

COUNTY OF SAN MATEO
Departmental Correspondence

Date: **AUG 07 2001**

Hearing date: **AUG 21 2001**

TO: Honorable Board of Supervisors

FROM: Charlene A. Silva, Director, Aging and Adult Services *CS*

SUBJECT: Agreement with the California Department of Aging for the Community-Based Services Program for Fiscal Year 2001-2002

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute Agreement Number CB-0102-08 with the California Department of Aging (CDA) for the Community-Based Services Program (CBSP) for Fiscal Year 2001-2002

Background

CBSP was established by the state in 1997 under legislation (AB2800) to bring together several programs that serve seniors and adults with disabilities. As a result, these programs are now coordinated, managed, and administered through the Area Agencies on Aging throughout the state. Programs funded through CBSP include Alzheimer's Day Care Resource Center (ADCRC), Health Insurance Counseling and Advocacy Program (HICAP), Linkages/Respite Purchase of Service, Foster Grandparents, Senior Companions, and Respite Registry. The services provided are designed to foster independence and self-reliance, maintain individual dignity, and allow persons requiring short- and long-duration care services to be an integral part of family and community life to the fullest extent possible.

Discussion

The ADCRCs provide quality day care services to individuals with Alzheimer's Disease and other conditions associated with dementia. They provide a source of respite, support, and information to caregivers and the community.

The purpose of HICAP is to provide objective information and assistance to older persons regarding Medicare, health insurance policies, and other health plans. The program assists seniors in determining their own needs and solutions to personal health care financing.

Linkages provides assessment, counseling, and both short- and long-term case management for functionally disabled adults and at-risk elderly not served by other programs. In addition, it provides public education and serves as an agency liaison by connecting clients with needed

Honorable Board of Supervisors
Agreement with the Community Based Services Program
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services. In 1993-94 CDA combined the Respite Purchase of Service program component with Linkages. This program provides funding to pay for substitute and temporary caregivers, thus enabling primary caregivers a brief time off from their duties. In 2000 CDA authorized the use of Respite Registry funding to supplement Respite Purchase of Service to address the need for increased respite for non-paid caregivers. Aging and Adult Services will use these funds in this manner.

The Foster Grandparents and Senior Companions programs provide meaningful volunteer opportunities to low income seniors. All volunteers receive a meal, transportation, and a small stipend. Older adult volunteers in the Foster Grandparents program mentor children with exceptional physical, developmental, or behavioral needs, while Senior Companion volunteers provide support on a one-to-one basis to adults such as frail elders who need assistance in daily living.

County Counsel has reviewed and approved this agreement as to form and content.

Term and Fiscal Impact

The term of this agreement is from July 1, 2001 through June 30, 2002. The total grant for FY 2001-02 is \$646,815. Of this amount \$80,000 is allocated for ADCRC, \$284,850 is for Linkages, \$17,922 is for Respite Purchase of Service, \$130,000 is for HICAP, \$40,254 is for Foster Grandparents, and \$58,648 is for Senior companions. The remaining \$ 35,141 is reimbursement for administration of the grant. Revenues and expenses related to this agreement are included in AAS's approved budget for 2001-02. There is no impact on the county General Fund as a result of this action.

RECOMMENDED


HEALTH SERVICES AGENCY

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION APPROVING AGREEMENT NO. CB-0102-08 WITH THE
CALIFORNIA DEPARTMENT OF AGING FOR THE COMMUNITY-BASED
SERVICES PROGRAM FOR FISCAL YEAR 2001-02

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, this Board has designated itself as the Area Agency on Aging of San Mateo County to carry out programs pursuant to senior services; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement with the California Department of Aging, reference to which is hereby made for further particulars, whereby the Aging and Adult Services Division shall provide a Community-Based Services Program that fosters independence and self-reliance, maintains individual dignity, and allows persons requiring services to be an integral part of family and community life to the fullest extent possible; and

WHEREAS, this Board has been presented with a form of the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS RESOLVED that Agreement No. CB-0102-08 with California Department of Aging is hereby approved, and the President of this Board of Supervisors is hereby authorized and directed to execute the aforesaid Agreement for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

STANDARD AGREEMENT

STD. 213 (NEW 02/98)



AGREEMENT NUMBER	AMENDMENT NUMBER
CB-0102-08	

- 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
 County of San Mateo
- The term of this Agreement is: July 1, 2001 through June 30, 2002
- The maximum amount of this Agreement is: \$ 646,815
- 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	Page(s)	
Exhibit B – Budget Detail and Payment Provision	11	Page(s)	
* Exhibit C – General Terms and Conditions	GTC201	(Number)	2/20/2001 (Dated)
Exhibit D – Special Terms and Conditions	17	Page(s)	
Exhibit E – Additional Provisions	13	Page(s)	

*View at www.dgs.ca.gov/contracts

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>	
County of San Mateo	
BY <i>(Authorized Signature)</i>	DATE SIGNED)
	
PRINTED NAME AND TITLE OF PERSON SIGNING	
Michael D. Nevin, President Board of Supervisors, County of San Mateo	
ADDRESS	
225 West 37 th Street, San Mateo, California 94403	
STATE OF CALIFORNIA	
AGENCY NAME	
California Department of Aging	
BY <i>(Authorized Signature)</i>	DATE SIGNED
	
PRINTED NAME AND TITLE OF PERSON SIGNING	
Rachel de la Cruz, Manager, Business Services and Contracts Section	
ADDRESS	
1600 K Street, Sacramento, California 95814	
<input type="checkbox"/> Exempt per _____	

ALZHEIMER'S SCOPE OF WORK - CONTRACTED

ARTICLE I. DEFINITIONS SPECIFIC TO ALZHEIMER'S PROGRAM

- A. **Other dementia-related disorders** means those irreversible brain disorders that result in the symptoms described in care need or behavioral problems below. This includes, but is not limited to, multi-infarct dementia and Parkinson's disease.
- B. **Care needs or behavioral problems** means the manifestation of symptoms which may include, but need not be limited to, memory loss, aphasia (communication disorder), becoming lost or disoriented, confusion and agitation with the potential for combativeness and incontinence.
- C. **Alzheimer's Day Care Resource Center (ADCRC)** means a center developed pursuant to this section to provide a program of specialized day care for participants with dementia.
- D. **Respite care** means temporary or periodic services for frail elderly persons or functionally impaired adults to relieve persons who are providing care.
- E. **Caregiver** means a spouse, relative, or friend who has responsibility for the care of the frail elderly person or functionally-impaired adult, and who provides care on a substantially continuous basis.
- F. **Eligible Service Population** means an individual with Alzheimer's disease, or other dementia-related disorders, particularly in the moderate to severe stages, whose care needs and behavioral problems may make it difficult to participate in existing care programs.

