

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

AGREEMENT NUMBER

AP-0405-08

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

County of San Mateo

2. The term of this Agreement is: July 1, 2004 through June 30, 2005

3. The maximum amount of this Agreement is: \$ 3,060,693.00
 Three million, sixty thousand, six hundred ninety-three 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 Provisions 9 page(s)

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions 25 page(s)

Exhibit - D* Special Terms and Conditions 10 page(s)

Exhibit E – Additional Provisions 10 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

**California Department of General
 Services Use Only**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Mateo

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

225 West 37th Avenue, Room 140, San Mateo, California 94403

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services Section

ADDRESS

1600 K Street, Sacramento, California 95814

Exempt per:

Scope of Work – Exhibit A
AREA PLAN

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.
2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).
3. **Program Development** means activities that either establish a new service or expand or integrate existing services.
4. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-OAA funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
5. **Priority Services** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
6. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the recommended dietary allowance (RDA), and comply with the Dietary Guidelines for Americans.
7. **Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the recommended dietary allowance (RDA), and comply with the Dietary Guidelines for Americans.

Scope of Work – Exhibit A
AREA PLAN

ARTICLE I. DEFINITIONS (Continued)

8. **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention, health promotion education, and health promotion programs, nutrition education, nutrition counseling, nutrition risk screening services, and medication management.
9. **Eligible Service Population** for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)][Title 22, CCR, Sections 7125,7127,7130, and 7135].

B. **DEFINITIONS SPECIFIC TO TITLE III E—FAMILY CAREGIVER SUPPORT PROGRAM (FCSP)**

1. **Program Requirements** means requirements found in the Older Americans Act (OAA), Title III, Part E, Sections 371 through 374.
2. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined as an individual who is not more than 18 years of age. [OAA, Title III, Part E, Section 372 (1)].
3. **A Family Caregiver** is defined as an adult family member, or another individual who is an informal provider of in-home and community care to an older individual. [OAA, Title III, Part E, Section 372 (2)].
4. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or stepgrandparent of a child, or a relative of a child by blood or marriage, who is 60 years of age or older, and who meets the criteria in Title III, Part E, Section 372 (3) of the OAA.
5. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, who meets the criteria in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26).
6. **Title III E (Family Caregiver Support Program)** means Support Services that include (1) information to caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training to caregivers to assist the caregivers in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. [OAA, Title III, Part E, Section 373 (b)].

**Scope of Work – Exhibit A
AREA PLAN**

ARTICLE I. DEFINITIONS (Continued)

7. **Eligible Service Population** for Title III E means:

- a. A Family Caregiver
- b. A Grandparent or Older Individual Who is a Relative Caregiver

C. DEFINITIONS SPECIFIC TO TITLE VII (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES)

1. **State Long-Term Care Ombudsman Program** means the CDA program recognized by the State Legislature and in compliance with the Older Americans Act and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B); WIC 9700, 9701(f)].
2. **Office of the Long-Term Care Ombudsman** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the Area Agencies on Aging (AAAs). As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the state. The Office analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The Office periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA 712(a)(1)(A), 712(a)(3)(C&F), 712(h); WIC 9710, 9716, 9717].
3. **State Ombudsman** means the individual who serves as the full-time head of the Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the Area Agencies on Aging, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAA responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a)(2&3), 712(a)(5)(D)(ii), 712(e); WIC 9711].

Scope of Work – Exhibit A
AREA PLAN

ARTICLE I. DEFINITIONS (Continued)

4. **Local Ombudsman Program** means either a program of the Area Agency on Aging or its subcontractor that is selected to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the planning or service area. The selection is in accordance with policies and procedures established by the State Ombudsman and meets the State Ombudsman's criteria for designation and concurrence. [OAA 711(3), 712(a)(5)(D); WIC 9701(a)].
5. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meets the State Ombudsman's criteria for designation and concurrence. [OAA (a)(5)(A), 712(h)(5); 9701(e), 9719].
6. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to acceptance by the State Ombudsman for certification, the individual is required to complete a minimum of 36 hours of training in accordance with policies and procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5); WIC 9719].
7. **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAA Section 712(a)(5)(B)(vii)].
8. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA Sections 102(35), 321(a)(10), WIC 9701(b)]. The Local Ombudsman Program may serve residents under 60 years of age if:

**Scope of Work – Exhibit A
AREA PLAN**

ARTICLE I. DEFINITIONS (Continued)

- a. A majority of the residents of the facility where the younger person resides are over age 60, and
- b. Such service does not weaken or decrease service to older individuals covered by the Older Americans Act [Policy of the Office of Elder Rights Projection, Administration on Aging; July 15, 1996].

ARTICLE II. SCOPE OF WORK

A. The Contractor shall perform the following for Title III and Title VII Programs:

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA, Section 306) in accordance with State and federal laws and regulations. Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Department.
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under the OAA, Section 306 (a)(2); and CCR, Section 7312.
4. Meet the requirements under the OAA, Section 301(a)(1) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
5. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, Section 301(a)(2)(B).
6. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
7. Secure the opportunity for the eligible service population to receive managed in-home and community-based long-term care services as required under OAA, Section 301(a)(2)(D).

