

Scope of Work - Exhibit A

SENIOR COMPANION SCOPE OF WORK - CONTRACTED

ARTICLE I. DEFINITIONS SPECIFIC TO SENIOR COMPANION PROGRAM

- A. **Senior Companion (SC) Volunteer** means an eligible volunteer aged 60 years or older with an income that falls below the federal eligibility guidelines and whose tax-exempt stipend is supported with State General Funds and governed by the rules and regulations of the Corporation for National and Community Service CNCS.
- B. **Corporation for National and Community Service CNCS** 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. **Adults with Physical, emotional or mental health limitations** means individuals over age 21, with an emphasis on adults age 60 and older, who have difficulty with daily living tasks.
- D. **Disabled** is a physical or mental impairment that substantially limits one or more of an individual's major life activities.
- E. **Benefits** include a tax-exempt stipend; leave credits; access to meal and travel reimbursements per service day; an annual physical examination; pre-service orientation 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 [Welfare & Institutions (W&I) Code, Section 9547 (b)].

ARTICLE II. SCOPE OF WORK

- A. The Contractor is charged with implementing statutory provisions of SC (W&I Code, Section 9547) in accordance with laws and regulations and the Senior Companion Program Manual as issued by the CNCS. A good faith effort shall be made to perform as stipulated in the Performance Estimates 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 W&I Code, Section 9000 et seq.

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 (W&I) Code, Section 9546).

ARTICLE II. SCOPE OF WORK

The Contractor shall perform the following:

1. Implement statutory provisions of the Respite Program (W&I 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 Estimates 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.

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LINKAGES SCOPE OF WORK - DIRECT

1. Purchasing client services (such as chore worker, transportation, and meals), and/or products (such as grab bars, ramps, and nutritional supplements). Purchases shall be for case management clients only.
 2. Expending a minimum of \$7,500 for the LPOS within the contract year.
- 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.

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LINKAGES SCOPE OF WORK - DIRECT

- 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.
- D. The Contractor shall provide Case Management services, which shall include but not be limited to the following components:
1. A comprehensive, face to face, multi-dimensional assessment which includes, but is not limited to: ADLs, IADLs, mental status, self-reported health status, informal and formal support levels, finances and benefits, living situation, release of information, and medication list. On an annual basis, conduct a comprehensive, face to face multi-dimensional reassessment for each client.
 2. Conduct a minimum quarterly face-to-face contact with each client. Telephone calls to each client will be made during months that no face-to-face contact occurs. Many clients will require and receive more frequent face-to-face contact.
 3. Updates to the care plan shall be made whenever changes occur in the client's condition or the client's needs or circumstances. Care plan development shall include the client, caregiver(s), family, and others involved in the client system of care.
 4. Utilization of input from professional specialties (i.e. nursing, physical therapy, occupational therapy, pharmacy, etc.) as indicated by the needs of the client.
 5. Authorization and arrangement of services to implement the service plan including purchase, referral, and advocacy.
 6. On going monitoring of clients' well being with the mix of services being adjusted over time to meet changes in client status.
- E. The Contractor shall administer LPOS. LPOS is funded within the Linkages allocation.
- F. LPOS, in accordance with the Linkages Program Manual, shall be limited to those services necessary to reduce the risk of institutionalization, and shall be as follows:

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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 Estimates 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 monthly caseload is specified in the Performance Estimates form. The client caseload ratio is 50 to 1 for each case manager full time equivalent position. A caseload range of +/- twenty percent (20%) based on the 50 to 1 ratio is allowed. However, the active client caseload shall not fall below the eighty percent (80%) 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 twenty percent (20%) allowance for two consecutive months, the Contractor shall submit a Linkages Corrective Action Plan (CDA 267) to the Department by the 5th of the following month. 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.

Scope of Work - Exhibit A

HICAP SCOPE OF WORK - CONTRACTED WITHOUT LEGAL

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 shall attend all Department sponsored HICAP 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)].
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
10. Submit a HICAP Public and Media Activity Form to the Department at least 10 days in advance of a Regional Education about Choices in Health (REACH) event. Refer to the HICAP Performance Reporting Manual for instructions on completion of the Public and Media Activity Form.
11. Maintain, and keep up-to-date, the CDA HICAP Program Manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures [W&I Code, Section 9100 (c) & (d); Section 9541 (b) (1) & (2)].
12. Provide legal referral services to clients in need of legal representation. The subcontractor shall maintain a directory of legal services or a telephone number for referral to the local bar for such purposes.

Scope of Work - Exhibit A

HICAP SCOPE OF WORK - CONTRACTED WITHOUT LEGAL

6. Provide support and technical assistance to the subcontractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
 7. Distribute and maintain up-to-date CDA HICAP Program Manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures. [W&I Code, Section 9100 (c) & (d); Section 9541 (b) (1) & (2)].
 8. Provide program information and referral to the public.
 9. Provide timely notice to the Department 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 including, but not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes.
 10. Submit the name of the HICAP Program Manager to the Department within 30 days of initial employment by the subcontractor.
- C. Performance of the Subcontractor. The subcontractor shall perform the following:
1. Implement statutory provisions of the HICAP (W&I Code, Section 9541) and provide HICAP counseling, advocacy, education and legal referral 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 in good faith at the levels stated in the Performance Estimates form, herein incorporated into this Agreement.
 2. Develop, follow, and maintain a Plan of Operation that follows the guidance provided in the CDA HICAP Program Manual.
 3. Recruit and maintain a strong, well-trained, cadre of volunteer Counselors, Long-Term Care Counselors, and Community Educators at the levels described in the Performance Estimates form, [W&I Code, Section 9541 (c) (7)]. New volunteer Counselors shall be recruited, trained, apprenticed, and registered as needed to adjust for attrition and to maintain the agreed upon level of Counselors.
 4. Provide clients with reasonable accommodation and access to HICAP by guaranteeing telephone access during the normal business hours. Telephone access may include answering services or answering devices that accept messages. In the event clients cannot receive personal assistance immediately, they shall be offered an opportunity to leave their name, a message, and a return telephone number. Messages shall be returned in a timely fashion.