ARTICLE II. SCOPE OF WORK SPECIFIC TO ALZHEIMER'S PROGRAM

- A. The Contractor is charged with implementing statutory provisions of the Alzheimer's Day Care Resource Centers (ADCRC) Program (Welfare and Institutions Code, Section 9542,) and managing Alzheimer's Day Care Resource Centers in accordance with laws and regulations, and the ADCRC Program Manual as issued by the Department. Perform services with a good faith effort at the levels stated in the Performance Estimate Form (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.
- B. Administrative requirements include:
 - 1. Initiate/procure subcontracts pursuant to Welfare and Institutions Code, Chapters 7 and 7.5.

Scope of Work - Exhibit A

5. Provide training for professionals, students, and other persons caring for this population;
6. Disseminate information to the public regarding Alzheimer's disease and related disorders;
7. Be a resource to caregivers and to the community; and ensure availability of family support groups;
8. Provide in-service training a minimum of six (6) times per year to staff and volunteers working with the subcontractors;
9. Establish contact with local educational programs, such as nursing and gerontology programs, to provide onsite training to students;
10. Concentrate on participants in the moderate to severe ranges of disability;
11. Provide or arrange for a noon meal to participants;
12. Provide services to assist family members, including counseling and referral to other resources;
13. Provide presentations to professional service providers in the community at least four (4) times per year;
14. Provide community outreach education to the community, lay public, and caregivers;
15. Involve the center in community outreach activities and provide educational and informational materials to the community;
16. The site must provide direct dementia-specific program and services a minimum of three (3) days per week and at least five (5) hours per day;and
17. Support and train caregivers through caregiver support groups and other caregiver activities no less than twelve (12) times per year by staff associated with the ADCRC, or by arrangement with other support group providers in the local community.

Scope of Work - Exhibit A

FOSTER GRANDPARENT SCOPE OF WORK - CONTRACTED

ARTICLE I. DEFINITIONS SPECIFIC TO FOSTER GRANDPARENT PROGRAM

- A. **Foster Grandparent Volunteer** means an eligible volunteer aged 60 years or older with an income that falls below the federal eligibility guidelines and whose stipend is supported with State General Funds and governed by the rules and regulations of the Corporation for National Service (CNS).
- B. **Corporation for National Service (CNS)** is the federal agency responsible for implementation of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113, 87 Stat. 394, 42 USC 4951, et seq.).
- C. **Children and Young Adults with Special Needs** means individuals up to age 21 who maybe abused or neglected, in need of foster care, are youthful offenders, juvenile delinquents, runaway youth, high risk teenage parents; and children in need of intervention.
- D. **Disabled** is a physical or mental impairment that substantially limits one or more of an individuals major life activities.
- E. **Benefits** include a stipend; leave credits; access to meal and travel reimbursements per service day; an annual physical examination; pre-service and monthly training; supplemental accident, liability and auto insurance; uniforms and badges, if appropriate; and participation in an annual recognition event.
- F. **Eligible Service Population** means low-income volunteers aged 60 years and older, with an income that falls below the federal eligibility guidelines [W&I Code, Section 9547 (b)].

ARTICLE II. SCOPE OF WORK

- A. The Contractor is charged with implementing statutory provisions of the Foster Grandparent Program (Welfare and Institutions Code, Section 9544) in accordance with laws and regulations and the Foster Grandparent Program Manual as issued by the CNS. A good faith effort shall be made to perform as stipulated in the Performance Estimate Form (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.
- B. Administrative requirements include:
 - 1. Initiate/procure subcontracts pursuant to Welfare and Institutions Code, Section 9000 et seq.

Scope of Work - Exhibit A

4. Establish meaningful roles for Foster Grandparent volunteers in the community which will allow them the opportunity to maintain a sense of self-worth, retain physical health and mental alertness, and offer a variety of social contacts.
5. Provide intergenerational experiences and supportive services with Foster Grandparent volunteers to children and young adults with special needs in an effort to create positive self-esteem.
6. Recruit, select, train, and assign Foster Grandparent volunteers to serve an average of four (4) hours per day, five (5) days per week in exchange for stipends and benefits.
7. Provide access to meal and travel reimbursements per service day for Foster Grandparent volunteers, in accordance with CNS guidelines.
8. Provide program oversight and direct supervision of Foster Grandparent volunteers, in accordance with CNS guidelines.
9. Maintain an up-to-date CNS Foster Grandparent Program Manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures. [Welfare and Institutions Code, Section 9000 et seq].
10. Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate and verifiable.

Scope of Work - Exhibit A

HICAP SCOPE OF WORK - CONTRACTED WITHOUT LEGAL

ARTICLE I. DEFINITIONS SPECIFIC TO HICAP PROGRAM

- A. **HICAP** means the Health Insurance Counseling and Advocacy Program as defined in State law, Welfare and Institutions Code, Section 9541.
- B. **SHIP** means the State Health Insurance Assistance Program, as defined by the Health Care Financing Administration (HCFA). This term may be used interchangeably with **HICAP**.
- C. **Eligible Service Population** means (a) Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [W&I Code, Section 9541 (a) and (c) (2)]. (b) the public at large for HICAP community education services [W&I Code, Section 9541, (c) (1), (4), (5), and (6)].