Scope of Work – Exhibit A
AREA PLAN

ARTICLE II. SCOPE OF WORK (Continued)

8. Maintain or improve community-based services to meet the physical and mental health of older persons, as required under the OAA, Section 361(a) through funding that includes Title III D Disease Prevention and Health Promotion.
9. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
10. If federal and/or State funds for meal programs increase, the number of Title III C-1 and C-2 meals served shall be maintained or increased. This contract shall promote and maintain high standards of food safety and sanitation as required by the California Uniform Retail Food Facilities Law (CURFFL).
11. Contractor shall enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets.
13. Annually monitor, evaluate, and document subcontractor performance.
14. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.
15. Distribute and maintain up-to-date Department requirements so that all responsible persons have ready access to standards, policies, and procedures.
16. Provide program information and assistance to the public.
17. Maintain a four-year Area Plan, with annual updates, as specified in Title 22 CCR, Sections 7300 through 7320. The annual update and year-end report shall be effective during the same term as this Agreement.
18. Maintain a program data collection and reporting system as specified in Exhibit E.

**Scope of Work – Exhibit A
AREA PLAN**

ARTICLE II. SCOPE OF WORK (Continued)

19. Limit expenditures for Title III E Supplemental Services to twenty (20) percent of the total Federal and Matching Non-Federal share FCSP allocation, as directed per guidance from Administration on Aging.
 20. Obtain prior approval of the Department for any units of service to be funded under the Title III E Supplemental Services "Other" Category, in accordance with Department policy.
 21. Expend not more than ten (10) percent of the total federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers in accordance with Section 373 (g)(2)(C) of Title III, Part E.
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA 712(a)(5)(i); 9701(a)].
 2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives, and timely responses to complaints and requests for assistance. [OAA 712(a)(5)(B)(ii)].
 3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated, the complainant shall be notified in writing the decision not to investigate and the reasons for the decision. [OAA 712(a)(5)(B)(iii); WIC 9701(a) 9720].
 4. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289, PC 4675, PC 4700 et seq.].
 5. Collect and submit data in accordance with the Statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this contract. [OAA 712(c)].
 6. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA 712(a)(5)(B)(iv)].

Scope of Work – Exhibit A
AREA PLAN

ARTICLE II. SCOPE OF WORK (Continued)

7. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA 712(a)(5)(B)(v)].
 8. Support the development of resident and family councils. [OAA 712(a)(5)(B)(vi)].
 9. Carry out other activities that the State Ombudsman determines to be appropriate, including periodic updating of a plan for maintaining an ongoing presence in long-term care facilities, and participation in special initiatives to recruit volunteers to serve as State Certified Ombudsman Representatives. [OAA 712(a)(5)(B)(vii)].
 10. Have the option to provide additional services, if they do not weaken or decrease required Ombudsman responsibilities and duties, including the following services:
 - a. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [WIC 9726.1(a)].
 - b. Promote visitation programs and other community involvement in long-term care facilities within the service area. [WIC 9726.1(b&d)].
 - c. Establish (in addition to support) resident, family and friends' councils. [WIC 9726.1(c)].
 - d. Present community education and training programs to long-term care facility staff, human service workers, and the general public about long-term care and residents' rights. [WIC 9726.1(e)].
 - e. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not eligible to receive the services of the State Long-Term Care Ombudsman Program. [WIC 9720].
- C. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Use Federal Citation Penalties Account and Medi-Cal Reimbursement funds to provide an increase in the number of certified volunteer Ombudsmen that provide services to residents living in Skilled Nursing Facilities (SNF) and Distinct Part SNFs in acute care hospitals. These

**Scope of Work – Exhibit A
AREA PLAN**

ARTICLE II. SCOPE OF WORK (Continued)

programs provide staff and resources to recruit, hire, train, and manage additional volunteer certified Ombudsmen. Allowable expenditures include: increased staffing, office space, equipment and furniture for new staff, increased utilities usage, additional funding for volunteer mileage, training, volunteer recognition activities, and materials and space to conduct community awareness activities.

2. Ensure that before the funds referred to in paragraph 1 are requested from the Department, the Long-Term Care Ombudsman Program(s) shall submit an annual plan to the Department that includes:
 - a. Estimated number of volunteers to be certified during the State fiscal year who will perform Ombudsman activities primarily in SNFs and Distinct Part SNFs in acute care hospitals.
 - b. Number of staff to be hired or number and percentage of additional Full-time Equivalents (FTEs) dedicated to volunteer recruitment activities during the State fiscal year.
 - c. Anticipated time period during which staff will be hired.
 - d. Number and type of community awareness activities for the purpose of recruiting volunteers (e.g., speaking engagements, attending senior fairs, health fairs, etc.) during the State fiscal year.
 3. Contractor shall review and approve claims for Medicaid reimbursement and federal Citation Penalties Account funds.
 4. Contractor shall submit monthly fiscal documents to CDA, as determined by the Department, for Medicaid reimbursement and federal Citation Penalties Account funds.
- D. The Contractor shall perform the following for the State Funded Consolidated Block Grant:

If the contractor chooses to use state funded consolidated block grant funds for any of the following purposes, the contractor shall agree to the following provisions:

1. **Case Management (Linkages)**
 - a. Operate, as a direct or contracted service, a state funded **Case Management (Linkages)** program that meets the program standards set forth in the Linkages Program Manual, revised

**Scope of Work – Exhibit A
AREA PLAN**

ARTICLE II. SCOPE OF WORK (Continued)

June 2000, and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this agreement.

b. **Additional Provisions**

- i. **Eligible Service Population** means: the frail elderly and functionally impaired adult age 18 and older without regard to financial eligibility, live in a geographic area of a state funded case management (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.
- ii. Have the option to participate in Targeted Case Management (TCM) administered by the Department of Health Services (DHS). Contractor must comply with Title 42 USC, Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions (W&I) Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 142000), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; State-issued policy directives; and with the federal Office of Management and Budget (OMB) Circular A-87, as periodically amended for the operation of TCM.
- iii. Have the ability to seek parking penalties, fines, or forfeiture funds collected at the county level pursuant to provisions contained in Section 1465.5 of the Penal Code and Section 42001.13 of the Vehicle Code for violation of Section 22507.9 of the Vehicle Code.
- iv. Utilize the \$2,000 to \$2,200 per client cost range [PM 02-26 (P)] when determining active monthly client caseload.
- v. Maintain a program data collection and reporting system as specified in Exhibit E.

