

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

CB-0304-08

AMENDMENT NUMBER

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

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

County of San Mateo

2. The term of this Agreement is: July 1, 2003 through June 30, 2004

3. The maximum amount of this Agreement is: \$ 476,570.00
Four hundred seventy-six thousand, five hundred seventy dollars

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

Exhibit A – Scope of Work	12	Page(s)	
Exhibit B – Budget Detail and Payment Provision	13	Page(s)	
* Exhibit C – General Terms and Conditions	GTC201 (Number)		2/20/2001 (Dated)
Exhibit D – Special Terms and Conditions	19	Page(s)	
Exhibit E – Additional Provisions	18	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, Contracts and Business Services Section		
ADDRESS		
1600 K Street, Sacramento, California 95814		<input type="checkbox"/> Exempt per _____

Scope of Work - Exhibit A
Alzheimer's - Contracted

ARTICLE I. DEFINITIONS SPECIFIC TO ALZHEIMER'S PROGRAM

- A. **Alzheimer's Day Care Resource Center (ADCRC)** means a center developed pursuant to Section 9542 of the Welfare and Institutions (W&I) Code to provide a program of specialized day care for participants with dementia.
- B. **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.
- C. **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.
- D. **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.
- E. **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.
- F. **Respite care** means temporary or periodic services for frail elderly persons or functionally impaired adults to relieve persons who are providing care.

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

The contractor shall:

- A. Enter into contracts with subcontractors to operate an ADCRC Program to (1) provide access to specialized day care programs for individuals with Alzheimer's disease and other dementia related disorders and (2) support families and caregivers of participants pursuant to W&I Code, Chapters 7 and 7.5.
- B. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement.

Scope of Work - Exhibit A
Alzheimer's - Contracted

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

- C. Implement statutory provisions of the ADCRC Program (W&I Code, Section 9542), and managing ADCRCs in accordance with ADCRC Program standards as issued by the Department, all applicable laws, and regulations. Contractor shall make every effort 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.
- D. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
- E. Review and approve program plans of operation.
- F. Annually monitor, evaluate, and document subcontractor performance and compliance.
- G. Collect, review, and approve subcontractor financial reports in accordance with ADCRC Program standards required by the Department.
- H. Provide training, support and technical assistance to the subcontractor, as needed. Respond within 30 days in writing to all written requests from subcontractors for guidance and interpretation of instructions.
- I. Distribute and maintain up-to-date ADCRC Program standards so that all responsible persons have ready access to regulations, policies, and procedures.
- J. Provide program information and referral services to the public.
- K. Conduct pre-award and physical plant and safety inspections, annual performance monitoring and review, relocation visits, and complaint investigations of all subcontractors.
- L. Ensure at least one staff member attends all trainings and meetings required by the Department.
- M. Maintain a program data collection and reporting system as required by the Department.
- N. Performance of the subcontractor: The contractor shall include the following provisions in all Agreements that require the subcontractor(s) to:

Scope of Work - Exhibit A
Alzheimer's - Contracted

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

1. Operate an ADCRC Program to (1) provide access to specialized day care programs for individuals with Alzheimer's disease and other dementia related disorders and (2) support families and caregivers of participants.
2. Implement statutory provisions of the ADCRC Program (W&I Code, Section 9542,) and manage ADCRCs located in the service area in accordance with ADCRC Program standards as issued by the Department, applicable laws, and regulations.
3. Comply with the budget as approved by the Contractor and incorporated in the subcontract.
4. 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.]
5. Provide dementia specific day care services necessary to meet the physical and psychosocial needs of participants.
6. Develop a program and maintain a physical environment suitable to caring for participants with conditions associated with dementia.
7. Provide training for staff, volunteers, professionals, students, and other persons caring for this population.
8. Disseminate information to the public regarding Alzheimer's disease and related disorders.
9. Be a resource to caregivers and to the community.
10. Provide in-service training a minimum of six (6) times per year to staff and volunteers.
11. Provide training to students and interns through outreach to establish contact with various local educational programs.
12. Develop and provide services targeted to participants in the moderate to severe ranges of disability.
13. Provide or arrange for a noon meal to participants.
14. Provide services to assist family members of participants, including counseling and referral to other resources.