ARTICLE II. SCOPE OF WORK

- A. The Contractor is charged with implementing statutory provisions of the Health Insurance Counseling and Advocacy Program (Welfare and Institutions Code, Section 9541) and providing HICAP counseling, advocacy, education and legal referral services in accordance with laws, regulations, the CDA HICAP Program Manual as issued by the Department and the HICAP Training Curriculum as issued by the Department. Perform services with a good faith effort at the levels stated in the Performance Estimate Form, page 5 of the Budget Summary, herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.
- B. Administrative requirements include:
 - 1. Initiate/procure subcontracts pursuant to Welfare and Institutions Code, Chapters 7 and 7.5.
 - 2. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
 - 3. Review and approve Program Operating Plans *of the subcontractor*.
 - 4. Annually monitor, evaluate, and document subcontractor performance and compliance with this Agreement.
 - 5. Collect, review, and approve subcontractor program performance reports and financial reports in accordance with the CDA HICAP Program Manual. Data collected must be timely, complete, accurate, and verifiable.

Scope of Work - Exhibit A

5. Provide a disclosure statement to counseling clients prior to counseling, as prescribed by the Department in the CDA HICAP Program Manual [W&I Code, Section 9541 (f) (4)].
6. Provide a well-planned community educational campaign, designed to inform the public about Medicare, long-term care planning, the California Partnership on Long-Term Care, private health and long-term care insurance options, managed health care plans, and related health care plans, and which is helpful in the prevention of premature institutionalization and the prevention of the personal and societal costs associated with that institutionalization [W&I Code, Section 9541 (c) (1), (4), (5) &, (6)].
7. 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 Manual [W&I Code, Section 9541 (e)].
8. The Program Manager or his or her representative shall attend up to three (3) Department sponsored training sessions or conferences conducted during each fiscal year, in order to maintain program knowledge, efficiency, and competency [W&I Code Section 9541, (f) (7)]. These are in addition to State sponsored Counselor training sessions conducted in local areas.
9. Submit, in accordance with instructions from the Department, a proposed expenditure plan for SHIP funds received in support of the following:
 - a. SHIP Basic Services
 - b. Supplemental Medicare+Choice Services
 - c. Program Enhancement Services
 - d. Plan Termination Services
10. Enter and monthly update major events into the electronic Medicare Beneficiary Outreach calendar by either directly inputting information about major events into the calendar or by other mechanisms offered by HCFA. A major event is defined as a particular event that is at least one of the following:
 - a. Expected to be attended by more Medicare beneficiaries than any other SHIP-related event each month.
 - b. Utilizes a unique forum for conveying information (e.g. cable television, radio reading services).
 - c. Is co-sponsored by a statewide coalition of HCFA-partners.

LINKAGES SCOPE OF WORK - DIRECT

ARTICLE I. DEFINITIONS SPECIFIC TO LINKAGES PROGRAM

- A. **Linkages Purchase of Service (LPOS)** means directly buying or paying for client services or equipment for the purpose of stabilizing a client.
- B. **At risk of institutionalization** means an eligible individual must meet one or more of the following criteria: impairment in one or more Activities of Daily Living (ADL); impairment in two or more Instrumental Activities of Daily Living (IADL); unable to manage due to emotional or cognitive impairment; impairment due to a significant event or circumstance that has occurred in the past 12 months.
- C. **Eligible Service Population** means the frail elderly and functionally impaired adult age 18 years and older without regard to financial eligibility; live in a geographic area of a Linkages Program; be able to be maintained in the community with case management; be willing to participate in the program; be at risk of institutionalization.

ARTICLE II. SCOPE OF WORK

- A. The Contractor is charged with implementing statutory provisions of the Linkages Program (Welfare and Institutions Code, Section 9545) in accordance with laws, regulations, and the Linkages Program Manual as issued by the Department. A good faith effort shall be made to perform as stipulated in the Performance Estimate Form, (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.
- B. The active targeted monthly caseload is at least 100 clients per Linkages site. The client caseload ratio is 50 to 1 clients for each case manager full time equivalent position. A caseload range of +/- ten percent (10%) based on the 50 to 1 ratio is allowed. However, the active client caseload shall not fall below the 90% minimum of clients set by the Department. This performance level is reflected in the Linkages Program Manual. If the active monthly caseload falls below the ten percent (10%) allowance for two consecutive months, the Site Director shall submit a written explanation and plan of action to the Department. The plan of action is subject to approval by the Department. It must also include the method and timeline for increasing the caseload to the minimum standard. If the Director or Clinical Supervisor does not carry client cases, their positions would not be a factor in the 50 to 1 ratio.
- C. Provide services in the geographical area approved by the Department. Any changes to the geographic area shall be approved in writing by the Department, prior to implementation of the change.

Scope of Work - Exhibit A

- G. Maintain an up-to-date program manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures.

Scope of Work - Exhibit A

RESPITE PURCHASE OF SERVICE SCOPE OF WORK - DIRECT

ARTICLE I. DEFINITIONS SPECIFIC TO RESPITE PURCHASE OF SERVICE

- A. **Respite Purchase of Service (RPOS)** means directly buying or paying for respite care services for caregivers with primary responsibility for the care of frail elderly adults or adults with functional impairments. RPOS has a funding allocation separate from the Linkages Program.
- B. **Respite care** means temporary or periodic services for frail elderly persons or adults with functional impairments, that allow caregivers a break from their caregiving responsibilities.
- C. **Caregiver** means a spouse, relative, or friend who has responsibility for the care of the frail elderly person or adult with functional impairments, who provides care on a continuous basis, or intermittent basis.
- D. **Adult With Functional Impairments** means any individual who is at least 18 years of age, and who is at risk of institutional placement due to chronic physical and /or mental limitations which restrict his or her ability to independently perform activities of daily living (ADL) personal and/or instrumental activities of daily living (IADL).
- E. **Frail Elderly Adult** means a person at least 60 years of age or older who is at risk of institutional placement due to chronic physical and/or mental limitations which restrict his or her ability to independently perform ADLs and/or IADLs.
- F. **Eligible Service Population** means frail elderly adults or adults with functional impairments. (Welfare and Institutions Code, Section 9546).

