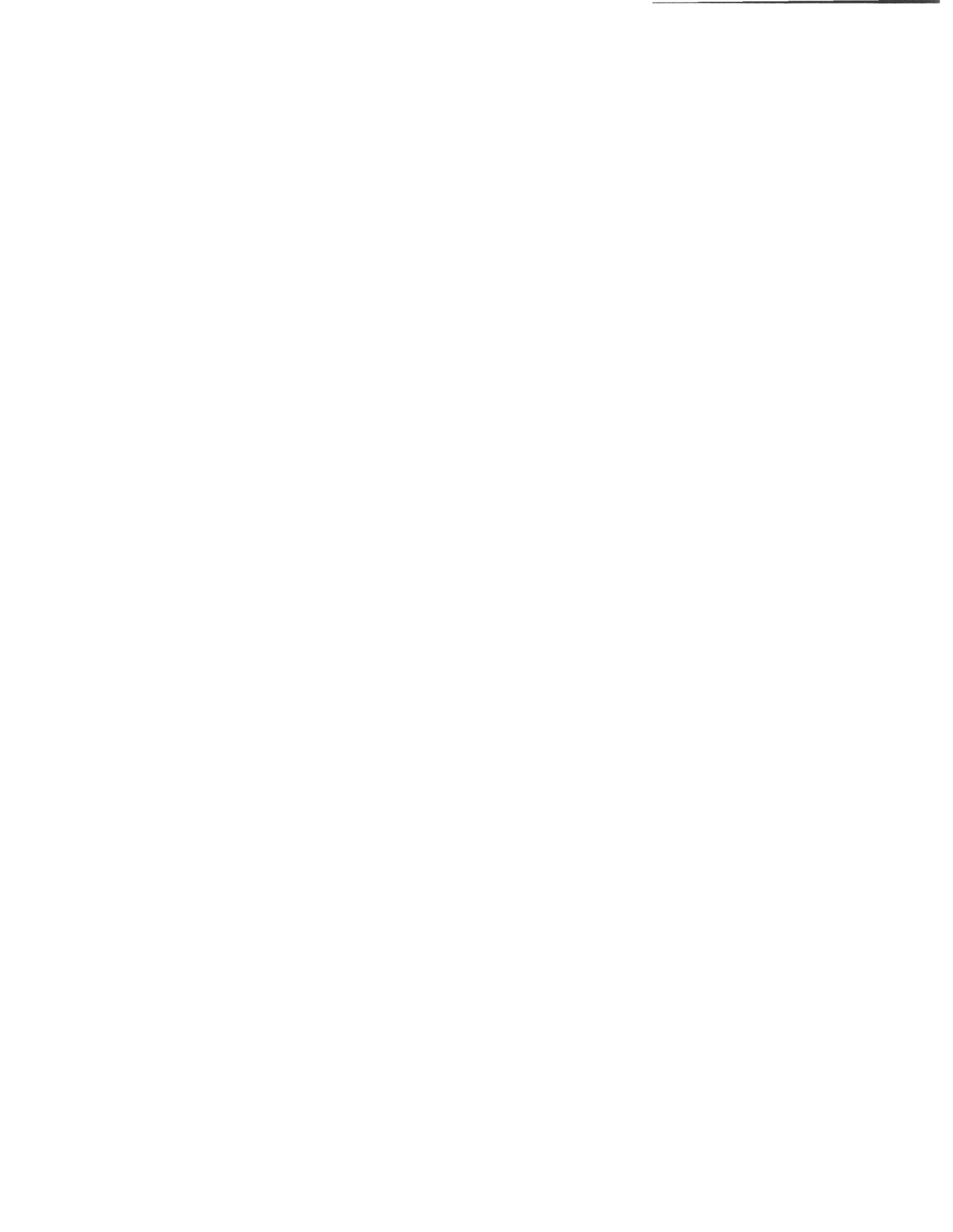
- i. **Eligible Service Population** means: the frail elderly and disabled adult age 18 and older without regard to financial eligibility; live in a geographic area of a state-funded case management (Linkages) program; the ability to be maintained in the community with case management; be willing to 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.