Scope of Work - Exhibit A
Alzheimer's - Contracted

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

15. Provide presentations to professional service providers in the community at least four (4) times per year.
16. Provide community outreach education to the community, lay public, and caregivers.
17. Involve the center in community outreach activities and provide educational and informational materials to the community.
18. Provide direct dementia-specific program and services a minimum of three (3) days per week and at least five (5) hours per day.
19. Support and train caregivers through caregiver support groups and other caregiver activities no less than twelve (12) times per year using ADCRC staff, or other support group providers in the local community.
20. Ensure at least one staff member attends all trainings and meetings required by the Department.
21. Maintain a program data collection and reporting system as required by the Department.

Scope of Work - Exhibit A
HICAP – 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

The Contractor shall:

- A. Enter into contracts with subcontractors to operate the HICAP and provide HICAP counseling, advocacy, education and legal referral services to Medicare beneficiaries within the contracted service area pursuant to W&I Code, Chapters 7 and 7.5.
- B. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement.
- C. Ensure statutory provisions of the HICAP (W&I Code, Section 9541) are met and service provided in accordance with laws, regulations, and the HICAP Program Manual as issued by the Department. Contractor shall make every effort 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.
- D. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
- E. Review and approve Program Operating Plans of the subcontractor.
- F. Annually monitor, evaluate, and document subcontractor performance and compliance with this Agreement.
- G. Collect, review, and approve subcontractor financial reports in accordance with the HICAP Program Manual.

Scope of Work - Exhibit A
HICAP – Contracted without Legal

ARTICLE II. SCOPE OF WORK (Continued)

- H. Provide training, support and technical assistance to the subcontractor as needed and respond in writing to all written requests from subcontractors for guidance, and interpretation of instructions.
- I. Distribute and maintain up-to-date 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)].
- J. Provide program information and referral to the public.
- K. 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.
- L. Submit the name of the HICAP Program Manager to the Department within 30 days of initial employment by the subcontractor.
- M. Performance of the subcontractor: The Contractor shall include the following provisions in all agreements that require the subcontractor(s) to:
 - 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 HICAP Program Manual as issued by the Department.
 - 2. Comply with the budget as submitted by the Contractor and incorporated in the subcontract.
 - 3. Develop, follow, and maintain a Plan of Operation that follows the guidance provided in the HICAP Program Manual.
 - 4. Recruit and maintain a well-trained, cadre of volunteer Counselors, Long- Term Care Counselors, Long Term Care Community Educators and General 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.

Scope of Work - Exhibit A
HICAP – Contracted without Legal

ARTICLE II. SCOPE OF WORK (Continued)

5. Provide clients with reasonable accommodation and access to HICAP by guaranteeing telephone access during the normal business hours (Monday – Friday 9:00 – 4:00). 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 with an answering service or answering machine. Messages shall be returned within 48 hours, excluding weekends and holidays.
6. Provide a disclosure statement to counseling clients prior to counseling, as prescribed by the Department in the HICAP Program Manual [W&I Code, Section 9541 (f) (4)].
7. Provide a community education campaign, designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare + Choice plans, and related health care plans. [W&I Code, Section 9541 (c) (1), (4), (5) & (6)].
8. 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)].
9. The Program Manager and or designated representative 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)].
10. Maintain, and keep up-to-date, the 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)].
11. 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 County Bar Association for such purposes.
12. Maintain a program data collection and reporting system as required by the Department.

Scope of Work - Exhibit A
Linkages - Direct

ARTICLE I. DEFINITIONS

- 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 and, be at risk of institutionalization.