ARTICLE II. SCOPE OF WORK

The Contractor shall perform the following:

1. Implement statutory provisions of the Respite Program (Welfare and Institutions Code, Section 9546) and provide temporary or periodic services for frail elderly adults or adults with functional impairments to relieve caregivers. A good faith effort shall be made to perform as stipulated in the Performance Estimate Form, (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.
2. Arrange for and purchase of respite services for primary caregivers of the eligible service population.

Scope of Work - Exhibit A

SENIOR COMPANION SCOPE OF WORK - CONTRACTED

ARTICLE I. DEFINITIONS SPECIFIC TO SENIOR COMPANION PROGRAM

- A. **Senior Companion Volunteer** means an eligible volunteer aged 60 years or older with an income that falls below the federal eligibility guidelines and whose stipend is supported with State General Funds and governed by the rules and regulations of the Corporation for National Service (CNS).
- B. **Corporation for National Service (CNS)** is the federal agency responsible for implementation of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113, 87 Stat. 394, 42 USC 4951, et seq.).
- C. **Disabled** is a physical or mental impairment that substantially limits one or more of an individual's major life activities.
- D. **Benefits** include a stipend; leave credits; access to meal and travel reimbursements per service day; an annual physical examination; pre-service and monthly training; supplemental accident, liability and auto insurance; uniforms and badges, if appropriate; and participation in an annual recognition event.
- E. **Eligible Service Population** means low-income volunteers aged 60 years and older, with an income that falls below the federal eligibility guidelines [W&I Code, Section 9547 (b)].

ARTICLE II. SCOPE OF WORK

- A. The Contractor is charged with implementing statutory provisions of the Senior Companion (Welfare and Institutions Code, Section 9547) in accordance with laws and regulations and the Senior Companion Program Manual as issued by the CNS. A good faith effort shall be made to perform as stipulated in the Performance Estimate Form (CBSP Budget, page 5), herein incorporated into this Agreement. This level of performance shall not be unilaterally reduced or otherwise changed without prior consultation with the Department and amendment of this Agreement.
- B. Administrative requirements include:
 - 1. Initiate/procure subcontracts pursuant to Welfare and Institutions Code, Section 9000 et seq.
 - 2. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revision to budgets.
 - 3. Annually monitor, evaluate, and document subcontractor performance and compliance with this Agreement.

Scope of Work - Exhibit A

8. Provide program oversight and direct supervision of Senior Companion volunteers, in accordance with CNS guidelines.
9. Maintain up-to-date CNS Senior Companion Program Manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures [Welfare and Institutions Code, Section 9000 et seq].
10. Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate and verifiable.

Budget Detail, Payment Provisions, and Closeout – Exhibit B

CB BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT

ARTICLE I. FUNDS

A. Expenditure of Funds

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

B. Accountability for Funds

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

D. Availability of Funds

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of 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.

Budget Detail, Payment Provisions, and Closeout – Exhibit B

2. Monthly, weekly, or hourly rates, as appropriate and personnel classifications together, with the percentage of personnel time to be charged to this Agreement, as well as fringe benefits.
 3. Rental reimbursement items should specify the unit rate, such as the rate per square foot.
 4. If purchase of equipment is a reimbursable item, the equipment to be purchased should be specified.
 5. Any travel outside the State of California.
- 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. The Contractor may make changes in budget allocations, subject to the following conditions:
1. The Contractor may transfer contract funds within programs from each line item under the following terms and conditions:
 - a. The Contractor may transfer contract funds within programs from each line item without prior approval from the Department providing the change is less than \$1,000, except as specified in Exhibit D, Article II, Section K, paragraph 3.
 - b. The Contractor shall request prior approval in writing from the Department for any line item transfer of funds that is 10% or more and greater than \$1,000 for each line item.
 2. The Contractor shall maintain a written record of all budget changes clearly documenting line item changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.
 3. Allocations for program costs may not be transferred to the AAA administration allocation unless otherwise specified by the Department.
 4. In the event that any contract funds are re-directed, within the specified programs of Chapter 7.5 of the Older Californians Act, the Contractor shall submit an amended budget to the Department, prior to implementation of said change. An amendment to this Agreement shall be required in accordance with Exhibit D, Article IX.B.
 5. In the event that programs are changed from DIRECT to CONTRACTED or CONTRACTED to DIRECT, the Contractor shall submit an amended budget to the Department, prior to implementation of said change. An amendment to this Agreement shall be required in accordance with Exhibit D, Article IX.B.
- E. The final date to submit budget revisions is May 1 of the contract period unless otherwise specified by the Department.

BUDGET SUMMARY

EXHIBIT B

BUDGET PERIOD: 7/1/01 - 6/30/02		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.:				CONTRACT NO.: CB-0102-08		DATE: 5/21/01		PSA NO.: 8
COST CATEGORY	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	
	STATE AND FEDERAL (SHIP) FUNDS ONLY				OTHER FUNDING				Total	
	AAA Admin	Direct Service	Contracted Service	Total Columns 1-3	Match Cash	Match In-Kind	Program Income	Other Funding	All Funds Column 4-8	
AAA ADMINISTRATION										
Personnel	35,141			35,141				4,365	39,506	
Operating Expenses				0					0	
Indirect Admin				0					0	
TOTAL ADMINISTRATION	35,141			35,141	0	0	0	4,365	39,506	
LOCAL ASSISTANCE										
ADCRC			80,000	80,000	20,000				100,000	
Brown Bag				0					0	
Foster Grandparent			40,254	40,254					40,254	
Linkages		284,850		284,850				55,787	340,637	
Respite Purchase of Services		17,922		17,922					17,922	
Respite Registry				0					0	
Senior Companion			58,648	58,648					58,648	
HICAP Reimbursements			65,758	65,758					65,758	
HICAP Fund			32,836	32,836					32,836	
HICAP Federal (SHIP) Funds			31,406	31,406					31,406	
TOTAL LOCAL ASSISTANCE		302,772	308,902	611,674	20,000	0	0	55,787	687,461	
TOTAL BUDGET /										
TOTAL REVENUES	35,141	302,772	308,902	646,815	20,000	0	0	60,152	726,967	

