



Agenda Packet

Kings/Tulare Area Agency on Aging

Governing Board Meeting

May 13, 2019

10 a.m.

Cutler-Orosi Senior Center

12691 Avenue 408

Cutler, CA 93615



5957 S. Mooney Blvd., Visalia, CA 93277-9394
(559) 624-8000, (800) 321-2462, FAX (559) 737-4694
Juliet Webb, Director

Governing Board Agenda

May 13, 2019

Cutler-Orosi Senior Center

12691 Avenue 408

10:00 a.m.

Cutler, CA 93615

Governing Board

Supervisor Amy Shuklian, Chair
Supervisor Richard Fagundes, Vice Chair
Supervisor Craig Petersen
Supervisor Pete Vander Poel
Supervisor Eddie Valero

Advisory Council

David Wood, Ph. D., Chair
Marlene Chambers, Vice Chair
Suzann Wray, Parliamentarian
Cecilia Bobst
Betsey Foote
Dan Fox
Grace Henn
Sharon Lamagno
Bobbie Wartson

- 1. Call to Order** **Action**
Note: This meeting is recorded for purposes of transcription.
 - 2. Introductions** **Information**
 - 3. Board Member Comments** **Information**
 - 4. Public Comment** **Information**
Any person may directly address the Board at this time on any item on the Agenda, or on any other items of interest to the public that is within the subject matter jurisdiction of the Board. Comments are to be confined to no more than 3 minutes. Seniors are welcome and encouraged to address the Board.
 - 5. Approval of Minutes of March 18, 2019** **Action**
Members of the Governing Board may make additions or corrections to the minutes of the previous meeting.
-

CLOSED SESSION

NOTICE TO THE PUBLIC CLOSED SESSIONS

As provided in the Ralph M. Brown Act, Government Code sections 54950 et seq., the Board of Supervisors may meet in closed session with members of its staff, county employees and its attorneys. These sessions are not open to the public and may not be attended by members of the public. The matters the Board will meet on in closed session are identified below or are those matters appropriately identified in open session as requiring immediate attention and arising after the posting of the agenda. Any public reports of action taken in the closed session will be made in accordance with Government Code sections 54957.1

-
- 6. Discussions of Actions to be taken Regarding Interim K/T AAA Directorship** **Action**
The Board may report out, if it so chooses, on closed session discussions
 - 7. Senior Day in the Park Report** **Information**
Albert Cendejas, CSET

8. 2018-2019 Grand Jury Final Report (*Tim Lutz*) **Information**
Findings and Recommendation

9. Approval of K/T AAA Area Plan Update (*Israel Guardado*) **Action**
FY 19/20 *Authorizes submittal of the 2019/20 Update to the K/T AAA 2016-2020 Area Plan to the California Department of Aging (CDA) and authorizes the Chair to sign the Transmittal Letter. (Res. No. 19-005)*

10. Approval of the CDA MIPPA Contract (*Israel Guardado*) **Information**
Amedment #1 *Amendment #1 to the Medicare Improvemnts for Patients and Providers Act (MIPPA)revenue contract MI-1819-15. Funding increased to \$71,732.*

11. Approval of the FY19/20 California Department of Aging (CDA) Grant Award Contracts (**Res. No. 19-006**) (*Matthew Kredit*) **Action**
Authorizes the Chair to sign the following revenue contracts:

- **(Older American (Area Plan) Grant**
Contract AP-1920-15 in the amount of \$2,251,251
- **Senior Community Service and Employment Training Program (Title V)**
Contract TV-1920-15 in the amount of \$91,625
- **Multipurpose Senior Services Program (MSSP)**
Contract number MS-1920-33 in the amount of \$698,455

12. Contract Authorities for FY19/20 (*Matthew Kredit*) **Information**
Below are the working budgets for the FY19/20 provider contracts. Contracts are to follow in July. Stated allocations reflect maximum amounts, subject to availability of federal, state, and local funding, and may be subject to change.