2. **Visiting Program (Senior Companion)**

- a. Operate, as a direct or contracted service, a **Visiting Program (Senior Companion) (SC)** with an approved Corporation for National and Community Service (CNCS) provider to implement the statutory provisions of the Domestic and Volunteer Service Act of 1973, as Amended (Title 42 U.S. code, Chapter 26), 45 Code of Federal Regulations (CFR) Parts 1207 and 2551, and in

**Scope of Work – Exhibit A
AREA PLAN**

ARTICLE II. SCOPE OF WORK (Continued)

accordance with the 2000 SC Program Operations Handbook as issued by the CNCS (www.seniorcorps.org).

b. Additional Provisions

- i. **Eligible Service Population** means: low-income volunteers aged 60 years and older, with an income that falls below the federal eligibility guidelines.
- ii. Provide a tax-exempt stipend and other benefits that enable eligible volunteers to participate without incurring personal costs to themselves.
- iii. Use a base funding for a Volunteer Service Year (VSY) calculated at a cost per VSY of \$4,370.
- iv. Maintain a program data collection and reporting system as specified in Exhibit E.

3. Surplus and Donated Food (Brown Bag) Program

- a. Operate, as a direct or contracted service, a state funded **Surplus and Donated Food Distribution (Brown Bag) Program** that meets the program standards set forth in the Brown Bag Manual, revised June, 1999, and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this agreement.

b. Additional Provisions

- i. **Eligible Service Population** means: individuals 60 years of age or older with an income no higher than that of the annual basic benefit level provided under the State Supplementary Payment (SSP) Program for a blind recipient [California Welfare and Institutions Code, Division 8.5, Chapter 7.5, Section 9543(b)]. If it is determined that a surplus of foodstuffs exists, the program may also provide these services to persons 60 years of age or older with an income that does not exceed 125 percent of the maximum SSP income level. [Section 9543(c)].
- ii. Maintain a program data collection and reporting system as specified in Exhibit E.

Scope of Work – Exhibit A
AREA PLAN

ARTICLE II. SCOPE OF WORK (Continued)

4. **Respite Purchase of Service (RPOS)**

- a. Operate, as a direct or contracted service, a state funded **Respite Purchase of Service (RPOS)** program that meets the program standards set forth in the Linkages Program Manual, revised June 2000, and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this Agreement.
- b. Additional Provisions
 - i. **Eligible Service Population** means: caregivers of frail elderly adults or adults with functional impairments.
 - ii. Maintain a program data collection and reporting system as specified in Exhibit E.

5. **Specialized Day Care Service (ADCRC)**

- a. Operate, as a direct or contracted service, a state funded **Specialized Day Care Service (ADCRC)** for the purpose of developing an enhanced program infrastructure that enables a day care provider to provide services successfully to persons with moderate to severe Alzheimer's disease or related dementia as well as support to their families and caregivers as set forth in the Alzheimer's Day Care Resource Center Policy and Procedure Manual, revised July 2000, and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this Agreement.
- b. Additional Provisions
 - i. **Eligible Service Population** means: an individual age 18 and older 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.
 - ii. Have the ability to use additional funding sources, including but not limited to, participant fees or share-of-cost.
 - iii. Conduct pre-award and physical plant, safety inspections, and relocation visits.
 - iv. Have a mechanism in place to ensure that the subcontractor reports changes in licensing status to the AAA within 30 days.
 - v. Maintain a program data collection and reporting system as specified in Exhibit E.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. 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.)
4. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

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

C. Unexpended Funds

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE I. FUNDS (Continued)

D. Availability of Funds

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

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract. 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 an executed contract.

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 purposes 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 and (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.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE I. FUNDS (Continued)

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.
2. For Title III and VII programs:
 - a. Nonprofits 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.

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the contractor.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN

ARTICLE I. FUNDS (Continued)

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.

G. Matching Contributions

1. Matching means the value of third-party in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the contractor, subcontractor, or other local resources.
2. Third party in-kind contributions are property or services provided which benefit a contract-supported project or program and which are contributed by non-federal third parties without charge to the contractor or subcontractor.
3. Third party in-kind contributions count towards satisfying a matching requirement only where the payments would be otherwise allowable costs if the party receiving the contributions were to pay for the costs.
4. Third party in-kind contributions must be necessary for the proper and efficient accomplishment of Area Plan administration and program activities.
5. Costs incurred by the contractor or subcontractor must be verifiable from the records of the contractor and subcontractor.
6. Costs must be allowable as outlined in Office of Management and Budget (OMB) circulars and may be cash or in-kind contributions.
7. Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
8. Non-Matching Contributions are local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., Title V, Title XX, overmatch, etc.).