Scope of Work - Exhibit A

HICAP SCOPE OF WORK - CONTRACTED WITHOUT LEGAL

ARTICLE I. DEFINITIONS SPECIFIC TO HICAP PROGRAM

- A. **Health Insurance Counseling and Advocacy Program (HICAP)** is defined in State law, Welfare and Institutions Code, Section 9541.
- B. **State Health Insurance Assistance Program (SHIP)**, is defined by the Centers for Medicare and Medicaid Services (CMS). 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, [Welfare & Institutions (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 HICAP (W&I 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. A good faith effort shall be made to perform as stipulated in the Performance Estimates 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 W&I 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

FOSTER GRANDPARENT SCOPE OF WORK - CONTRACTED

3. Provide a tax-exempt stipend and other benefits that enable eligible FG volunteers to participate without incurring personal costs to themselves.
4. Establish meaningful roles for FG 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 volunteers to children and youth with special or exceptional needs in an effort to create positive self-esteem.
6. Recruit, select, train, and assign FG volunteers to serve an average of four (4) hours per day, five (5) days per week in exchange for tax-exempt stipends and benefits.
7. Provide a meal and travel reimbursements per service day for FG volunteers, in accordance with CNCS guidelines.
8. Provide programs oversight and direct supervision of FG volunteers, in accordance with CNCS guidelines.
9. Maintain an up-to-date CNCS Foster Grandparent Program Manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures. [W&I 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

FOSTER GRANDPARENT SCOPE OF WORK - CONTRACTED

B. Administrative requirements include:

1. Initiate/procure subcontracts pursuant to W&I Code, Section 9000 et seq.
2. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
3. Annually monitor, evaluate, and document subcontractor performance and compliance with this Agreement.
4. Collect, review, and approve subcontractor program performance reports in accordance with the Department requirements. Data collected must be timely, complete, accurate, and verifiable.
5. Provide support and technical assistance to the subcontractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
6. Distribute and maintain up-to-date program manuals specific to the program covered by this exhibit so that all responsible persons have ready access to standards, policies, and procedures.
7. Provide program information and referral specific to the program covered by this exhibit so that the public may have access to the program's services.

C. Performance of the Subcontractor. The subcontractor shall perform the following:

1. Implement statutory provisions of the FG Program (W&I Code, Section 9544) and provide support for FG volunteers in accordance with laws and regulations, and the Foster Grandparent Program Manual as issued by the CNCS. A good faith effort shall be made to perform as stipulated in the Performance Estimates 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. Develop volunteer service opportunities which allows FG volunteers to contribute their services in a community setting, but not limited to schools, hospitals, and juvenile detention centers.

Scope of Work - Exhibit A

FOSTER GRANDPARENT SCOPE OF WORK - CONTRACTED

ARTICLE I. DEFINITIONS SPECIFIC TO FOSTER GRANDPARENT PROGRAM

- A. **Foster Grandparent (FG) Volunteer** means an eligible volunteer aged 60 years or older with an income that falls below the federal eligibility guidelines and whose tax-exempt stipend is supported with State General Funds and governed by the rules and regulations of the Corporation for National and Community Service (CNCS).
- B. **Corporation for National and Community Service (CNCS)** 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 Youth with Special or Exceptional Needs** means individuals up to age 21 who may be abused or neglected, in need of foster care, are youthful offenders, juvenile delinquents, runaway youth, high risk teenage parents, premature infants and children who are falling behind their grade level.
- D. **Disabled** is a physical or mental impairment that substantially limits one or more of an individual's major life activities.
- E. **Benefits** include a tax-exempt stipend; leave credits; access to meal and travel reimbursements per service day; an annual physical examination; pre-service orientation 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 [Welfare & Institutions (W&I) Code, Section 9547 (b)].

ARTICLE II. SCOPE OF WORK

- A. The Contractor is charged with implementing statutory provisions of the FG Program (W&I Code, Section 9544) and provide support for FG volunteers in accordance with laws and regulations and the Foster Grandparent Program Manual as issued by the CNCS. A good faith effort shall be made to perform as stipulated in the Performance Estimates 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.

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ALZHEIMER'S SCOPE OF WORK - CONTRACTED

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

ALZHEIMER'S SCOPE OF WORK - CONTRACTED

2. Maintain up-to-date ADCRC Program standards and related Department requirements so that all responsible persons have ready access to regulations, policies, and procedures. [W&I code, Section 9000 et. seq.]
3. Provide dementia specific day care services necessary to meet the physical and psychosocial needs of participants;
4. Develop a program and maintain a physical environment suitable to caring for participants with conditions associated with dementia.
5. Provide training for staff, volunteers, 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;
8. Provide in-service training a minimum of six (6) times per year to staff and volunteers;
9. Provide training to students and interns through outreach to establish contact with various local educational programs;
10. Develop and provide services targeted to 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;

Scope of Work - Exhibit A

ALZHEIMER'S SCOPE OF WORK - CONTRACTED

B. Administrative requirements include:

1. Initiate/procure subcontracts pursuant to W&I 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.
4. Annually monitor, evaluate, and document subcontractor performance and compliance.
5. Collect, review, and approve subcontractor program and financial reports and data in accordance with ADCRC Program standards issued by the Department. Data collected must be timely, complete, accurate, and verifiable.
6. Provide training, support and technical assistance to the subcontractor and respond within 30 days in writing to all written requests for direction, guidance, and interpretation of instructions.
7. Distribute and maintain up-to-date ADCRC Program standards so that all responsible persons have ready access to regulations, policies, and procedures.
8. Provide program information and referral to the public.
9. Conduct pre-award and physical plant and safety inspections, annual performance monitoring and review, relocation visits, and complaint investigations.

