



MEMORANDUM

TO: AGING AND ADULT SERVICES COMMISSION
THROUGH: SHIREEN McSPADDEN, EXECUTIVE DIRECTOR
FROM: DANIEL KAPLAN, HUMAN SERVICES AGENCY DEPUTY DIRECTOR OF ADMINISTRATION
RASHI KESARWANI, SENIOR ADMINISTRATIVE ANALYST
DATE: JUNE 7, 2017
SUBJECT: REVIEW AND APPROVAL OF FY17-18 CALIFORNIA DEPARTMENT OF AGING (CDA) AREA PLAN AND HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) BUDGETS, ASSOCIATED CONTRACTS AP-1718-06 AND HI-1718-06, AND ALL SUBSEQUENT AMENDMENTS

BACKGROUND

As part of the annual update required by CDA, the Department of Aging and Adult Services (DAAS) is submitting for your review and approval: (1) the FY17-18 Area Plan budget and (2) the FY17-18 HICAP budget; associated contracts (3) AP-1718-06 and (4) HI-1718-06, respectively; and all subsequent amendments.

Please note that the Area Plan budget reflects the federal and state allocations—and required local match—for Older Americans Act programs in FY17-18. These programs include: Supportive Services (Legal Assistance, Paratransit, and Emergency Home Care), Ombudsman, Congregate Nutrition and Home-Delivered Meals, Disease Prevention, Family Caregiver Assistance, and Elder Abuse Prevention. In addition, these programs receive additional local funding beyond the required local match requirements for Older Americans Act funding.

HICAP funds partially offset the salary of the DAAS Office on Aging Program Manager and provide funding for a contract with Self-Help for the Elderly, the local HICAP provider.

DOCUMENTS

Attached are a number of documents related to the Area Plan and HICAP budgets for FY17-18:

- Area Plan Base Budget Allocation Comparison (FY16-17 to FY17-18). The total Area Plan base budget of \$5,117,803 in FY17-18 reflects an allocation reduction of \$150,080, or, a 2.8% decline, when compared to the FY16-17 base Area Plan budget allocation. The vast majority of the reduction—\$122,780—(82%) is attributable to declines in allocations for Congregate Nutrition and Home-Delivered Meals, which will be back-filled by local dollars.

- ***Area Plan Contract and Corresponding Budget for FY17-18.*** The Area Plan contract (AP-1718-06) and corresponding budget are included for your review and approval. The contract between DAAS and the State identifies program requirements and fund sources.
- ***HICAP Contract and Corresponding Budget for FY17-18.*** The HICAP contract (HI-1718-06) and corresponding budget, including \$331,786 in federal and state funds, are included for your review and approval. The contract between DAAS and the State identifies program requirements and fund sources.

RECOMMENDED ACTION: Approve the FY17-18 Area Plan and HICAP budgets and associated contract modifications, the Area Plan contract AP-1718-06 and the HICAP contract HI-1718-06, and all subsequent amendments.

**City and County of San Francisco, Department of Aging and Adult Services
Area Plan Base Budget Allocation Comparison (FY16-17 & FY17-18)**

	FY16-17 Base Budget Allocation	FY17-18 Base Budget Allocation	Difference (FY17-18 to FY16-17)	DAAS Recommended Reductions
Supportive Services				
Federal Title III B	730,612	728,563	(2,049)	
Total Supportive Services	730,612	728,563	(2,049)	Paratransit Reduction (Municipal Railway)
Ombudsman				
Federal Title III B	24,200	24,136	(64)	
Federal Title VII Ombudsman	30,474	30,534	60	
General Fund III B	13,472	13,406	(66)	
Public Health L & C Program Fund	5,389	5,362	(27)	
State Health Facilities Citation Penalties Account	23,410	23,448	38	
SNF Quality & Accountability	25,596	25,472	(124)	
Total Ombudsman	122,541	122,358	(183)	Ombudsman Reduction (Family Service Agency of San Francisco)
Congregate Nutrition				
Federal Title III C1	1,061,070	1,019,751	(41,319)	
State General Fund C1	137,443	135,074	(2,369)	
NSIP C1	527,485	499,502	(27,983)	
Total Congregate Nutrition	1,725,998	1,654,327	(71,671)	Congregate Nutrition Reduction (Local savings available from Nutrition RFP 715 so no vendor is impacted.)
Home-Delivered Meals				
Federal Title III C2	542,547	513,223	(29,324)	
State General Fund C2	271,278	253,179	(18,099)	
NSIP C2	1,160,264	1,156,584	(3,680)	
Total Home Delivered Meals	1,974,089	1,922,986	(51,103)	Home-Delivered Meals Reduction (Local savings available from Nutrition RFP 715 so no vendor is impacted.)
Disease Prevention				
Federal Title III D	56,208	55,804	(404)	
Total Disease Prevention	56,208	55,804	(404)	
Family Caregiver Assistance				
Federal Title III E	357,141	341,754	(15,387)	
Total Family Caregiver Assistance	357,141	341,754	(15,387)	Family Caregiver Assistance Reduction (Family Caregiver Alliance)
Elder Abuse Prevention				
Federal Title VII Elder Abuse Prevention	12,819	12,728	(91)	
Total Elder Abuse Prevention	12,819	12,728	(91)	Elder Abuse Prevention Reduction (Institute on Aging)
Administration				
Federal Title III B	84,670	84,411	(259)	Funds Title III B Supportive Services / Paratransit Reduction (Municipal Railway)
Federal Title III C1	109,990	105,701	(4,289)	Shift into Title III B Supportive Services / Paratransit Reduction (Municipal Railway)
Federal Title III C2	56,240	53,198	(3,042)	Shift into Title III B Supportive Services / Paratransit Reduction (Municipal Railway)
Federal Title III E	36,934	35,338	(1,596)	Funds Title III E Family Caregiver Assistance / Family Caregiver Assistance Reduction (Family Caregiver Alliance)
State General Fund C1	506	502	(4)	Funds C1 Congregate Nutrition / Local savings available from Nutrition RFP 715 so no vendor is impacted.
State General Fund C2	135	133	(2)	Funds C2 Home-Delivered Meals / Local savings available from Nutrition RFP 715 so no vendor is impacted.
Total Administration	288,475	279,283	(9,192)	
Grand Total - All Funds	5,267,883	5,117,803	(150,080)	
Funding Summary				
Federal Funds	4,790,654	4,661,227	(129,427)	
State General Fund	422,834	402,294	(20,540)	
Public Health L&C Program Fund	5,389	5,362	(27)	
SNF Quality & Accountability	25,596	25,472	(124)	
State Health Facilities Citation Penalties Account	23,410	23,448	38	
	5,267,883	5,117,803	(150,080)	

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT
CDA 1024 (REV 06/2016)

CERTIFICATION

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT
 CDA 1024 (REV 06/2016)

CERTIFICATION	
<ul style="list-style-type: none"> • I agree to protect the following types of confidential information which include but are not limited to: <ul style="list-style-type: none"> - Social Security number - Medical information - Claimant and employer information - Driver License information - Information about individuals that relate to their personal life or identifies or describes an individual - Other agencies' confidential and proprietary information - Criteria used for initiating audit selection - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.) - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract • I agree to protect confidential information by: <ul style="list-style-type: none"> - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason - Securing confidential information in approved locations - Never removing confidential information from the work site without authorization 	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.	
Contractor/Vendor Name:	
Contract Number:	
Printed Name of Person Signing:	
Title of Person Signing:	
Authorized Signature:	Date:

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
LOCAL ASSISTANCE CONTRACT CHECKLIST
CDA 9007 (NEW 6/16)

All documents listed in Sections A and B are required to execute your contract unless otherwise noted.

SECTION A

- All documents must identify the Contractor's legal name exactly as shown on the Standard Agreement (STD. 213).
- Each contract package must stand on its own. For example, if you have more than one contract with the California Department of Aging (CDA) you may have one Insurance Certificate to cover all contracts, but must include a copy of the Certificate in each contract package you return to CDA.
- Return Section A documents to:

California Department of Aging
Attn: Contract Analyst
1300 National Drive, Suite 200
Sacramento, CA 95834

- Four Standard Agreements (STD. 213)** – Print and sign four copies of the Standard Agreement (STD. 213) with *original signatures*. Signature stamps will not be accepted.
- Resolution or Meeting Minutes** authorizing execution of this Contract – The contract number(s) must be referenced in the Resolution or Meeting Minutes. If the Resolution or Meeting Minutes do not also authorize the signing of Amendments, another Resolution or Meeting Minutes will be needed to amend this Contract. If Meeting Minutes are submitted they must be signed off as approved or the following month's Meeting Minutes must be submitted indicating the previous Meeting Minutes were approved.
 - Public Entity – Resolution from the Board of Supervisors or equivalent governing body is required.
 - Nonprofit – Resolution from the Board of Directors is required.
- Contractor/Vendor Statement of Confidentiality (CDA 1024)** – A signed copy must be returned for each different contract number.
- The following documents must reference the contract number(s) or Letter of Self-Insurance. The coverage shall be for the *entire term* of the Contract and must meet the conditions in Exhibit D, Article XI. of the Contract.
 - General Liability Certificate of Insurance***
 - Automobile Liability Certificate of Insurance***
 - Professional Liability Certificate of Insurance** (*does not apply to Title V contracts*)

***Requires the additional insured statement to name the California Department of Aging and/or the State of California as the additional insured.**

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
LOCAL ASSISTANCE CONTRACT CHECKLIST
CDA 9007 (NEW 6/16)

SECTION B

Budget form

- The following budget forms are found on the CDA website:
 - Area Plan Budget (CDA 122)
 - Financial Alignment (FA) Contract Budget (CDA 229FA)
 - Health Insurance Counseling and Advocacy Program (HICAP) Budget (CDA 229)
 - Medicare Improvements for Patients and Providers Act (MIPPA) Budget (CDA 229m)
 - Senior Community Services Employment Program (Title V) Budget (CDA 35)
 - Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Budget (CDA 2000)
- Submit budget forms to FiscalTeam@aging.ca.gov.

Use the following email subject line and file naming convention for each budget you prepare and submit: Identify your PSA_## (first), Program, Period, and process. If applicable, specify the original or revision number (e.g., PSA 24 AP FY1617 Original Budget). Incorporate the amounts shown in the Budget Display into the original budget form. Ensure allocation Transfer Requests correspond to the Budget Display requirements.

Work plan

- The FA work plan is found on the CDA website.
- The MIPPA work plan is found on the MIPPA section of the CDA website.
- Submit FA and MIPPA work plans to HICAPTeam2@aging.ca.gov.
- SNAP-Ed CDA-approved contract work plans are completed prior to the SNAP-ED contract release and do not need to be resubmitted.
- Work plans are not required to execute Area Plan, HICAP, or Title V contracts.

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

AGREEMENT NUMBER AP-1718-06
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
 City & County of San Francisco

2. The term of this Agreement is: July 1, 2017 through June 30, 2018

3. The maximum amount of this Agreement is: \$ 5,117,803.00
 Five million, one hundred and seventeen thousand, eight hundred and three 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	16 pages
Exhibit B – Budget Detail, Payment Provisions, and Closeout	14 pages
Exhibit C* – General Terms and Conditions	GTC 04/2017
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)	33 pages
<input type="checkbox"/> Exhibit D - * Special Terms and Conditions	
Exhibit E – Additional Provisions	16 pages

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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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

CONTRACTOR		California Department of General Services Use Only <input checked="" type="checkbox"/> Exempt per: AG OP 80-111
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)		
City & County of San Francisco		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
1650 Mission Street, 5th Floor, San Francisco, CA 94103-2479		
STATE OF CALIFORNIA		
AGENCY NAME		
California Department of Aging		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Glenn Wallace, Manager, Contracts and Business Services Section		
ADDRESS		
1300 National Drive, Suite 200, Sacramento CA. 95834		

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **AP-1718-06**.
2. The services shall be performed in Planning and Service Area(s): 6.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: City & County of San Francisco
Name: Fiscal, Data & Planning Manager	Name: Shireen McSpadden, Executive Director
Phone (916) 419-7556	Phone: (415) 355-6767
Fax: (916) 928-2510	Fax: (415) 355-3502

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: City & County of San Francisco
Section/Unit: Business Services and Contracts	Section/Unit: Office On Aging
Attention: Christian Margedant	Attention: Michael Zaugg
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 1650 Mission Street, 5th Floor, San Francisco, CA, 94103-2479
Phone: (916) 419-7157	Phone: (415) 355-6790
Fax: (916) 928-2500	Fax: (415) 355-3502
Email: Christian.Margedant@aging.ca.gov	Email: michael.zaugg@sfgov.org

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1. **Child** means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (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.
3. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
4. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
 - a. Individuals eligible to receive a meal at a congregate nutrition site are:
 - (i) Any older individual.
 - (ii) The spouse of any older individual.
 - (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - (v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
 - (i) An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness or disability, or otherwise isolated, shall be given priority in the delivery of services.
 - (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - (iii). An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- 5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]
- 6. **Older relative caregiver** means a caregiver who is –
 - (1) Is age 55 or older; and
 - (2) lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
 - (3) In the case of a caregiver for a child --
 - a. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of 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 caregivers of the child; and
 - c. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally
 - (4) In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.
[OAA § 372(a)(3)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

7. **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.
8. **Individual with a disability** The term "individual with a disability" means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
9. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
11. **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.).
12. **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 Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
13. **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 the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
 - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
 - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

14. **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 such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
15. **Priority Services for Title III E** means services provided to:
 - (A) Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
 - (B) Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities. [OAA§373(c)(2)(A-B)]
 - (C) Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]
16. **Program Development** means activities that either establish a new service or expand or integrate existing services.
17. **Program Income** means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include:
 - 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.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of items purchased under a CDA contract agreement.
18. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

ARTICLE I. PROGRAM DEFINITIONS (Continued)

19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, 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 the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
20. **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 most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
 - a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means test. [OAA § 315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]
21. **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 DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]
22. **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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

- a. Information Services
- b. Access Assistance
- c. Support Services
- d. Respite Care
- e. Supplemental Services

[OAA 373(b)(1)(2)(3)(4)(5)]

B. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Long-Term Care Ombudsman Programs)

1. **Eligible Service Population** means individuals 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 §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]
2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
3. **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 and 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)(A)] [45 CFR 1327.1]
[Welf. & Inst. Code § 9701(a)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

4. **Office of the State Long-Term Care Ombudsman** (OSLTCO) means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]
 5. **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. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
 6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of OSLTCO. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]
 7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]
- C. Definitions Specific to Title VII-A (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). [OAA § 721]

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 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 from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA 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.
3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 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 (3) years or until any audit is resolved, whichever is longer.
6. Meet the requirements under OAA § 301(a)(1)(A) 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.

