

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

AGREEMENT NUMBER AP-1213-29
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, Health and Human Services Agency

2. The term of this Agreement is: July 1, 2012 Through June 30, 2013



3. The maximum amount of this Agreement is: **\$ 905,031.00**
 Nine hundred five thousand thirty-one and 00/100 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	14 page(s)
Exhibit B – Budget Detail, Payment Provisions, and Closeout	12 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	28 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	15 page(s)

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		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) EL DORADO COUNTY, Health and Human Services Agency		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING John R. Knight, Chair, El Dorado County Board of Supervisors		
ADDRESS 3057 Briw Road Placerville CA 95667		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Aging		<input checked="" type="checkbox"/> Exempt per: Older Californians Act and AG OP 80-111
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		

The El Dorado County Officer or employee with responsibility for administering this Agreement is Daniel Nielson, Director, El Dorado County Health and Human Services Agency, or successor.

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 California Department of Aging (CDA) 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 for Title III B** 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. **Priority Services for Title III E** means services provided to caregivers who care for older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers, who care for children with severe disabilities.
7. **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, 2010.

**Scope of Work – Exhibit A
AREA PLAN- Fiscal Year**

ARTICLE I. DEFINITIONS (Continued)

8. **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, 2010.
9. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each PSA compared to the total number of meals served in the State in the preceding year.
10. **Title III D (Health Promotion Services)** means the provision of health risk assessments; routine health screening; nutrition counseling; education services; evidence-based health promotion; physical fitness; group exercise; music, art, dance movement therapy; programs for multigenerational participation; home injury control services; screening for the prevention of depression and coordination of mental health services; and education on preventative health services.
11. **Medication Management** means medication screening and education to prevent incorrect medication and adverse drug reactions.
12. **Matching Contributions** means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
13. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
14. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).
15. **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 other party for services received
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement

ARTICLE I. DEFINITIONS (Continued)

- c. Royalties received on patents and copyrights from contract-supported activities
 - d. Proceeds from the sale of items fabricated under a contract agreement
16. **One-Time-Only Funds** means:
- a. Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180) (Title 22 CCR 7314)
 - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the Department
 - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the CDA as a result of the federal re-allotment process
17. **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.
18. **Eligible Service Population** for Title III B, C-1, C-2, D means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135]
19. **Eligible Service Population for Title III E** means an adult family member, or other 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. [OAA 302(3)]
20. **A Grandparent or Older Individual Who is a Relative Caregiver** [OAA 372(a)(2)] means 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:

**Scope of Work – Exhibit A
AREA PLAN- Fiscal Year**

ARTICLE I. DEFINITIONS (Continued)

- (a) lives with the child
- (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
- (c) has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally

21. **A Child** means an individual who is not more than 18 years of age or is an individual with a severe disability.

22. **Individual with Severe Disabilities** means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more of major life activities.

23. **Title III E Family Caregiver Support Program Categories** are:

- 1. Information Services
- 2. Access Assistance
- 3. Support Services
- 4. Respite Care
- 5. Supplemental Services

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

1. **State Long-Term Care Ombudsman Program** means the CDA program that is recognized by the State Legislature and in compliance with the OAA 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); W&I 9700, 9701(f)]

2. **Office of the State Long-Term Care Ombudsman (OSLTCO)** 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

ARTICLE I. DEFINITIONS (Continued)

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); W&I 9710, 9716, 9717]

3. **State Ombudsman** means the individual who serves as the full-time head of the State 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 AAA, 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); W&I 9711]
4. **Local Ombudsman Program** means either a program of the AAA or its subcontractor that is designated by the State Ombudsman 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 which meets the State Ombudsman's criteria for designation and concurrence. [OAA 711(3), 712(a)(5)(D); W&I 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 by the State Ombudsman 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 certification by the State Ombudsman, the individual is required to pass state and federal criminal background clearance, complete a minimum of 36 hours of training, and complete a mentorship in accordance with policies and