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

ARTICLE II. SCOPE OF WORK (Continued)

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
 - 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.



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

ARTICLE II. SCOPE OF WORK (Continued)

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
 - 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 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: 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.

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

ARTICLE II. SCOPE OF WORK (Continued)

- iii. Maintain a \$450 maximum allocation per family in order to ensure that the maximum numbers of families are served.
 - iv. 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 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. An \$80,000 baseline allocation for each ADCRC does not apply; however, use of any funds in support of an ADCRC requires each contracted entity to comply with all ADCRC program requirements.
 - v. Submit a budget that details the total amount of funds from all sources that will be used to operate the ADCRC program; which must at a minimum total \$80,000.
 - vi. Multiple subcontractors are allowable and satellite sites operated by a subcontractor are no longer tied to a baseline funding allocation.

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

ARTICLE II. SCOPE OF WORK (Continued)

- 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.

E. SENIOR FARMER'S MARKET NUTRITION PROGRAM (SFMNP)

The Contractor, if participating in the SFMNP program, must comply with Title 7 CFR Part 249 and any other subsequent program memos, or similar instructions issued during the terms of this Agreement.

F. The Contractor shall perform the following bilingual and linguistic program services for all programs:

1. Needs Assessment

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

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

- 1. Number or proportion of limited English speaking (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 Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.

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

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

ARTICLE II. SCOPE OF WORK (Continued)

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. Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. (Title 22 CCR Section 98310,98313)
2. Provision of Services
- a. Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
 - b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 1. Interpreters or bilingual providers and provider staff.
 2. Contracts with interpreter services.
 3. Use of telephone interpreter lines.
 4. Sharing of language assistance materials and services with other providers.
 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 6. Referral to culturally and linguistically appropriate community service programs.
 - c. Based upon the findings of the group needs assessment, Contractor shall ensure that reasonable alternative communication 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. Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at Contractor's office at all times during the term of this Agreement. (Title 22 CCR Section 98310)

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

ARTICLE II. SCOPE OF WORK (Continued)

- e. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by Contractor. (Title 22 CCR Section 98324)
 - 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. Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
 - b. Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
 - c. Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. (Title 22 CCR Section 98314)
4. Notice to Eligible Beneficiaries of Contracted Services
- a. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (Title 22 CCR Section 98325)
 - b. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of Government Code section 11135 et seq. (Title 22 CCR Section 98326)
 - c. Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (Title 22 CCR Sections 98211, 98310, 98340)

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 Area Agency on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
- 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 Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

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

C. Nondiscrimination

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

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

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

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

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

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

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

ARTICLE II. ASSURANCES (Continued)

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

D. Standards of Work

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

E. Conflict of Interest

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

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

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

I. Contracts in Excess of \$100,000

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

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



**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 Contractor 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. Contractor 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 Contractor 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

If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.

1. 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 Area Agency on Aging Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

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

M. Corporate Status

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



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

ARTICLE II. ASSURANCES (Continued)

N. Lobbying Certification

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.

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

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS

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

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 Contractor shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):
 - 1. The RFP or IFB.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity.

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

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

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors



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 Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc .
 - 2. Property does not include consumable office supplies such as paper, pencils, 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 Contractor shall record the following information when property is acquired:
1. Date acquired;
 2. Property description (include model number);
 3. Property identification number
 4. Serial number
 5. Cost or other basis of valuation;
 6. Fund source; and

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

ARTICLE VII. PROPERTY (Continued)

7. Rate of depreciation (or depreciation schedule), if applicable.

The Contractor shall keep track of property purchased with Contract funds, whether capitalized or not. The Contractor shall maintain and submit to the Department annually with the Closeout, a current inventory of property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department.