Kings County Commission on Aging (KCCOA)	\$ 602,826
City of Tulare	\$ 110,240
Community Services & Employment (CSET)	\$ 1,152,492
Community Services and Employment TV (CSET)	\$ 84,295
Valley Adult Day Services	\$ 84,606
Valley Caregiver Resource Center (VCRC)	\$ 84,606
Prevention & Early Intervention (VCRC)*	\$ 25,000

*Mental Health funding for Homebound Senior Social Network (HSSN)

13. Staff Reports **Information**

- *Contracts available on the K/T AAA website*
- *Elder Abuse Awareness (Prevention) Month*
- *Farmers Market Coupon – 2019 Season*
- *Veterans Opportunity Day*
- *Introduction of new K/T AAA Administrative Specialist, Sjahari Pullom*

14. Advisory Council Report **Information**

- *Update on Council matters*

15. Adjourn **Action**

NEXT

Governing Board Meeting

July 22, 2019

1:30 p.m.

Resource Management - Main Conference Room

Government Plaza Building, 1st Floor

5957 South Mooney Blvd.

Visalia, CA 93277

**The disclosable public records related to this agenda are available for public inspection at the reception area of the
Tulare County Human Services Government Plaza building, 5957 S. Mooney Blvd. Visalia, CA 93277**

Notice to the Public

**In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting,
please contact Christine Tidwell at (559) 624-8063.**



GOVERNING BOARD MINUTES

To be approved on:
May 18, 2019

Minutes of the March 18, 2019, meeting
at Tulare Co. Board of Supervisors Bldg.
2800 W. Burrel Ave., Visalia, CA 93212

GOVERNING BOARD MEMBERS PRESENT:

Craig Pedersen, Kings Co. – Dist. 4
Amy Shuklian, Tulare Co. – Dist. 3
Eddie Valero, Tulare Co. – Dist. 4
Pete Vander Poel, – Dist. 2

GOVERNING BOARD MEMBERS ABSENT:

Richard Fagundes, Kings Co. – Dist. 5

COUNCIL MEMBERS PRESENT:

Cecilia Bobst
Marlene Chambers
Betsey Foote
Dan Fox
Sharon Lamagno
Ms. Bobbie Wartson
Dr. David Wood, Council Chair
Suzann Wray

STAFF PRESENT:

Juliet Webb, K/T AAA Director
Jamie Sharma, Tulare Co. Aging Services Mgr.
Matthew Kredit, Administrative Specialist
Israel Guardado, Staff Services Analyst
Kali Carson, Aging Services
Christine Tidwell, Administrative Aide

GUESTS PRESENT:

Albert Cendejas, CSET
Mark Kramer, K/T AAA

-
1. **Call to Order** – Supervisor Shuklian, Chair, called the meeting to order at 10:03 a.m.
 2. **Introductions** – Attendance and introductions, as above.
 3. **Board Member Comments** – None.
 4. **Public Comment**
 - Albert Cendejas, CSET Senior Program Coordinator gave an update on the Volunteer Income Tax Assistance (VITA) program. He noted that volunteers had gone to the Visalia Senior Center, as Supervisor Shuklian had suggested at the January Board meeting. Assistance is currently available Tuesday through Saturday at the CSET main office; and, in Porterville, assistance is available Thursday through Saturday, 9 a.m. to 3 p.m. This year, the VITA program has 180 volunteers and has helped 358 seniors with their tax returns. CSET also did tax assistance outreach in Kings County in Avenal, Kettleman City, and Stratford. There are approximately 30 volunteers committed to helping in Visalia; 15 to 20 in Porterville; 7 to 10 in Tulare; 5 to 7 in Cutler-Orosi, with other volunteers rotating. He said the turnout has been really great. There is also a Pixley “mobile” site that serves the areas of Pixley, Traver, Dinuba, Earlimart and every one of the senior centers. Ten to twelve volunteers man that effort.
 - Mr. Cendejas announced May 3rd as the 2019 date for *Senior Day in the Park*. He told the

Supervisors that he still needs assistance with transportation for the seniors, so requested ideas on that front. Cutler-Orosi and Earlimart areas are covered. The biggest challenge is the Visalia area.