ARTICLE II. SCOPE OF WORK

The Contractor shall:

- A. Operate a Linkages Program to prevent premature or inappropriate institutionalization by providing case management services to the eligible service population who are at risk of institutionalization pursuant to Welfare and Institutions (W&I) Code Section 9000 et seq.
- B. Implement statutory provisions of the Linkages Program (W&I Code, Section 9545) in accordance with all applicable laws, regulations, and the Linkages Program Manual as issued by the Department. Contractor shall make every effort to perform as stipulated in the Performance Estimates form, (CBSP Budget, page 5), which is attached and 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.
- C. Maintain an active monthly caseload as 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 as specified in the Performance Estimates form. 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 as

Scope of Work - Exhibit A
Linkages - Direct

ARTICLE II. SCOPE OF WORK (Continued)

specified in the Performance Estimate form. If the Director or Clinical Supervisor does not carry client cases, their positions would not be a factor in the 50 to 1 ratio.

- D. 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.
- E. 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. Update the care plan whenever changes occur in the client's condition, needs, or circumstances. Care plan development shall include the client, caregiver(s), family, and others involved in the client system of care.
 - 4. Utilize input from professional specialties (i.e. nursing, physical therapy, occupational therapy, pharmacy, etc.) as indicated by the needs of the client.
 - 5. Authorize and arrange services to implement the care 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. Changes must be reflected in the care plan.
- F. Administer LPOS in accordance with the Linkages Program Manual. LPOS is funded within the Linkages allocation. LPOS shall be limited to those services necessary to reduce the risk of institutionalization, and shall be as follows:

Scope of Work - Exhibit A
Linkages - Direct

ARTICLE II. SCOPE OF WORK (Continued)

1. Purchase 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. Expend a minimum of \$7,500 for the LPOS within the contract year.
- G. Maintain an up-to-date Linkage Program manual and related Department requirements so that all responsible persons have ready access to standards, policies, and procedures.
- H. Maintain a program data collection and reporting system as required by the department.

Scope of Work - Exhibit A
Respite Purchase of Service - 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) 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:

- A. Operate a RPOS by directly providing or purchasing respite care services for caregivers with primary responsibility for the care of frail elderly adults or adults with functional impairments pursuant to W&I Code Section 9000, et seq.
- B. 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. Contractor shall make every effort 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.

Scope of Work - Exhibit A
Respite Purchase of Service - Direct

ARTICLE II. SCOPE OF WORK (Continued)

- C. Arrange for and purchase respite services for primary caregivers of the eligible service population.
- D. Maintain a program data collection and reporting system as required by the Department.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
Community Based Service Programs

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
Community Based Service Programs

ARTICLE I. FUNDS (Continued)

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government and the Budget Act of the appropriate fiscal years for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions imposed by the Congress or the Legislature or the Executive Branch of State Government that may affect the provisions, terms or funding of this Agreement in any manner.

3. **Limitation of State Liability**

Payment for performance by the Contractor is contingent upon appropriation by the Legislature or Congress for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this contract until funds are made available and until the Contractor has received notice of funding availability, which shall be confirmed in writing.

4. **Funding Reduction(s)**

- a. If funding for any State fiscal year is reduced or deleted by the Legislature, Congress, or Executive Branch of State Government for the purpose of this program, the State shall have the option to either:
 - Terminate the Contractor pursuant to Exhibit D, Article XII, A.
 - Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.
- b. In the event that State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced (2) some contracts may be reduced by a greater amount than others, and (3) that the State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. 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.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
Community Based Service Programs

ARTICLE I. FUNDS (Continued)

- (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:
 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:

Budget Detail, Payment Provisions, and Closeout – Exhibit B
Community Based Service Programs

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

- 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.
 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.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
Community Based Service Programs

ARTICLE III. PAYMENT (Continued)

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.
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.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
Community Based Service Programs

ARTICLE IV. CLOSEOUT (Continued)