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122).
- B. The Contractor shall comply with those provisions and restrictions regarding revisions to the approved Area Plan Budget. (CDA 122).
- C. The final date to submit budget revisions is April 30 of the contract period unless otherwise specified by the Department.
- D. Matching Requirements
 - 1. The required administration matching contributions for Title III B, III C, & III E is 25 percent.
 - 2. The required program matching contributions for Title III B, III C, & III D is 10 percent.
 - 3. The required program matching contributions for Title III E is 25 percent.
 - 4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
 - 5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
 - 6. Matching contributions generated in excess of the minimum required are considered overmatch.
 - 7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
 - 8. Of the total minimum match required for Title III B, III C, III D, & III E, at least 25 percent must be from State or local public agencies (city and county governments, school districts, special districts, and water districts).
- E. Program Development (PD) and/or Coordination (C)
 - 1. The contractor shall not fund Program Development and/or Coordination activities as a cost of III B Supportive Services until it has first spent the total of its Title III B, III C, & III E funds allocated for area plan administration costs.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. The contractor shall budget its total Title III B, III C, & III E funds allocated for area plan administration before budgeting III B for Program Development and/or Coordination.
3. The contractor must maintain written records and documentation in the form of staff time records to identify the allocation of Program Development and/or Coordination activities.
4. The staff time record is the basis for determining the amount of Program Development and/or Coordination expenditures.
5. A written description must accompany each Program Development and/or Coordination activity in the staff time records, must be of sufficient detail to define the event or type of activity, and be traceable back to the PD and/or C objectives as approved in the Area Plan.
6. The written record/documentation supporting expenditures of Program Development and/or Coordination activities must be kept on file by the contractor until any audit is resolved.

ARTICLE III. PAYMENT

A. Title III B, III C, III D, VII Ombudsman, VII Elder Abuse Prevention, & Other State Funded Grant Programs

The Contractor shall prepare and submit by the 30th of each month to the AAA-Based Team, in electronic format, a Detailed Expenditure Data File (SPR 107) and a Request for Funds Data file (SPR 108), unless otherwise specified by the Department.

B. Title III E

The Contractor shall prepare and submit by the 10th of each month to the AAA-Based Team, in electronic format, a Title III E Monthly Financial Status Report/Request for Funds (CDA 268), unless otherwise specified by the Department.

C. Nutrition Services Incentive Program (NSIP)

Upon execution of this agreement, the Department will make quarterly advances of NSIP funding to the Contractor, during the first month of each quarter.

D. The Department shall review requests for payment to ensure compliance with the approved Area Plan Budget (CDA 122).

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AREA PLAN**

ARTICLE III. PAYMENT (Continued)

E. During the contract period, the Department shall advance funds based on an analysis of current cash needs. The Department shall pay the Contractor a total not to exceed the amount shown on the Budget Display, which is hereby incorporated by reference.

F. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR 92.20:

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

G. The Department may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the Department determines that the financial management standards are met.

ARTICLE IV. CLOSEOUT

A. The Financial Closeout Report (CDA 180) 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, unless otherwise specified by the Department.

B. Federal funds will be reduced proportionately to maintain the required matching ratios if a contractor fails to report sufficient match in the CDA 180.

C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving costs for Program Development and/or Coordination activities.

Area Plan Budget Display
2004/05 Original
COUNTY OF SAN MATEO

Page 1 - Federal Funds		BASELINE	CUMULATIVE TRANSFERS	OTO	TOTAL	NET CHANGE
Title IIIB:	Administration	86,505	-	-	86,505	-
	LTC-Ombudsman-Program	25,782	-	-	25,782	-
	Other Supportive Services - Progr.	579,853	-	-	579,853	-
	Total Title IIIB	692,140	-	-	692,140	-
Title III C-1:	Administration	84,293	-	-	84,293	-
	Congregate Nutrition - Program	634,565	-	-	634,565	-
	Total Title III C-1	718,858	-	-	718,858	-
Title III C-2:	Administration	44,583	-	-	44,583	-
	Home Delivered Nutrition - Program	336,698	-	-	336,698	-
	Total Title III C-2	381,281	-	-	381,281	-
Title IIID	Preventive Health - Program	31,609	-	-	31,609	-
	Medication Management - Program	11,444	-	-	11,444	-
	Total Title IIID	43,053	-	-	43,053	-
Title IIIE	Administration	36,386	-	-	36,386	-
	Family Caregiver - Program	294,839	-	-	294,839	-
	Total Title IIIE	331,225	-	-	331,225	-
	Total Title III	2,166,557	-	-	2,166,557	-
Title VII-(a)	Ombudsman - Program	40,248	-	-	40,248	-
Title VII-(b)	Elder Abuse Prevention - Program	10,957	-	-	10,957	-
	Total Title VII	51,205	-	-	51,205	-
	Total Title III/VII	2,217,762	-	-	2,217,762	-
NSIP:	Congregate Meals - C-1	88,778	-	-	88,778	-
	Home-Delivered Meals- C-2	86,774	-	-	86,774	-
	Total NSIP	175,552	-	-	175,552	-
	Total Federal Funds	2,393,314	-	-	2,393,314	-
Comments:	The maximum amount of Title III/VII Baseline expenditures allowable for the first quarter				554,441	
	The maximum amount of Title IIIE expenditures allowable for supplemental services is:				88,327	
	The maximum amount of Title IIIE expenditures allowable for Grandparents is:				44,163	

State of California
 California Department of Aging
 CDA #1 (Rev. 3/04)