B. Performance of the Subcontractor. The subcontractor(s) shall perform the following:

1. Implement statutory provisions of the ADCRC Program (W&I Code, Section 9542,) and manage ADCRC's located in the service area in accordance with ADCRC Program standards as issued by the Department, applicable laws, and regulations. A good faith effort shall be made to perform as stipulated in the Performance Estimates form, (CBSP Budget, page 5), herein incorporated into this Agreement.

Scope of Work - Exhibit A

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 ADCRC Program (Welfare and Institutions (W&I) Code, Section 9542,) and managing ADCRC's in accordance with ADCRC Program standards as issued by the Department, applicable laws, and regulations. A good faith effort shall be made to perform as stipulated in the Performance Estimates 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.

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

AMENDMENT NUMBER

CB-0203-08

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

County of San Mateo

2. The term of this Agreement is: July 1, 2002 through June 30, 2003

3. The maximum amount of this Agreement is: \$ 575,631

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	17	Page(s)	
Exhibit B – Budget Detail and Payment Provision	12	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	17	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 (If other than an individual, state whether a corporation, partnership, etc.)		Exempt per Mello-Granlund Older Californians Act
County of San Mateo		
BY (Authorized Signature)	DATE SIGNED)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
225 West 37 th Street, San Mateo, California 94403		
STATE OF CALIFORNIA		
AGENCY NAME		
California Department of Aging		
BY (Authorized Signature)	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 _____

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SENIOR COMPANION SCOPE OF WORK - CONTRACTED

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.
 4. Collect, review, and approve subcontractor program performance reports in accordance with the Department requirements. Data collected must be timely, complete, accurate, and verifiable.
 5. Provide support and technical assistance to the subcontractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
 6. Distribute and maintain an up-to-date program manual specific to the program covered by this exhibit so that all responsible persons have ready access to standards, policies, and procedures.
 7. Provide information and referral specific to the program covered by this exhibit so that the public may have access to the program's services.
- C. Performance of the Subcontractor. The subcontractor shall perform the following:
1. Implement statutory provisions of the Senior Companion Program (W&I Code, Section 9547) and provide support for SC volunteers in accordance with laws and regulations, and the Senior Companion Program Manual as issued by the CNCS. A good faith effort shall be made to perform as stipulated in the Performance Estimates 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. Develop volunteer service opportunities which allow SC volunteers to contribute their services in a community setting but not limited to residential, in-home and adult day care settings.
 3. Provide a stipend and other benefits that enable eligible SC volunteers to participate without incurring personal costs to themselves.

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SENIOR COMPANION SCOPE OF WORK - CONTRACTED

4. Establish new social service roles for SC volunteers, which will allow them the opportunity to maintain a sense of self-worth, retain physical health and mental alertness, and enrich their social contacts.
5. Provide supportive services with SC volunteers to adults, with an emphasis on adults aged 60 and older, in an effort to maintain those participating adults in an independent living environment.
6. Recruit, select, train, and assign SC volunteers to serve an average of four (4) hours per day, five (5) days per week in exchange for tax-exempt stipends and benefits.
7. Provide a meal and travel reimbursement per service day for Senior Companion volunteers, in accordance with CNCS guidelines.
8. Provide program oversight and direct supervision of SC volunteers, in accordance with CNCS guidelines.
9. Maintain up-to-date Senior Companion CNCS Program Manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures [W&I 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 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.

Budget Detail, Payment Provisions, and Closeout – Exhibit B

CB BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT

2. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Acts of the appropriate fiscal years for the purposes of these programs. In addition, this Agreement is subject to any additional restriction, limitations or conditions enacted which may affect the provisions, terms, or funding of this Agreement in any manner.
3. If the Legislature and/or Congress does not appropriate sufficient funds for any of these programs, this Agreement shall be amended to reflect any reduction in funds.
4. In the event that insufficient funds are appropriated, this Agreement may be canceled at any time by either party, by giving thirty (30) days written notice to the other party.

E. Interest Earned

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

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved CBSP Budget (CDA 263) which is hereby incorporated by reference.
- B. The CDA 263 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:

Budget Detail, Payment Provisions, and Closeout – Exhibit B

CB BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT

1. Direct and overhead costs.
 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.
 6. 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. 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 I, paragraph 3.
 - b. The Contractor shall submit a revised budget to 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 and clearly document 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.

Budget Detail, Payment Provisions, and Closeout – Exhibit B

CB BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT

4. In the event that any contract funds are requested for redirection, within the specified programs of Chapter 7.5 of the Older Californians Act, the Contractor shall submit a revised budget to the Department, prior to implementation of said change. An amendment to this Agreement shall be required in accordance with Exhibit D, Article XV.B.
 5. In the event that programs are changed from DIRECT to CONTRACTED or CONTRACTED to DIRECT, the Contractor shall submit a revised budget to the Department, prior to implementation of said change. An amendment to this Agreement shall be required in accordance with Exhibit D, Article XV.B.
- E. The final date to submit budget revisions is May 1 of the contract period unless otherwise specified by the Department.

ARTICLE III. PAYMENT

- A. The Contractor shall prepare and submit to the AAA-Based Team, in electronic format, a monthly Detailed Expenditure Data File (CBSP 107) and an annual Request for Advance Data File (CBSP 108), unless otherwise specified by the Department.
- B. Advance Payments
1. The Contractor may request one advance payment within the first quarter of the fiscal year, which shall not exceed twenty-five percent (25%) of the total amount awarded for each program under the terms of this Agreement, unless otherwise specified by the Department. To receive an advance payment, the Contractor shall submit a CBSP 108.
 2. Beginning with the October CBSP 107, one-sixth of the advance payment shall be deducted each month from amounts due the Contractor, until the advance is fully liquidated.
 3. If at the time of the Closeout Report for each fiscal year, or upon completion or termination of this Agreement, the advance payment has not been fully liquidated, the Contractor agrees to pay the balance to the Department immediately upon written demand.
 4. If the Contractor has received an advance payment, the Contractor shall advance to the subcontractor, upon execution of the subcontract, one advance payment of up to twenty-five percent (25%) of the subcontract amount.
- C. Monthly Reimbursement Payments
1. The Contractor shall submit a CBSP 107 to the Department no later than thirty (30) days after the close of the month for which expenditures occurred.