ARTICLE II. SCOPE OF WORK (Continued)

7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
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. The contractor must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

ARTICLE II. SCOPE OF WORK (Continued)

14. Monitor nutrition programs. 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. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a) Inspection of non-food preparation nutrition sites at least every other year.
 - b) 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.
 - c) Inspection of central kitchens sites annually on-site.
[22 CCR 7634.3(d)]
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 procedures.
18. Provide program information and assistance to the public.
19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st 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 of this Contract.
21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).

ARTICLE II. SCOPE OF WORK (Continued)

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 42 USC 3026(a)(8)(C)(i)-(iii).
23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
24. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
26. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
27. Report a meal only once either as a Title III meal or a Title VI meal.
28. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
[1 USC 7 - Section 3 of the Defense of Marriage Act]

ARTICLE II. SCOPE OF WORK (Continued)

- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1324.19(a)(2)]
[Welf. & Inst. Code §§ 9701(a), 9712.5(b)]
 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)] [45 CFR 1324.19(a)(3)]
[Welf. & Inst. Code § 9712.5(d)]
 3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the 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 of the decision not to investigate and the reasons for the decision.
[OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1)]
[Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
 4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
 5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47.
[Welf. & Inst. Code § 15630 et seq.]
 6. 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.]

ARTICLE II. SCOPE OF WORK (Continued)

7. 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)] [Welf. & Inst. Code § 9716(a)].
8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights and well-being of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]
9. 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)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]
10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1324.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]
11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii)] [45 CFR 1324.19(a)(7)]:
 - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
 - 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. [Welf. & Inst. Code § 9726.1(a)(1)]
 - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
 - d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]
 - e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]

ARTICLE II. SCOPE OF WORK (Continued)

12. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
 13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
 14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
- C. The Contractor shall ensure that the Elder Abuse Prevention program shall do some or all of the following:
[OAA § 721]
1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
 2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
 3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
 4. Promote 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. Conduct 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. Conduct 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;

ARTICLE II. SCOPE OF WORK (Continued)

7. Provide 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; and
8. Conduct 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 CDA to be appropriate.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1718 Contract**

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 the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage -
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) -
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging -
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State: <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR 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. [2 CCR 599.615 et seq.]

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

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA 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.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1718 Contract**

ARTICLE I. FUNDS (Continued)

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 Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

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

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1718 Contract

ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

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 purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature 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 Budget. 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:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
 - b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1718 Contract

ARTICLE I. FUNDS (Continued)

- ii. Some contracts may be reduced by a greater amount than others, and
- iii. 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. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - a. The Contractor 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 \$500 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.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1718 Contract

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Contract.
- E. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)].

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1718 Contract

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. 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-A 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-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, 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.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1718 Contract**

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

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.

B. 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 they were accrued.
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 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO 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 CDA, 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 CDA, 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 CDA approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

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

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a 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 a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

D. 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 IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision is April 30 of the Contract period unless otherwise specified by CDA.
- D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III B, C-1, C-2, D & E. However, the Contractor shall not transfer funds designated for programs into administration.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1718 Contract

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

2. The Contractor may make one transfer of funds between budget line items for Title III B, C-1, C-2, D, and E programs for the first 3 month period of the contract period in accordance with the Budget Display in Exhibit B and one transfer of funds for the period beginning October 1. CDA will process the transfer if sufficient funds are made available.
3. The Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
4. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

E. Allocation Transfers

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III B, C-1 and C-2 programs in accordance with the Budget Display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.
 - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).
 - b. Transfer of State funds is allowable between Title III C-1 General Fund and Title 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.

F. Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1718 Contract**

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

3. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
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, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than ten percent (10%) 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 eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

G. 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, C, & 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 VI of this Exhibit for reconciliation during the closeout period.)

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1718 Contract**

ARTICLE V. PAYMENTS

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

The Contractor shall prepare and submit a monthly expenditure report in an electronic format as instructed by CDA by the 30th of each month.

B. Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, and Older Californians Act.

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

C. Payments will be made to reimburse expenditures reported unless payment method was established as a Request for Funds basis for the contract term at the time of contract execution.

D. During the Contract period, requests to expedite payments shall be reviewed and based on an analysis of the Contractor's need to provide services.

E. Upon execution of this Agreement, CDA will make monthly payments of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.

F. CDA 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 CDA determines that the financial management standards are met.

ARTICLE VI. CLOSEOUT

A. The Area Plan Financial Closeout Report and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All contractors must submit to CDA, Closeout Reports as instructed by CDA.

B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.

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.

D. Closeout reporting documents must be addressed to the CDA Fiscal Team.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1718 Contract

ARTICLE VI. CLOSEOUT (Continued)

- E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

**AREA PLAN
 Budget Display
 Fiscal Year 2017-18 (Federal Funding Years 2017 & 2018)
 City & County of San Francisco**

12 months (July 1, 2017 - June 30, 2018)

	Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Supportive Services								
Federal Title IIIB	3BSL17-17	182,141	(b)		182,141		182,141	
Federal Title IIIB	3BSL18-17	546,422	(c)		546,422		546,422	
Total Supportive Services		728,563			728,563		728,563	
Ombudsman								
Federal Title IIIB	3BOL17-17	6,034	(b)		6,034		6,034	
Federal Title IIIB	3BOL18-17	18,102	(c)		18,102		18,102	
Federal Title VIIa	7OFL17-17	7,634	(b)		7,634		7,634	
Federal Title VIIa	7OFL18-17	22,900	(c)		22,900		22,900	
General Fund IIIB	B1GL	13,406	(a)		13,406		13,406	
Public Health L & C Program Fund	LCPF	5,362	(a)		5,362		5,362	
State Health Facilities Citation Penalties Account	SDFL	23,448	(a)		23,448		23,448	
SNF Quality & Accountability	SNFL	25,472	(e)		25,472		25,472	
Total Ombudsman		122,358			122,358		122,358	
Congregate Nutrition								
Federal Title IIIC1	3C1L17-17	254,938	(b)		254,938		254,938	
Federal Title IIIC1	3C1L18-17	764,813	(c)		764,813		764,813	
General Fund C1	C1GL	135,074	(a)		135,074		135,074	
NSIP C1	NC1L17-17	124,876	(b)		124,876		124,876	
NSIP C1	NC1L18-17	374,626	(c)		374,626		374,626	
Total Congregate Nutrition		1,654,327			1,654,327		1,654,327	
Home-Delivered Meals								
Federal Title IIIC2	3C2L17-17	128,306	(b)		128,306		128,306	
Federal Title IIIC2	3C2L18-17	384,917	(c)		384,917		384,917	
General Fund C2	C2GL	253,179	(a)		253,179		253,179	
NSIP C2	NC2L17-17	289,146	(b)		289,146		289,146	
NSIP C2	NC2L18-17	867,438	(c)		867,438		867,438	
Total Home Delivered Meals		1,922,986			1,922,986		1,922,986	
Disease Prevention								
Federal Title IIID	3DFL17-17	13,951	(b)		13,951		13,951	
Federal Title IIID	3DFL18-17	41,853	(c)		41,853		41,853	
Total Disease Prevention		55,804			55,804		55,804	
Family Caregiver								
Federal Title IIIE	3EFL17-17	85,439	(b)		85,439		85,439	
Federal Title IIIE	3EFL18-17	256,315	(c)		256,315		256,315	
Total Title IIIE		341,754			341,754		341,754	
Elder Abuse								
Federal Title VII	7EFL17-17	3,182	(b)		3,182		3,182	
Federal Title VII	7EFL18-17	9,546	(c)		9,546		9,546	
Total Elder Abuse		12,728			12,728		12,728	

Administration					
Federal Title IIIB	3BAL17-17	21,103	(b)	21,103	21,103
Federal Title IIIB	3BAL18-17	63,308	(c)	63,308	63,308
Federal Title IIIC1	C1AL17-17	26,425	(b)	26,425	26,425
Federal Title IIIC1	C1AL18-17	79,276	(c)	79,276	79,276
Federal Title IIIC2	C2AL17-17	13,300	(b)	13,300	13,300
Federal Title IIIC2	C2AL18-17	39,898	(c)	39,898	39,898
Federal Title IIIE	3EAL17-17	8,835	(b)	8,835	8,835
Federal Title IIIE	3EAL18-17	26,503	(c)	26,503	26,503
General Fund C1	1GAL	502	(e)	502	502
General Fund C2	2GAL	133	(e)	133	133
Total Administration		279,283		279,283	279,283
Funding Summary					
Federal Funds		4,661,227		4,661,227	4,661,227
General Fund		402,294		402,294	402,294
Public Health L & C					
Program Fund		5,362		5,362	5,362
SNF Quality & Accountability		25,472		25,472	25,472
State Health Facilities					
Citation Penalties					
Account		23,448		23,448	23,448
Grand Total - All Funds		5,117,803		5,117,803	5,117,803

Comments:					
The maximum amount of Title IIIE expenditures allowable for supplemental services is:					100,558
The maximum amount of Title IIIE expenditures allowable for Grandparents is:					50,279
The minimum General Fund to be expended for State Match in Title III is:					136,314
CFDA NUMBER	Year	Award #	Award Name		
93.041	2016	16AACAT7EA	Older Americans Act Title VII-Alotments for Vulnerable Elder Rights Protection Activities		
93.041	2017	17AACAT7EA	Older Americans Act Title VII-Alotments For Vulnerable Elder Rights Protection Activities		
93.042	2016	16AACAT7OM	Older Americans Act Title VII-Alotments for Vulnerable Elder Rights Protection Activities		
93.042	2017	17AACAT7OM	Older Americans Act Title VII-Alotments For Vulnerable Elder Rights Protection Activities		
93.043	2016	16AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging		
93.043	2017	17AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging		
93.044	2016	16AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging		
93.044	2017	17AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging		
93.045	2016	16AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging		
93.045	2017	17AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging		
93.045	2016	16AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging		
93.045	2017	17AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging		
93.052	2016	16AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging		
93.052	2017	17AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging		
93.053	2016	16AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program		
93.053	2017	17AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program		

(a) Funds must be expended by 6/30/18 and final expenditures reported in closeout by 7/31/18.

(b) Funds must be obligated by 9/30/17 and final expenditures reported in closeout by 6/30/18. The baseline request to be transferred for the project (7/1/17-9/30/17) is due 5/1/17. These funds may not be carried over into a following year contract.

(c) Funds must be reported in closeout by 7/31/18 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/17-6/30/18) is due 5/1/18.

**Special Terms and Conditions - Exhibit D
AP 1718 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities..
6. "Cal. Gov. Code" means California Government Code.
7. "OMB" means the federal Office of Management and Budget.
8. "Cal. Pub. Con. Code" means the California Public Contract Code.
9. "Cal. Civ. Code" means California Civil Code
10. "Reimbursable item" also means "allowable cost" and "compensable item."
11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

Special Terms and Conditions - Exhibit D
AP 1718 Contract

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. "USC" means United States Code.
16. "HHS" means United States Department of Health and Human Services.
17. "OAA" means Older American Act.

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 Grant Terms and Conditions.
2. The Older American Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

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

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

Special Terms and Conditions - Exhibit D
AP 1718 Contract

ARTICLE II. ASSURANCES (Continued)

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, the 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 2000d; 45 CFR 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 Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., 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]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at:
<http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. 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 USC 12101 et seq.]

**Special Terms and Conditions - Exhibit D
AP 1718 Contract**

ARTICLE II. ASSURANCES (Continued)

5. 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, any increase in costs associated with the conflict of interest 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, CDA 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.

Special Terms and Conditions - Exhibit D
AP 1718 Contract

ARTICLE II. ASSURANCES (Continued)

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

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 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 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 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

Special Terms and Conditions - Exhibit D
AP 1718 Contract

ARTICLE II. ASSURANCES (Continued)

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 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - 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.

Special Terms and Conditions - Exhibit D
AP 1718 Contract

ARTICLE II. ASSURANCES (Continued)

2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders 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. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.