- G. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement, the Contractor must obtain approval from the Department regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall use the Request to Dispose of Property (CDA 248) to dispose of property.
- H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- J. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Contractor has complied with all written instructions from the Department regarding the final disposition of the property.
- K. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- L. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.
- M. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. Another Department program providing the same or similar service; or

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ARTICLE VII. PROPERTY (Continued)

2. Another Department-funded program.
- N. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- O. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- Q. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, records, and electronic files of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

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

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" under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

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

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

The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs whether a program specific audit may be elected. The contractor shall communicate this information to the independent auditor conducting the organization's single audit.

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

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

Contract resolution includes:

1. Ensuring that a subcontractor expending \$500,000 or more in Federal Awards during the subcontractor's fiscal year has met the audit requirements of OMB Circular A-133 as summarized in D;
2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;
3. Reconciling expenditures reported to the Department to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single audit requirements. For a subcontractor who was

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

ARTICLE X. AUDITS (Continued)

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); and

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

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ARTICLE X. AUDITS (Continued)

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

- G. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principle circulars.
- H. Contractor may not charge to Federal Awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has Federal Awards expended of less than \$500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection. 200(d). However, this does not prohibit the Contractor from charging Federal Awards for the cost of conducting a limited-scope audit to monitor its subcontractor to address compliance requirements provided the subcontractor is not required to obtain a single audit. These costs must be charged as an Administrative expense of the Contractor.
- I. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the Department in cases of higher than usual risks.
 - 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 - 3. If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

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AREA PLAN**

ARTICLE XI. INSURANCE (Continued)

\$750,000 if seating capacity is under 8
\$1,500,000 if seating capacity is 8 – 15
\$5,000,000 if seating capacity is over 15

unless otherwise amended by future regulation.

4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
 2. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
 3. The Department shall be named the certificate holder and the address must be listed on the certificate.
- D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Department, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement.

**Special Terms and Conditions - Exhibit D
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ARTICLE XI. INSURANCE (Continued)

- E. The Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).
- H. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

ARTICLE XII. TERMINATION

A. Termination for Convenience

The State or Contractor 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 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 Contractor, terminate this Agreement, in whole or in part, as a consequence of any of the following events:

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

ARTICLE XII. TERMINATION (Continued)

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 Contractor is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
 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 Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
 7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
 8. The commission of an act of bankruptcy.
 9. Finding of debarment or suspension, Article II K.
 10. The Contractor'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 Contractor. 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 Contractor 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 Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.
- E. Contractor 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.

**Special Terms and Conditions - Exhibit D
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The ARTICLE XII. TERMINATION (Continued)

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 a Contractor 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 Contractor may be subject to special conditions or restrictions.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Department as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. REVISIONS OR MODIFICATIONS

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

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the CDA for a contractor’s change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the contractor’s letterhead.
- C. All other notices with the exception of those identified in Article VII. B. shall be addressed to the California Department of Aging, AAA Based Teams, 1300

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

ARTICLE XVI. NOTICES (Continued)

National Drive, Suite 200, Sacramento, California 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.

- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XVIII. CONFIDENTIALITY

- A. In compliance with Government Code 11019.9, Civil Code 1798 et. seq., Management Memo 06-12 and Budget Letter 06-34 the Contractor will ensure that confidential information is protected from disclosure in accordance with applicable laws, regulations, and policies.
- B. Identity shall include, but not be limited to, name, identifying number, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- C. The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant. This provision shall remain in force even after termination.
- D. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- E. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the participant, any such identifying information to anyone other than the State without prior written authorization from the State, except by court order.

Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE XVIII. CONFIDENTIALITY (Continued)

- F. The Contractor may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such from any participant.
- G. The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.
- H. The Contractor agrees to provide ongoing education and training, at least annually, for all employees and subcontractors who handle personal, sensitive or confidential information. Contractor employees and subcontractors will complete the Security Awareness Training module located on the Department's website, www.aging.ca.gov within 30 days of the start date of this Agreement or within 30 days of the start date of any new employee or subcontractor. The Contractor must maintain certificates of completion on file and provide them to the Department upon request.
- I. The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement, CDA 1024 form with this Agreement.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

- A. Copyrights
 - 1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
 - 2. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within 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.
 - 3. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this



Special Terms and Conditions - Exhibit D
AREA PLAN

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 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 Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the California Department of Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

Additional Provisions—Exhibit E
AREA PLAN

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. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR Part 74, "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR Part 92.36, procurement for State and local governments, as applicable.
 3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 92.36, "Procurement Standards."
 4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
 - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
 5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
 6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

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

7. Any agency awarded Title III funds for senior center acquisition or construction has a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. Department funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. In providing Family Caregiver Support Program (FCSP) services to a family caregiver, or a grandparent or older individual who is a relative caregiver, priority shall be given for services under OAA, Section 373(c)(2) to:
 - a. Older individuals with greatest social and economic need, consistent with the requirements of OAA, Section 305 (a)(2)(E), which assure that preference also will be given to low-income minority individuals and older individuals residing in rural areas; and
 - b. Older individuals providing care and support to persons (either younger than 19 or older than 59 years of age) 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)].
10. FCSP activities of the Contractor and its subcontractor shall be coordinated in accordance with OAA, Section 373(d) with activities of other community agencies and voluntary organizations providing the same type of support services.
11. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.
12. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E), Title VII, or Community-Based Services Programs.

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

13. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support informal caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.) or other caregiver services such as those provided through Caregiver Resource Centers, Linkages, Alzheimer's Day Care Resource Centers, Respite Purchase of Service, and other Title III funded providers.
14. Means tests shall not be used by any Contractor for any Title III or Title VII services.
15. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received.
16. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.
17. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service.
18. Cost Sharing shall not be implemented for any Title III and Title VII service until so notified by the Department.
19. The 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.
20. The Contractor shall notify the Department's Disaster Coordinator annually, or whenever a change occurs, the name of the individual responsible for Disaster Coordination at the AAA.
21. The Contractor assures that Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, Division 1.8, Chapter 4, Article 2, Section 7547, the training shall consist of:

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

- a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities.
22. Proof of age or citizenship shall not be required as a condition of receiving services.

B. Assurances Specific to the Ombudsman Program:

The Contractor shall assure the following:

1. Representatives of the Local Ombudsman Program and members of their immediate family shall be free of conflicts of interest and not stand to gain financially through the following:
 - a. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility. [OAA Section 712(f)]
 - b. An action or potential action brought on behalf of individuals the Program serves. [OAA Section 712(a)(5)((C)(ii)].
2. Representatives of the Local Ombudsman Program shall have access to long-term care facility residents and their medical and social records, with documentation of consent in accordance to section (3)(a), between the hours of 7:00 a.m. and 10:00 p.m. seven days a week [OAA 712(b)(1); 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)].

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

4. Complaint information collected and maintained by the Local Ombudsman Program, including the identity of the complainant or resident, shall only be disclosed [OAA 712(d); WIC 9725]:
 - a. At the discretion of the Local Ombudsman Program [OAA 712(d)(2)(A); and
 - b. With documentation of one of the following:
 - i. Written consent of the complainant or resident, or his or her legal representative as appointed by the court [OAA 712(d)(2)(B)(i)];
 - ii. Oral consent of the complainant or resident, documented by the State Certified Ombudsman Representative at the same time it is granted by the consenter [OAA 712(d)(2)(B)(ii)]; or
 - iii. Disclosure is ordered by the court [OAA 712(d)(2)(B)(iii)].
5. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or in a suit or other legal action threatened or brought against the performance of the official duties of the Ombudsman Representative [OAA 712(h)(7); WIC 9717(c); Statewide Standards for Legal Assistance in California].
6. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program.
7. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA 705(a)(6)(C), WIC 9725, WIC 25633(b)(2)(B)].