- Council member, Dan Fox said he would like to champion the Visalia Senior Games (for those ages 50 and above). He said the games are focused on “senior” seniors (noting that boomers are becoming seniors but don’t like to acknowledge that they are seniors.) The games are similar to Olympic-style events with 14 different sports. This is the 4th year that Visalia has hosted the games, with events spanning two weekends, beginning with a social event on March 23rd from 4 to 9 p.m. at the Anthony Community Center. The event is free and includes sports such as: swimming, bowling, pickle ball, disc golf, softball, archery, etc. Mr. Fox will be running the table tennis. Up to 700 participants attend the games. The second weekend (March 30) will be at Plaza Park and will also be open to the public.
 - Ms. Bobbie Wartson gave an update on the Triple-A Council of California (TACC) meeting she attended as representative of the K/T AAA. At the TACC meeting, Derrell Kelch, Executive Director of the CA Assoc. of Area Agencies on Aging (C4A) gave a presentation on the redesign of the Older Americans Act to focus more on the needs of consumers and to make its mandate clearer. SB228 requires the Governor to appoint a person to advise and coordinate policy and to solicit input that impacts California’s aging population.
 - On a separate note, Ms. Wartson reported that the Kings County Commission on Aging (KCCOA) received a Food Safety Silver Star from the Health Department. She also announced a KCCOA fundraiser at Applebee’s restaurant on March 31, 2019. Lastly, she reported the produce distribution that KCCOA helps with, served 929 people, of which 241 were seniors. Additionally, Meals-on-Wheels of California held its first conference in Sacramento the week of March 11th.
5. **Approval of Minutes of January 28, 2019** – A motion to approve the minutes of the January 28, 2019, meeting was made by Supervisor Valero and seconded by Supervisor Pedersen. On a motion and a second, the minutes were approved. Supervisor Fagundes was absent.
6. **Approval of K/T AAA Fiscal Year 2019/20 Budget** – Matthew Kredit, Tulare County HHSA Budget Officer, said that each year a summary budget is brought to the K/T AAA Board. The reason it is presented early is that there is a county contribution requested from each county. He noted that this is the same amount of money that has been requested of the two counties for the past 10 years. The amount is split based on senior population, which is holding relatively steady at 78% Tulare Co. and 22% Kings Co. A letter is sent each year to the county CAOs requesting help with this funding. He said the HICAP and MSSP program budgets are known amounts, not estimates. For estimates, he uses the Area Plan funding from the previous year, sans One-Time-Only funding. K/T AAA also has a *Letter to File* with CalFresh to do outreach (\$320,000) and a *Letter to File* with Mental Health (MH), also for outreach efforts to seniors, especially the Home-Delivered-Meal Program clients, to ensure they are getting the services they require. He noted that the Title V program funding continues to drop, but the funding in the budget is based on what K/T AAA received last year (\$92,000). This program is sub-contracted to CSET and is designed to help seniors get back into the work force through internship opportunities, etc. The total (balanced) budget is \$3.8 million dollars.

In answer to a question from Supervisor Shuklian about the funding match breakdown between the two counties, Mr. Kredit said the split is \$173,355 for Tulare County; and \$48,895 for Kings County.

Dr. Wood, the Advisory Council Chair, commented on the Mental Health (MH) Board for Tulare Co., noting that in its Annual Report, services to seniors averaged only 340 over the last 5 years or so. He said this is an area of recommended increased focus in terms of service delivery, so he anticipates that K/T AAA and/or MH will have to figure out how to step up those services, which will be needed because of the “*Silver Tsunami*.” He noted that either MHSA dollars will need to come over to K/T AAA to help increase the amount of services to seniors, or MH is going to have to pay attention to the fact that 340 seniors holding steady across 5 years is going to be inadequate service.