Special Terms and Conditions - Exhibit D
AP 1718 Contract

ARTICLE II. ASSURANCES (Continued)

3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

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

O. Lobbying Certification

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

1. No federally 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.

**Special Terms and Conditions - Exhibit D
AP 1718 Contract**

ARTICLE II. ASSURANCES (Continued)

2. If any funds other than federally 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 Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors 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.
 5. 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.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

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

ARTICLE IV. COMMENCEMENT OF WORK

Should the 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.

Special Terms and Conditions - Exhibit D
AP 1718 Contract

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, 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. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors 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, 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(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.

**Special Terms and Conditions - Exhibit D
AP 1718 Contract**

ARTICLE V. SUBCONTRACTS (Continued)

- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal or Invitation for Bid.
 - 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. [22 CCR 7362]

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 all subcontractors 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 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
 - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

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ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. 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 CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. 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 is so stated in writing to the Contractor.
- E. 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 guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

Special Terms and Conditions - Exhibit D
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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 cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least one (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 funds from this Agreement, and submit to CDA 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 Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to CDA, unless otherwise directed by CDA.

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ARTICLE VII. PROPERTY (Continued)

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

1. Date acquired.
2. Item description (include model number).
3. CDA tag number or other tag identifying it as State of California property.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source.

F. 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 CDA 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 CDA. The Contractor shall email to CDA 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. The 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, cell or smart phones, multi-function printers, and laptops.

G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.

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 CDA regarding the final disposition of the property.

**Special Terms and Conditions - Exhibit D
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ARTICLE VII. PROPERTY (Continued)

- 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 one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- 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. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors 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 Summary.
- 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 contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

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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, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- 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.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, 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 CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to the:

California Department of Aging
Attention: Audit Branch
1300 National Drive, Suite 200
Sacramento, California 95834

The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) 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.

For purposes of reporting, 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 Catalog of Federal Domestic Assistance (CFDA) number.

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 CDA.

Special Terms and Conditions - Exhibit D
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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- B. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
- C. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
- D. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

- 1. Ensuring that subcontractors expending \$750,000 or more in federal awards during the Subcontractor's fiscal year have met the audit requirements of 2 CFR § 200.501 - § 200.521 [formerly OMB Circular A-133] as summarized in Section D and E of this Article.
- 2. Issuing a management decision on audit findings within six (6) 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 Contractor 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 did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).
- 4. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.

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AP 1718 Contract

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles.

[2 CFR 200.302]
- 5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - 6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- E. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements [formerly 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 thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]
 - 2. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509]
 - 3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]
 - 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; and the schedule of findings and questioned costs. [2 CFR 200.515]

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- F. Requirements identified in Sections D and E of this Article shall be included in contracts 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; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
- G. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; 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.
- H. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 1. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

- I. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State 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, the Contractor and subcontractors shall comply with the Public Utilities Commission 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:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$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. (All programs except Title V).

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ARTICLE XI. INSURANCE (Continued)

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. 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.
 - 2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. 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 CDA, 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, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors 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 all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

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ARTICLE XI. INSURANCE (Continued)

- I. 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 the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of 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 (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. 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

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are 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 CDA a Transition Plan as specified in Exhibit E of this Agreement. 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.

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ARTICLE XII. TERMINATION (Continued)

5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor 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.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. 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 CDA, 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).

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ARTICLE XII. TERMINATION (Continued)

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 thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA 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 CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

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ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. 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, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be addressed to the Director of CDA on the Contractor's letterhead.
- C. All other notices with the exception of those identified in Section B of this Article 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.

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ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA'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, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contract Representative form to CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, email 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 CDA's Contracts and Business Services Section.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal 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; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, 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, and its Subcontractors/Vendors, 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.

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AP 1718 Contract

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors 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 the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

**Special Terms and Conditions - Exhibit D
AP 1718 Contract**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

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 Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, 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 to 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.

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ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, 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.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. 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. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. 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 Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

- 2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
- 3. 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. [22 CCR 98310, 98313]

B. Provision of Services

- 1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
- 2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. 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.
[22 CCR 11162]

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.
[22 CCR 98310]

4. 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. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. 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. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. 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. [22 CCR 98314]

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

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 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (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 75.328.
4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
 - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

ARTICLE I. ASSURANCES SPECIFIC TO 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 will make funds 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 § 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 subcontractors.
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 § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for 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 "older relative caregiver" [OAA § 373(a)-(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) and 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., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

- 93.041 Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
- 93.042 Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).
- 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 Program-Title III, Part E.
- 93.053 Nutrition Services Incentive Program.

"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, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors 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 subcontractors of

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
 - a. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.
 - b. Any Title III or Title VII-A 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-A 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; and
 - (iv) Establish appropriate procedures to safeguard and account for all contributions.
 - (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

18. The Contractor shall comply with OAA § 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.
19. The Contractor, at a minimum, shall identify and make contact with its 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.
20. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
21. 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 22 CCR § 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
22. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
23. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
24. The Contractor shall annually assess each 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)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

25. The Contractor shall assure that the following publication conditions are met:

Materials published or transferred by the Contractor and financed with funds under this Agreement 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."

B. Assurances Specific to the Ombudsman Program

The Contractor shall assure the following:

1. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
2. The Local Ombudsman Program, , its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
3. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A)] [45 CFR 1324.11(e)(2)(i)] [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(b)]
4. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]

**Additional Provisions - Exhibit E
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ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

5. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
6. 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)] [45 CFR 1324.13(c)(3)] [Welf. & Inst. Code § 9719(a)]
7. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures.. [OAA §§ 705(a)(6)(C); 712(d)(2)] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
8. 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 a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(7)] [45 CFR 1324.13(h)(10)] [Welf. & Inst. Code § 9717(c)] [Statewide Standards for Legal Assistance in California]
9. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program 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. [45 CFR 1324.13(f)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

10. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:
 - a. All local staff that 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.

[45 CFR 1324.13(b),(c)]
11. The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
12. The Local Ombudsman Program Coordinator shall inform CDA/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 [45 CFR 1324.13(b),(c)].
13. 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)] [45 CFR 1324.19(b)(2)(i)]
[Welf. & Inst. Code §§ 9725; 15633(c)]
14. 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 CDA. [OAA § 712(c)]
[45 CFR 1324.13(d)] [Welf. & Inst. Code § 9716(a)]
15. 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 resident complaints.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

C. Assurances Specific to Legal Service 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 an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, 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 revised by CDA in July 2013 to collect data on legal services provided.
9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV of this Agreement entitled, Amendments, Revisions, 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-A Elder Abuse Prevention Programs in accordance with CDA requirements.
[Welf. & Inst. 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 OAA-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

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, ten (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 ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (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.

ARTICLE II. REPORTING PROVISIONS (Continued)

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-A Elder Abuse Prevention Program services

The Contractor shall submit program data reports electronically as follows:

1. Upload the NAPIS State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services Quarterly Aggregate Report Form (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 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.
 - a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to DataTeam.Reports@aging.ca.gov.
 - b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.
2. The Contractor shall review and verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections, in accordance with CDA requirements.

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 NORS utilizing 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). Upon request, 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 Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO 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 the 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.
 6. A performance data monitoring process.
- G. The Contractor shall orient and train staff and Subcontractor 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.

ARTICLE II. REPORTING PROVISIONS (Continued)

H. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention

1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO mailbox (stateomb@aging.ca.gov) on the following reporting due dates:

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 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710. Such appeal shall be filed within thirty (30) days of receipt 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 Title VII programs using the appeal process established in 22 CCR 7700 to 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 § 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 fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. 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. A description of how clients will be notified about the change in their service provider.
 2. A plan to communicate with other organizations that can assist in locating alternative services.
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 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. [22 CCR 7206(e)(4)]
 8. A full inventory and plan to dispose of, 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 Exhibit D, Article XII. 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 receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.
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 (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.
 - b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

B. Transition Plan

1. The Contractor shall submit a Transition Plan to the State Ombudsman within fifteen (15) days from the occurrence of any of the following:
 - a. The Contractor's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.
 - b. The Contractor's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.
 - c. The Contractor's receipt of written notice of CDA's intent to terminate the Contract for Ombudsman services.
 - d. The Transition Plan shall be submitted to:

CDA OSLTCO
1300 National Drive, Suite 200
Sacramento, CA 95834
Attn: State Ombudsman

Additional Provisions - Exhibit E
AP 1718 Contract

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

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:
 - 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 an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.

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, 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 State Ombudsman. The State Ombudsman will monitor the Contractor's progress in carrying out all elements of the Transition Plan.

- 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 CDA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

TITLE III ADMIN AND TITLE III PROGRAMS

BUDGET PERIOD: July 1, 2017 - June 30, 2018		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #		CONTRACT NO.: AP-1718-06		DATE: 5-11-17		PSA # 06	
AAA DIRECT SERVICE COST CATEGORIES		(a) Area Plan Admin	(b) III B Supportive Svcs	(c) III C-1 Congregate Nutr	(d) III C-2 Home Del Nutr	(e) III D Disease Prev	(f) III E Family Caregiver	(g) Total Title III	
1. Personnel (+)	CASH	1,206,610	255,358	0	0	0	0	1,461,968	
	IN-KIND	0	0	0	0	0	0	0	
2. Staff Travel (+)	CASH							0	
	IN-KIND							0	
3. Staff Training (+)	CASH							0	
	IN-KIND							0	
4. Property / Equipment (+)	CASH	0	0	0	0	0	0	0	
	IN-KIND							0	
5. Vendor / Consultant Agreements (+)	CASH							0	
	IN-KIND							0	
6. Food Costs (+)	CASH							0	
	IN-KIND							0	
7. Other Costs (+)	CASH							0	
	IN-KIND							0	
8. Allocated Costs* (+)	CASH							0	
	IN-KIND							0	
9. AREA AGENCY DIRECT COSTS (=)	CASH	1,206,610	255,358	0	0	0	0	1,461,968	
	IN-KIND	0	0	0	0	0	0	0	
10. Indirect Costs (+)	CASH							0	
	IN-KIND							0	
11. TOTAL AREA AGENCY COSTS (=)	CASH	1,206,610	255,358	0	0	0	0	1,461,968	
	IN-KIND	0	0	0	0	0	0	0	
12. Subrecipient Contractor Services (+)	CASH		1,812,902	8,719,393	12,419,550	179,013	476,286	23,607,144	
	IN-KIND		0	948,297	163,542	0	0	1,111,839	
13. TOTAL TITLE III (=)	CASH	1,206,610	2,068,260	8,719,393	12,419,550	179,013	476,286	25,069,112	
	IN-KIND	0	0	948,297	163,542	0	0	1,111,839	
14. TOTAL CASH & IN-KIND		1,206,610	2,068,260	9,667,690	12,583,092	179,013	476,286	26,180,951	

Payment Method: Reimbursement Request for Funds

HHS Approved Indirect Cost Rate(s):

AREA PLAN BUDGET APPROVAL

FOR STATE USE ONLY

Fiscal Specialist Approval	Date	Fiscal Coach Verification	Date
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* - Must submit allocation plan with Area Plan Budget

TITLE III, TITLE VII, AND SPECIAL OMBUDSMAN PROGRAMS

BUDGET PERIOD: July 1, 2017 - June 30, 2018		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #		CONTRACT NO.: AP-1718-06	DATE: 5-11-17	PSA # 06		
AAA DIRECT SERVICE COST CATEGORIES		(a) VII Ombudsman	(b) VII Elder Abuse Prev	(c) Total Title III & VII	(d) Ombudsman PH L&C	(e) Ombudsman SHF Cit. Pen.	(f) Ombudsman SNFQAF	(g) Total Area Plan
1. Personnel (+)	CASH	0	0	1,461,968	0	0	0	1,461,968
	IN-KIND	0	0	0	0	0	0	0
2. Staff Travel (+)	CASH			0				0
	IN-KIND			0				0
3. Staff Training (+)	CASH			0				0
	IN-KIND			0				0
4. Property / Equipment (+)	CASH	0	0	0	0	0	0	0
	IN-KIND			0				0
5. Vendor / Consultant Agreements (+)	CASH	30,534	12,728	43,262	5,362	23,448	25,472	97,544
	IN-KIND			0				0
6. Food Costs (+)	CASH			0				0
	IN-KIND			0				0
7. Other Costs (+)	CASH			0				0
	IN-KIND			0				0
8. Allocated Costs* (+)	CASH			0				0
	IN-KIND			0				0
9. AREA AGENCY DIRECT COSTS	CASH	30,534	12,728	1,505,230	5,362	23,448	25,472	1,559,512
	IN-KIND	0	0	0	0	0	0	0
10. Indirect Costs (+)	CASH			0				0
	IN-KIND			0				0
11. TOTAL AREA AGENCY COSTS	CASH	30,534	12,728	1,505,230	5,362	23,448	25,472	1,559,512
	IN-KIND	0	0	0	0	0	0	0
12. Subrecipient Contractor Services (+)	CASH			23,607,144				23,607,144
	IN-KIND			1,111,839				1,111,839
13. TOTAL AREA PLAN	CASH	30,534	12,728	25,112,374	5,362	23,448	25,472	25,166,656
	IN-KIND	0	0	1,111,839	0	0	0	1,111,839
14. TOTAL CASH & IN-KIND		30,534	12,728	26,224,213	5,362	23,448	25,472	26,278,495