Additional Provisions—Exhibit E
AREA PLAN

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

8. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the Department. [OAA 712(C); WIC 9716].

C. Assurances Specific to Legal Assistance Providers.

The Contractor shall assure that the following conditions are met:

1. The contract between the Contractor or its subcontractor, 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 Department pursuant to Exhibit D, Article XV., of this Agreement entitled, "Revisions, Waivers, or Modifications."

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports for Title III services, Family Caregiver Support Program (Title III E), Alzheimer's Day Care Resource Centers, Respite Purchase of Service, Linkages Program, and Senior Companion Program, in accordance with Department requirements [W&I Code 9102 (a)(5)], to the CDA Data AAA-Based Team.

1. The contractor shall submit electronic reports via e-mail to the following address: datateam.program@aging.ca.gov.
2. The Contractor shall submit paper reports by one method, either:

- a. Via E-mail to: datateam.paper@aging.ca.gov.

OR

- b. Via US Postal mail to address: California Department of Aging, Data Team, 1300 National Drive, Suite 200, Sacramento, CA 95834.

ARTICLE II. REPORTING PROVISIONS (Continued)

B. The Contractor shall assure that all data submitted is timely, complete, accurate, and verifiable using the Contractor approved reporting procedures.

1. Contractor shall submit data for funded programs only. Do not send null reports (reports with all zeros because the program is not funded).

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

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

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

	Reporting Period	Due Date
Annual	Jul-Jun	August 30

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

C. The 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 methodology for collecting and reporting estimated unduplicated client counts for each non-registered service.

ARTICLE II. REPORTING PROVISIONS (Continued)

- D. Contractor shall train and orient staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have MIS cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data. [45 CFR 1321.55(b)]
- E. The Contractor shall verify the accuracy of the data submitted to the Department for inclusion in the reports to the State Executive Branch, Legislative Branch, and the federal government.
 - 1. The Contractor shall review and respond to the (1) **NAPIS SPR/S-Verify Logic Error Report**, (2) **CBSP Logic Error Report**, and (3) **SPR/CBSP Questionable Data Error Report** in accordance with Department requirements.
 - a. The Contractor shall submit electronic data corrections for the errors identified in the Logic Error report.
 - b. The Contractor shall correct and/or explain the Questionable Data Errors.
 - c. The Contractor shall return the Logic and Questionable Data Error Reports to the Department verifying corrections made via e-mail or US Postal service. Submission shall be by one method only, either e-mail or U.S. Postal service.
 - d. The Logic and Questionable Data Error Reports are due no later than October 31.
 - 2. The Contractor shall verify all quarterly and annual SPR/CBSP data for accuracy in accordance with Department requirements.
 - a. The Contractor shall complete and initial the **SPR/CBSP verification** forms.
 - b. The AAA Director shall review and approve the verification forms by signing and dating the bottom of both forms.
 - c. The Contractor shall complete the SPR/CBSP Verification forms for data corrections submitted as a result of the initial verification process. The Director shall review and approve corrections by the same process described in 2. (b) above.
 - d. The Contractor shall return the SPR/CBSP verification forms to the Department via e-mail or U.S. Postal Service. Submission shall be by one method only, either e-mail or U.S. Postal Service.

ARTICLE II. REPORTING PROVISIONS (Continued)

- e. The SPR/CBSP verification forms are due no later than November 30.