- 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

BUDGET PERIOD: 7/1/03 - 6/30/04				[X] ORIGINAL [] AMENDMENT NO.:		CONTRACT NO.: CB-0304-08		DATE: 2/27/03		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	21,369			21,369				7,081	28,450		
Operating Expenses				0					0		
Indirect Admin				0					0		
TOTAL ADMINISTRATION	21,369	0	0	21,369	0	0	0	7,081	28,450		
LOCAL ASSISTANCE											
ADCRC			75,884	75,884	17,906	15,500			109,290		
Brown Bag				0					0		
Foster Grandparent				0					0		
Linkages		232,317		232,317				77,471	309,788		
Respite Purchase of Services		17,000		17,000					17,000		
Respite Registry				0					0		
Senior Companion				0					0		
HICAP Reimbursements			74,635	74,635					74,635		
HICAP Fund			37,274	37,274					37,274		
HICAP Federal (SHIP) Funds			18,091	18,091					18,091		
TOTAL LOCAL ASSISTANCE		249,317	205,884	455,201	17,906	15,500	0	77,471	566,078		
TOTAL BUDGET / TOTAL REVENUES	21,369	249,317	205,884	476,570	17,906	15,500	0	84,552	594,528		

Community-Based Services Team Approval

FOR STATE USE ONLY

Date

Team Coach Verification

Date

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

[] Yes Amount Budgeted:\$

AAA ADMINISTRATION BUDGET NARRATIVE

BUDGET PERIOD: 7/1/03 - 6/30/04		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.:		CONTRACT NO.: CB-0304-08	DATE: 2/27/03	PSA NO.: 08
PERSONNEL COSTS						
Position Classification:				Annual Wage Rate	x % of Time Devoted	Total Budget
Health Services Manager				83,200	10%	8,320
Community Program Specialist				67,829	15%	10,174
Community Program Specialist				67,829	5%	3,391
TOTAL SALARIES & WAGES						21,885
STAFF BENEFITS						6,565
TOTAL PERSONNEL COSTS						28,450
OPERATING EXPENSES						
				Square Feet	Rate per Square Ft	Total
Rent						
Equipment (List):				Number	Unit Price	Total
Travel						
Other Operating Expenses (List):						Total
TOTAL OPERATING EXPENSES						0
INDIRECT ADMIN						
TOTAL ADMINISTRATION BUDGET						28,450

DIRECT SERVICES BUDGET NARRATIVE**Program Name: Linkages (1 of 2)**

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

BUDGET PERIOD: 7/1/03 - 6/30/04	<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.:	CONTRACT NO.: CB-0304-08	DATE: 2/27/03	PSA NO.: 08
PERSONNEL COSTS				
Position Classification:	Annual Wage Rate	x % of Time Devoted	Total Budget	
Health Services Manager	83,200	8%	6,656	
Social Work Supervisor	76,918	20%	15,384	
Public Health Nurse	81,827	100%	81,827	
Social Worker III	65,354	100%	65,354	
Senior Accountant	72,966	10%	7,297	
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				
TOTAL DIRECT SERVICES BUDGET				

DIRECT SERVICES BUDGET NARRATIVE**Program Name: Linkages (2 of 2)**

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

BUDGET PERIOD: 7/1/03 - 6/30/04	<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.:	CONTRACT NO.: CB-0304-08	DATE: 2/27/03	PSA NO.: 08
PERSONNEL COSTS		Annual Wage Rate	x % of Time Devoted	Total Budget
Position Classification:				
Fiscal Office Assistant II		35,693	10%	3,569
Office Assistant II		38,335	10%	3,834
TOTAL SALARIES & WAGES				183,921
STAFF BENEFITS				54,715
TOTAL PERSONNEL COSTS				238,636
OPERATING EXPENSES		Square Feet	Rate per Square Ft	Total
Rent				
Equipment (List):		Number	Unit Price	Total
Travel				
Linkages Purchase of Service				40,000
Respite Purchase of Service				
Other Operating Expenses (List):				Total
In-House Admin & Acctg Data Processing				8,482
Telephone/Automation Services				5,605
TOTAL OPERATING EXPENSES				71,152
INDIRECT COSTS				
TOTAL DIRECT SERVICES BUDGET				309,788

DIRECT SERVICES BUDGET NARRATIVE**Program Name: Respite Purchase of Service**

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

BUDGET PERIOD: 7/1/03 - 6/30/04	<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT NO.:	CONTRACT NO.: CB-0304-08	DATE: 2/27/03	PSA NO.: 08
PERSONNEL COSTS		Annual Wage Rate	x % of Time Devoted	Total Budget
Position Classification:				
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				
TOTAL DIRECT SERVICES BUDGET				17,000