* - Must submit allocation plan with Area Plan Budget

TITLE III, TITLE VII, AND SPECIAL OMBUDSMAN PROGRAMS

BUDGET PERIOD: July 1, 2017 - June 30, 2018		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #		CONTRACT NO.: AP-1718-06		DATE: 5-11-17		PSA # 06	
SECTION A		(a) Area Plan Admin	(b) III B Supportive Svcs	(c) III C-1 Congregate Nutr	(d) III C-2 Home Del Nutr	(e) III D Disease Prev	(f) III E Family Caregiver	(g) Total Title III	
FUNDING SOURCES									
1. Program Income	CASH		0	1,022,122	486,925	7,728	0		1,516,775
2. NSIP	CASH			499,502	1,156,584				1,656,086
3. Intentionally Blank	CASH								0
4. Non-Matching Contributions	CASH	487,878	0	1,391,269	4,267,685	56,283	0		6,203,115
	IN-KIND		0	948,297	163,542	0	0		1,111,839
5. State Funds	CASH	0	13,406	135,576	253,312				402,294
6. Matching Contributions	CASH	448,919	1,302,155	4,651,173	5,741,821	59,198	125,697		12,328,963
	IN-KIND	0	0	0	0	0	0		0
7. Federal Funding	CASH	269,813	752,699	1,019,751	513,223	55,804	350,589		2,961,879
8.TOTAL TITLE III FUNDING	CASH	1,206,610	2,068,260	8,719,393	12,419,550	179,013	476,286		25,069,112
	IN-KIND	0	0	948,297	163,542	0	0		1,111,839
9. TOTAL CASH & IN-KIND		1,206,610	2,068,260	9,667,690	12,583,092	179,013	476,286		26,180,951
SECTION B		(h) VII Ombudsman	(i) VII Elder Abuse Prev	(j) Total Title III & VII	(k) Ombudsman PH L&C	(l) Ombudsman SHF Cit. Pen.	(m) Ombudsman SNFQAF	(n) Total Area Plan	
FUNDING SOURCES									
10. Program Income	CASH			1,516,775					1,516,775
11. NSIP	CASH			1656086					1,656,086
12. Intentionally Blank	CASH			0					0
13. Non-Matching Contributions	CASH			6,203,115					6,203,115
	IN-KIND			1,111,839					1,111,839
14. State Funds	CASH			402,294	5,362	23,448	25,472		456,576
15. Matching Contributions	CASH			12,328,963					12,328,963
	IN-KIND			0					0
16. Federal Funding	CASH	30,534	12,728	3,005,141					3,005,141
17.TOTAL AREA PLAN FUNDING	CASH	30,534	12,728	25,112,374	5,362	23,448	25,472		25,166,656
	IN-KIND	0	0	1,111,839	0	0	0		1,111,839
18. TOTAL CASH & IN-KIND		30,534	12,728	26,224,213	5,362	23,448	25,472		26,278,495

MATCHING CONTRIBUTIONS & ADEQUATE PROPORTION COMPLIANCE

BUDGET PERIOD: July 1, 2017 - June 30, 2 [X] ORIGINAL [] REVISION #				CONTRACT NO.: AP-1718-06	DATE: 5-11-17	PSA # 06
SECTION A				SECTION B (may include Public Admin Match from Section A)		
AREA PLAN ADMINISTRATION MATCHING CONTRIBUTIONS				LOCAL PUBLIC AGENCIES MATCHING CONTRIBUTIONS		
Source	Cash	In-Kind	Total	Source	Cash	Total
SF Local Match	448,919		448,919.284	SF General Fund	12,328,963	12,328,963.28
			0			0
			0			0
			0			0
			0			0
TOTAL	448,919.284	0	448,919.284	TOTAL	12,328,963.28	12,328,963.28

SECTION C				
MINIMUM MATCHING REQUIREMENTS COMPLIANCE				
ITEM	(a) Area Plan Admin	(b) Title III B & III C pooled	(c) Title III E Programs	(d) Total Min Matching
1. Costs to be Matched	718,732	13,628,212	476,286	14,823,231
2. Required Matching Percentages	25%	10.53%	25%	
3. Minimum Required Match	179,683	1,435,051	119,072	1,733,806
4. Match Budgeted (from Page 3)	448,919	11,366,675	125,697	11,941,291
5. Required Local Public Agencies Matching = Line 3 x 25%				433,452

<<< Compare to line 3
<<< Compare to Section B Total

SECTION D			
ADEQUATE PROPORTION CALCULATION			
Priority Services (Do not include OTO)	Federal Share		
5. Information & Assistance	106,013		
6. Case Management	0		
7. Assisted Transportation	0		
8. Transportation	227,960		
9. Outreach	0		
10. Comprehensive Assess.	0		
11. Health	0	Auto-calculated % of Baseline Funding	AAA Approved Percentage from Area Plan
12. Mental Health	0		
13. Public Information	0		
14. Total Access	333,973	45.8%	45.0
15. Personal Care	19,102		
16. Homemaker	21,612		
17. Chore	21,612		
18. Visiting	0		
19. Respite Care	0		
20. Alzheimer's Day Care	0		
21. Residential Repairs/Mods.	0	Auto-calculated % of Base*	AAA Approved Percentage from Area Plan
22. Adult Day/Health Care	0		
23. Telephone Reassurance	0		
24. Total In-Home	62,326	8.6%	5.0
25. Legal Assistance	332,264	45.6%	45.0

SECTION E	
ADEQUATE PROPORTION CALCULATION FOR PRIORITY SERVICES	
BUDGETED BASELINE FUNDS	Amount
1. Total Supportive Services Federal Share	(+) 752,699
2. Less III B Ombudsman Federal Share	(-) 24,136
3. Less III B One-Time-Only	(-) 0
4. Equals III B Supportive Services Base Allocation	(=) 728,563.284
* Total Priority Service Federal Share Divided by III B Base (line 4)	
^ As Approved in the Area Plan	

SECTION F				
OMBUDSMAN MAINTENANCE OF EFFORT CASH FUNDING COMPLIANCE				
Title III B OMBI	State IIIB OMBI	Title VII OMBI	State Special OMBI	Total OMBI Cash
352,610	13,406	30,534	54,282	450,832

For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

AREA PLAN BUDGET TRANSFER REQUESTS

BUDGET PERIOD: July 1, 2017 - June 30, 2018 ORIGINAL REVISION # CONTRACT NO.: AP-1718-06 DATE: 5-11-17 PSA # 06

3 Month Allocated Federal Funding Transfers (Approved 3 Month transfers will be included in OTO Amendment)

3 MONTH TRANSFER OF FUNDS REQUEST Transfers allowed in Original Budget only Federal Funds	Current 3 Month Budget Display Allocations	Must Net Zero		New 3 Month Budget Display Allocations	JUSTIFICATIONS
		Increase	Decrease		
III B Admin	21,103	39,725		60,828	Provide justification for YTD Transfers of 3 Month Baseline exceeding: 30% between IIIB & IIIC or 40% between IIIC-1 & IIIC-2 Justification: SF DAAS prefers the funding flexibility allowed by Title IIIB Administration. The local general fund subsidizes both the C1 and C2 programs substantially. There will be no lack of service as a result of this transfer. Federal Title IIIE and State Titles C1 and C2 administration dollars are being moved to program budgets to simplify reporting requirements.
III C-1 Admin	26,425		26,425	0	
III C-2 Admin	13,300		13,300	0	
III B Ombudsman	6,034			6,034	
III B Program	182,141			182,141	
III C-1 Program	254,938			254,938	
III C-2 Program	128,306			128,306	
III E Admin	8,835		8,835	0	
III E Program	85,439	8,835		94,274	
NSIP C-1 Congr Program	124,876			124,876	
NSIP C-2 Home Del Program	289,146			289,146	

9 Month Allocated Federal Baseline Funding Transfers (9 Month transfers will be processed in the new federal fiscal year, beginning October 1)

9 MONTH TRANSFER OF FUNDS REQUEST Do Not Include OTO Federal Funds	Current 9 Month Budget Display Baseline Alloc.	Must Net Zero		New 9 Month Budget Display Baseline Alloc.	JUSTIFICATIONS
		Increase	Decrease		
III B Admin	63,308			63,308	Provide justification for YTD Transfers of 9 Month Baseline exceeding: 30% between IIIB & IIIC or 40% between IIIC-1 & IIIC-2
III C-1 Admin	79,276			79,276	
III C-2 Admin	39,898			39,898	
III B Ombudsman	18,102			18,102	
III B Program	546,422			546,422	
III C-1 Program	764,813			764,813	
III C-2 Program	384,917			384,917	
III E Admin	26,503			26,503	
III E Program	256,315			256,315	
NSIP C-1 Congr Program	374,627			374,627	
NSIP C-2 Home Del Program	867,438			867,438	

12 Month Allocated State Funding Transfers (Approved transfers will be included in OTO Amendment)

12 MONTH TRANSFER OF FUNDS REQUEST State Funds	Current 12 Month Budget Display Allocations	Must Net Zero		New 12 Month Budget Display Allocations	JUSTIFICATIONS
		Increase	Decrease		
State B Ombudsman	13,406			13,406	Provide justification for YTD Transfers of 9 Month Baseline exceeding: 30% between IIIB & IIIC or 40% between IIIC-1 & IIIC-2 Justification: State Titles C1 and C2 administration dollars are being moved to program to simplify reporting requirements.
State C-1 Admin	502		502	0	
State C-1 Program	135,074	502		135,576	
State C-2 Admin	133		133	0	
State C-2 Program	253,179	133		253,312	

SCHEDULE OF PAID PERSONNEL COSTS ADMIN & TITLE III DIRECT PROGRAM SERVICES

BUDGET PERIOD: July 1, 2017 - June 30, 2018		[X] ORIGINAL [] REVISION #					CONTRACT NO.: AP-1718-06				DATE: 5-11-17			PSA # 06	
POSITION CLASSIFICATION	Annual FTE Wage Rate	FTE %	Admin	FTE %	Direct III B	FTE %	Direct III C-1	FTE %	Direct III C-2	FTE %	Direct III D	FTE %	Direct III E	FTE %	Total Title III
Michael Zaugg - 0923 Manager	138,788	75.0%	104,091	0.0%	0									75.0%	104,091
Linda Lau - 2917 Program Analyst	114,495	75.0%	85,871	0.0%	0									75.0%	85,871
Monte Cimino - 2917 Program Analyst	114,495	100.0%	114,495	0.0%	0									100.0%	114,495
VACANT - 2917 Program Analyst	114,495	100.0%	114,495	0.0%	0									100.0%	114,495
Rose Johns - 2917 Planning Analyst	114,495	15.0%	17,174	0.0%	0									15.0%	17,174
Rashi Kesarwani - 1823 Budget Analyst	111,411	15.0%	16,712	0.0%	0									15.0%	16,712
Jesus Guzman - 2920 Medical Social Worker	101,866	0.0%	0	10.0%	5,093									10.0%	5,093
Andrea Salfi - 2920 Medical Social Worker	101,866	0.0%	0	10.0%	10,187									10.0%	10,187
Emma Medal - 2940 Protective Services	106,960	0.0%	0	10.0%	10,696									10.0%	10,696
Mary Cabarles - 2940 Protective Services	106,960	0.0%	0	10.0%	10,696									10.0%	10,696
Ricardo Arguello - 2940 Protective Services	106,960	0.0%	0	10.0%	10,696									10.0%	10,696
Mary Ann Roerth - 2920 Medical Social Worker	106,960	0.0%	0	10.0%	10,696									10.0%	10,696
Ann McWalters - 2940 Protective Services	106,960	0.0%	0	10.0%	10,696									10.0%	10,696
Maria Fonseca - 2920 Medical Social Worker	101,866	0.0%	0	10.0%	10,187									10.0%	10,187
Arla Ertz - 2920 Medical Social Worker	101,866	0.0%	0	10.0%	10,187									10.0%	10,187
Naomi Chau - 2940 Protective Services	106,960	0.0%	0	10.0%	10,696									10.0%	10,696
Gloria Carniglia - 1842 Management Analyst	88,003	90.0%	79,203	0.0%	0									90.0%	79,203
Linda Murley - 2917 Program Analyst	114,495	100.0%	114,495	0.0%	0									100.0%	114,495
Kelly Bryant - 2920 Medical Social Worker	101,866	0.0%	0	10.0%	10,187									10.0%	10,187
Judy Chiang - 2920 Medical Social Worker	101,866	0.0%	0	10.0%	10,187									10.0%	10,187
Jesus Diaz - 2920 Medical Social Worker	101,866	0.0%	0	10.0%	10,187									10.0%	10,187
Yin Lam Wong - 2920 Medical Social Worker	101,866	0.0%	0	10.0%	10,187									10.0%	10,187
Kelechi Hong - 2940 Medical Social Worker	106,960	0.0%	0	10.0%	10,696									10.0%	10,696
Kelvin Xu - 2920 Medical Social Worker	101,866	0.0%	0	10.0%	10,187									10.0%	10,187
Flora Chan - 2920 Medical Social Worker	101,866	0.0%	0	10.0%	10,187									10.0%	10,187
Lisa Banh - 2940 Protective Services	106,960	0.0%	0	10.0%	10,696									10.0%	10,696
Heather Davis - 0923 Fiscal Manager	138,788	5.0%	6,939	0.0%	0									5.0%	6,939
Ping Chen - 1654 Grants Accountant	107,202	30.0%	32,161	0.0%	0									30.0%	32,161
Sochi Chan - 2846 Nutritionist	102,590	75.0%	76,943	0.0%	0									75.0%	76,943
Tiffany Kearny - 2846 Nutritionist	102,590	75.0%	76,943	0.0%	0									75.0%	76,943
Yukihiko Yasuda - 2920 Medical Social Worker	101,866	0.0%	0	10.0%	10,187									10.0%	10,187
														0.0%	0
														0.0%	0
														0.0%	0
TOTAL SALARIES			839,521		192,527		0		0		0		0		1,032,048
PAYROLL TAXES			67,162		15,402										82,564
EMPLOYEE BENEFITS			299,928		47,429										347,356
TOTAL PAID PERSONNEL COSTS			1,206,610		255,358		0		0		0		0		1,461,968