Supervisor Vander Poel commented that just because one is considered a senior citizen doesn’t necessarily qualify one for services from the K/T AAA. Ms. Sharma, Aging Services Manager said that it depends on the type of service needed, but that is correct, that age alone is not the qualifying criteria. As the senior population increases, the number of people that qualify will also increase. Supervisor Vander Poel asked what is the number of those qualified to receive service that are actually receiving services. Ms. Sharma said when a client comes in through K/T AAA and is screened for MH-related services, the client gets “wrapped” back around into the MH system. As it stands today, there is only one therapist. That shortage will require the programs to work together, collaboratively, to ensure that all the pieces are in place due to the increased numbers of people who do qualify for services.

Supervisor Pedersen said that Kings County is experiencing a bit of a “landslide” right now with funding issues through decisions that were made previously on how funding was routed to certain departments.

Ms. Wartson said that the \$600,000 plus dollars that KCCOA receives as Title III (OAA) funding is their main services and that she isn’t sure what will happen regarding MH funding.

Mr. Kredit interjected that he didn’t want there to be confusion about the county contribution. These contributions are from when Tulare and Kings Counties came together in 1980 and created this organization through the Joint Powers Agreement (JPA); the counties agreed to be responsible for a certain portion of the budget. That portion is money that comes to K/T AAA Administration.

A discussion took place about the cost and necessity of auditing the program because the cost seems excessive at \$40,000/year. Supervisor Vander Poel asked if this is something that K/T AAA can request from the State, i.e. to reduce the audit requirement to once every two or three years, instead. Currently, the criteria are that if an organization receives \$750,000 in Federal funds, it requires a single audit, every year.

Dr. Wood made an “editorial comment” that he is concerned about the relationship between Kings Co. and Tulare Co. He said he understands that Kings Co. is managing its fiscal house as best it can, but at last month’s meeting of the MH Board, he learned that the Kings/Tulare Suicide Prevention Task Force is no longer a combined effort, and he noted that Kings/Tulare is a regional powerhouse that has gotten things done collaboratively, but it now sounds like some of that combined collaboration is not continuing as well as it has, historically. Supervisor Pedersen said that the senior program is not a mandated program of Kings Co., so if there is a budgetary short fall, it comes back to the Kings Co. General Fund and that General Fund can’t take the pressure. Supervisor Pedersen said Kings Co. is committed to make its commitments to K/T AAA.

Supervisor Vander Poel moved to approve the budget; Supervisor Valero seconded the motion, which was approved. Supervisor Fagundes was not in attendance. **(Vander Poel/Valero Res. No. 19-003)**

7. **Governing Board Meeting Schedule - Revised** – Juliet Webb said at the Board’s January meeting there was a discussion about moving one of the scheduled meetings to an unincorporated area. She said the Agency serves only one unincorporated area in Tulare, which is Cutler-Orosi. A meeting was held in Cutler-Orosi last year; however, this is Supervisor Valero’s area, so it was chosen as the proposed alternate location. There may need to be some tweaks with the timing, because last year the meeting interfered with the center’s lunch time. Ms. Webb proposed that the May 13, 2019, Governing Board meeting location be changed to the Cutler-Orosi Senior Center. Also, the resolution includes a change in the July meeting date to Monday, July 22, 2019, to be held at the Tulare County Board of Supervisor’s building. Supervisor Valero made a motion to approve the revised meeting schedule; Supervisor Pedersen seconded the motion, which was approved. **(Valero/Pedersen Res. No. 19-002-Revised)**