BUDGET PERIOD: 7/1/03 - 6/30/04		[X] ORIGINAL [] AMENDMENT NO.:		CONTRACT NO.: CB-0304-08		DATE: 2/27/03		PSA NO.: 08	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i) TOTAL	
Contractors	State Funds	Linkages POS	Federal (SHIP)	Match Cash*	Match In-Kind*	Program Income	Other Funding	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: HICAP	111,909		18,091					130,000	
Name: Self Help for the Elderly									
Address: 407 Sansome St. San Francisco, CA 94111									
Telephone: (415) 348-6927									
Contact Person: Diana Gray									

Use additional pages if needed.

* If required

PERFORMANCE ESTIMATES

BUDGET PERIOD: 7/1/03 - 6/30/04 ☒ ORIGINAL ☐ AMENDMENT NO.: CONTRACT NO.: CB-0304-08 DATE: 2/27/03 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):		
[a + b + c = d] d. Total Unduplicated Participants:		78	Number of Volunteer Hours:		
Maximum Program Capacity (Participants):		30	Number of Senior Volunteers:		
Number of Caregiver Support Sessions:		50	Number of Children Served:		
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):		
Brown Bag Program		Estimate	Number of Volunteer Hours:		
Number of Persons Served (Unduplicated):			Number of Senior Volunteers:		
Number of pounds of food distributed:			Number of Seniors Served:		
Number of bags of food distributed:			H I C A P		Estimate
Number of Volunteers:			Number of Community Presentations:		62
Number of Volunteer Hours:			Number of Attendees at Presentations:		2,500
Respite Program		Estimate	Number of Persons Counseled:		1,500
Respite POS (Required Linkages Funding) Number of Families Served (Unduplicated):		37	Average Number of Registered Counselors for the year:		34
Respite Registry Number of Respite Hours Provided:		944	Average Number of Registered Long-Term Counselors:		15
Number of Clients Contacts:			Average Number of Community Educators:		10
Number of Successful Matches:			Average Number of Active Registered Counselors per Month:		30
Respite POS (Non-Linkages Funding) Number of Families Served (Unduplicated):			H I C A P Legal Representation Services		Estimate
Number of Respite Hours Provided:			(If providing) Number of Clients:		
			(If providing) Number of Hours:		

Special Terms and Conditions - Exhibit D
Community Based Service Programs

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (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. Scope 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.
- C. 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, and the provisions in this Agreement, the provisions in this Agreement shall prevail.
- D. "State" and "Department," mean the State of California and the California Department of Aging interchangeably.
- E. "Contractor" means the Area Agency on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and is responsible for executing its provisions and services.
- F. "Subcontractor" means the legal entity that receives funds from the Contractor under this Agreement.
- G. "Reimbursable item" also means "allowable cost" and "compensable item."
- H. "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.)
- I. "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.
- J. "Program income" is revenue generated by the Contractor or subcontractor 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
Community Based Service Programs

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (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.

ARTICLE II. ASSURANCES

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

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

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

C. Nondiscrimination

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).

D. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a contract, the Contractor agrees to comply with this provision of this Agreement.

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.

Special Terms and Conditions - Exhibit D
Community Based Service Programs

ARTICLE II. ASSURANCES (Continued)

F. Conflict of Interest

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

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.

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 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276 to 276 a-7) (29 CFR, Part 5).

Special Terms and Conditions - Exhibit D
Community Based Service Programs

ARTICLE II. ASSURANCES (Continued)

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

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).

K. Debarment, Suspension, and Other Responsibility Matters

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

Special Terms and Conditions - Exhibit D
Community Based Service Programs

ARTICLE II. ASSURANCES (Continued)

- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (federal, State, or local) terminated for cause or default.
 - e. Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department
- 2. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

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 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.

Special Terms and Conditions - Exhibit D
Community Based Service Programs

ARTICLE II. ASSURANCES (Continued)

N. Contractor's Staff

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

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.
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 copy of this Agreement is on file and available for inspection at the California Department of Aging, 1600 K Street, Sacramento, California 95814.