Community-Based Services Team Approval

Date

Team Coach Verification

Date

E. Karmussen

6-20-01

Edward P. King

6/20/01

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

[] Yes Amount Budgeted: \$

EXHIBIT B

AAA ADMINISTRATION BUDGET NARRATIVE

BUDGET PERIOD: 7/1/01 - 6/30/02	ORIGINAL <input checked="" type="checkbox"/> AMENDMENT NO.:	CONTRACT NO.: CB-0102-08	DATE: 5/21/01	PSA NO.: 8
PERSONNEL COSTS				
<i>Position Classification:</i>	Annual Wage Rate	x % of Time Devoted	Total Budget	
Health Services Manager	76,190	15%	11,429	
Community Program Specialist	60,174	25%	15,044	
Community Program Specialist	60,174	5%	3,009	
TOTAL SALARIES & WAGES			29,482	
STAFF BENEFITS			10,024	
TOTAL PERSONNEL COSTS			39,506	
OPERATING EXPENSES				
	Square Feet	Rate per Square Ft	Total	
Rent				
Equipment (List):	Number	Unit Price	Total	
Travel				
Other Operating Expenses (List):			Total	
TOTAL OPERATING EXPENSES				
INDIRECT ADMIN				
TOTAL ADMINISTRATION BUDGET			30,506	

DIRECT SERVICES BUDGET NARRATIVE

EXHIBIT B

Program Name: Linkages (1 of 2)

(Prepare a Separate Budget Narrative for Each Direct Service Program)

BUDGET PERIOD: 7/1/01 - 6/30/02		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.:	CONTRACT NO.: CB-0102-08	DATE: 5/21/01	PSA NO.: 8
PERSONNEL COSTS					
Position Classification:	Annual Wage Rate	x % of Time Devoted	Total Budget		
Health Services Manager	83,450	15%	12,518		
Social Work Supervisor	70,450	25%	17,613		
Social Worker III	59,842	100%	59,842		
Social Worker III	59,842	100%	59,842		
Senior Accountant	66,810	10%	6,681		
TOTAL SALARIES & WAGES					
STAFF BENEFITS					
TOTAL PERSONNEL COSTS					
OPERATING EXPENSES					
	Square Feet	Rate per Square Ft	Total		
Rent					
Equipment (List):	Number	Unit Price	Total		
Travel					
Linkages Purchase of Service					
Respite Purchase of Service					
Other Operating Expenses (List):			Total		
Contract Custodial/Security			1,169		
Telephone			3,312		
County Facility Rent			1,536		
Liability Insurance			446		
TOTAL OPERATING EXPENSES					
INDIRECT COSTS					
TOTAL DIRECT SERVICES BUDGET					

DIRECT SERVICES BUDGET NARRATIVE

EXHIBIT B

Program Name: Linkages (2 of 2)

(Prepare a Separate Budget Narrative for Each Direct Service Program)

BUDGET PERIOD: 7/1/01 - 6/30/02		[X] ORIGINAL [] AMENDMENT NO.:	CONTRACT NO.: CB-0102-08	DATE: 5/21/01	PSA NO.: 8
PERSONNEL COSTS				x	
Position Classification:		Annual Wage Rate	% of Time Devoted	Total Budget	
Fiscal Office Assistant II		30,888	10%	3,089	
Public Service Specialist		37,768	10%	3,777	
Public Health Nurse		70,179	50%	35,090	
TOTAL SALARIES & WAGES				198,452	
STAFF BENEFITS				67,474	
TOTAL PERSONNEL COSTS				265,926	
OPERATING EXPENSES					
		Square Feet	Rate per Square Ft	Total	
Rent					
Equipment (List):		Number	Unit Price	Total	
Travel					
Linkages Purchase of Service				40,000	
Respite Purchase of Service					
Other Operating Expenses (List):				Total	
In-House Admin & Acctg & Data Processing				16,201	
Equipment				7,597	
Office Supplies				2,235	
Motor Vehicle Mileage/Training				2,215	
TOTAL OPERATING EXPENSES				74,711	
INDIRECT COSTS					
TOTAL DIRECT SERVICES BUDGET				340,637	

DIRECT SERVICES BUDGET NARRATIVE

EXHIBIT B

Program Name: Respite Purchase of Service

(Prepare a Separate Budget Narrative for Each Direct Service Program)

BUDGET PERIOD: 7/1/01 - 6/30/02 <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.:				CONTRACT NO.:	DATE:	PSA NO.:
PERSONNEL COSTS						
Position Classification:		Annual Wage Rate	X % of Time Devoted			Total Budget
TOTAL SALARIES & WAGES						
STAFF BENEFITS						
TOTAL PERSONNEL COSTS						
OPERATING EXPENSES						
Rent		Square Feet	Rate per Square Ft			Total
Equipment (List):		Number	Unit Price			Total
Travel						
Linkages Purchase of Service						
Respite Purchase of Service						17,922
Other Operating Expenses (List):						Total
TOTAL OPERATING EXPENSES						17,922
INDIRECT COSTS						

CONTRACTED SERVICES SCHEDULE

EXHIBIT B

BUDGET PERIOD: 7/1/01 - 6/30/02		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.:		CONTRACT NO.: CB-0102-08		DATE: 5/21/01		PSA NO.: 8	
(a) Contractors	(b) State Funds	(c) Linkages POS	(d) Federal (SHIP)	(e) Match Cash*	(f) Match In-Kind*	(g) Program Income	(h) Other Funding	(i) TOTAL CONTRACTED SERVICES	
Program: ADCRC	80,000			20,000					100,000
Name: Mills Peninsula Senior Focus									
Address: 1720 El Camino Real Burlingame, CA 94010									
Telephone: (650) 696-5274									
Contact Person: Forest Malakoff									
Program: Foster Grandparent	40,254								40,254
Name: Mills Peninsula Senior Focus									
Address: 1720 El Camino Real Burlingame, CA 94010									
Telephone: (650) 696-4175									
Contact Person: Mark Maisano									
Program: Senior Companion	58,648								58,648
Name: Mills Peninsula Senior Focus									
Address: 1720 El Camino Real Burlingame, CA 94010									
Telephone: (650) 696-4175									
Contact Person: Mark Maisano									
Program: HICAP	98,594		31,406						130,000
Name: Self Help for the Elderly									
Address: 407 Sansome St. San Francisco, CA 94111									
Telephone: (415) 348-6927									
Contact Person: Diana Gray									
Program:									
Name:									
Address:									
Telephone:									
Contact Person:									

Use additional pages if needed.