Award #:: AP-0405-08
 Date: 1-Jul-04
 Amendment #: 0
 Date: 1-Jul-04

Area Plan Budget Display
 2004/05 Original
 COUNTY OF SAN MATEO

Page 2 - State Funds	BASELINE	CUMULATIVE TRANSFERS	OTO	TOTAL	NET CHANGE
General Fund					
IIIB Ombudsman - MoE	98,889	-	-	98,889	-
VIIa Ombudsman - MoE	5,545	-	-	5,545	-
VIIb Elder Abuse Prevention - MoE	489	-	-	489	-
Block Grant Administration	38,415	-	-	38,415	-
Block Grant Program	532,186	-	-	532,186	-
General Fund Reduction	(35,613)	-	-	(35,613)	-
Total Title III/VII General Fund	639,911	-	-	639,911	-
Special Deposit Fund					
Federal Citations Penalty Account	27,468	-	-	27,468	-
Total State Funds	667,379	-	-	667,379	-
BUDGET DISPLAY SUMMARY					
Title III/VII Federal Funds	2,393,314	-	-	2,393,314	-
Title III/VII General Fund	639,911	-	-	639,911	-
Omb Fed Citations Penalty Acct	27,468	-	-	27,468	-
Grand Total, Federal & State Funds	3,060,693	-	-	3,060,693	-
Comments:	The minimum General Fund to be expended for State Match in Title III-B, III-C1, III-C2 and III-D is:			107,961	
	MoE - Maintenance of Effort				

Special Terms and Conditions - Exhibit D
Area Plan

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement, (Std. 213), all exhibits, the Budget Display, the Area Plan, Area Plan Budget (CDA 122), 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 (CDA) 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. "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" means 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.

**Special Terms and Conditions - Exhibit D
Area Plan**

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

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
3. Royalties received on patents and copyrights from contract-supported activities.
4. Proceeds from the sale of items fabricated under a contract agreement.

ARTICLE II. 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 all federal statutes relating to nondiscrimination. These include but are not limited to: (a) 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), (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient

**Special Terms and Conditions - Exhibit D
Area Plan**

ARTICLE II. ASSURANCES (Continued)

records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 43601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

2. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

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

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

Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, color, or disability. (22 CCR 98323)

4. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).
5. Contractor agrees to include this requirement in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for

**Special Terms and Conditions - Exhibit D
Area Plan**

ARTICLE II. ASSURANCES (Continued)

themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

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

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following acts and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).

Special Terms and Conditions - Exhibit D
Area Plan

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.
- I. Contracts in Excess of \$100,000

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

 1. Clean Air Act, as amended (42 USC 1857).
 2. Clean Water Act, as amended (33 USC 1368).
 3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).
 4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
- J. Debarment, Suspension, and Other Responsibility Matters
 1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

**Special Terms and Conditions - Exhibit D
Area Plan**

ARTICLE II. ASSURANCES (Continued)

- b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
 - 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.

K. Agreement Authorization

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

**Special Terms and Conditions - Exhibit D
Area Plan**

ARTICLE II. ASSURANCES (Continued)

L. Contractor's Staff

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

M. Corporate Status

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

N. Lobbying Certification

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**Special Terms and Conditions - Exhibit D
Area Plan**

ARTICLE II. ASSURANCES (Continued)

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) 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 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE III. AGREEMENT

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

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUBCONTRACTS

- 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 manners of a contractual nature.

Special Terms and Conditions - Exhibit D
Area Plan

ARTICLE V. SUBCONTRACTS (Continued)

- 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 XIX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontracts 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 of this exhibit.
- 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 subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor 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):

Special Terms and Conditions - Exhibit D
Area Plan

ARTICLE V. SUBCONTRACTS (Continued)

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.

- 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, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.
- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.

**Special Terms and Conditions - Exhibit D
Area Plan**

ARTICLE VI. RECORDS (Continued)

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

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

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

**Special Terms and Conditions - Exhibit D
Area Plan**

ARTICLE VII. PROPERTY (Continued)

- 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.

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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. 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, 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

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ARTICLE VII. PROPERTY (Continued)

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 to any books, documents, papers, records, and electronic files of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING, 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. AUDITS

- A. Contractor will arrange for an audit to be performed as required by the Single Audit Act Amendments of 1996, Public Law 98-502, OMB Circular A-133, and a copy submitted to the:

California Department of Aging
Attention: Audit Branch
1600 K Street
Sacramento, California 95814

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ARTICLE X. AUDITS (Continued)

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the fiscal year period.

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

B. This section B applies only to Title III/VII.

The following closely related programs identified by Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. The contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Agriculture

10.576 Seniors Farmers Market Program

US Department of Health and Human Services, Administration on Aging

93.041 Special Programs for the Aging-Title VII, Chapter 3-
Programs for Prevention of Elder Abuse, Neglect,
and Exploitation (Title VII-B)

93.042 Special Programs for the Aging-Title VII, Chapter 2-
Long Term Care Ombudsman services for Older
Individuals (Title VII-A)

93.043 Special Programs for the Aging-Title III, Part D-
Disease Prevention and Health Promotion Services
(Title III-D)

93.044 Special Programs for the Aging-Title III, Part B –
Grants for Supportive Services and Senior Centers
(Title III-B)

93.045 Special Programs for the Aging-Title III, Part C –
Nutrition Services (Title III-C)

93.052 National Family Caregiver Support-Title III, Part E

93.053 Nutrition Services Incentive Program (NSIP)

Cluster of programs means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D); student financial aid (SFA), and other

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ARTICLE X. AUDITS (Continued)

clusters. "Other Clusters" are as defined by the Office of Management and Budget (OMB) in the compliance supplement or as designated by a State for federal awards the State provides to its subrecipients that meet the definition of a cluster of programs. When designating an "other cluster," a State shall identify the federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with .400 (d) (1) and .400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in .520, and, with the exception of R&D as described in .200(c), whether a program-specific audit may be elected. (Federal Office of Management and Budget, (OMB) Circular, A-133, Audits of States, Local Governments, and Non-Profit Organizations)

- C. The Contractor shall ensure that all subcontractors expending \$500,000 or more in total federal funds have met the audit requirements of the OMB Circular A-133.
1. Ensure that appropriate corrective action has been taken to correct instances of noncompliance with federal laws and regulations. Corrective action shall 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 \$500,000 in total federal funds are exempt from federal audit requirements but records must be available for review.
- D. Ensuring that the requirements of the OMB Circular A-133 are met is generally interpreted to mean that the Contractor will ensure that the subcontractor's audit was:
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.