See below for additional personnel lines if needed

For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

SCHEDULE OF DIRECT (III B) SUPPORTIVE SERVICES, OMBUDSMAN AND OTHER SERVICES

BUDGET PERIOD: July 1, 2017 - June 30, 2018		[X] ORIGINAL [] REVISION #		CONTRACT NO.: AP-1718-06		DATE: 5-11-17		PSA # 06	
SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	Non-Matching Contributions		(e) State Funds	Matching Contributions		(h) Federal Share	
			(c) Cash	(d) In-Kind		(f) Cash	(g) In-Kind		
Supportive Services:									
Personal Care (In-Home)*									0
Homemaker (In-Home)*									0
Chore (In-Home)*									0
Adult Day/Health Care (In-Home)*									0
Case Management (Access)*									0
Assisted Transportation (Access)*									0
Transportation (Access)*									0
Legal Assistance*									0
Information & Assistance (Access)*	255,358					149,345			106,013
Outreach (Access)*									0
Ombudsman									0
Other Support Services:									
Program Development									0
Coordination									0
CARS Data Reporting									0
Alzheimer's Day Care (In-Home)*									0
Comprehensive Assessment (Access)*									0
Health (Access) *									0
Mental Health (Access) *									0
Public Information (Access)*									0
Residential Repairs/Modifications (In-Home)*									0
Respite Care (In-Home)*									0
Telephone Reassurance (In-Home)*									0
Visiting (In-Home)*									0
Cash/Material Aid									0
Community Education									0
Disaster Preparedness Materials									0
Employment									0
Housing									0
Interpretation/Translation									0
Mobility Management									0
Peer Counseling									0
Personal Affairs Assistance									0
Personal/Home Security									0
Registry									0
Senior Center Activities									0
Emergency Preparedness									0
Senior Center Staffing									0
Total IIB Other Support Services	0	0	0	0	0	0	0	0	0
Total Direct III B	255,358	0	0	0	0	149,345	0	0	106,013

*Denotes Priority Services

For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

SCHEDULE OF SUBRECIPIENT CONTRACTED (III B) SUPPORTIVE SERVICES, OMBUDSMAN AND OTHER SERVICES

BUDGET PERIOD: July 1, 2017 - June 30, 2018		[X] ORIGINAL [] REVISION #		CONTRACT NO.: AP-1718-06		DATE: 5-11-17		PSA # 06	
SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	Non-Matching Contributions		(e) State Funds	Matching Contributions		(h) Federal Share	
			(c) Cash	(d) In-Kind		(f) Cash	(g) In-Kind		
Supportive Services:									
Personal Care (In-Home)*	20,922					1,820		19,102	
Homemaker (In-Home)*	23,683					2,071		21,612	
Chore (In-Home)*	23,683					2,071		21,612	
Adult Day/Health Care (In-Home)*								0	
Case Management (Access)*								0	
Assisted Transportation (Access)*								0	
Transportation (Access)*	455,191					227,231		227,960	
Legal Assistance*	923,407					591,143		332,264	
Information & Assistance (Access)*								0	
Outreach (Access)*								0	
Ombudsman	366,016				13,406	328,474		24,136	
Other Support Services:									
Alzheimer's Day Care (In-Home)*								0	
Comprehensive Assessment (Access)*								0	
Health (Access) *								0	
Mental Health (Access) *								0	
Public Information (Access)*								0	
Residential Repairs/Modifications (In-Home)*								0	
Respite Care (In-Home)*								0	
Telephone Reassurance (In-Home)*								0	
Visiting (In-Home)*								0	
Cash/Material Aid								0	
Community Education								0	
Disaster Preparedness Materials								0	
Employment								0	
Housing								0	
Interpretation/Translation								0	
Mobility Management								0	
Peer Counseling								0	
Personal Affairs Assistance								0	
Personal/Home Security								0	
								0	
								0	
								0	
Registry								0	
Senior Center Activities								0	
Emergency Preparedness								0	
Senior Center Staffing								0	
Total Contracted IIIB Other Supp Srvcs	0	0	0	0	0	0	0	0	
Total Contracted IIIB	1,812,902	0	0	0	13,406	1,152,810	0	646,686	
Total Direct IIIB (from Page 9)	255,358	0	0	0	0	149,345	0	106,013	
Total III B	2,068,260	0	0	0	13,406	1,302,155	0	752,699	

*Denotes Priority Services

SCHEDULE OF (III C-1 & III c-2) NUTRITION AND (III D) DISEASE PREVENTION & HEALTH PROMOTION PROGRAMS

BUDGET PERIOD: July 1, 2017 - June 30, 2018		[X] ORIGINAL [] REVISION #		CONTRACT NO.: AP-1718-06		DATE: 5-11-17		PSA # 06		
SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	(c) NSIP	(d) Intentionally Blank	Non-Matching Contributions		(g) State Funds	Matching Contributions		(j) Federal Share
					(e) Cash	(f) In-Kind		(h) Cash	(i) In-Kind	
III C-1 Congregate Programs										
Direct III C-1										
Congregate Meals										0
Nutrition Counseling										0
Nutrition Education										0
Total Direct III C-1	0	0	0	0	0	0	0	0	0	0
Subrecipient Contracted III C-1 Services										
Congregate Meals	9,491,171	1,022,122	499,502		1,391,269	851,097	135,576	4,571,854		1,019,751
Nutrition Counseling	29,466							29,466		0
Nutrition Education	147,053					97,200		49,853		0
Total Contracted III C-1	9,667,690	1,022,122	499,502	0	1,391,269	948,297	135,576	4,651,173	0	1,019,751
Total III C-1	9,667,690	1,022,122	499,502	0	1,391,269	948,297	135,576	4,651,173	0	1,019,751
III C-2 Home Delivered Programs										
Direct III C-2										
Home-Delivered Meals										0
Nutrition Counseling										0
Nutrition Education										0
Total Direct III C-2	0	0	0	0	0	0	0	0	0	0
Subrecipient Contracted III C-2 Services										
Home-Delivered Meals	12,300,392	486,925	1,156,584		4,104,596	163,542	253,312	5,622,210		513,223
Nutrition Counseling	263,132				146,221			116,911		0
Nutrition Education	19,568				16,868			2,700		0
Total Contracted III C-2	12,583,092	486,925	1,156,584	0	4,267,685	163,542	253,312	5,741,821	0	513,223
Total III C-2	12,583,092	486,925	1,156,584	0	4,267,685	163,542	253,312	5,741,821	0	513,223
III D Disease Prevention & Health Promotion Program										
Direct III D										
Dis Prev & Health Promotion										0
Subrecipient Contracted III D Services										
Disease Prev & Health Promotion	179,013	7,728			56,283			59,198		55,804
Total III D	179,013	7,728			56,283	0		59,198	0	55,804

SCHEDULE OF FAMILY CAREGIVER SUPPORT PROGRAM SERVICES (III E)

B BUDGET PERIOD: July 1, 2017 - June 30, 2018		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #			CONTRACT NO.: AP-1718-06		DATE: 5-11-17		PSA # 06	
CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	Non-Matching Contributions		(e) State Funds	Matching Contributions		(h) Federal Share		
			(c) Cash	(d) In-Kind		(f) Cash	(g) In-Kind			
Direct III E Family Caregivers										
Information Services										0
Access Assistance										0
Support Services										0
Respite Care										0
Supplemental Services										0
Total Direct III E Family Caregivers	0	0	0	0		0	0	0	0	0
Direct III E Grandparents										
Information Services										0
Access Assistance										0
Support Services										0
Respite Care										0
Supplemental Services										0
Total Direct III E Grandparents	0	0	0	0		0	0	0	0	0
Total Direct III E	0	0	0	0		0	0	0	0	0
Subrecipient Contracted III E Family Caregiver:										
Information Services	41,933					11,410				30,523
Access Assistance	158,374					38,059				120,315
Support Services	213,646					76,228				137,418
Respite Care	54,952									54,952
Supplemental Services	7,381									7,381
Total Contracted III E Family Caregivers	476,286	0	0	0		125,697	0			350,589
Subrecipient Contracted III E Grandparents										
Information Services										0
Access Assistance										0
Support Services										0
Respite Care										0
Supplemental Services										0
Total Contracted III E Grandparents	0	0	0	0		0	0			0
Total Subrecipient Contracted III E	476,286	0	0	0		125,697	0			350,589
Total III E	476,286	0	0	0		125,697	0			350,589

BUDGETED FEDERAL ONE-TIME-ONLY

BUDGET PERIOD: July 1, 2017 - June 30, 2018		[X] ORIGINAL [] REVISION #		CONTRACT NO.: AP-1718-06		DATE: 5-11-17		PSA # 06			
Instructions: This is not a separate budget for One-Time-Only. Include OTO costs listed below on all support pages.											
SERVICE CATEGORIES	(a) Baseline Services	(b) Equipment	(c) Home & Comm-Based Projects*	(d) Innovative Pilot Projects*	(e) Total OTO	SERVICE CATEGORIES	(f) Baseline Services	(g) Equipment	(h) Home & Comm-Based Projects*	(i) Innovative Pilot Projects*	(j) Total OTO
III B						III C-2					
Personal Care					0	Home-Delivered Meals					0
Homemaker					0	Nutrition Counseling					0
Chore					0	Nutrition Education					0
Adult Day/Health Care					0	NSIP					0
Case Management					0	Total III C-2 OTO	0	0	0	0	0
Assisted Transportation					0				Home & Comm-Based Projects*	Innovative Pilot Projects*	
Transportation					0	III D	Baseline Services	Equipment			Total OTO
Legal Assistance					0	No Longer Used					0
Information & Assistance					0	No Longer Used					0
Outreach					0	Dis. Prev & Health Prom					0
<i>Ombudsman</i>					0	Total III D OTO	0	0	0	0	0
Alzheimer's Day Care					0						
Comprehensive Assessment					0						
Health					0	III E Family Caregivers	Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO
Mental Health					0	Information Services					0
Public Information					0	Access Assistance					0
Residential Repairs/Mods.					0	Support Services					0
Respite Care					0	Respite Care					0
Telephone Reassurance					0	Supplemental Services					0
Visiting					0	Total Family Caregivers	0	0	0	0	0
					0	III E Grandparents					
					0	Information Services					0
					0	Access Assistance					0
CARS Data Reporting					0	Support Services					0
Total III B OTO	0	0	0	0	0	Respite Care					0
					0	Supplemental Services					0
					0	Total Grandparents	0	0	0	0	0
					0	Total III E OTO	0	0	0	0	0
					0				Home & Comm-Based Projects*	Innovative Pilot Projects*	
III C-1	Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO	VII	Baseline Services	Equipment			Total OTO
Congregate Meals					0	Ombudsman (VIIa)					0
						Elder Abuse Prev (VIIb)					0
Nutrition Counseling					0						
Nutrition Education					0						
NSIP					0						
Total III C-1 OTO	0	0	0	0	0						

* Home & Comm-Based Projects and Innovative Pilot Projects Require Prior Approval
 Please submit CDA 1031 for all OTO Projects budgeted

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT
CDA 1024 (REV 06/2016)

CERTIFICATION

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT
 CDA 1024 (REV 06/2016)

CERTIFICATION	
<ul style="list-style-type: none"> • I agree to protect the following types of confidential information which include but are not limited to: <ul style="list-style-type: none"> - Social Security number - Medical information - Claimant and employer information - Driver License information - Information about individuals that relate to their personal life or identifies or describes an individual - Other agencies' confidential and proprietary information - Criteria used for initiating audit selection - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.) - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract • I agree to protect confidential information by: <ul style="list-style-type: none"> - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason - Securing confidential information in approved locations - Never removing confidential information from the work site without authorization 	
<p>I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.</p>	
Contractor/Vendor Name:	
Contract Number:	
Printed Name of Person Signing:	
Title of Person Signing:	
Authorized Signature:	Date:

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
LOCAL ASSISTANCE CONTRACT CHECKLIST
CDA 9007 (NEW 6/16)

All documents listed in Sections A and B are required to execute your contract unless otherwise noted.