* If required

EXHIBIT B

PERFORMANCE ESTIMATES

BUDGET PERIOD: 7/1/01-6/30/02 ORIGINAL AMENDMENT NO.: _____ CONTRACT NO.: CB-0102-08 DATE: 5/21/01 PSA NO.: 8
 Instructions: For each program, fill in the estimated number of service units anticipated for the fiscal year.

A D C R C:		Estimate	Linkages	Estimate
	Number of Volunteers:	5	Annual Number of Unduplicated Clients Served:	160
	Number of Volunteer Hours:	400	Average Number of Clients Served per Month:	125
a.	Participants with Moderate Cognitive Impairment:	22	Average Ratio of Clients to Staff, per site (average 50:1):	50:1
b.	Participants with Severe Cognitive Impairment:	65	Foster Grandparent Program	Estimate
c.	Participants with Mild Cognitive Impairment:	0	Total Number of Volunteer Service Years (VSY):	16
[a + b + c = d]	d. Total Unduplicated Participants:	87	Number of Volunteer Hours:	10,440
	Maximum Program Capacity (Participants):	35	Number of Senior Volunteers:	12
			Number of Children Served:	50
	Number of Caregiver Support Sessions:	40	Senior Companion Program	Estimate
	Number of In-service Training Sessions:	25	Total Number of Volunteer Service Years (VSY):	15
	Number of On-site Training Sessions:	30	Number of Volunteer Hours:	15,660
Brown Bag Program		Estimate	Number of Senior Volunteers:	18
	Number of Persons Served (Unduplicated):		Number of Seniors Served:	65
	Number of pounds of food distributed:		HICAP	Estimate
	Number of bags of food distributed:		Number of Community Presentations:	55
	Number of Volunteers:		Number of Attendees at Presentations:	1,925
	Number of Volunteer Hours:		Number of Persons Counseled:	1,815
Respite Program		Estimate	Average Number of Registered Counselors for the year:	37
Respite POS (Required Linkages Funding)	Number of Families Served (Unduplicated):	49	Average Number of Registered Long-Term Counselors:	16
	Number of Respite Hours Provided:	1,460	Average Number of Community Educators:	9
Respite Registry	Number of Clients Contacts:		Average Number of Active Registered Counselors per Month:	33
	Number of Successful Matches:		HICAP Legal Representation Services	Estimate
Respite POS (Non-Linkages Funding)	Number of Families Served (Unduplicated):		(If providing) Number of Clients:	N/A
	Number of Respite Hours Provided:		(If providing) Number of Hours:	N/A

Special Terms and Conditions - Exhibit D

CB SPECIAL TERMS AND CONDITIONS

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" shall mean the coversheet (Std. 213), all exhibits, Area Plan, CBSP Budget, attachments, and amendments, unless otherwise provided in this Article.
- B. The Contractor shall comply with program memos and other guidance issued by the Department. In the event of conflict between the program memos and/or other Department guidance, the provisions listed in this Agreement shall prevail.
- C. "State" and "Department," mean the State and the California Department of Aging interchangeably.
- D. "Contractor" means the Area Agency on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and is responsible for executing its provisions and services.
- E. "Subcontractor" means the legal entity that receives funds from the Contractor under this Agreement.
- F. "Reimbursable item" also means "allowable cost" and "compensable item."
- G. "Program" means a State funded program contained in the Mello-Granlund Older Californians Act (Section 9000 et seq. Of the Welfare and Institutions Code.)
- H. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.
- I. "Program income" is revenue generated by the Contractor or service provider from contract-supported activities. Program income is:
 - 1. Voluntary contributions received from a participant or responsible party as a result of the service.
 - 2. Client fees charged for participation at an Alzheimer's Day Care Resource Center (ADCRC).
 - 3. Income from usage or rental fees of real or personal property acquired with contract funds.
 - 4. Royalties received on patents and copyrights from contract-supported activities.
 - 5. Proceeds from the sale of items fabricated under a contract agreement.

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

- c. If the material is copyrighted with the consent of the Department, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
- d. 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.

2. Rights in Data

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

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

H. 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.

I. 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 acts and/or will include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 2760) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276 a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-330) (29 CFR, Part 5).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owners' value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Contractor or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

J. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended (42 USC 1857).
2. Clean Water Act, as amended (33 USC 1368).
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).
4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or Joint Powers Authority (JPA) shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval (CCR, Title 22, Division 1.8, Section 7362):
 - (a) The RFP or IFB
 - (b) All Bid proposals received.
 - (c) The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity.

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

3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract until satisfactory status is restored.

ARTICLE III. AGREEMENT

- A. All elements of this Agreement, as defined in Article I, Section A of this exhibit, and as approved by the Department in making this award, are hereby incorporated by reference, as if fully set forth herein.
- B. A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1600 K Street, Sacramento, California 95814.

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUBCONTRACTS

- A. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and 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.

Special Terms and Conditions - Exhibit D

ARTICLE VI. RECORDS (Continued)

longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, C, and (c) for such longer period as the Department deems necessary.

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

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement. Property that is capitalized is referred to as property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, computer floppy disks, file folders, etc.
- B. Property meeting all of the following criteria are subject to the capitalization requirements. Subject property must:
 - 1. Have a normal useful life of at least 1 year;
 - 2. Have a unit acquisition cost of at least \$5000 (e.g., four identical assets which cost \$3000 each, for a \$12,000 total would not meet this capitalization requirement); and
 - 3. Be used to conduct business under this Agreement.

As used in this Agreement, the term "equipment" shall refer only to capitalized property.

- C. Noncapitalized property are those items which do not meet all three requirements in this Article, Section B above.