8. **Update on the California Department of Aging Matter** – Ms. Webb said that at the January meeting, the issue was discussed regarding \$35,277 from the FY17/18 contract between Kings County and KCCOA. This amount was dispersed from K/T AAA to Kings County for senior services, but was then withheld due to an overpayment on a different portion of that contract, which was not funded by OAA funding. CDA has told K/T AAA it was inappropriate to withhold the funding. She said, through doing its own due diligence, K/T AAA also deemed this funding was for a specific OAA purpose and could not be used to cover a non-OAA purpose. Additionally, it was noted that a CDA audit of K/T AAA is not scheduled for another two years. CDA directed the K/T AAA to do a full and complete financial audit of Kings Co. for this contract; and it requested that KCCOA issue a formal complaint, in writing. Ms. Webb said, to date, she had not received these instructions in a written letter, although that was CDA’s promise. In meeting with her director on this issue and in view of the review that Mr. Kredit has done on the K/T AAA Trust Fund, she said she does not believe that is a good route to take, since an audit will cost between forty to forty-five thousand dollars to conduct, and the audit will yield information that is already known. She said the Trust Fund is healthy and it makes more sense to resolve the issue without impacting or affecting other senior services. The K/T AAA can provide this funding, and the larger issue is the match, which is a more pressing issue and a larger dollar figure, so this course is an easier avenue to keep services healthy. She and Tim Lutz, Tulare Co. HHSA Director were in agreement that this should be brought to the Board as a consideration: that \$35,277 would be given to KCCOA from the K/T AAA Trust Fund.

Supervisor Vander Poel said the Board puts its faith in Ms. Webb as the Director to determine what is necessary and in coming forward with this recommendation. He concurred that pursuing an audit, as directed by the State is an unnecessary expense. With that comment, Supervisor Vander Poel moved for approval; Supervisor Valero seconded the motion, which the vote carried. **(Vander Poel/Valero Res. No. 19-005)**

9. **Ricciardi, Inc. Single Audit Report** – Mr. Kredit said that usually the auditors give the K/T AAA a verbal response, which for the last several years has been that there are no findings. He noted that Mark Kramer, the K/T AAA accountant worked with the auditors to provide documentation requested by them. Mr. Kredit said the audit report is “clean” and that a hard copy has been

provided to each of the Supervisors. Supervisor Vander Poel suggested again that it should be advocated at the State and/or Federal level to adjust requirements of auditing based on funding thresholds. In response, Ms. Sharma said she will be attending a State meeting (C4A) with all the Area Agencies on Aging and she will bring that idea forward. Dr. Wood suggested that another avenue could be to draft legislation through the California Senior Legislature, and have it sponsored by a State Assemblyman or Senator to do a revision of the audit demand.

- 10. California Senior Legislature (CSL) Travel, Expense and Reimbursements** – Ms. Webb said that the Council has two of its members, Dr. David Wood and Ms. Bobbie Wartson, as representatives to the CSL. This action item is a resolution regarding expense reimbursements allowed for Council members and other persons doing business on behalf of the K/T AAA. The resolution will codify the authority to reimburse travel and lodging expenses deemed reasonable, giving the K/T AAA Director the authority to approve or deny such reimbursements. On a motion from Supervisor Valero, seconded by Supervisor Pederson, the resolution passed.
(Valero/Pedersen Res. No. 19-004)
- 11. Area Plan Update** – Israel Guardado updated the Board on the Area Plan, which is a 4-year plan that outlines the K/T AAA service area, services, and goals. The current plan is 2016-2020 and is updated on a yearly basis. The Update is due to the State on May 1st, every year. Public hearings for this update are scheduled on April 11, 2019 in Kings Co. and April 16, 2019 in Tulare Co. Members of the public or interested persons can learn how the Agency provides services, its service unit goals, and how the Agency’s funding is spent; attendees are welcome to make comments and/or recommendations. This update will be the last of this Area Plan cycle; next year will begin a new 4-year Plan cycle and include a new needs assessment.
- 12. Staff Reports** – Jamie Sharma announced the Senior Day in the Park picnic, which is the 50th year for this event, with the theme of “Golden Anniversary.” The event is still in the initial planning stages.
- 13. Advisory Council Report** – Dr. Wood, Council Chair, reported that member, Ms. Bobbie Wartson continues to attend the TACC meetings and CSL. He noted that K/T AAA has been stepping up its presence at TACC, i.e. with quarterly reports, which eventually will be part of an annual report that the Council will present to the Governing Board.
- 14. Adjourn** – The meeting was adjourned at 10:50 a.m.