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

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

G. Reporting Requirements specific to Title III E:

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

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

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

ARTICLE II. REPORTING PROVISIONS (Continued)

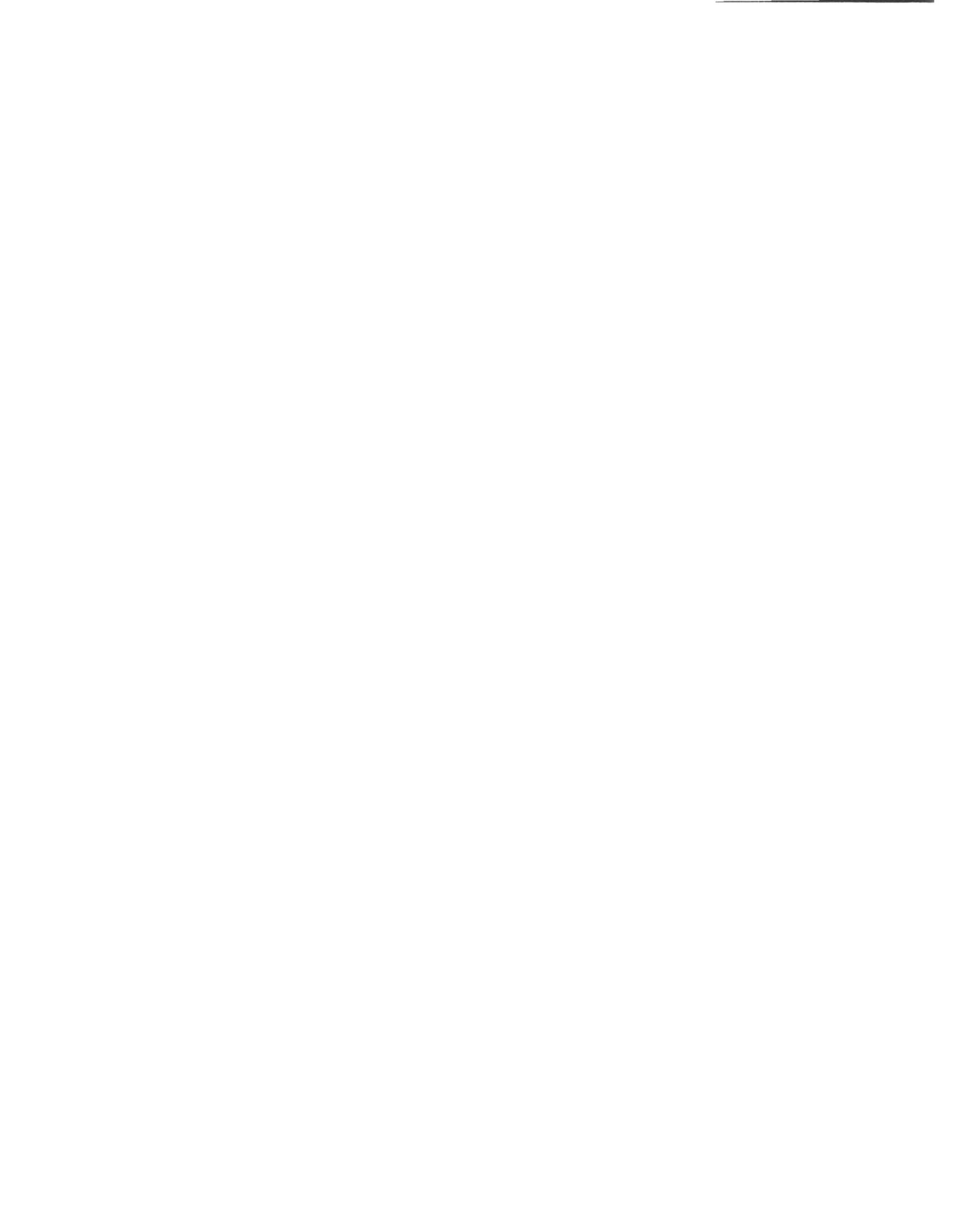
program data reports to the Data Team, according to the frequency listed:

- a. Service Units Data File (SCC) 101 = quarterly.
 - b. Summary Client Profile Data File (SCC) 102B = annually.
3. Brown Bag Program - The Contractor must submit program data reports to the Data Team, according to the frequency listed:
- a. Brown Bag Activity Reports (CDA 5) = quarterly
4. Respite Purchase of Service (RPOS)-The Contractor must submit program data reports to the Data Team, according to the frequency listed:
- a. Service Summary Report (CDA 261) = quarterly.
5. Alzheimer's Day Care Resource Center (ADCRC) Program - The Contractor must submit electronic program data reports to the Data Team, according to the frequency listed:
- a. Service Units Data File (ALZ) 101 = quarterly
 - b. Summary Client Profile Data File (ALZ) 102B = annually
- I. Reporting Provisions Specific to the Ombudsman Program:

The Contractor shall take the following actions, or shall require its subcontractor, the Local Ombudsman Program, to:

1. Enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing the Aging Network.com portal as required.

NORS data entry must be timely, complete, accurate, and verifiable.
2. The Contractor shall take the following actions, or shall require its subcontractor, the Local Ombudsman Program, to ensure:
 - a. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter, i.e., October 31, January 31, April 30, and July 31, with copies of the aggregate data sent to the corresponding AAA.
 - b. Annual AoA reports shall be due to CDA and the corresponding AAA by August 30.



ARTICLE II. REPORTING PROVISIONS (Continued)

- c. Complete information on the Aging Network.com portal on an ongoing basis and submit an email notification to the OSLTCO that data entry is complete by the quarterly/annual deadline.
- d. For any reports 30 days or more in arrears of the due date, the local Ombudsman program, shall immediately provide a written explanation to the OSLTCO and the AAA. This written explanation shall include the reasons for the delay and the date the report will be submitted, the date being contingent on agreement of that date by the OSLTCO.

ARTICLE III. APPEAL PROCESS

- A. Contractor may appeal an adverse determination as defined in Title 22 CCR, Section 7702 using the appeal process established by the Department in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within thirty (30) days of the Department's notice of adverse determination.
- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and VII programs using the appeal process established in Title 22 CCR, Sections 7700 through 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W & I Code Section 9535(k), and as specified in the procurement documents and contracts of the Contractor. Direct service contracts include all Community-Based Services Programs as defined in W & I Code Section 9540-9547.
- D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to the State within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) of a program funded either by Title III and Title VII or a Community-Based Services Programs funded by the Older Californians Act. The transition plan must be approved by the State and shall at a minimum include the following:
 - 1. Description of how clients will be notified about the change in their service provider.
 - 2. A plan to communicate with other organizations that can assist in locating alternative services.

ARTICLE IV. TRANSITION PLAN (Continued)

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 5. A plan to transfer any confidential medical and client records to a new contractor.
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 7. A plan for adequate staff to provide continued care through the term of the contract.
 8. A full inventory and plan to dispose or, transfer, or return to the State all equipment purchased during the entire operation of the contract.
 9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by paragraphs A and B of Article XII of Exhibit D of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

A. Transition of Local Ombudsman Services

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

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

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

2. Within one working day of any change in Local Ombudsman Program phone services as a result of a transition of responsibilities [OAA 712(a)(5)(i), 712(a)(5)(B)(ii); WIC 9726].

B. Transition Plan

1. Contractor shall submit a Transition Plan (TP) within 15 days from delivery of the following:
 - a. Written notice to the Contractor of the subcontractor's intent to terminate Ombudsman services;
 - b. Written notice to the subcontractor of the Contractor's intent to terminate the subcontract for Ombudsman services; or
 - c. Written notice to the Contractor of the State Termination of the Contract, in whole or, from time to time, in part related to the provision of Ombudsman services.
2. Contractor shall identify in the 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
 - b. Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.
 - c. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to a Request for Proposals requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the

State Ombudsman to carry out Ombudsman duties with respect to the planning or service area.
3. The TP shall at a minimum include the following:
 - a. A plan for providing an adequate level of State Certified Ombudsman Representatives and for maintaining continuity of services during the transition to a subsequent Local Ombudsman Program.

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

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