Special Terms and Conditions - Exhibit D

ARTICLE VII. PROPERTY (Continued)

- H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.
- J. 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 and until the Contractor has complied with all written instructions from the Department regarding the final disposition of the property.
- K. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- L. To exercise the above right, within 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.
- M. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. Another Department program providing the same or similar service; or
 - 2. Another Department-funded program; or
 - 3. State/federally-funded program.
- N. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- O. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- Q. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

Special Terms and Conditions - Exhibit D

ARTICLE X. AUDIT (Continued)

- H. Federal HICAP funds shall be audited according to the HICAP Program Exhibit.

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:

General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the Department in cases of higher than usual risks.

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.

If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-E which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

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

unless otherwise amended by future regulation.

Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage may include medical malpractice and/or errors and omissions.

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
 1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
 2. The Certificate of Insurance shall provide the statement: "the Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.

Special Terms and Conditions - Exhibit D

ARTICLE XII. SUSPENSION OR TERMINATION (Continued)

6. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against the Contractor.
 7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
 8. The commission of an act of bankruptcy;
 9. Finding of debarment or suspension.
 10. That the Contractor's organizational structure has materially changed.
- B. Such suspension or termination shall be effective immediately in the case of threat to health or safety of the public or, in all other cases, upon thirty (30) days written notice to the Contractor of the action being taken, the reason for such action and any conditions of the suspension or termination. Said notice shall also inform the Contractor of its right to appeal such decision to the State and of the procedure for doing so.
- C. The program(s) shall be automatically terminated when its operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Department.
- D. In the event of termination notice, the Department will present written notice to the Contractor of any conditions, such as care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.
- E. The Department may determine that a Contractor may be considered "high risk" as described in 45 CFR 92.12 for local governments and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

ARTICLE XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. REVISIONS, WAIVERS, OR MODIFICATIONS

- A. Should either party during the term of this Agreement desire a revision, waiver, or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept in writing within thirty (30) days of receipt of request or it shall be considered rejected, except those revisions, waivers, or modifications put into effect under Section C,

Special Terms and Conditions - Exhibit D

ARTICLE XVIII. APPEAL PROCESS (Continued)

pursuant to Article XVI of this Exhibit. Should the Contractor disagree with the decision of the Deputy Director, the Contractor may appeal the decision to the Chief Deputy Director of the Department.

- b. The Contractor's appeal must be submitted within ten (10) working days from the date of the decision of the Division Deputy Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of the Contractor's appeal, the Chief Deputy Director or designee shall meet with the Contractor for review of the issues raised on appeal and issue a final written decision.
- c. The Contractor may appeal the final decision of the Chief Deputy Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations.)
- d. Costs of the Contractor or subcontractor for administrative/court review are not reimbursable.

Additional Provisions - Exhibit E

ALZHEIMERS ADDITIONAL PROVISIONS - CONTRACTED

ARTICLE I. ASSURANCES SPECIFIC TO ALZHEIMER'S PROGRAM

- A. The Contractor shall assure that the subcontractor will comply with the following:
1. Services are provided only to the defined Eligible Service Population.
 2. A dementia day care program and services to meet the special care needs and address the behavioral problems of participants and the needs of their caregivers as indicated by the most recent individual care plan developed by the site.
 3. Adequate and appropriate staffing to meet the nursing, psychosocial, and recreational needs of participants as stipulated in the ADCRC Program Manual.
 4. Assure physical facilities meet program needs and include the safeguards necessary to protect participant safety.
 5. Assist individuals who cannot afford the entire cost of the program. This may include, but need not be limited to, utilizing additional funding sources to provide supplemental aid and allowing family members to participate as volunteers at the day care facility.
 6. Provide a match of not less than twenty-five percent (25%) of the direct services contract amount consisting of cash and/or in-kind contributions, identify other potential sources of funding for the applicant's facility, and outline plans to seek additional funding to remain solvent. Fees for services, including Medi-Cal reimbursement payments, shall not be used for match.
 7. Compliance with all of the requirements of the ADCRC Program Manual, training manuals, and other guidance as issued by the Department, including county, State, and federal laws and regulations. The Contractor shall include in its subcontracts this same requirement for all subcontractors.
- B Utilize volunteers and volunteer aides and provide adequate training for those volunteers.
- C. Encourage family members and caregivers to provide transportation to and from the applicant's facility for participants.

Additional Provisions - Exhibit E

FOSTER GRANDPARENT ADDITIONAL PROVISIONS - CONTRACTED

ARTICLE I. ASSURANCES SPECIFIC TO FOSTER GRANDPARENT PROGRAM

- A. The Contractor shall assure the following:
1. Services are provided only to the defined Eligible Service Population.
 2. Their organization is in good standing with the federal Corporation for National Service (CNS).
 3. That CNS approved mileage reimbursement is adequately supported for Foster Grandparent volunteers having their own auto insurance coverage.
 4. Abide by the CNS Foster Grandparent Program Manual, training manuals, and other guidance issued by the Department, including any subsequent changes to State and/or federal laws or regulations.
 5. Funds awarded under this Agreement shall not be used to purchase any personal property or equipment without prior written approval of the Department.
 6. Have the ability to provide the specified services in a variety of settings, including but not limited to, schools, hospitals, and juvenile detention centers.
- B. The Contractor shall ensure the subcontractor will not expend more than twenty percent (20%) of the program funds for administration. A subcontractor may request from the contractor permission to exceed the maximum 20% administration allowance following CNS Project Amendment guidelines.

ARTICLE II. PROGRAM REPORTING PROVISIONS

Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit the following data reports electronically to the Department's Data Analysis and Regulations Team (DART), according to the frequency listed:

- a. Service Units Data File (FGS) 101, quarterly
- b. Summary Client Profile Data File (FGS) 102B, quarterly

Quarterly reports are due 30 days after the end of the quarter (October 31, January 31, April 30, and July 31). Annual reports are due 60 days after the end of the fiscal year (August 30). For any reports 30 days or more in arrears of the due date, the Contractor shall provide an immediate written explanation to the DART. This explanation shall include the reasons for the delay and the date the report will be submitted.