Respectfully submitted,
Juliet Webb
K/T AAA Director



TULARE COUNTY GRAND JURY
 5963 S Mooney Boulevard Visalia, CA 93277
 PHONE: (559) 624-7295
 FAX: (559) 733-6078
 E-MAIL: grnd_jury@co.tulare.ca.us
 WEB: <http://tularecounty.ca.gov/grandjury/>

ATTENTION: Christine Tidwell
 AGENCY: Kings - Tulare Area Agency on Aging
 ADDRESS: 5957 S Mooney Blvd, Visalia, CA 93277

California Penal Code §933.05 (f) mandates that the Tulare County Grand Jury provide a copy of the portion of the final Report that affects that agency or person of that agency two working days prior to its public release. Advance release or disclosure of a Grand Jury Report is prohibited prior to its public release.

Attached is a copy of your portion of the 2018-2019 Tulare County Grand Jury Final Report.

California Penal Code §933(c) requires a response to said document. Depending on the type of respondent you are, a written response is required as follows:

- PUBLIC AGENCY:** The governing body of any public agency that is required to respond must do so within NINETY (90) DAYS from the date this report was approved as final by the Presiding Judge.
- ELECTIVE OFFICER OR AGENCY HEAD:** All elected officers or heads of agencies that are required to respond must do so within SIXTY (60) DAYS from the date this report was approved as final by the Presiding Judge.

Please be advised, this portion of the final report was approved as final by the Presiding Judge on 04/22/19.

YOU MUST SEND YOUR RESPONSE TO EACH OF THE FOLLOWING:

The Honorable Judge David Mathias
 County Civic Center, Room 303
 221 S Mooney Blvd
 Visalia, CA 93291

Tulare County Grand Jury
 5963 S Mooney Blvd
 Visalia, CA 93277

Tulare County Board of Supervisors
 2800 W. Burrel Ave
 Visalia, CA 93291
 (For County Agencies Only)

Received by: Blanca Ponce

Date: 4-24-19

Report Name: Elder Abuse: Everyone's Business

Response Due by: July 23, 2019

Delivered by: Janice Pineda

Date and Time: 4/24/19

Release Date: April 26, 2019

Ron White, Foreman 2018/2019 Tulare County Grand Jury

PREPARE A SEPARATE RESPONSE FOR EACH REPORT

California Penal Code §933.05 mandates the manner in which responses are to be answered.

See reverse for Penal Code §933.05 information.

§933.05. Response to Grand Jury Recommendations--Content Requirements; Personal Appearance by Responding Party; Grand Jury Report to Affected Agency

(a) For purposes of subdivision (b) of §933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) For purposes of subdivision (b) of §933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore:

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the finding of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

ELDER ABUSE: EVERYONE'S BUSINESS

BACKGROUND:

Elder abuse is defined as an action by a person in a position of trust which causes harm to an elder. Harmful actions by strangers are not considered elder abuse, but are considered crimes. Elder abuse includes physical, emotional, sexual, and financial exploitation. Neglect, self-neglect, and isolation are also common forms of abuse.

Abuse and neglect of elderly adults is recognized as a social problem. One in ten adults over 65 years of age has suffered some form of abuse. According to US Census Bureau figures, the 65+ population rises from 40 million today, to over 70 million by 2030. It is estimated that there are at least 18,150 people over 65 residing in Tulare County. In 2016, there were 2,700 reports of elder abuse in Tulare County. From 2016 to 2018, the number of criminal investigative cases involving elder abuse in Tulare County increased 14.3 percent and is projected to continue to increase. It is estimated that only one in 14 cases of elder abuse is reported in Tulare County.

The short and long term effects of financial abuse include decline in health leading to early death; dependence on social service agencies; inability to afford medications; and, increased risk of hospitalization or long term care.