Budget Detail, Payment Provisions, and Closeout – Exhibit B

CB BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT

2. The Contractor shall be reimbursed for actual cash expenditures beginning with the July CBSP 107.
- D. The Contractor shall ensure the implementation of policy and procedures developed by the Department whereby the subcontractors report expenditures and request payment monthly in arrears for actual expenses incurred, beginning with the July expenditure report.
- E. Financial Management Systems
- The Contractor shall meet the following standards for its financial management systems:
1. Financial Reporting
 2. Accounting Records
 3. Internal Control
 4. Budgetary Control
 5. Allowable Costs
 6. Source Documentation
 7. Cash Management

ARTICLE IV. CLOSEOUT

- A. The CBSP Financial Closeout Report (CDA 246) shall be submitted annually, to the AAA-Based Team, within sixty (60) calendar days following the end of the fiscal year, or within thirty (30) days following termination prior to the end of the contract period.
- B. The Contractor shall complete the Performance Actuals Page 4 of the CDA 246 and submit it annually to the AAA-Based Team as a part of the closeout.

BUDGET SUMMARY

EXHIBIT B

BUDGET PERIOD: 7/1/02 - 6/30/03				<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.:		CONTRACT NO.: CB-0203-08		DATE: 4/26/02		PSA NO.: 08
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	29,798			29,798					11,319	41,117
Operating Expenses				0						0
Indirect Admin				0						0
TOTAL ADMINISTRATION	29,798	0	0	29,798	0	0	0	0	11,319	41,117
LOCAL ASSISTANCE										
ADCRC			75,884	75,884	17,906	15,500				109,290
Brown Bag				0						0
Foster Grandparent			38,183	38,183						38,183
Linkages		229,135		229,135					75,871	305,006
Respite Purchase of Services		17,000		17,000						17,000
Respite Registry				0						0
Senior Companion			55,631	55,631						55,631
HICAP Reimbursements			65,180	65,180						65,180
HICAP Fund			32,547	32,547						32,547
HICAP Federal (SHIP) Funds			32,273	32,273						32,273
TOTAL LOCAL ASSISTANCE		246,135	299,698	545,833	17,906	15,500	0		75,871	655,110
TOTAL BUDGET / TOTAL REVENUES	29,798	246,135	299,698	575,631	17,906	15,500	0		87,190	696,227

FOR STATE USE ONLY

Community-Based Services Team Approval

Date

Team Coach Verification

Date

Dennis Kasmussen

5.22.02

Edward P. Long

5/23/02

DIRECT SERVICES BUDGET NARRATIVE

Program Name: Linkages (1 of 2)

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

BUDGET PERIOD: 7/1/02 - 6/30/03	[X] ORIGINAL [] AMENDMENT NO.:	CONTRACT NO.: CB-0203-08	DATE: 4/26/02	PSA NO.: 08
PERSONNEL COSTS				
Position Classification:	Annual Wage Rate	x % of Time Devoted	Total Budget	
Health Services Manager	79,997	7%	5,600	
Social Work Supervisor	73,965	25%	18,491	
Public Health Nurse	77,189	100%	77,189	
Social Worker III	62,837	100%	62,837	
Senior Accountant	70,158	10%	7,016	
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	
Liability Insurance			961	
Program Activity Exp			7,749	
Office Supplies			3,950	
Motor Vehicle Mileage/Training			4,405	
TOTAL OPERATING EXPENSES				
INDIRECT COSTS				

DIRECT SERVICES BUDGET NARRATIVE

Program Name: Linkages (2 of 2)

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

BUDGET PERIOD: 7/1/02 - 6/30/03	<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.:	CONTRACT NO.: CB-0203-08	DATE: 4/26/02	PSA NO.: 08
PERSONNEL COSTS		Annual Wage Rate	x % of Time Devoted	Total Budget
Position Classification:				
Fiscal Office Assistant II		34,299	10%	3,430
Office Assistant II		36,858	10%	3,686
TOTAL SALARIES & WAGES				178,249
STAFF BENEFITS				60,605
TOTAL PERSONNEL COSTS				238,854
OPERATING EXPENSES		Square Feet	Rate per Square Ft	Total
Rent				
Equipment (List):		Number	Unit Price	Total
Travel				
Linkages Purchase of Service				35,000
Respite Purchase of Service				
Other Operating Expenses (List):				Total
In-House Admin & Acctg Data Processing				8,482
Telephone/Automation Services				5,605
TOTAL OPERATING EXPENSES				66,152
INDIRECT COSTS				

DIRECT SERVICES BUDGET NARRATIVE

Program Name: Respite Purchase of Service
 (Prepare a Separate Budget Narrative for Each Direct Service Program)

BUDGET PERIOD: 7/1/02 - 6/30/03	<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.:	CONTRACT NO.: CB-0203-08	DATE: 4/26/02	PSA NO.: 08
PERSONNEL COSTS			x	
Position Classification:	Annual Wage Rate	% of Time Devoted		Total Budget
TOTAL SALARIES & WAGES				0
STAFF BENEFITS				
TOTAL PERSONNEL COSTS				0
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				17,000
Other Operating Expenses (List):				Total
TOTAL OPERATING EXPENSES				17,000
INDIRECT COSTS				