HICAP ADDITIONAL PROVISIONS - CONTRACTED WITHOUT LEGAL

ARTICLE I. ASSURANCES SPECIFIC TO HICAP

- A. The Contractor shall assure that the subcontractor will comply with the following:
1. Services are provided only to the defined Eligible Service Population.
 2. *Contributions.* No fees may be charged for services although contributions or donations may be requested. Signs and literature about the 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 HICAP Program Income.
 3. *Management Capacity.* The Program Manager shall manage the program at least 32 hours per week. The subcontractor shall submit, in a timely manner, the name of the Program Manager to the Contractor that will allow the Contractor to submit the information to the Department within 30 days of initial employment.
 4. *Program Manager Authority.* 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. *Notice of Operational Changes.* Provide timely notice to the Contractor of any changes to the program or changes in the status of the subcontractor that could restrict the operations of, or access to, HICAP services including, but not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes.
 6. *Registered Counselors.* 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 law and regulation.
 7. *Confidential Records.* All records containing confidential client information, including, but not limited to the "Intake/Counseling Form," shall be handled in a confidential manner, subject to the requirements for audits and monitoring, Exhibit D, Articles IX, XII, and XIII. Confidential records shall be collected no less than annually from the field. This includes individual Intake/Counseling Forms of persons being counseled

Additional Provisions - Exhibit E

2. Certification Regarding Lobbying

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

3. Nondiscrimination Assurance

- a. The Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor received

Additional Provisions - Exhibit E

Data Interpretation Team. This explanation shall include the reasons for the delay and the date the report will be submitted.

LINKAGES ADDITIONAL PROVISIONS - DIRECT

ARTICLE I. ASSURANCES SPECIFIC TO LINKAGES PROGRAM

The Contractor shall assure the following:

1. Services are provided only to the defined Eligible Service Population.
2. Services will address the avoidance of inappropriate or premature placement of functionally impaired adults or the frail elderly in nursing facilities. Linkages will also foster independent living for those adults who may be safely discharged from nursing facilities and for those who are at risk for placement in nursing facilities.
3. The following staffing qualifications shall be met unless otherwise stipulated by the Department:
 - a. The Director shall oversee the Program's administration. If the Director also has direct supervision of the client services functions, including supervision of the case management staff, then the Director must have at least a master's degree in a health or social services specialty and at least two years of previous related experience. If the Director does not directly supervise client services, then a bachelor's degree and two years of administrative experience in the health or social services fields are required.
 - b. A Clinical Supervisor who supervises the client services functions, including supervision of the clinical staff, must have at least a master's degree in health or social services and at least two years of previous related experience. The Clinical Supervisor must be budgeted at least 20% time of a full time equivalent position and must be available to case management staff on a daily basis.
 - c. Professional case managers must either possess a bachelor's degree in social work or related field or possess a Registered Nurse (RN) license and have a minimum of one year of experience in a health or social services specialty.
4. Each provider is required to develop a method to enable clients and/or others to contribute to the cost of case management, and/or purchase of services. No client can be denied service based on inability or unwillingness to contribute. Any contributions/fees received by Linkages shall not reduce the contract amount, but shall be used for enhancement of the Linkages Program. Accountability of the collected contributions/fees must be separate from contract funds. The Contractor may retain client contributions/fees on hand at the end of each fiscal year. However, if either party terminates the contract agreement, all client

Additional Provisions - Exhibit E

RESPITE PURCHASE OF SERVICE ADDITIONAL PROVISIONS - DIRECT

ARTICLE I. ASSURANCES SPECIFIC TO RESPITE PURCHASE OF SERVICE

The Contractor shall assure the following:

1. Services are provided only to the defined Eligible Service Population.
2. At a minimum, the Contractor shall provide RPOS funding to the local Linkages provider at the Fiscal Year 2000/2001 allocation level.
3. Allocations specifically for RPOS shall not exceed \$450 per fiscal year/ per client, unless approved in advance by the Supervisor.

ARTICLE II. PROGRAM REPORTING PROVISIONS

Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit the following data reports to the Department's Data Analysis and Regulations Team (DART) according to the frequency listed:

- Monthly Service Summary Report (CDA 261), batched monthly, submitted quarterly

Quarterly reports are due 30 days after the end of the quarter (October 31, January 31, April 30, and July 31). For any reports 30 days or more in arrears of the due date, the Contractor shall provide an immediate written explanation to DART. This explanation shall include the reasons for the delay and the date the report will be submitted.

Additional Provisions - Exhibit E

SENIOR COMPANION ADDITIONAL PROVISIONS - CONTRACTED

ARTICLE I. ASSURANCES SPECIFIC TO SENIOR COMPANION PROGRAM

- A. The Contractor shall assure the following:
1. Services are provided only to the defined Eligible Service Population.
 2. Their organization is in good standing with the federal Corporation for National Service (CNS).
 3. That CNS approved mileage reimbursements is adequately supported for Senior Companion volunteers having their own auto insurance coverage.
 4. Abide by the CNS Senior Companion Program Manual, standards, policies and procedures issued by the Department, and subsequent changes to State and federal laws and regulations.
 5. Funds awarded under this Agreement shall not be used to purchase any personal property or equipment without prior written approval of the Department.
 6. Have the ability to provide the specified services in a variety of settings, including but not limited to, residential, nonresidential, institutional and in-home settings.
 8. Assure that no Senior Companion volunteers will be assigned to individuals already receiving in-home supportive services [Welfare and Institutions Code, Section 9547 (e)]. Nothing in this provision shall prohibit the use of the Senior Companion volunteer to enhance services.
- B. The Contractor shall ensure the subcontractor will not expend more than twenty (20%) of the program funds for administration. A subcontractor may request from the contractor permission to exceed the maximum 20% administrative allowance following CNS Re-budgeting guidelines.

ARTICLE II. PROGRAM REPORTING PROVISIONS

Submit program performance reports in accordance with Department instructions. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit the following data reports electronically to the Department's Data Analysis and Regulations Team (DART)] according to the frequency listed:

- a. Service Units Data File (SCC)101, quarterly
- b. Summary Client Profile Data File (SCC)102B, annually