SECTION A

- All documents must identify the Contractor's legal name exactly as shown on the Standard Agreement (STD. 213).
- Each contract package must stand on its own. For example, if you have more than one contract with the California Department of Aging (CDA) you may have one Insurance Certificate to cover all contracts, but must include a copy of the Certificate in each contract package you return to CDA.
- Return Section A documents to:

California Department of Aging
Attn: Contract Analyst
1300 National Drive, Suite 200
Sacramento, CA 95834

- Four Standard Agreements (STD. 213)** – Print and sign four copies of the Standard Agreement (STD. 213) with *original signatures*. Signature stamps will not be accepted.
- Resolution or Meeting Minutes** authorizing execution of this Contract – The contract number(s) must be referenced in the Resolution or Meeting Minutes. If the Resolution or Meeting Minutes do not also authorize the signing of Amendments, another Resolution or Meeting Minutes will be needed to amend this Contract. If Meeting Minutes are submitted they must be signed off as approved or the following month's Meeting Minutes must be submitted indicating the previous Meeting Minutes were approved.
 - Public Entity – Resolution from the Board of Supervisors or equivalent governing body is required.
 - Nonprofit – Resolution from the Board of Directors is required.
- Contractor/Vendor Statement of Confidentiality (CDA 1024)** – A signed copy must be returned for each different contract number.
- The following documents must reference the contract number(s) or Letter of Self-Insurance. The coverage shall be for the *entire term* of the Contract and must meet the conditions in Exhibit D, Article XI. of the Contract.
 - General Liability Certificate of Insurance***
 - Automobile Liability Certificate of Insurance***
 - Professional Liability Certificate of Insurance** (*does not apply to Title V contracts*)

***Requires the additional insured statement to name the California Department of Aging and/or the State of California as the additional insured.**

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
LOCAL ASSISTANCE CONTRACT CHECKLIST
CDA 9007 (NEW 6/16)

SECTION B

Budget form

- The following budget forms are found on the CDA website:
 - Area Plan Budget (CDA 122)
 - Financial Alignment (FA) Contract Budget (CDA 229FA)
 - Health Insurance Counseling and Advocacy Program (HICAP) Budget (CDA 229)
 - Medicare Improvements for Patients and Providers Act (MIPPA) Budget (CDA 229m)
 - Senior Community Services Employment Program (Title V) Budget (CDA 35)
 - Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Budget (CDA 2000)
- Submit budget forms to FiscalTeam@aging.ca.gov.

Use the following email subject line and file naming convention for each budget you prepare and submit: Identify your PSA_## (first), Program, Period, and process. If applicable, specify the original or revision number (e.g., PSA 24 AP FY1617 Original Budget). Incorporate the amounts shown in the Budget Display into the original budget form. Ensure allocation Transfer Requests correspond to the Budget Display requirements.

Work plan

- The FA work plan is found on the CDA website.
- The MIPPA work plan is found on the MIPPA section of the CDA website.
- Submit FA and MIPPA work plans to HICAPTeam2@aging.ca.gov.
- SNAP-Ed CDA-approved contract work plans are completed prior to the SNAP-ED contract release and do not need to be resubmitted.
- Work plans are not required to execute Area Plan, HICAP, or Title V contracts.

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

AGREEMENT NUMBER HI-1718-06
REGISTRATION NUMBER

- 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 City & County of San Francisco
- The term of this Agreement is: July 1, 2017 through June 30, 2020
- The maximum amount of this Agreement is: \$984,984
 Nine hundred eighty-four thousand nine hundred eighty-four and 00/100 dollars
- 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	5 pages
Exhibit B – Budget Detail, Payment Provisions, and Closeout	9 pages
Exhibit C* – General Terms and Conditions	GTC 04/2017
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)	33 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	5 pages

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.) City & County of San Francisco		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 1650 Mission Street, 5th Floor, San Francisco, CA 94103-2479		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Aging		<input checked="" type="checkbox"/> Exempt per: Older Californians Act
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Glenn Wallace, Manager, Contracts and Business Services Section		
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834		

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **HI-1718-06**.
2. The services shall be performed in Planning and Service Area(s): 6.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: City & County of San Francisco
Name: Fiscal, Data & Planning Manager	Name: Shireen McSpadden, Executive Director
Phone (916) 419-7556	Phone: (415) 355-6767
Fax: (916) 928-2510	Fax: (415) 355-3502

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: City & County of San Francisco
Section/Unit: Business Services and Contracts	Section/Unit: Office On Aging
Attention: Christian Margedant	Attention: Michael Zaugg
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 1650 Mission Street, 5th Floor, San Francisco, CA, 94103-2479
Phone: (916) 419-7157	Phone: (415) 355-6790
Fax: (916) 928-2500	Fax: (415) 355-3502
Email: Christian.Margedant@aging.ca.gov	Email: michael.zaugg@sfgov.org

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

ARTICLE I. PROGRAM DEFINITIONS

- A. "Eligible Service Population" means Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [Welf. & Inst. Code § 9541(a), (c)(2)], and the public at large who are eligible to receive HICAP community education services.
[Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
- B. "Health Insurance Counseling and Advocacy Program" (HICAP) means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]
- C. "Medicare Modernization Act 2005 (MMA) State Funds" means the 2005 augmentation of HICAP State funds as defined in Welf. & Inst. Code § 9757.5(h).
- D. "State Health Insurance Assistance Program" (SHIP) means a national program supported by the federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
- E. "Program Income" means revenue generated by the Contractor or Subcontractor from contract-supported activities, and may include:
1. Voluntary contributions received from a participant or responsible party as a result of the service.
 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 3. Royalties received on patents and copyrights from contract-supported activities.
 4. Proceeds from the sale of items fabricated under a contract agreement.

ARTICLE II. SCOPE OF WORK

The Contractor, whether providing HICAP directly or through a subcontract, shall:

- A. Ensure statutory provisions of HICAP [Welf. & Inst. Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Agreement, SHIP Basic Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of this Agreement.
- B. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest HICAP Counselor Handbook. [Welf. & Inst. Code § 9100(c)-(d); § 9541(b)(1)-(2)]
- C. Provide timely notice to CDA of any changes to the Program or changes in the status of the Contractor or Subcontractor that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes. If subcontracted, the Contractor will forward this information to CDA.
- D. Submit the name of the HICAP Program Manager to CDA within thirty (30) days of initial employment. If subcontracted, the Contractor will forward this information to CDA.
- E. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, Long-Term Care Community Educators, designed to expand services as broadly as possible. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.
- F. Ensure that the standard HICAP work week business hours, during which HICAP is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9 a.m. to 4 p.m., except on holidays.
- G. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. to 4 p.m. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a message, and return telephone number with an answering service or on an answering machine. Calls from clients leaving messages must be returned within two (2) business days.

ARTICLE II. SCOPE OF WORK (Continued)

- H. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual.
[Welf. & Inst. Code § 9541(f)(4)]
- I. Provide community education designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics.
[Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
- J. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual.
[Welf. & Inst. Code § 9541(e)]
- K. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency.
[Welf. & Inst. Code § 9541(f)(7)]
- L. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
- M. Meet the minimum performance requirements in the Area Plan Service Unit Plan (SUP). Programs will be notified of new performance requirements in a CDA PM.
- N. Ensure the submission of program information and support documentation, to the CDA, for the development of required reports. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by CDA.
- O. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.
- P. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans.
- Q. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:

ARTICLE II. SCOPE OF WORK (Continued)

1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 5941(c)(3)]
3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 5941(c)(3)]
4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.

The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

R. Perform the following if subcontracting for HICAP program services:

1. Enter into contracts with subcontractors to operate the HICAP and provide HICAP counseling, informal advocacy, outreach, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to Welf. & Inst. Code § 9541(c)(3), the HICAP Program Manual as issued by CDA, and any other subsequent CDA PMs, provider bulletins or similar instructions issued during the term of this Agreement.
2. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement.
3. Review, approve, and monitor subcontractors' 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.
4. Conduct onsite monitoring once every two (2) years, and evaluate and document subcontractors' performance and compliance with this Agreement. [45 CFR 1321.11]
5. Provide training, support and technical assistance to the Subcontractor as needed and respond in writing to all written requests from subcontractors for guidance and interpretation of instructions.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract**

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 the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage -
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) -
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging -
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State: <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR 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. [2 CCR 599.615 et seq.]

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

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA 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.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract**

ARTICLE I. FUNDS (Continued)

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 Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. [45 CFR 75]

2. Financial Management Systems

The Contractor shall meet the stipulations for Financial management and standards for financial management systems outlined in 45 CFR 75.302 including but not limited to:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract**

ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

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 purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature 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 budget. 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:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract**

ARTICLE I. FUNDS (Continued)

- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
 - ii. Some contracts may be reduced by a greater amount than others, and
 - iii. 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. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [45 CFR 75.305 (b)(9)]
- 2. Interest earned on advances of federal funds shall be identified as non-match cash.
- 3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [45 CFR 75.305 (b)(8)]
 - a. The Contractor 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 \$500 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.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs - subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel - mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Contract.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

E. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)].
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. No Program Income is required under the terms and conditions of this Agreement.
2. No fees may be charged for services although contributions or donations may be requested. Signs and literature about HICAP services may indicate that donations are welcome and may suggest donation amounts. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as Program Income. (Applicable to HICAP program only.)

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract**

ARTICLE III. PROGRAM SPECIFIC FUNDS

B. One-Time-Only (OTO) Funds

OTO funds, if any, are non-transferable between funding sources and are to be used for the purposes for which they were originally allocated. This means that OTO funds can only be used in the program in which they were accrued.

C. Matching Contributions

No match is required under the terms and conditions of this Agreement.

D. Administration

Contractor Administration shall be no more than ten percent (10%) of the total program allocation.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original HICAP Budget with the annual updates by May 1, unless otherwise instructed by CDA..
- B. The Contractor shall submit electronically a budget revision thirty (30) days after receiving an amended Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision is March 1st of the Contract period unless otherwise specified by CDA. CDA will not accept any budget revision after the Contract period has expired.
- D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor shall submit a revised budget to CDA for any line item budget transfer of funds that is ten percent (10%) or more of the total budget.
2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
HI 1718 Contract**

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

- E. In the event that programs are changed from direct services to contracted services or contracted services to direct services, the Contractor shall submit a revised budget to CDA, prior to implementation of said change. An amendment to this Agreement shall be required in accordance with Exhibit D, Article XV.

ARTICLE V. PAYMENT

- A. The Contractor shall prepare and submit a monthly expenditure report in an electronic format as instructed by CDA by the 30th of each month.
- B. Payments will be made to reimburse expenditures reported unless payment method was established as a Request for Funds basis for the contract term at the time of contract execution.
- C. During the Contract period, requests to expedite payments shall be reviewed and based on an analysis of the Contractor's need to provide services.

ARTICLE VI. CLOSEOUT

- A. All contractors must submit Closeout Reports to CDA, as instructed by CDA.
- B. All contractors must submit the Report of Property Purchased with Agreement Funds (CDA 32) with the Closeout Report.
- C. Closeout reporting documents must be addressed to the CDA Fiscal Team.
- D. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

Exhibit B - Budget Detail, Payment Provisions, and Closeout

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
July 1, 2017 - June 30, 2020**

City & County of San Francisco

	PROJECT	PROGRAM BASELINE	ONE-TIME ONLY	TOTAL	NET CHANGE
PROJECTED: STATE FISCAL YEAR 2017-2018					
HICAP Funds (July 1, 2017-June 30, 2018)					
Reimbursements (Ins Fund)	HIRL	a, f	141,660	-	141,660
State HICAP Fund	HIHL	a, f	70,776	-	70,776
Federal SHIP Funds	HIFL	b, f	87,854	-	87,854
Federal SHIP Funds	HIFL	b, c, g	31,496	-	31,496
STATE FISCAL YEAR 2017-18 (12 MONTHS) TOTAL			331,786	-	331,786

PROJECTED: STATE FISCAL YEAR 2018-2019					
HICAP Funds (July 1, 2018-June 30, 2019)					
Reimbursements (Ins Fund)	HIRL	a, e, f, g	141,660	-	141,660
State HICAP Fund	HIHL	a, e, f, g	70,776	-	70,776
Federal SHIP Funds	HIFL	b, c, f, g	94,488	-	94,488
Federal SHIP Funds	HIFL	b, d, f, g	33,460	-	33,460
STATE FISCAL YEAR 2018-19 (12 MONTHS) TOTAL			340,384	-	340,384

PROJECTED: STATE FISCAL YEAR 2019-2020					
HICAP Funds (July 1, 2019-June 30, 2020)					
Reimbursements (Ins Fund)	HIRL	a, e, f, g	141,660	-	141,660
State HICAP Fund	HIHL	a, e, f, g	70,776	-	70,776
Federal SHIP Funds	HIFL	b, d, f, g	100,378	-	100,378
STATE FISCAL YEAR 2019-2020 (12 MONTHS) TOTAL			312,814	-	312,814

3 YEAR SUMMARY: JULY 1, 2017 - JUNE 30, 2020					
TOTAL HICAP Funds (July 1, 2017-June 30, 2020)					
Reimbursements (Ins Fund)	HIRL		424,981	-	424,981
State HICAP Fund	HIHL		212,327	-	212,327
Federal SHIP Funds	HIFL		347,676	-	347,676
3 YEAR CONTRACT TOTAL			984,984	-	984,984

The maximum allowable expenditure for Administration by project funding:		SFY 2017-18	SFY 2018-19	SFY 2019-20
Reimbursements (Ins Fund)	HIRL	19,660	19,660	19,660
State HICAP Fund	HIHL	9,826	9,826	9,826

Federal Funds for this contract are provided by using the following Administration for Community Living (ACL) grants:

CFDA#	Project Title	Project	Award #	Effective Date
92.324	State Health Insurance Assistance Program	HIFL	90SAPG0052-01	4/1/2017
92.324	State Health Insurance Assistance Program	HIFL	To Be Announced	4/1/2018
92.324	State Health Insurance Assistance Program	HIFL	To Be Announced	4/1/2019

- ^a Funds must be obligated by June 30 for each SFY in which they were allocated. Final expenditures must be reported in closeout by 8/15/20.
- ^b Funds must be expended by 3/31/20 and final expenditures reported in closeout by 5/15/20.
- ^c Funds will not be available until 4/1/2018 or until a Notice of Award is received.
- ^d Funds will not be available until 4/1/2019 or until a Notice of Award is received.
- ^e Funds will not be available until July 1 of each SFY in which they are allocated or upon enactment of the Budget Act.
- ^f The allocated amount is subject to change pending availability of funds.
- ^g The allocations are subject to change pending updated Medicare Beneficiary Population factor data.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities..
6. "Cal. Gov. Code" means California Government Code.
7. "OMB" means the federal Office of Management and Budget.
8. "Cal. Pub. Con. Code" means the California Public Contract Code.
9. "Cal. Civ. Code" means California Civil Code
10. "Reimbursable item" also means "allowable cost" and "compensable item."
11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. "USC" means United States Code.
16. "HHS" means United States Department of Health and Human Services.
17. "OAA" means Older American Act.