CONTRACTED SERVICES SCHEDULE

BUDGET PERIOD: 7/1/02 - 6/30/03	<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.:	CONTRACT NO.: CB-0203-08				DATE: 4/26/02	PSA NO.: 08	
(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	75,884			17,906	15,500			109,290
Name: Mills Peninsula Senior Focus								
Address: 1720 El Camino Real Burlingame, CA 94010								
Telephone: (650) 696-5274								
Contact Person: Forest Malakoff								
Program: Foster Grandparent	38,183							38,183
Name: Mills Peninsula Senior Focus								
Address: 1720 El Camino Real Burlingame, CA 94010								
Telephone: (650) 696-4175								
Contact Person: Maureen Dunn								
Program: Senior Companion	55,631							55,631
Name: Mills Peninsula Senior Focus								
Address: 1720 El Camino Real Burlingame, CA 94010								
Telephone: (650) 696-4175								
Contact Person: Maureen Dunn								
Program: HICAP	97,727		32,273					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:								0
Name:								
Address:								
Telephone:								
Contact Person:								

Use additional pages if needed.

PERFORMANCE ESTIMATES

BUDGET PERIOD: 7/1/02 - 6/30/03 ORIGINAL AMENDMENT NO.: CONTRACT NO.: CB-0203-08 DATE: 4/26/02 PSA NO.: 08

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:	135
	Number of Volunteer Hours:	720	Average Number of Clients Served per Month:	100
a.	Participants with Moderate Cognitive Impairment:	37	Average Ratio of Clients to Staff, per site (average 50:1):	50:1
b.	Participants with Severe Cognitive Impairment:	12	Foster Grandparent Program	Estimate
c.	Participants with Mild Cognitive Impairment:	29	Total Number of Volunteer Service Years (VSY):	10
[a + b + c = d]	d. Total Unduplicated Participants:	78	Number of Volunteer Hours:	10,440
	Maximum Program Capacity (Participants):	30	Number of Senior Volunteers:	13
	Number of Caregiver Support Sessions:	50	Number of Children Served:	30
	Number of In-service Training Sessions:	12	Senior Companion Program	Estimate
	Number of On-site Training Sessions:	12	Total Number of Volunteer Service Years (VSY):	14
			Number of Volunteer Hours:	14,616
Brown Bag Program		Estimate	Number of Senior Volunteers:	17
	Number of Persons Served (Unduplicated):		Number of Seniors Served:	42
	Number of pounds of food distributed:		HICAP	Estimate
	Number of bags of food distributed:		Number of Community Presentations:	62
	Number of Volunteers:		Number of Attendees at Presentations:	2,500
	Number of Volunteer Hours:		Number of Persons Counseled:	1,500
Respite Program		Estimate	Average Number of Registered Counselors for the year:	34
Respite POS (Required	Number of Families Served (Unduplicated):	37	Average Number of Registered Long-Term Counselors:	15
Linkages Funding)	Number of Respite Hours Provided:	944	Average Number of Community Educators:	10
Respite Registry	Number of Clients Contacts:		Average Number of Active Registered Counselors per Month:	30
	Number of Successful Matches:		HICAP Legal Representation Services	Estimate
Respite POS	Number of Families Served (Unduplicated):		(If providing) Number of Clients:	
(Non-Linkages Funding)	Number of Respite Hours Provided:		(If providing) Number of Hours:	

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, Community Based Services Program (CBSP) Budget, attachments, and amendments, unless otherwise provided in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
 - 1. contract form, Standard Agreement, etc., and any amendments thereto;
 - 2. statement of work;
 - 3. special terms and conditions including Exhibit D;
 - 4. general terms and conditions, including Exhibit C; and
 - 5. all other attachments incorporated herein by reference.
- 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 (W&I) 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).

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

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.
- A. Nondiscrimination (Federal Laws)
1. The Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq.), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261).
 2. The Contractor shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR 84).
- B. Confidentiality
1. Identity shall include, but not be limited to, name, identifying number, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
 2. The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant. This provision will remain in force even after termination.
 3. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
 4. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the participant, any such identifying information to anyone other than the State without prior written authorization from the State, except by court order.
 5. The Contractor may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such from any participant.
- C. Copyrights and Rights in Data
1. Copyrights
 - a. 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 lines (b) and (c).

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

- b. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.
- 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 statewide basis.
- c. Subject only to any other provisions of this Agreement, the State may use, duplicate, or disclose in any manner subject to State and federal law, 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

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

expressed may not be those of the Department and that the publication may not be based upon or inclusive of all raw data."

D. 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 judgement. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

E. 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.

F. Code of Conduct

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.

G. Covenant Against Contingent Fees

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

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 owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and nonconstruction activities, the Contractor or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and nonconstruction.

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)

K. Debarment

1. The Contractor must not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/State assistance programs.
2. The Contractor shall timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

L. Agreement Authorization

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

M. Provision of Services

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached program exhibits which are hereby incorporated by reference.
2. As a condition of receipt of program expansion funds appropriated for Community Based Service Programs (CBSPs) pursuant to the Budget Act of 1998, Area Agencies on Aging shall establish and preserve specified CBSPs, consistent with the purpose and intent of the initial appropriations. The Contractor shall maintain programs funded from appropriations made by the Budget Act of 1999 for community-based program expansion except for Linkages and HICAP until July 1, 2003. The Linkages Program funded from appropriations made by the Budget Act of 2000 shall be maintained until July 1, 2004. Community Based Services Programs are specified in W&I Code beginning with Chapter 7.5.

N. Staff

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

Special Terms and Conditions - Exhibit D

ARTICLE II. ASSURANCES (Continued)

O. Corporate Status

1. The Contractor shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement. 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 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.

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.