ARTICLE I. DEFINITIONS (Continued)

procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5); W&I 9719]

7. **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAA Section 712(a)(5)(B)(vii)]
8. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA Sections 102(35), 321(a)(10), W&I 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 OAA. [Policy of the Office of Elder Rights Projection, Administration on Aging; July 15, 1996]

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

Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) (42 U.S.C. 3058i, OAA Section 721), including:

1. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation
2. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals
3. Ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year

ARTICLE I. DEFINITIONS (Continued)

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

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA, Section 306) in accordance with State and federal laws and regulations. The 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- Fiscal Year**

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
 - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities 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 services as required under OAA, Section 301(a)(2)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
11. Enter into contracts with subcontractors that 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).

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year

ARTICLE II. SCOPE OF WORK (Continued)

12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [OMB Circular A-133.400(d)(3)] Onsite monitoring will be conducted every two years for all programs except Title III C-1 and Title III C-2 which will be conducted every year.
14. Monitor nutrition programs. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. Generally accepted standards for food safety, AAA policies and procedures must guarantee the following:
 - Inspection of non-food preparation nutrition sites at least every other year
 - Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions
 - Inspection of central kitchens sites annually
15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
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 performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedure.
18. Provide program information and assistance to the public.

**Scope of Work – Exhibit A
AREA PLAN- Fiscal Year**

ARTICLE II. SCOPE OF WORK (Continued)

19. Maintain a four-year Area Plan, with annual updates, as specified in Title 22 CCR, Sections 7300 through 7320. The Area Plan and annual updates are due by May 1 of each year. The annual update 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. Contract Title III case management services only to a public or non-profit agency, as required by the USC 42 Section 3026 (a)(8)(C).
 22. 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 USC 42 Section 3026 (a)(8)(C).
 23. Include the identity of each designated community focal point in subcontracts as specified in USC 42 Section 3026 (a)(3)(B).
- 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); W&I 9701(a), 9720]
 4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. (W&I 15630 et. seq.)

**Scope of Work – Exhibit A
AREA PLAN- Fiscal Year**

ARTICLE II. SCOPE OF WORK (Continued)

5. 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.]
6. 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)].
7. 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)].
8. 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)].
9. Support the development of resident and family councils. [OAA 712(a)(5)(B)(vi)].
10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services:
 - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA 712(a)(5)(B)(vii)]
 - b. 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. [W&I 9726.1(a)]
 - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [W&I 9726.1(b&d)]
 - d. Establish (in addition to support) resident, family and friends' councils. [W&I 9726.1(c)]
 - e. 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. [W&I 9726.1(e)]
 - f. 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. [W&I 9720]

Scope of Work – Exhibit A
AREA PLAN- Fiscal Year

ARTICLE II. SCOPE OF WORK (Continued)

C. The Contractor shall:

1. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds to support activities for the overall program.
2. Review and approve claims for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.
3. Submit monthly fiscal documents to CDA, as determined by the CDA, for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.

D. The Contractor shall perform the following bilingual and linguistic program services for all programs: (GC 11135 -11139.5; Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340, 98370)

1. Needs Assessment

- a. The 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 persons (LEP) eligible to be served or encountered by the program
2. Frequency with which LEP individuals come in contact with the program
3. Nature and importance of the services provided
4. Local or frequently used resources available to the Contractor

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with GC Section 11135 et seq. and sections 98000-98382 of Title 22 of the CCR.