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ARTICLE X. AUDITS (Continued)

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 – shall 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 or subcontractor shall consider the programs identified in Section “B” as a cluster for purposes of determining major programs or whether a program specific audit may be elected.
- E. These requirements shall be included in subcontractor Agreements. Further, subcontractor shall be required to include in its contracts with the auditors selected by subcontractors, that the auditors will comply with all applicable audit requirements.
- F. The Contractor shall have the responsibility of resolving audits of its subcontractors. The Contractor shall prepare a summary worksheet of results from the audit resolutions performed for all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Contractor performed an independent expense verification review of the subcontractor in making the determination; whether audit findings were issued, and if applicable date of management letter.
- G. If the subcontractor is not required to obtain an audit in accordance with Section C of this Article, 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/expense verification reviews).

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ARTICLE X. AUDITS (Continued)

The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Contractor performed an independent expense verification review of the subcontractor in making the determination; whether audit findings were issued, and if applicable date of management letter.

- H. The Department shall have access to all audit reports of Contractors and subcontractors and has the option to perform audits and/or additional work, as needed.
- I. 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.
- J. Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has federal awards expended of less than \$500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection.200(d) 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.
- K. The Contractor assures the State that all subcontractors are audited as required by State requirements and federal law.
- L. 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.
- M. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- N. The Contractor shall cooperate with and participate in any further audits which may be required by the State.
- O. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for CDA review.

**Special Terms and Conditions - Exhibit D
Area Plan**

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-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

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

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,

**Special Terms and Conditions - Exhibit D
Area Plan**

ARTICLE XI. INSURANCE (Continued)

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 Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).
- H. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

**Special Terms and Conditions - Exhibit D
Area Plan**

ARTICLE XII. TERMINATION

A. Termination for Convenience

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.

B. Termination for Default

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:

1. A violation of the law or failure to comply with any condition of this Agreement.
2. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
3. Failure to comply with reporting requirements.
4. 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.
5. Delinquency in payment of taxes or payment of costs for 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 or the 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.
6. The commission of an act of bankruptcy.

**Special Terms and Conditions - Exhibit D
Area Plan**

ARTICLE XII. TERMINATION (Continued)

9. Finding of debarment or suspension, Article II K.
 10. The Contractor's organizational structure has materially changed.
- 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 reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the State and of the procedure for doing so.
- D. 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.
- E. 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, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

**Special Terms and Conditions - Exhibit D
Area Plan**

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. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department.
- C. All other notices with the exception of those identified in Article VII. B. shall be addressed to the California Department of Aging, AAA Based Teams, 1600 K Street, Sacramento, California 95814. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XVIII. CONFIDENTIALITY

- A. 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.
- B. 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 shall remain in force even after termination.
- C. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

**Special Terms and Conditions - Exhibit D
Area Plan**

ARTICLE XVIII. CONFIDENTIALITY (Continued)

- 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.
- F. The Contractor agrees to comply with the privacy and security requirements of Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

- 1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
- 2. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.
- 3. If the material is copyrighted with the consent of the Department, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
- 4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

Special Terms and Conditions - Exhibit D
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ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 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 the provisions of Article XVIII and Article XIX of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the California Department of Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

Additional Provisions – Exhibit E
AREA PLAN

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III, TITLE VII, AND STATE FUNDED CONSOLIDATED BLOCK GRANT

- A. General Assurances. The Contractor shall assure that the following conditions are met:
1. Services are provided only to the defined Eligible Service Population.
 2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR Part 74, "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR Part 92.36, procurement for State and local governments, as applicable.
 3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 92.36, "Procurement Standards."
 4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
 - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
 5. Any agency awarded Title III funds for senior center acquisition or construction has a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.

Additional Provisions – Exhibit E
AREA PLAN

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III, TITLE VII, AND STATE FUNDED CONSOLIDATED BLOCK GRANT (Continued)

6. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
 7. Any facility to be used as a senior center and acquired with funds made available by this Agreement, shall be used for that purpose for at least ten (10) years from the date of acquisition.
 8. Department funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
 9. The Contractor assures in providing services to a family caregiver, or a grandparent or older individual who is a relative caregiver, that priority shall be given for services to older individuals with greatest social and economic need; older individuals providing care and support to persons with mental retardation and related developmental disabilities (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001), consistent with the requirements of Section 305(a)(2)(E) of the OAA, which assure that preference also will be given to low-income minority individuals and older individuals residing in rural areas. [OAA Section 373 (c)(2)]
- B. Assurances Specific to the Ombudsman Program:

The Contractor shall assure the following:

1. Representatives of the Local Ombudsman Program and members of their immediate family shall be free of conflicts of interest and not stand to gain financially through the following:
 - a. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility. [OAA 712(f).
 - b. An action or potential action brought on behalf of individuals the Program serves. [OAA 712(a)(5)((C)(ii)].
2. Representatives of the Local Ombudsman Program shall have access to long-term care facility residents and their medical and social records, with documentation of consent in accordance to section (3)(a), between the hours of 7:00 a.m. and 10:00 p.m. seven days a week [OAA 712(b)(1); WIC 9722 and 9724; CCR 8020(a)]. Authorization is required by the State

**Additional Provisions – Exhibit E
AREA PLAN**

**ARTICLE I. ASSURANCES SPECIFIC TO TITLE III, TITLE VII, AND STATE FUNDED
CONSOLIDATED BLOCK GRANT (Continued)**

Ombudsman for entry outside of these hours and for access to resident records when a legal guardian refuses to give permission and there is reason to believe the guardian is not acting in the best interests of the resident [OAA 712(b)(1)(B)(ii); WIC 9724(c and d); CCR 8020(b)].

3. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification [OAA 712(h)(5)(B)].
4. Complaint information collected and maintained by the Local Ombudsman Program, including the identity of the complainant or resident, shall only be disclosed [OAA 712(d); WIC 9725]:
 - a. At the discretion of the Local Ombudsman Program [OAA 712(d)(2)(A); and
 - b. With documentation of one of the following:
 - i. Written consent of the complainant or resident, or his or her legal representative as appointed by the court [OAA 712(d)(2)(B)(i)];
 - ii. Oral consent of the complainant or resident, documented by the State Certified Ombudsman Representative at the same time it is granted by the consenter [OAA 712(d)(2)(B)(ii)]; or
 - iii. Disclosure is ordered by the court [OAA 712(d)(2)(B)(iii)].
5. The Local Ombudsman Program shall enter into a memorandum of understanding with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or in a suit or other legal action threatened or brought against the performance of the official duties of the Ombudsman Representative [OAA 712(h)(7); WIC 9717(c); Statewide Standards for Legal Assistance in California].
6. Each Local Ombudsman Program shall maintain a separate budget [OAA 705(a)(4)]. The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, develop or participate in budget preparation and be informed of budget expenditures by the Contractor specific to the Ombudsman program. [WIC 9701 (e)].

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**ARTICLE I. ASSURANCES SPECIFIC TO TITLE III, TITLE VII AND STATE FUNDED
CONSOLIDATED BLOCK GRANT (Continued)**

7. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA 705 (a)(6)(C), WIC 9725, WIC 25633(b)(2)(B)].
 8. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the Department. [OAA 712(C); WIC 9716].
- C. Assurances Specific to Legal Assistance Providers.- The Contractor shall assure that the following conditions are met:
1. The contract between the Contractor or its subcontractor, a Long-Term Care Ombudsman Program, and a Legal Services Assistance Provider shall contain a provision for support of the Ombudsman Program staff and volunteers by the Legal Services Assistance Provider. The Contractor further assures that the subcontract shall require the Legal Services Assistance Provider enter into a Memorandum of Understanding with the Ombudsman Program wherein the Legal Assistance Provider shall provide advice to Ombudsman Program staff and volunteers.
 2. Waiver of this part can be obtained from the Department pursuant to Exhibit D, Article XV., of this Agreement entitled, "Revisions, Waivers, or Modifications."

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports in accordance with Department requirements to the Data Team, California Department of Aging, 1600 K Street, Sacramento, CA, 95814.
- B. The Contractor shall assure that all data submitted is timely, complete, accurate, and verifiable using the Contractor approved reporting procedures.
- C. The Contractor shall have written reporting procedures specific to each program which include:
 1. Collection and reporting of program data for the Contractor and subcontractor;
 2. Ensuring accuracy of data from the Contractor and subcontractor intake/assessment process through reporting to the Data Team;

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ARTICLE II. REPORTING PROVISIONS (Continued)

3. Verification of Contractor and subcontractor data prior to submission to the Data Team;
 4. Correction procedures for Contractor and subcontractor; and
 5. A method for collecting and reporting estimated unduplicated client counts (if applicable) and demographics for each non-registered service, total non-registered services, and total for all services (registered and non-registered).
- D. Contractor shall train and orient staff and subcontractor's staff regarding program data collection and reporting requirements.
- E. Reporting provisions specific to Title III B, III C, III D:
1. The Contractor must submit program data reports electronically to the Data Team, according to the frequency listed:
 - a. Service Units (SPR 101), quarterly,
 - b. Detailed and Summary Client Profile (SPR 102A and 102B), annually,
 - c. Provider Profile (SPR 103), annually,
 - d. Staffing Profile (SPR 104); annually,
 - e. Unduplicated Client Count (SPR 105), annually, and
 - f. Focal Point (SPR 106), annually.
 2. Quarterly reports are due October 31, January 31, April 30, and July 31. Annual reports are due August 30. For late reports, the Contractor shall submit a written explanation to the Data Team by the 15th of the following month. This written explanation shall include the reasons for the delay and the date the report will be submitted.
 3. The Contractor shall combine NSIP meal counts with the monthly expenditures reported on the SPR 107 and submit to the AAA Based Team by the 30th of each month.
- F. Reporting Requirements specific to Title III E:
1. The Contractor must submit program data reports to the Data Team, according to the frequency listed:
 - a. FCSP Quarterly Service Report (CDA 272) quarterly
 - b. FCSP Annual Profile Report (CDA 273) annually

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ARTICLE II. REPORTING PROVISIONS (Continued)

2. Quarterly reports are due October 30, January 30, April 30, and July 30. Annual reports are due August 30. For late reports the Contractor shall submit a written explanation and corrective action plan to the Data Team by the 15th of the following month. This explanation shall include the reasons for the delay and the date the report will be submitted.