Special Terms and Conditions - Exhibit D

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.
- B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article II. Section C of this exhibit for handling property in accordance with Article VIII. and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI.
- C. Funds for this Agreement shall not be obligated in subcontracts for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XII., Section E.
- G. The Contractor shall require all its 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 contractors, subcontractors, materialmen, 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 in the performance of this Agreement.
- H. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding and patient records and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all

Special Terms and Conditions - Exhibit D

ARTICLE VI. RECORDS (Continued)

records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, 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.

Special Terms and Conditions - Exhibit D

ARTICLE VII. PROPERTY (Continued)

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.
- D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- F. The Contractor shall record the following information when property is acquired:
 - 1. Date acquired;
 - 2. Property description (include model number);
 - 3. Property identification number (serial number);
 - 4. Cost or other basis of valuation;
 - 5. Fund source; and
 - 6. Rate of depreciation (or depreciation schedule), if applicable.

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

Special Terms and Conditions - Exhibit D

ARTICLE VII. PROPERTY (Continued)

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

Special Terms and Conditions - Exhibit D

ARTICLE VII. PROPERTY (Continued)

- Q. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

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

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any administrative program and fiscal staff available during any scheduled process.

ARTICLE X. AUDIT

- A. The Contractor shall arrange for an audit to be performed as required by the Single Audit Act Amendments of 1996 and Circular A-133, and a copy submitted to:

California Department of Aging
Audit Branch
1600 K Street
Sacramento, California 95814
- B. The Contractor shall have the responsibility of resolving audits of its subcontractors.
- C. Whether or not the subcontractor obtains an independent audit, the Contractor must determine whether the subcontractor expended the funds provided under this Agreement in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the subcontractor or through other means (e.g., monitoring reviews) if the subcontractor has not had an audit.
- D. The Department shall have access to all audit reports of the Contractor and subcontractors and the option to perform audits and/or additional work, as needed.
- E. Where the Contractor engages an independent auditor, the Contractor shall provide for clause permitting access by the State to the work papers of the independent auditor.

Special Terms and Conditions - Exhibit D

ARTICLE X. AUDIT (Continued)

- F. Audits to be performed shall be, minimally, financial, and compliance audits, and may include economy and efficiency and/or program results audits.
- G. The Contractor shall cooperate with and participate in any further audits which may be required by the State.
- H. Federal HICAP funds shall be audited according to the HICAP Program Exhibit E, Article III.

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 shall include medical malpractice and/or errors and omissions.

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.

Special Terms and Conditions - Exhibit D

ARTICLE XI. INSURANCE (Continued)

2. The Certificate of Insurance shall provide the statement: "the Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
 3. The Department shall be named the certificate holder and the address must be listed on the certificate.
- D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Department, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement.
- E. The Contractor shall require its subcontractors under this program, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, workers' 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 Contractor shall maintain certificates of insurance for all its subcontractors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

ARTICLE XII. TERMINATION

- A. The State may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if CDA determines that a termination is in the State's interest. CDA shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective thirty (30) days from the delivery of the Notice of Termination. The parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.
- B. The State may terminate this Agreement hereunder and any unearned funds shall be returned to or retained by the State, in the event of:

Special Terms and Conditions - Exhibit D

ARTICLE XII. TERMINATION (Continued)

1. A violation of the law or failure to comply with any condition of this Agreement.
 2. Inadequate program performance.
 3. Failure to comply with reporting requirements.
 4. Evidence that the Contractor is in such an unsatisfactory financial condition as determined by the Department, as to endanger performance of this Agreement which includes the loss of other funding sources.
 5. Delinquency in payment of taxes or the costs of performance of this Agreement in the ordinary course of business.
 6. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, 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. The Contractor's organizational structure has materially changed.
- C. Such 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 termination. Said notice shall also inform the Contractor of its right to appeal such decision to the State and of the procedure for doing so.
- D. 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.
- E. 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.
- F. 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.

Special Terms and Conditions - Exhibit D

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, below. Once accepted, such revisions, waivers, or modifications shall require an Agreement amendment through the Department's amendment process to provide for the change mutually agreed to by the parties. The revision, waiver, or modification is not effective until the appropriate State processes have been completed.
- 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.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Notices mailed to the State shall be addressed to the California Department of Aging, AAA-Based Services Teams Branch, 1600 K Street, Sacramento, California 95814. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- C. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall present the name of its contact for this Agreement to the Department. The Contractor shall immediately notify the State, in writing, of any change of its contact or address.

ARTICLE XVIII. APPEAL PROCESS

In the event of an Agreement dispute or grievance regarding the terms and conditions of this Agreement both parties shall abide by the following procedures:

Special Terms and Conditions - Exhibit D

ARTICLE XVIII. APPEAL PROCESS (Continued)

- a. The Contractor shall first discuss the problem informally with the AAA-Based Services Teams. If the problem is not resolved, the Contractor must, within fifteen (15) working days of the failed attempt to resolve the dispute with the AAA-Based Services Teams, submit a written complaint together with any evidence to the Long-Term Care and Aging Services Division Deputy Director. The complaint must include the disputed issues, the legal authority/basis for each issue which supports the Contractor's position and the remedy sought. The Deputy Director shall, within fifteen (15) working days after receipt of the Contractor's written complaint, make a determination on the dispute and issue a written decision and reasons therefor. All written communication shall be 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 CCR.)
- d. Costs of the Contractor or subcontractor for administrative/court review are not reimbursable.

Additional Provisions - Exhibit E

ALZHEIMER'S 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 Alzheimer's Day Care Resource Center (ADCRC) Program standards as issued by the Department, applicable laws, and regulations.
 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 standards, as issued by the Department, applicable 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

ALZHEIMER'S ADDITIONAL PROVISIONS – CONTRACTED

- D. Serve as a model center available to other service providers for onsite training in the care of these patients.