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUBCONTRACTS

- A. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- 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

Special Terms and Conditions - Exhibit D
Community Based Service Programs

ARTICLE V. SUBCONTRACTS (Continued)

Article XX. 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 XI, 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.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):
 - 1. The RFP or IFB.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity.

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

Special Terms and Conditions - Exhibit D
Community Based Service Programs

ARTICLE V. SUBCONTRACTS (Continued)

- J. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

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 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 upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

Special Terms and Conditions - Exhibit D
Community Based Service Programs

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, file folders, etc.
- B. Property meeting all of the following criteria are subject to the capitalization requirements. Subject property must:
1. Have a normal useful life of at least 1 year;
 2. Have a unit acquisition cost of at least \$5000 (e.g., four identical assets which cost \$3000 each, for a \$12,000 total would not meet this capitalization requirement); and
 3. Be used to conduct business under this Agreement.

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

- C. Noncapitalized property are those items which do not meet all three requirements in this Article, Section B above.
- 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);
 2. Property identification number (serial number);

Special Terms and Conditions - Exhibit D
Community Based Service Programs

ARTICLE VII. PROPERTY (Continued)

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.

- 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:

Special Terms and Conditions - Exhibit D
Community Based Service Programs

ARTICLE VII. PROPERTY (Continued)

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

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:

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ARTICLE X. AUDIT (Continued)

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.
- 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 IV.

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:

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ARTICLE XI. INSURANCE (Continued)

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

unless otherwise amended by future regulation.

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

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
2. The Certificate of Insurance shall provide the statement: "the Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
3. The Department shall be named the certificate holder and the address must be listed on the certificate.

D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Department, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement.

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ARTICLE XI. INSURANCE (Continued)

- 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 subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

ARTICLE XII. TERMINATION

- A. Termination for Convenience
 - 1. The State may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if the State determines that a termination is in the State's interest. The State 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.
 - 2. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

 - a. Stop work as specified in the Notice of Termination.
 - b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract.
 - c. Terminate all subcontracts to the extent they relate to the work terminated.

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Community Based Service Programs

ARTICLE XII. TERMINATION (Continued)

- d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).

B. Termination for Default

- 1. The State may by written notice of default to the Contractor, terminate this Agreement, in whole or in part, as a consequence of any of the following events:
 - a. A violation of the law or failure to comply with any condition of this Agreement.
 - b. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
 - c. Failure to comply with reporting requirements.
 - d. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
 - e. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
 - f. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
 - g. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
 - h. The commission of an act of bankruptcy.
 - i. Finding of debarment or suspension, Article II K.
 - j. The Contractor's organizational structure has materially changed.

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Community Based Service Programs

ARTICLE XII. TERMINATION (Continued)

- C. Such termination of this Agreement, shall take effect immediately in the case of threat to life, health, or safety of the public or, in all other cases, upon thirty (30) days subsequent to written notice to the Contractor. The notice shall describe the action being taken, the date of termination, the reason for such action and, any conditions of the termination, including the requirement of a transition plan as identified in Exhibit E, Article III. 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 a termination notice, the Department will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.
- F. The Department may determine that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 for local governments and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

ARTICLE XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. REVISIONS OR MODIFICATIONS

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

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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:

- 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.

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Community Based Service Programs

ARTICLE XVIII. APPEAL PROCESS (Continued)

- 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.

ARTICLE XIX. CONFIDENTIALITY

- A. 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.
- B. "Identifying information" shall include, but not be limited to, name, identifying number, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- C. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- D. 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.
- E. 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.

ARTICLE XX. COPYRIGHTS AND RIGHTS IN DATA

- A. Copyrights
 - 1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in lines (b) and (c) of this section.
 - 2. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.

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ARTICLE XX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

3. If the material is copyrighted with the consent of the Department, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials produced or resulting from activities supported by this Agreement, as defined in item 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.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to any other provisions of Article XIX and XX of this Exhibit, 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.
4. Materials published or transferred shall: (a) state that "The materials or product were a result of a project funded by a contract with the California Department of Aging", (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."