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 Grant Terms and Conditions.
2. The Older American Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

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

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

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE II. ASSURANCES (Continued)

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, the 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 2000d; 45 CFR 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 Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., 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]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at:
<http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. 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 USC 12101 et seq.]

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE II. ASSURANCES (Continued)

5. 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, any increase in costs associated with the conflict of interest 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, CDA 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.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE II. ASSURANCES (Continued)

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

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 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 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 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE II. ASSURANCES (Continued)

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 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - 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.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE II. ASSURANCES (Continued)

2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders 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. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.

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ARTICLE II. ASSURANCES (Continued)

3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

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

O. Lobbying Certification

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

1. No federally 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.

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ARTICLE II. ASSURANCES (Continued)

2. If any funds other than federally 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 Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors 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.
 5. 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.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

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

ARTICLE IV. COMMENCEMENT OF WORK

Should the 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.

Special Terms and Conditions - Exhibit D
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ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, 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. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors 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, 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(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE V. SUBCONTRACTS (Continued)

- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 1. The Request for Proposal or Invitation for Bid.
 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. [22 CCR 7362]

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 all subcontractors 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 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

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ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. 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 CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. 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 is so stated in writing to the Contractor.
- E. 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 guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

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 cartridges, file folders, etc.

- B. Property meeting all of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (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 funds from this Agreement, and submit to CDA 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 Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to CDA, unless otherwise directed by CDA.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE VII. PROPERTY (Continued)

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

1. Date acquired.
2. Item description (include model number).
3. CDA tag number or other tag identifying it as State of California property.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source.

F. 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 CDA 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 CDA. The Contractor shall email to CDA 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. The 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, cell or smart phones, multi-function printers, and laptops.

G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.

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 CDA regarding the final disposition of the property.

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ARTICLE VII. PROPERTY (Continued)

- 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 one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- 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. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors 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 Summary.
- 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 contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

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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, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- 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.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, 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 CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to the:

California Department of Aging
Attention: Audit Branch
1300 National Drive, Suite 200
Sacramento, California 95834

The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) 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.

For purposes of reporting, 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 Catalog of Federal Domestic Assistance (CFDA) number.

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 CDA.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- B. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
- C. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
- D. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

1. Ensuring that subcontractors expending \$750,000 or more in federal awards during the Subcontractor's fiscal year have met the audit requirements of 2 CFR § 200.501 - § 200.521 [formerly OMB Circular A-133] as summarized in Section D and E of this Article.
2. Issuing a management decision on audit findings within six (6) 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 Contractor 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 did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).
4. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles.

[2 CFR 200.302]
- 5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - 6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- E. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements [formerly 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 thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]
 - 2. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509]
 - 3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]
 - 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; and the schedule of findings and questioned costs. [2 CFR 200.515]

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- F. Requirements identified in Sections D and E of this Article shall be included in contracts 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; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
- G. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; 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.
- H. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 1. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- b. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

- I. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State 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, the Contractor and subcontractors shall comply with the Public Utilities Commission 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:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$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. (All programs except Title V).

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ARTICLE XI. INSURANCE (Continued)

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. 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.
 - 2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. 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 CDA, 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, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors 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 all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

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ARTICLE XI. INSURANCE (Continued)

- I. 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 the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of 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 (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. 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

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are 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 CDA a Transition Plan as specified in Exhibit E of this Agreement. 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.

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ARTICLE XII. TERMINATION (Continued)

5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor 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.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. 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 CDA, 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).

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ARTICLE XII. TERMINATION (Continued)

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 thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA 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 CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. 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, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be addressed to the Director of CDA on the Contractor's letterhead.
- C. All other notices with the exception of those identified in Section B of this Article 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.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA'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, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contract Representative form to CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, email 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 CDA's Contracts and Business Services Section.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal 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; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, 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, and its Subcontractors/Vendors, 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.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors 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 the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

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 Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, 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 to 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.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, 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.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. 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. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. 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 Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

- 2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
- 3. 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. [22 CCR 98310, 98313]

B. Provision of Services

- 1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
- 2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.

**Special Terms and Conditions - Exhibit D
HI 1718 Contract**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. 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.
[22 CCR 11162]

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.
[22 CCR 98310]

4. 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. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. 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. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. 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. [22 CCR 98314]

Special Terms and Conditions - Exhibit D
HI 1718 Contract

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. ASSURANCES SPECIFIC TO HICAP

- A. The Contractor shall assure, either as a HICAP direct services or contracted services, that the following conditions are met:
 - 1. Services are provided only to the defined Eligible Service Population.
 - 2. Promote public awareness, knowledge and visibility of the HICAP that includes persons in greatest need of services and partnership opportunities with groups not currently being reached.
 - 3. Staffing shall be adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the Program at least thirty-two (32) hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
 - 4. Assure that the Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services.
 - 5. Provide that all persons affiliated with the Program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with laws, regulations, and the HICAP Program Manual.

- B. The Contractor shall assure, either as a HICAP direct services or contracted services, compliance with the State Conflict of Interest Requirements as they pertain to HICAP services as follows:
 - 1. The Contractor shall assure that project staff and volunteers do not engage in the solicitation of insurance; nor endorse any Medicare supplement, long-term care, or other insurance policies or plans; nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

2. The Contractor shall assure that the project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Contractor shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with CDA guidance on conflict of interest and the HICAP Program Manual.
3. The Contractor shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Contractor shall assure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Contractor from soliciting program contributions from entities that do not pose a conflict of interest.

C. The Contractor shall assure that the following publication conditions are met:

Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

1. Use the SHIP Logo and Tagline on all HICAP publications, including websites.
2. Identify the name of the entity, the address, and telephone number at which the supporting data is available.
3. Acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.
4. Include the express acknowledgment on all SHIP public information materials, "This project was supported, in part, by grant number CFDA 93.324 from the U.S. Administration for Community Living, Department of Health and Human Services, Washington D.C. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official Administration for Community Living policy."

**Additional Provisions - Exhibit E
HI 1718 Contract**

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

- D. The Contractor shall assure, either as a HICAP direct services or contracted services, progress toward compliance with the federal Volunteer Risk and Program Management (VRPM) project.
- E. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall ensure, either as a direct services or contracted services HICAP, that program data is entered into the State HICAP Automated Reporting Program (SHARP) in accordance with CDA requirements [Welf. & Inst. Code § 9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable.
 - 1. The Contractor shall review and approve program performance data entered into SHARP.
 - 2. The Contractor shall review and approve program performance data in the following manner:
 - a. The Contractor shall send an email to CDA HICAP (HICAPTeam2@aging.ca.gov) by the 15th day of each month, verifying the review and approval of data for the reporting periods as follows:

Reporting Period	Due Date
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15
July 1 – July 31	August 15
August 1 – August 31	September 15
September 1 – September 30	October 15
October 1 – October 31	November 15
November 1 – November 30	December 15
December 1 – December 31	January 15
January 1 – January 31	February 15
February 1 – February 28	March 15
March 1 – March 31	April 15

ARTICLE II. REPORTING PROVISIONS (Continued)

- b. If the Contractor fails to send a verification email to CDA HICAP by the stated due date, CDA HICAP assumes that data is approved for submission to the federal National Performance Report (NPR) system.
- B. The Contractor shall train and orient staff and subcontractor's staff, either as a direct services or contracted services HICAP, 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. [45 CFR 1321.55(b)]

ARTICLE III. CONTINUITY OF SERVICE AND TRANSITION PLAN

- A. In the event of a change in HICAP subcontractors, the Contractor shall assure that a subsequent HICAP subcontractor is available to complete any open cases or transactions during the transition period. This shall include Medicare appeals and timelines with the Centers for Medicare & Medicaid Services or hearing officers.
- B. The Contractor shall submit a transition plan to CDA within fifteen (15) days of CDA's written Notice of Termination or Contractor's Notice of Intent to Terminate. The transition plan must be approved by CDA and shall at a minimum include the following:
 - 1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new Contractor.
 - 2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new Contractor.
 - 3. A description of how clients will be notified about the change in and continuation of, their HICAP services.
 - 4. A description of how communications with other HICAP sites, local agencies and advocacy organizations shall be made to assist in locating alternative services as needed.
 - 5. A description of how community referral sources will be informed of the pending termination of this HICAP Contract or subcontract and the transition and provision of services.
 - 6. A description of how sensitive and confidential records will be transferred.

**Additional Provisions - Exhibit E
HI 1718 Contract**

ARTICLE III. CONTINUITY OF SERVICE AND TRANSITION PLAN (Continued)

7. A description of adequate staff to provide continued service through the term of the existing Contract. [22 CCR 7206(e)(4)]
 8. A plan to conduct a property inventory and transfer, or return to CDA all equipment purchased with HICAP funds as directed by CDA.
 9. Additional information as necessary to effect a safe transition of clients from the outgoing Contractor or Subcontractor to the new Contractor or Subcontractor.
- C. The Contractor shall require a subcontractor, in the event of a change of a HICAP subcontractor providing services, either as a result of a routine procurement process or a subcontract termination, to submit a transition plan to the Contractor upon written Notice of Termination by the Contractor or Notice of Intent to Terminate by the Subcontractor. The Contractor shall submit the transition plan to CDA at least fifteen (15) days prior to the termination of the Subcontract, in accordance with Exhibit E, Article III of this Agreement. The transition plan must be approved by CDA prior to implementation.
- D. The Contractor shall implement the transition plan as approved by CDA.
- E. CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.



HICAP BUDGET CDA Budget Approval Cover Sheet

PSA NO: **06**

BUDGET PERIOD: **July 1, 2017 - June 30, 2020**

FOR STATE USE ONLY			
AAA-BASED TEAM / FISCAL SPECIALIST	DATE	TEAM COACH	DATE
>		>	

For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

HICAP BUDGET - SUMMARY (All Years)

CONTRACT NO: HI 1718-06

BUDGET PERIOD: 7/1/2017 - 6/30/2020		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #		SUBMISSION DATE: 5/12/17	PSA No: 06
COST CATEGORY	Federal Funds	State Funds		Local Funds	TOTAL FUNDS
AAA ADMINISTRATION	HICAP Federal Admin	HICAP Reimb. Admin	HICAP Fund Admin	Program Income / Other Funds	TOTAL
Personnel	27,000	30,000	15,000	27,000	99,000
Operating Expenses	0	0	0	0	0
Indirect Admin	0	0	0	0	0
TOTAL HICAP ADMINISTRATION	27,000	30,000	15,000	27,000	99,000
HICAP PROGRAM	HICAP Federal Program	HICAP Reimb. Program	HICAP Fund Program	Program Income / Other Funds	TOTAL FUNDS
Direct Services	0	0	0	0	0
Subcontractor Subrecipient Services	320,676	394,980	197,328	89,706	1,002,690
TOTAL HICAP PROGRAM	320,676	394,980	197,328	89,706	1,002,690
TOTAL HICAP BUDGET	347,676	424,980	212,328	116,706	1,101,690

HICAP Legal Representation Services are provided: Yes
 [W&I Code, Section 9541 (c) (3)]

Amount Budgeted: \$ _____

Payment Method: Reimbursement Request for Funds

HHS Approved Indirect Cost Rate(s):

FOR STATE USE ONLY			
AAA-BASED TEAM / FISCAL SPECIALIST	DATE	TEAM COACH	DATE
>		>	

AAA ADMINISTRATION BUDGET - FEDERAL & LOCAL FUNDS

CONTRACT NO: HI 1718-06						
BUDGET PERIOD: 7/1/2017 - 6/30/2018	[X] ORIGINAL [] REVISION #	SUBMISSION DATE: 5/12/2017	PSA No: 06			
PERSONNEL	Monthly Wage Rate FTE	Total Annual FTE % of Time Worked	9 Month Salaries & Wages	3 Month Salaries & Wages	Local Funds Salaries & Wages	TOTAL
Position Classification:						
0923 Manager II	11,551	15.00%	6,750	2,250	5,000	14,000
						0
						0
						0
						0
						0
						0
						0
						0
TOTAL SALARIES & WAGES			6,750	2,250	5,000	14,000
STAFF BENEFITS						0
TOTAL PERSONNEL			6,750	2,250	5,000	14,000
OPERATING EXPENSES			9 Month	3 Month	Local Funds	TOTAL
Rent:	Sq ft:	Sq ft Rate/mo.:				0
*Equipment (List Item below):		Quantity				0
						0
						0
						0
						0
						0
						0
Travel:						0
Other Operating Expenses (List below):						0
						0
						0
						0
						0
						0
						0
TOTAL OPERATING EXPENSES			0	0	0	0
INDIRECT COSTS						0
TOTAL FEDERAL & LOCAL ADMINISTRATION			6,750	2,250	5,000	14,000