ARTICLE II. REPORTING PROVISIONS

The Contractor shall submit program performance reports in accordance with Department requirements. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit program data reports electronically to the Data Analysis and Regulations Team (DART), California Department of Aging, 1600 K Street, Sacramento, CA 95814, according to the frequency listed:

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

Quarterly reports are due thirty (30) days after the end of the quarter (October 31, January 31, April 30, and July 31). Annual reports are due sixty (60) days after the end of the fiscal year (August 30). For late reports the Contractor shall submit a written explanation and corrective action plan to the DART by the 5th of the following month. This corrective action plan shall include the date the report will be submitted.

The Contractor shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the Contractor and Subcontractors to verify the accuracy of their data prior to submission to the DART.

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 and Community Service (CNCS).
 3. That CNCS approved mileage reimbursement is adequately supported for Foster Grandparent (FG) volunteers. Volunteers who drive their own vehicles must have their own auto insurance coverage.
 4. Abide by the CNCS 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 of the FG program without prior authorization from the Department. A subcontractor may request from the contractor permission to exceed the maximum 20% administration allowance following CNCS Foster Grandparent Program Manual and the Department's guidelines.

ARTICLE II. REPORTING PROVISIONS

The Contractor shall submit program performance reports in accordance with Department requirements. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit program data reports electronically to the Data Analysis and Regulations Team (DART), California Department of Aging, 1600 K Street, Sacramento, CA 95814, according to the frequency listed:

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

Additional Provisions - Exhibit E

FOSTER GRANDPARENT ADDITIONAL PROVISIONS - CONTRACTED

Quarterly reports are due thirty (30) days after the end of the quarter (October 31, January 31, April 30, and July 31). Annual reports are due sixty (60) days after the end of the fiscal year (August 30). For late reports, the Contractor shall submit a written explanation and corrective action plan to the DART by the 5th of the following month. This corrective action plan shall include the date the report will be submitted.

The Contractor shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the Contractor and Subcontractors to verify the accuracy of their data prior to submission to the DART.

Additional Provisions - Exhibit E

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 Health Insurance Counseling Advocacy Program (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

Additional Provisions - Exhibit E

HICAP ADDITIONAL PROVISIONS - CONTRACTED WITHOUT LEGAL

includes individual Intake/Counseling Forms of persons being counseled exceeding the maximum counseling period of twelve (12) months as defined in the HICAP Program Manual, Section 4, subsection 4.1. Confidential records shall be maintained by the subcontractor until an audit has occurred and an audit resolution has been issued, unless a longer retention period is authorized in writing by the Department's Audit Branch or required by law. After that period or authorization, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

- B. The Contractor shall assure compliance with the State Conflict of Interest Requirements, Certification Regarding Lobbying and Nondiscrimination Assurance as follows:
1. State Conflict of Interest Requirements
 - a. 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 on 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.
 - b. 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 Department guidance on conflict of interest and the HICAP Program Manual.
 - c. 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

Additional Provisions - Exhibit E

HICAP ADDITIONAL PROVISIONS - CONTRACTED WITHOUT LEGAL

preclude the Contractor or subcontractors from soliciting program contributions from entities that do not pose a conflict of interest.

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

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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 federal financial assistance from the Department, a recipient of federal financial assistance from Centers for Medicare and Medicaid Services; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

- b. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Contractor by the Department, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the federal financial assistance is extended to it by the Department.
- c. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Contractor by the Department, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreement made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

ARTICLE II. REPORTING PROVISIONS

The Contractor shall submit program performance reports in accordance with Department requirements. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit program data reports electronically to the Data Analysis and Regulations Team (DART), California Department of Aging, 1600 K Street, Sacramento, CA 95814, according to the frequency listed:

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1. Aggregate Counseling Activity Report (CDA 264), batched monthly and submitted quarterly.
2. Aggregate Public and Media Activity Report (CDA 265), batched monthly and submitted quarterly.
3. Annual Resource Report (CDA 266), annually.

Quarterly reports are due thirty (30) days after the end of the quarter (October 31, January 31, April 30, and July 31). Annual reports are due sixty (60) days after the end of the fiscal year (August 30). For late reports, the Contractor shall submit a written explanation and corrective action plan to the DART by the 5th of the following month. This corrective action plan shall include the date the report will be submitted.

The Contractor shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the Contractor and Subcontractors to verify the accuracy of their data prior to submission to the DART.

ARTICLE III. AUDIT

- A. The Contractor shall assure that all subcontractors expending \$300,000 or more in total federal funds have met the audit requirements of the OMB Circular A-133:
 1. Assure that appropriate corrective action has been taken to correct instances of noncompliance with federal laws and regulations. Corrective action should be taken within six months after the Contractor receives the subcontractor's audit report;
 2. Consider whether subcontractor audits necessitate adjustment of the Contractor's own records; and
 3. Require each subcontractor to permit independent auditors to have access to the records and financial statements as necessary for the Contractor to comply with OMB Circular A-133.
 4. Subcontractors expending less than \$300,000 in total federal funds are exempt from federal audit requirements but records must be available for review.
- B. Ensuring that the requirements of the OMB Circular A-133 are met, is generally interpreted to mean that the Contractor will assure that the subcontractor's audit was:

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1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be completed not later than 9 months after the end of the subcontractor's fiscal year. The audit report is due to the Contractor not later than 30 days after the completion of the audit.
 2. Properly procured - use OMB Circular A-110 procurement standards; and provide maximum opportunities to small and minority audit firms.
 3. Performed in accordance with Government Auditing Standards - should be performed by an independent audit; and be organization-wide.
 4. All inclusive - includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination of compliance with laws and regulations of all major federal programs and selected non-major program transactions.
 5. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
 6. All audits of subcontractor shall consider the programs identified in "B" as a cluster for purposes of determining major programs or whether a program specific audit may be elected.
- C. These requirements must be included in subcontractor Agreements. Further, subcontractor should be required to include in their contracts with the auditors selected by subcontractors, that the auditors will comply with all applicable audit requirements.
- D. The Contractor shall have the responsibility of resolving audits of its subcontractors.
- E. If the subcontractor does not obtain an independent audit, the Contractor must determine whether the subcontractor expended the funds provided under this Agreement in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the subcontractor or through other means (e.g., monitoring reviews) if the subcontractor has not had an audit.
- F. The Department shall have access to all audit reports of Contractors and has the option to perform audits and/or additional work, as needed.