G. Reporting requirements specific to State Funded Consolidated Block Grant Funds:

1. Case Management (Linkages)—The Contractor must submit program data reports electronically to the Data Team, according to the frequency listed:
 - a. Service Units Data File (LNK) 101 quarterly.
 - b. Summary Client Profile Data File (LNK) 102A annually.

Quarterly reports are due October 31, January 31, April 30, and July 31. Annual reports are due August 30. For late reports the Contractor shall submit a written explanation to the Data Team by the 15th of the following month. This written explanation shall include the reasons for the delay and the date the report will be submitted.

2. Visiting Program (Senior Companion)—The Contractor must submit program data reports electronically to the Data Team, according to the frequency listed:
 - 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.

3. Surplus & Donated Food (Brown Bag) Program—The Contractor must submit program data reports to the Data Team, according to the frequency listed:

Brown Bag Activity Report (CDA 5), batched monthly, submitted quarterly.

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ARTICLE II. REPORTING PROVISIONS (Continued)

Quarterly reports are due October 31, January 31, April 30, and July 31. For late reports, the Contractor shall submit a written explanation and corrective action plan to the Data Team by the 15th of the following month. This corrective action plan shall include the date the report will be submitted.

4. Respite Purchase of Service (RPOS)—The Contractor must submit program data reports to the Data Team, according to the frequency listed:

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

Quarterly reports are due October 31, January 31, April 30, and July 31. Annual reports are due August 30. For late reports, the Contractor shall submit a written explanation to the Data Team by the 15th of the following month. This written explanation shall include the reasons for the delay and the date the report will be submitted.

5. Specialized Day Care Service (ADCRC)—The Contractor must submit program data reports electronically to the Data Team, 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 October 31, January 31, April 30, and July 31. Annual reports are due August 30. For late reports the Contractor shall submit a written explanation to the Data Team by the 15th of the following month. This written explanation shall include the reasons for the delay and the date the report will be submitted.

H. Reporting Provisions Specific to the Ombudsman Program:

The Contractor shall take the following actions, or shall require its subcontractor, the Local Ombudsman Program, to:

1. Submit quarterly/annual National Ombudsman Reporting System (NORS)/AoA reports to the Office of the State Long-Term Care Ombudsman (OSLTCO) by the dates specified below:
 - Quarterly NORS reports are due to CDA October 31, January 31, April 30, and July 31.
 - Annual AoA reports shall be due to CDA by August 30th.

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ARTICLE II. REPORTING PROVISIONS (Continued)

2. NORS data must be timely, complete, accurate, and verifiable. For any reports 30 days or more in arrears of the due date, the Contractor shall immediately provide a written explanation to the OSLTCO. This written explanation shall include the reasons for the delay and the date the report will be submitted, the date being contingent on agreement of that date by the OSLTCO.

ARTICLE III. APPEAL PROCESS

- A. If the Contractor disputes the administration of this Agreement, either fiscal or nonfiscal, the Contractor shall use the appeal procedure established by the Department in Title 22 CCR, Sections 7700 through 7706. Unless the Department notifies the Contractor of a different stated time, the Contractor shall file an appeal within thirty (30) days of the disputed action.
- B. Costs of administration or court review are not reimbursable.

ARTICLE IV. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

A. Transition of Local Ombudsman Services

Contractor shall assure that a subsequent Local Ombudsman Program is available to carry out the federal and State mandates and responsibilities without any break in the provision of Ombudsman services. The Contractor shall notify the OSLTCO in writing in response to the following:

1. Within three working days of either a Contractor or subcontractor written notice of intent to terminate responsibility for Local Ombudsman services, and
2. Within one working day of any change in Local Ombudsman Program phone services as a result of a transition of responsibilities [OAA 712(a)(5)(i), 712(a)(5)(B)(ii); WIC 9726].

B. Transition Plan

1. Contractor shall submit a Transition Plan (TP) within 15 days from delivery of the following:
 - a. Written notice to the Contractor of the subcontractor's intent to terminate Ombudsman services;

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

- b. Written notice to the subcontractor of the Contractor's intent to terminate the subcontract for Ombudsman services; or
 - c. Written notice to the Contractor of the State Termination of the Contract, in whole or, from time to time, in part related to the provision of Ombudsman services.
 2. Contractor shall identify in the TP which option it has chosen to ensure that there will be no break in continued services, based on the following:
 - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a Local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.
 - b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to a Request for Proposals requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the State Ombudsman to carry out Ombudsman duties with respect to the planning or service area.
 3. The TP shall at a minimum include the following:
 - a. A plan for providing an adequate level of State Certified Ombudsman Representatives and for maintaining continuity of services during the transition to a subsequent Local Ombudsman Program.
 - b. A plan for notifying all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
 - c. A plan to ensure the delivery to the subsequent Local Ombudsman Program of a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
 - d. A plan for ensuring the destruction of confidential Local Ombudsman Program records that will not be transferred to the subsequent Local Ombudsman Program.

**Additional Provisions – Exhibit E
AREA PLAN**

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

- e. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients records at the point of transfer to ensure timely continuation of Ombudsman services.
 - f. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
- C. Contractor shall implement the transition plan as approved by the OSLTCO. The OSLTCO will monitor the Contractor's progress in carrying out all elements of the TP.
- D. If the Contractor fails to provide and implement the TP as required above, the Contractor agrees to implement a TP submitted by the OSLTCO to the Contractor. This TP may utilize State Certified Ombudsman Representatives from either the terminating subcontractor or from a neighboring Local Ombudsman Program.