ARTICLE II. SCOPE OF WORK (Continued)

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - 1. Methodologies used
 - 2. The linguistic and cultural needs of non-English or LEP groups
 - 3. Services proposed to address the needs identified and a timeline for implementation (Title 22 CCR Section 98310)
- c. The 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. The 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, The 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)

ARTICLE II. SCOPE OF WORK (Continued)

- d. The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the 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. The 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. The 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. The 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. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (Title 22 CCR Section 98325)
- b. The 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 GC, section 11135 et seq. (Title 22 CCR Section 98326)
- c. The 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)

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
 - Mileage
<http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. (CCR, Title 2 Section 599.615 et seq)

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

3. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted

ARTICLE I. FUNDS (Continued)

Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. Financial Management Systems

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

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

C. Unexpended Funds

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

D. Availability of Funds

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

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an itemized Area Plan Budget

ARTICLE I. FUNDS (Continued)

(CDA 122). No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:

- Terminate the Contract pursuant to Exhibit D, Article XII, A
- Offer a contract amendment to the Contractor to reflect the reduced funding for this contract

b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced and (2) some contracts may be reduced by a greater amount than others, and (3) the State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest amounts earned on advances of federal funds up to \$100 per year for Local Government Agencies or \$250 for non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to the Department's Accounting Section. [45CFR 92.21(i); 45CFR 74.22(l)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.
3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If the Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least quarterly, to the Department's Accounting Section.
4. Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.

ARTICLE I. FUNDS (Continued)

- (a) The recipient receives less than \$120,000 in federal awards per year.
- (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
- (c) The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

F. Program Income

- 1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- 2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
- 3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
- 4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
- 5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
- 6. Program Income may not be used to meet the matching requirements of this Agreement.
- 7. Program Income must be used to expand baseline services.

G. One-Time-Only (OTO) Funds

- 1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

ARTICLE I. FUNDS (Continued)

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR Section 7532 or through a non-competitive award pursuant to Title 22 CCR Section 7360.
3. Titles III and VII federal Program One-Time-Only funds shall only be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects that are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45 CFR 1321.53(a) & (b).]
 - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services do not require advance Department approval.
4. Nutrition Services Incentive Program (NSIP) One-Time-Only funds shall only be used to purchase food used in the Elderly Nutrition Program.

H. Matching Contributions

Matching Contributions means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.

ARTICLE I. FUNDS (Continued)

I. Area Plan Administration

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III B, III C-1, III C-2, III E, and III C-1 and III C-2 General Fund administration allocations.

ARTICLE II. BUDGET AND BUDGET REVISION

- A.** The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) with the exception of budget service category transfers as noted in E.1.(a) below. The contractor shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B.** The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates, by May 1, unless otherwise instructed by the Department.
- C.** The Contractor shall submit electronically a budget revision 30 calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D.** The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Budget Service Category Transfers**
 - 1.** The Contractor may transfer contract funds between budget service categories under the following terms and conditions:
 - a.** The Contractor shall submit a revised budget to the Department for any service category transfer of funds which exceeds 10 percent of the total budget for each funding source (Title IIIB, C1, C2, D, E, and Title VIIA and B).
 - b.** The Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Allocation Transfers

1. Requests to transfer federal or State funds shall be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
 - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
 - b. Transfer of State funds is allowable between III C-1 General Fund and III C-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified contract period.

G. Matching Requirements

1. The required minimum administration matching contributions for Title III B, III C, & III E combined is 25 percent.
2. The required minimum program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required minimum program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

8. Of the total minimum match required for Title III at least 25 percent must be from local public agencies (e.g. city and county governments, school districts, special districts, and water districts).
9. Expend not more than 10 percent of the total Title III E 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).
10. Limit expenditures for Title III E Supplemental Services to 20 percent of the total Title III E federal and matching non-federal share.

H. Program Development or Coordination

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

I. Indirect Costs

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

Contractor agrees to include the above requirement in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

ARTICLE III. PAYMENTS

A. Title III B, III C, III D, III E, VII Ombudsman and VII Elder Abuse Prevention

The Contractor shall submit a monthly expenditure report and a request for funds to the online California Aging Reporting System (CARS) Fiscal Module by the 30th of each month as follows, or unless otherwise specified by the Department.