* Equipment exceeding \$500 must be reported on Property page
 For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

HICAP SUBCONTRACTOR SUBRECIPIENT SERVICES SCHEDULE - 12 Month

CONTRACT NO: HI 1718-06						
BUDGET PERIOD: 7/1/2017 - 6/30/2018	[X] ORIGINAL [] REVISION #		SUBMISSION DATE: 5/12/2017		PSA No: 06	
SubContractors Subrecipients	HICAP 9 Month Federal Funds	HICAP 3 Month Federal Funds	HICAP Reimbursement Program	HICAP Fund Program	Program Income and Other Local Funds	TOTAL CONTRACTED SERVICES
Name: Self Help for the Elderly	81,104	29,246	131,660	65,776	29,902	337,688
Address: 731 Sansome Street, Suite 100, San						
Telephone: (415) 677-7600						
Contact Person: Amanda White						
Name:						0
Address:						
Telephone:						
Contact Person:						
Name:						0
Address:						
Telephone:						
Contact Person:						
Name:						0
Address:						
Telephone:						
Contact Person:						
TOTAL HICAP CONTRACTED SERVICES	9 MONTH FED. 81,104	3 MONTH FED. 29,246	HICAP REIMB. 131,660	HICAP FUND 65,776	LOCAL FUNDS 29,902	TOTAL 337,688

Budget Contracted expenses from all funding sources

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HICAP PROPERTY/EQUIPMENT BUDGETED

CONTRACT NO: HI 1718-06

BUDGET PERIOD: 7/1/2017 - 6/30/2018		[X] ORIGINAL [] REVISION #	SUBMISSION DATE: 5/12/2017	PSA No: 06
ITEM DESCRIPTION	EXPECTED ACQUIRE DATE	Purpose/Justification	Per Unit Cost	FUNDING USED Select from dropdown
AAA ADMIN EQUIPMENT		Include all property with a unit cost exceeding \$500		
				HICAP Federal
				HICAP Reimb.
				HICAP Fund
				None
				None
AAA ADMINISTRATION - EQUIPMENT PURCHASES TOTAL				0
AAA DIRECT PROGRAM EQUIPMENT		Include all property with a unit cost exceeding \$500		
				HICAP Federal
				None
AAA DIRECT PROGRAM - EQUIPMENT PURCHASES TOTAL				0
TOTAL AAA EQUIPMENT PURCHASES				0
SUBCONTRACTOR SUBRECIPIENT EQUIPMENT		Include all property with a unit cost exceeding \$500		
				HICAP Reimb.
				None
SUBRECIPIENT CONTRACTOR EQUIPMENT PURCHASES TOTAL				0
TOTAL EQUIPMENT PURCHASES BUDGETED				0

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HICAP DIRECT SERVICES BUDGET - FEDERAL & LOCAL FUNDS

CONTRACT NO: HI 1718-06							
BUDGET PERIOD: 7/1/2018 - 6/30/2019		[X] ORIGINAL [] REVISION #	SUBMISSION DATE: 5/12/2017		PSA No: 06		
PERSONNEL		Monthly	Total Annual FTE	9 Month	3 Month	Local Funds	TOTAL
Position Classification:		Wage Rate	FTE % of Time Worked	Salaries & Wages	Salaries & Wages	Salaries & Wages	
							0
							0
							0
							0
							0
							0
							0
							0
							0
TOTAL SALARIES & WAGES				0	0	0	0
STAFF BENEFITS							0
TOTAL PERSONNEL				0	0	0	0
OPERATING EXPENSES				9 Month	3 Month	Local Funds	TOTAL
Rent:	Sq ft:		Sq ft Rate (mo.):				0
*Equipment (List Item below):			Quantity				0
							0
							0
							0
							0
							0
Travel:							0
Other Operating Expenses (List):							0
							0
							0
							0
							0
							0
							0
TOTAL OPERATING EXPENSES				0	0	0	0
INDIRECT COSTS							0
TOTAL FEDERAL & LOCAL DIRECT SERVICES				0	0	0	0

* Equipment exceeding \$500 must be reported on Property page
 For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

HICAP SUBCONTRACTOR SUBRECIPIENT SERVICES SCHEDULE - 12 Month

CONTRACT NO: HI 1718-06

BUDGET PERIOD: 7/1/2018 - 6/30/2019	[X] ORIGINAL [] REVISION #	SUBMISSION DATE: 5/12/2017		PSA No: 06		
SubContractors Subrecipients	HICAP 9 Month Federal Funds	HICAP 3 Month Federal Funds	HICAP Reimbursement Program	HICAP Fund Program	Program Income and Other Local Funds	TOTAL CONTRACTED SERVICES
Name: Self Help for the Elderly	87,738	31,210	131,660	65,776	29,902	346,286
Address: 731 Sansome Street, Suite 100, San						
Telephone: (415) 677-7600						
Contact Person: Amanda White						
Name:						0
Address:						
Telephone:						
Contact Person:						
Name:						0
Address:						
Telephone:						
Contact Person:						
Name:						0
Address:						
Telephone:						
Contact Person:						
TOTAL HICAP CONTRACTED SERVICES	9 MONTH FED. 87,738	3 MONTH FED. 31,210	HICAP REIMB. 131,660	HICAP FUND 65,776	LOCAL FUNDS 29,902	TOTAL 346,286

Budget Contracted expenses from all funding sources

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HICAP PROPERTY/EQUIPMENT BUDGETED

CONTRACT NO: HI 1718-06

BUDGET PERIOD: 7/1/2018 - 6/30/2019		[X] ORIGINAL [] REVISION #	SUBMISSION DATE: 5/12/2017	PSA No: 06
ITEM DESCRIPTION	EXPECTED ACQUIRE DATE	Purpose/Justification	Per Unit Cost	FUNDING USED Select from dropdown
AAA ADMIN EQUIPMENT		Include all property with a unit cost exceeding \$500		
				HICAP Federal
				HICAP Reimb.
				HICAP Fund
				None
				None
AAA ADMINISTRATION - EQUIPMENT PURCHASES TOTAL				0
AAA DIRECT PROGRAM EQUIPMENT		Include all property with a unit cost exceeding \$500		
				HICAP Federal
				None
AAA DIRECT PROGRAM - EQUIPMENT PURCHASES TOTAL				0
TOTAL AAA EQUIPMENT PURCHASES				0
SUBCONTRACTOR SUBRECIPIENT EQUIPMENT		Include all property with a unit cost exceeding \$500		
				HICAP Reimb.
				None
SUBRECIPIENT CONTRACTOR EQUIPMENT PURCHASES TOTAL				0
TOTAL EQUIPMENT PURCHASES BUDGETED				0

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AAA ADMINISTRATION BUDGET - FEDERAL & LOCAL FUNDS

CONTRACT NO: HI 1718-06						
BUDGET PERIOD: 7/1/2019 - 6/30/2020		[X] ORIGINAL [] REVISION #		SUBMISSION DATE: 5/12/2017		PSA No: 06
PERSONNEL	Monthly Wage Rate FTE	Total Annual FTE % of Time Worked	9 Month Salaries & Wages	3 Month Salaries & Wages	Local Funds Salaries & Wages	TOTAL
Position Classification:						
0923 Manager II	11,551	15.00%	6,750	2,250	5,000	14,000
						0
						0
						0
						0
						0
						0
						0
						0
TOTAL SALARIES & WAGES			6,750	2,250	5,000	14,000
STAFF BENEFITS						0
TOTAL PERSONNEL			6,750	2,250	5,000	14,000
OPERATING EXPENSES			9 Month	3 Month	Local Funds	TOTAL
Rent:	Sq ft:	Sq ft Rate/mo.:				0
*Equipment (List Item below):		Quantity				0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
TOTAL OPERATING EXPENSES			0	0	0	0
INDIRECT COSTS						0
TOTAL FEDERAL & LOCAL ADMINISTRATION			6,750	2,250	5,000	14,000

* Equipment exceeding \$500 must be reported on Property page
 For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.



AAA ADMINISTRATION BUDGET - STATE & LOCAL FUNDS (12 MONTH)

CONTRACT NO: HI 1718-06

BUDGET PERIOD: 7/1/2019 - 6/30/2020		[X] ORIGINAL [] REVISION #		SUBMISSION DATE: 5/12/2017		PSA No: 06	
PERSONNEL				HICAP Reimb.	HICAP Fund	Local Funds	TOTAL
Position Classification:	Monthly Wage Rate	FTE	Total Annual FTE % of Time Worked	Salaries & Wages	Salaries & Wages	Salaries & Wages	
0923 Manager II	11,551		15.00%	10,000	5,000	4,000	19,000
							0
							0
							0
							0
							0
							0
							0
TOTAL SALARIES & WAGES				10,000	5,000	4,000	19,000
STAFF BENEFITS							0
TOTAL PERSONNEL				10,000	5,000	4,000	19,000
OPERATING EXPENSES				HICAP Reimb.	HICAP Fund	Local Funds	TOTAL
Rent:	Sq ft:		Sq ft Rate (mo.):				0
*Equipment (List Item below):				Quantity			0
							0
							0
							0
							0
							0
							0
Travel:							0
Other Operating Expenses (List):							0
							0
							0
							0
							0
							0
TOTAL OPERATING EXPENSES				0	0	0	0
INDIRECT COSTS							0
TOTAL STATE & LOCAL ADMINISTRATION				10,000	5,000	4,000	19,000

* Equipment exceeding \$500 must be reported on Property page
 For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.



AAA DIRECT SERVICES BUDGET - STATE & LOCAL FUNDS (12 MONTH)

CONTRACT NO: HI 1718-06							
BUDGET PERIOD: 7/1/2019 - 6/30/2020		[X] ORIGINAL [] REVISION #	SUBMISSION DATE: 5/12/2017		PSA No: 06		
PERSONNEL			HICAP Reimb.	HICAP Fund	Local Funds	TOTAL	
Position Classification:	Monthly Wage Rate FTE	Total Annual FTE % of Time Worked	Salaries & Wages	Salaries & Wages	Salaries & Wages		
						0	
						0	
						0	
						0	
						0	
						0	
						0	
						0	
						0	
TOTAL SALARIES & WAGES			0	0	0	0	
STAFF BENEFITS						0	
TOTAL PERSONNEL			0	0	0	0	
OPERATING EXPENSES			HICAP Reimb.	HICAP Fund	Local Funds	TOTAL	
Rent:	Sq ft:	Sq ft Rate (mo.):					
*Equipment (List Item below):		Quantity				0	
						0	
						0	
						0	
						0	
						0	
						0	
TOTAL OPERATING EXPENSES			0	0	0	0	
INDIRECT COSTS						0	
TOTAL STATE & LOCAL DIRECT SERVICES			0	0	0	0	

* Equipment exceeding \$500 must be reported on Property page
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HICAP SUBCONTRACTOR SUBRECIPIENT SERVICES SCHEDULE - 12 Month

CONTRACT NO: HI 1718-06

BUDGET PERIOD: 7/1/2019 - 6/30/2020	[X] ORIGINAL [] REVISION #	SUBMISSION DATE: 5/12/2017			PSA No: 06	
SubContractors Subrecipients	HICAP 9 Month Federal Funds	HICAP 3 Month Federal Funds	HICAP Reimbursement Program	HICAP Fund Program	Program Income and Other Local Funds	TOTAL CONTRACTED SERVICES
Name: Self Help for the Elderly	68,533	22,845	131,660	65,776	29,902	318,716
Address: 731 Sansome Street, Suite 100, San						
Telephone: (415) 677-7600						
Contact Person: Amanda White						
Name:						0
Address:						
Telephone:						
Contact Person:						
Name:						0
Address:						
Telephone:						
Contact Person:						
Name:						0
Address:						
Telephone:						
Contact Person:						
TOTAL HICAP CONTRACTED SERVICES	9 MONTH FED. 68,533	3 MONTH FED. 22,845	HICAP REIMB. 131,660	HICAP FUND 65,776	LOCAL FUNDS 29,902	TOTAL 318,716

Budget Contracted expenses from all funding sources

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HICAP PROPERTY/EQUIPMENT BUDGETED

CONTRACT NO: HI 1718-06

BUDGET PERIOD: 7/1/2019 - 6/30/2020		[X] ORIGINAL [] REVISION #	SUBMISSION DATE: 5/12/2017	PSA No: 06
ITEM DESCRIPTION	EXPECTED ACQUIRE DATE	Purpose/Justification	Per Unit Cost	FUNDING USED Select from dropdown
AAA ADMIN EQUIPMENT		Include all property with a unit cost exceeding \$500		
				HICAP Federal
				HICAP Reimb.
				HICAP Fund
				None
				None
AAA ADMINISTRATION - EQUIPMENT PURCHASES TOTAL				0
AAA DIRECT PROGRAM EQUIPMENT		Include all property with a unit cost exceeding \$500		
				HICAP Federal
				None
AAA DIRECT PROGRAM - EQUIPMENT PURCHASES TOTAL				0
TOTAL AAA EQUIPMENT PURCHASES				0
SUBCONTRACTOR SUBRECIPIENT EQUIPMENT		Include all property with a unit cost exceeding \$500		
				HICAP Reimb.
				None
SUBRECIPIENT CONTRACTOR EQUIPMENT PURCHASES TOTAL				0
TOTAL EQUIPMENT PURCHASES BUDGETED				0

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