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- G. Unless prohibited by law, the cost of audits made in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principle circulars. Contractor may not charge to Federal Awards the cost of any audit under the Single Audit Act Amendments of 1996, not conducted in accordance with the Act.
- H. Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has federal awards expended of less than \$300,000 per year, and is thereby exempted under OMB Circular A-133, Subsection, 200(d) from having an audit conducted under the Act. Contractor may arrange for agreed upon procedures, the scope of which is less than that of an audit, to be performed by independent auditors on subcontractors not subject to OMB Circular A-133, for purposes of fiscal monitoring. The costs of such agreed upon procedures performed by an independent auditor may be charged to this Award as a cost of monitoring under Administration of the Area Plan.
- I. All audits shall be performed in accordance with and address all issues contained in any Compliance Supplement that applies to this program.
- J. The Contractor assures the State that all subcontractors are audited as required by State requirements and federal law.
- K. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.
- L. Audits to be performed shall be, minimally, financial, and compliance audits, and may include economy and efficiency and/or program result audits.
- M. The Contractor shall cooperate with and participate in any further audits which may be required by the State.
- N. The Contractor agrees that the awarding Department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records with supporting documentation pertaining to the performance of this Agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, or for a longer period as stipulated in Article IX. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CC Title 2, Section 1986).

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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

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LINKAGES ADDITIONAL PROVISIONS - DIRECT

contributions/fees on hand must be used to offset the expenditures, thus reducing the contract expenditure amount.

5. Provide, when appropriate, integration of specific components of the Linkages Program with other programs in the contracting agency. Factors to be taken into consideration are:
 - (a) Long-term-care information and assistance services may be integrated with other information and assistance services operated by the Contractor to establish a comprehensive system within the Contracting Agency.
 - (b) The intake/screen portion of the assessment instrument may be completed by a trained staff person within the parameters of a centralized intake unit established by the Contractor.
 - (c) Integration of services shall be in accordance with Exhibit B, Article I, Section B, Accountability for Funds of this Agreement.
6. The Contractor shall assure that client information can be shared among programs if it serves the client more efficiently, and if it is in accordance with Exhibit D, Article II, Section C of this Agreement.
7. In the event of contract termination, the Contractor assures that any resource directories and all client records remain the property of the Department and are returned to the Department.

ARTICLE II. REPORTING PROVISIONS

The Contractor shall submit program performance reports in accordance with Department requirements. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit program data reports electronically to the Data Analysis and Regulations Team (DART), California Department of Aging, 1600 K Street, Sacramento, CA 95814, according to the frequency listed:

- a. Service Units Data File (LNK) 101 quarterly.
- b. Summary Client Profile Data File (LNK) 102A annually.

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LINKAGES ADDITIONAL PROVISIONS - DIRECT

Quarterly reports are due thirty (30) days after the end of the quarter (October 31, January 31, April 30, and July 31). Annual reports are due sixty (60) days after the end of the fiscal year (August 30). For late reports, the Contractor shall submit a written explanation and corrective action plan to the DART by the 5th of the following month. This corrective action plan shall include the date the report will be submitted.

The Contractor shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the Contractor and Subcontractors to verify the accuracy of their data prior to submission to the DART.

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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. Allocations specifically for Respite Purchase of Service (RPOS) shall not exceed \$450 per fiscal year/per client, unless approved in advance by the Supervisor.

ARTICLE II. REPORTING PROVISIONS

The Contractor shall submit program performance reports in accordance with Department requirements. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit program data reports electronically to the Data Analysis and Regulations Team (DART), California Department of Aging, 1600 K Street, Sacramento, CA 95814, according to the frequency listed:

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

Quarterly reports are due thirty (30) days after the end of the quarter (October 31, January 31, April 30, and July 31). Annual reports are due sixty (60) days after the end of the fiscal year (August 30). For late reports, the Contractor shall submit a written explanation and corrective action plan to the DART by the 5th of the following month. This corrective action plan shall include the date the report will be submitted.

The Contractor shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the Contractor and Subcontractors to verify the accuracy of their data prior to submission to the DART.

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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 and Community Service (CNCS).
 3. That CNCS approved mileage reimbursements is adequately supported for Senior Companion volunteers. Volunteers who drive their own vehicles must have their own auto insurance coverage.
 4. Abide by the CNCS Senior Companion (SC) 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 (W&I) 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 of the SC program without prior authorization from the Department. A subcontractor may request from the contractor permission to exceed the maximum 20% administrative allowance following CNCS Senior Companion Program Manual and the Department's guidelines.

ARTICLE II. REPORTING PROVISIONS

The Contractor shall submit program performance reports in accordance with Department requirements. Data reported must be timely, complete, accurate, and verifiable. The Contractor must submit program data reports electronically to the Data Analysis and Regulations Team (DART), California Department of Aging, 1600 K Street, Sacramento, CA 95814, according to the frequency listed:

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SENIOR COMPANION ADDITIONAL PROVISIONS - CONTRACTED

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

Quarterly reports are due thirty (30) days after the end of the quarter (October 31, January 31, April 30, and July 31). Annual reports are due sixty (60) days after the end of the fiscal year (August 30). For late reports the Contractor shall submit a written explanation and corrective action plan to the DART by the 5th of the following month. This corrective action plan shall include the date the report will be submitted.

The Contractor shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the Contractor and Subcontractors to verify the accuracy of their data prior to submission to the DART.