ARTICLE III. PAYMENTS (Continued)

Monthly Fiscal Reporting Due Dates

RFF Month	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
RFF Due Date	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30
Expenditure Report Month	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
Expenditure Report Due Date	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30

- B. Ombudsman Citation Penalties Account and Skilled Nursing Facility Quality and Accountability Funds.**

The Contractor shall submit a monthly expenditure report and a request for funds by the 30th of each month unless otherwise specified by the Department.

- C. During the contract period, the Department shall advance funds based on an analysis of current cash needs.**
- D. Upon execution of this agreement, the Department will make quarterly advances of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.**
- E. The Department may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the Department determines that the financial management standards are met.**

ARTICLE IV. CLOSEOUT

- A. The Area Plan Financial Closeout Report (CDA 180), and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All reports are due within 60 calendar days after the end of the fiscal year, unless otherwise specified by the Department. If a contract is terminated prior to the end of the contract period, all reports are due within 30 calendar days following the termination date of the contract.**

ARTICLE IV. CLOSEOUT (Continued)

- B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.**
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.**

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
 Budget Display
 Fiscal Year 2012/13
 El Dorado County Health and Human Services Agency**

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
Supportive Services							
Federal Title IIIB	173,977	-	173,977	-	-	173,977	-
Total Supportive Services	173,977	-	173,977	-	-	173,977	-
Ombudsman							
Federal Title IIIB	18,398	-	18,398	-	-	18,398	-
Federal Title VIIa	23,525	-	23,525	-	-	23,525	-
Special Deposit (SDF)	3,083	-	3,083	-	-	3,083	-
SNF Quality & Accountability	8,543	-	8,543	-	-	8,543	-
Total Ombudsman	53,549	-	53,549	-	-	53,549	-
Congregate Nutrition							
Federal Title IIIC1	229,124	-	229,124	-	-	229,124	-
General Fund C1	19,404	-	19,404	-	-	19,404	-
NSIP C1	35,847	-	35,847	-	-	35,847	-
Total Congregate Nutrition	284,375	-	284,375	-	-	284,375	-
Home-Delivered Meals							
Federal Title IIIC2	114,163	-	114,163	-	-	114,163	-
General Fund C2	16,721	-	16,721	-	-	16,721	-
NSIP C2	54,028	-	54,028	-	-	54,028	-
Total Home Delivered Meals	184,912	-	184,912	-	-	184,912	-
Disease Prevention							
Federal Title IIID	12,205	-	12,205	-	-	12,205	-
Total Disease Prevention	12,205	-	12,205	-	-	12,205	-
Family Caregiver							
Federal Title IIIE	80,493	-	80,493	-	-	80,493	-
Total Title IIIE	80,493	-	80,493	-	-	80,493	-
Elder Abuse							
Federal Title VIIb	3,013	-	3,013	-	-	3,013	-
Total Elder Abuse	3,013	-	3,013	-	-	3,013	-
Administration							
Federal Title IIIB	35,302	-	35,302	-	-	35,302	-
Federal Title IIIC1	41,626	-	41,626	-	-	41,626	-
Federal Title IIIC2	20,740	-	20,740	-	-	20,740	-
Federal Title IIIE	14,587	-	14,587	-	-	14,587	-
General Fund C1	199	-	199	-	-	199	-
General Fund C2	53	-	53	-	-	53	-
Total Administration	112,507	-	112,507	-	-	112,507	-
Grand Total - All Funds	905,031	-	905,031	-	-	905,031	-

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**AREA PLAN
 Budget Display
 Fiscal Year 2012/13
 El Dorado County Health and Human Services Agency**

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
Funding Summary							
Federal Funds	857,028	-	857,028	-	-	857,028	-
General Fund	36,377	-	36,377	-	-	36,377	-
SNF Quality & Accountability	8,543	-	8,543	-	-	8,543	-
Special Deposit	3,083	-	3,083	-	-	3,083	-
	905,031	-	905,031	-	-	905,031	-

Comments:

The maximum amount of Title III/VII Baseline expenditures allowable for the first quarter is:	191,788
The maximum amount of Title IIIIE expenditures allowable for supplemental services is:	25,355
The maximum amount of Title IIIIE expenditures allowable for Grandparents is:	12,677
The minimum General Fund to be expended for State Match in Title III is:	31,145

CFDA NUMBER	Title	Year	Award Number	Award Name
93.041	Title VII: Elder Abuse Prevention	2012	12AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable
		2013	13AACAT7SP	Elder Rights Protection Activities
93.042	Title VII: Ombudsman	2012	12AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable
		2013	13AACAT7SP	Elder Rights Protection Activities
93.043	IIID: Preventive Health	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community
		2013	13AACAT3SP	Programs on Aging
93.044	IIIB: Supportive Services	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community
		2013	13AACAT3SP	Programs on Aging
93.045	IIIC1: Congregate Meals	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community
		2013	13AACAT3SP	Programs on Aging
93.045	IIIC2: Home-Delivered Meals	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community
		2013	13AACAT3SP	Programs on Aging
93.052	IIIE: NFCSP	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community
		2013	13AACAT3SP	Programs on Aging
93.053	Nutrition Services Incentive Program	2012	12AACANSIP	Older Americans Act Section 311-Nutrition Services
		2013	13AACANSIP	Incentive Program

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**Special Terms and Conditions - Exhibit D
AREA PLAN – FY 2012-13**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. Definitions

1. 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 are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
3. "Contractor" means the Area Agency on Aging awarded funds 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.
4. "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.
5. "Reimbursable item" also means "allowable cost" and "compensable item."
6. "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.

B. Resolution of Language Conflicts

The terms and conditions of this federal Award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Older American Act Amendments of 2006 (OAA as amended)
2. Other applicable Federal statutes and their implementing regulations
3. Older Californians Act
4. Title 22 CCR § 7000 et. seq.
5. Standard Agreement (Std. 213), all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference
7. Program memos and other guidance issued by the Department

ARTICLE II. ASSURANCES

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

ARTICLE II. ASSURANCES (Continued)

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. Subcontracts

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 (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities

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

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

The 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. The 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.).

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ARTICLE II. ASSURANCES (Continued)

4. The 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

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ARTICLE II. ASSURANCES (Continued)

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

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

1. When applicable for purposes of construction or repair of facilities, the 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 non-construction activities, the Contractor or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and non-construction.

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.)

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AREA PLAN – FY 2012-13

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: (45 CFR 92.35)
 - 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
 - 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
2. The Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or subcontractor.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

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AREA PLAN – FY 2012-13**

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

1. 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.
2. These documents must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA 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 AAA 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.

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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 instruction.
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
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352
6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

ARTICLE III. AGREEMENT

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

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AREA PLAN – FY 2012-13**

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 XX, 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 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.

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ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS (Continued)

- 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 guidance 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 with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding,

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ARTICLE VI. RECORDS

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, , 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, toner, file folders, etc.

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ARTICLE VII. PROPERTY (Continued)

- B. Property meeting all of the following criteria are subject to the reporting requirements:
1. Has a normal useful life of at least 1 year
 2. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
 3. Is used to conduct business under this Agreement
- C Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. 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.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. 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.
- E. The Contractor shall keep track of property purchased with CDA funds, and submit to the Department annually with the Closeout, in electronic form, a cumulative inventory of all 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 electronic version of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department.

The Contractor shall record the following information when property is acquired:

1. Date acquired
2. Property description (include model number)
3. CDA tag number or other tag identifying it as CDA property
4. Serial number (if applicable)

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ARTICLE VII. PROPERTY (Continued)

5. Cost or other basis of valuation
6. Fund source

Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Department for all items with a unit cost of \$500 or more. 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 e-mail to the Department the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
 2. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.
- G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- H. 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.
- I. The 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, or until the Contractor has complied with all written instructions from the Department regarding the final disposition of the property.
- J. 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.
- K. 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.

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ARTICLE VII. PROPERTY (Continued)

- L. 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
 - 2. Another Department-funded program
- M. 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.
- N. 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.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. 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 AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies and procurement, 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 and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

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ARTICLE IX. MONITORING AND EVALUATION (Continued)

- C. The Contractor shall monitor contracts, subcontracts or grant agreements to ensure compliance with laws, regulations, and the provisions of contracts or grant agreements that may have a direct or material effect on each of its major programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department.

ARTICLE X. AUDITS

- A. The 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 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that State-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the 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 or whether a program specific audit may be elected. The Contractor shall identify

ARTICLE X. AUDITS (Continued)

the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration on Aging.

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)
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 provided 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.

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ARTICLE X. AUDITS (Continued)

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 not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the Department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments)
4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21) which state in part that financial reporting must be accurate, current, and complete; and, accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents
5. Determining whether the results of the reconciliations performed 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.

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ARTICLE X. AUDITS (Continued)

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 of this Article shall be included in contracts/agreements with the subcontractor. Further, the subcontractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Department shall have access to all audit reports and supporting work papers, and the Department has the option to perform additional work, as needed.
- F. The 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 verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- G. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principle circulars.
- H. The 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. The 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.

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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, or unless otherwise amended by future regulation, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - \$750,000 if seating capacity is under 8
 - \$1,500,000 if seating capacity is 8 – 15
 - \$5,000,000 if seating capacity is over 15
 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 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.

**Special Terms and Conditions - Exhibit D
AREA PLAN – FY 2012-13**

ARTICLE XI. INSURANCE (Continued)

3. The Department shall be named as 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.
- 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 Without Cause

The Department may terminate performance of work under this Agreement, in whole or in part, without cause, if the Department determines that a termination is in the State's best interest. The Department may terminate the Agreement upon 90 days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of

ARTICLE XII. TERMINATION

the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

The Department may terminate, in whole or in part, for cause the performance of work under this Agreement. The Department may terminate the Agreement upon 30 days written notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to threat to life, health or safety of the public and in that case the termination shall take effect immediately. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The grounds for termination for cause shall include but are not limited to the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately
2. A violation of the law or failure to comply with any condition of this Agreement
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
4. Failure to comply with reporting requirements
5. 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
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business
7. 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
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income

ARTICLE XII. TERMINATION (Continued)

9. The commission of an act of bankruptcy
10. Finding of debarment or suspension
11. The Contractor's organizational structure has materially changed
12. The Department determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government 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

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by the Department, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination
2. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract
3. Terminate all subcontracts to the extent they relate to the work terminated
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause)

D. Effective Date

Termination of this Agreement, shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is 30 days and Termination without Cause is 90 days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the Department, 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 Department and the procedure for doing so.

ARTICLE XII. TERMINATION

E. Voluntary Termination of Area Plan Agreement

Pursuant to Title 22, Section 7210 the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the Department or upon 30 days written notice to the Department.

In case of voluntary termination, the Contractor shall allow the Department up to 180 days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

- F. In the event of a termination, 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.

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.

**Special Terms and Conditions - Exhibit D
AREA PLAN – FY 2012-13**

ARTICLE XVI. NOTICES (Continued)

- 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 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. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

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

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

B. Encryption on Portable Computing Devices

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

C. Disclosure

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

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

D. Training/Education

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

E. Health Insurance Portability and Accountability Act (HIPAA)

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

F. Contractor Confidentiality Statement

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

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

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

I. Software Maintenance

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

J. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business.

K. Provisions of this Article

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

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
2. The 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 60 days of receipt of the request.
3. 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.
4. 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 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 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

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

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 XIX and Article XX 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."

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

- 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 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 THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction will have 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. CDA 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. The Contractor and/or subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA Title III, Part E, Section 373(d)
10. 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.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA Title III, Part E, Section 373(b); and distinguished between "caregiver" and "grandparent" support services, as required for National Aging Programs Information Systems (NAPIS).
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "grandparent caregiver" [OAA Title III, Part E, Sections 373(a) and (b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. 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 services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

Services Regional Centers, Department of Mental Health Caregiver Resource Centers and other Title III funded providers.

15. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
 - a. Any Contractor for any Title III or Title VII services shall not use means tests
 - b. Any Title III or Title VII client that does not contribute toward the cost of the services received shall not be denied services
 - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive
 - d. Each service provider will:
 - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service
 - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution
 - (iv) Establish appropriate procedures to safeguard and account for all contributions
16. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the CDA.
17. The Contractor shall comply with the OAA Section 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.
18. The Contractor, at a minimum, shall identify and make contact with their local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

19. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
20. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, Division 1.8, Chapter 4, Article 2, Section 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance
 - c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities
21. The Contractor shall not require proof of age or citizenship as a condition of receiving services.
22. The Contractor shall develop a policy and procedure to ensure that SNP meals are only received by eligible individuals.
23. The Contractor shall annually assess the Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA §339(2)(J)] [OAA §207(a)(3)]

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 actual and perceived 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)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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); W&I 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); W&I 9724(c and d); CCR 8020(a)]
3. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA 712(h)(5)(B)]
4. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized pursuant to OAA 705(a)(6)(C); OAA 712(d)(2) and W&I 9725.
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); W&I 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, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program.
7. The Local Ombudsman Program Coordinator shall provide the Office of the State Long-Term Care Ombudsman (OSLTCO) with an organizational chart that includes:

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- a. all local staff who are wholly or partly funded by Ombudsman Program resources
- b. their titles/roles within the Program
- c. the number of hours per week charged to the Local Ombudsman Program for each position

The Coordinator shall inform the OSLTCO of any staffing changes.

8. The Local Ombudsman Program Coordinator shall inform the OSLTCO of issues with local Ombudsman representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues.
9. 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), W&I 9725, W&I 25633(b)(2)(B)]
10. 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 CDA.
[OAA 712(C); W&I 9716].

C. Assurances Specific to Legal Services Providers (LSPs) in accordance with OAA 731. The Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate
3. Where both legal and ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

4. LSPs may assist the state in providing legal representation to the ombudsman program when an ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the ombudsman
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, LTC ombudsman, HICAP, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points
7. LSPs are to coordinate legal assistance activities with the statewide Hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis
8. LSPs are to use the Uniform Reporting System developed by the CDA in December 2007 to collect data on legal services provided
9. Waiver of this section of the contract may be obtained from the CDA 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 to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII B in accordance with CDA requirements [W&I Code 9102 (a)(5)].
- B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.
 1. Quarterly, the Contractor shall submit data reports for Older Americans Act funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1- December 31	January 31
Quarter 3	January 1- March 31	April 30
Quarter 4	April 1 – June 30	July 31

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, 10 calendar days prior to the report due date, the Contractor shall submit to the Data Team (DataTeam.Reports@aging.ca.gov) a written explanation including the reasons for the delay and the estimated date of submission.
4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within 10 calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within 10 days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D Title III E, and Title VII B services.

The Contractor shall submit program data reports electronically as follows:

1. Upload the National Aging Program Information System (NAPIS) State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services (Title III B) Report (CDA 1022) via email to DataTeam.Reports@aging.ca.gov.
3. Submit performance data reports quarterly.
4. Submit NAPIS SPR reports annually.

D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report and Annual Performance Data Verification of State Form, in accordance with CDA requirements.

1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.

ARTICLE II. REPORTING PROVISIONS (Continued)

- a. The Contractor shall correct all logic errors identified in the Annual Data Error Report.
 - b. The Contractor shall correct and/or explain all questionable errors identified in the Annual Data Error Report.
 - c. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via e-mail to DataTeam.Reports@aging.ca.gov.
 - d. The Annual Data Error Reports are due to CDA by a date specified by the Department which can vary from year to year.
2. The Contractor shall verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy in accordance with CDA requirements.
- a. The Contractor shall review all NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections.
 - b. As a result of the verification process, the Contractor shall complete the Annual Performance Data Verification form indicating corrections submitted. The AAA Director shall review and approve all corrections.
 - c. The AAA Director shall complete and initial the Annual Performance Data Verification form.
 - d. The Contractor shall return the completed Annual Performance Verification form to CDA via e-mail to DataTeam.Reports@aging.ca.gov (electronic signatures accepted).

E. Reporting Provisions Specific to the Ombudsman Program

The Contractor shall take the following actions, or shall require its subcontractor, the Local Ombudsman Program, to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing the OmbudsManager or other software provided by CDA as required. NORS data entry must be timely, complete, accurate, and verifiable.

1. 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.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly OmbudsManager Reporting Form, (OSLTCO S301) indicating that data for the quarter has been completed or the reason for any delay, to the Ombudsman Program mailbox (stateomb@aging.ca.gov) with a copy to the AAA.
- F. 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 all data from the Contractor and subcontractor
 3. Verification of Contractor and subcontractor data prior to submission to the CDA Data Team
 4. Procedures for the Contractor and subcontractor on correcting data errors
 5. A methodology for calculating and reporting:
 - a) total estimated unduplicated clients in each non-registered service
 - b) total estimated unduplicated clients in all non-registered services
 - c) total estimated unduplicated clients across all registered and non-registered services; and
 6. Performance data monitoring process
- G. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
- H. Reporting Provisions Specific to Title VII B: Elder Abuse Prevention
1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037), as specified on the form, to the State Ombudsman mailbox (stateomb@aging.ca.gov) on the following reporting due dates:

ARTICLE II. REPORTING PROVISIONS (Continued)

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1- December 31	January 31
Quarter 3	January 1- March 31	April 30
Quarter 4	April 1 – June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of “Elder Abuse Prevention, Education and Training Sessions” and “Elder Abuse Prevention Educational Materials” into CARS on a quarterly basis.
3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

ARTICLE III. APPEAL PROCESS

- A. The Contractor may appeal an adverse determination as defined in Title 22 CCR, Section 7702 using the appeal process established by the CDA in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within 30 days of CDA'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.
- 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) for a service funded either by Title III or Title VII. 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

ARTICLE IV. TRANSITION PLAN (Continued)

2. A plan to communicate with other organizations that can assist in locating alternative services
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals
 4. A plan to evaluate clients in order to assure appropriate placement
 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 [Title 22, Section 7206(e)(4)]
 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. The 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 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
1. The Contractor shall, upon notice of termination of Ombudsman services, do the following:
 - a. If Ombudsman services are subcontracted, notify CDA in writing within three working days of a subcontractor's intent to terminate its contract to provide Ombudsman services

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

- b. Within one working day, notify CDA of any change in local Ombudsman services
 2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:
 - a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal. The Contractor shall require the subcontractor to utilize experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the subcontractor and designated by the State Ombudsman as the local Ombudsman Program Coordinator. The Department shall allow the contractor up to 180 days to transition services to a new subcontractor
 - b. Continue the provision of mandated Ombudsman services as a direct service the contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman as the local Coordinator. The Department shall allow the contractor up to 180 days to transition services from the subcontractor to the contractor
- B. Transition Plan**
1. The Contractor shall submit a Transition Plan 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
 - 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. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:

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

- a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a Local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program
 - b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to a Request for Proposals requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the State Ombudsman to carry out Ombudsman duties with respect to the planning or service area
3. The Transition Plan shall at a minimum include the following:
- a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program
 - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services
 - c. Details of how the Contractor shall deliver 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 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
 - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider
- C. The 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 Transition Plan.

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

- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the OSLTCO to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating subcontractor or from a neighboring Local Ombudsman Program.