Laws pertaining to elder abuse include but are not limited to the following:

1. California State Law, SB 1018, (California Financial Abuse Law, effective 8/29/2005). This law was enacted to protect the elderly from financial exploitation.
2. California Welfare and Institutional Code sec. 15630, "Mandated reporters that fail to report may be guilty of a crime."
3. California Penal Code § 368 governs crimes against elder or dependent adults.

Several agencies exist- wholly or in part- for the protection of the elderly in Tulare County. These include:

1. Tulare County Sheriff's Department
2. Other Law Enforcement agencies within Tulare County (e.g., various police departments serving municipalities)
3. The Office of the Tulare County District Attorney
4. Kings Tulare Area Agency on Aging (KTAAA)
5. Tulare County Department of Health and Human Services

- a. Adult Protective Services
 - b. Public Guardian
6. Kings-Tulare Ombudsman Program

REASON FOR INVESTIGATION:

The reasons for this investigation were to review and raise awareness of current programs in Tulare County, designed to identify and prevent elder abuse. These programs are designed to protect independent adults, those needing financial guidance, and those in care facilities. The Tulare County Civil Grand Jury (TCCGJ) endeavored to determine what resources are available to protect the elderly.

METHOD OF INVESTIGATION:

1. Interviewed witnesses
2. Reviewed specific documents
3. Examined statutes, ordinances, and supportive services in place for the protection of elder adults

FACTS:

1. Elder abuse includes physical, emotional, sexual, and financial exploitation or neglect.
2. KTAAA serves as Tulare County's principal advocate for older adults.
3. Elder abuse occurs in all socio-economic strata, subcultures, religions, and neighborhoods.
4. Tulare County Sheriff's Department estimates that elder abuse cases in Tulare County will increase by a factor of 23.8 percent from 2017 to 2018.
5. Financial abuse is the most often reported type of abuse.
6. The following are mandated reporters and are required to report suspected instances of elder abuse:
 - a. Physicians and medical professionals
 - b. Clergy
 - c. Bank employees
 - d. Any individual assuming care responsibility or custody of an elderly person
7. Common characteristics of the abused:

- a. Over 75 years of age
 - b. Socially isolated
 - c. Loyal defenders of the abuser
 - d. Dependent on their abuser
8. Common characteristics of abusers:
- a. Most often a relative of the abused
 - b. Most often live with the abused
 - c. May be abusing drugs and/or alcohol
 - d. Externalize blame on others
 - e. Expect the elderly care recipient to meet a wide range of their needs
 - f. Often shift anger meant for an authority figure to the abused

FINDINGS:

- F1. Despite multiple agencies in Tulare County dealing with the issues surrounding elder abuse, the number of unreported cases remains high.
- F2. Elder abuse is not confined to any one socio-economic stratum.
- F3. Increased demand for social services and long-term care - as a result of financial abuse - will have a direct negative impact and place a financial burden on all agencies serving Tulare County's elders.
- F4. All reported cases of elder abuse are treated with strict confidentiality.

RECOMMENDATION:

- R1. If additional resources can be found by agencies serving the elderly, consideration should be given to prioritizing actions and policies toward promoting the earlier and more consistent reporting of suspected incidents of elder abuse.

REQUIRED RESPONSES:

- 1. Tulare County Board of Supervisors – Findings F1, F3 Recommendation R1
- 2. Kings – Tulare Area Agency on Aging – Findings F1, F2, F3, F4

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911, 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Section 924.2 and 929).

**BEFORE THE GOVERNING BOARD
KINGS/TULARE AREA AGENCY ON AGING**

* * *

**IN THE MATTER OF THE APPROVAL)
OF THE AREA PLAN UPDATE)
FOR FY 2019-2020)**

RESOLUTION NO. 19-005

WHEREAS, the Kings/Tulare Area Agency on Aging is required to submit to the California Department of Aging (CDA) a FY2019 Update to its four-year Area Plan for FY2016-2020; and

WHEREAS, the K/T AAA has conducted public hearings on the FY2019 Update in Kings County on April 11, 2019 and on April 16, 2019 in Tulare County;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board approves the submittal of the FY2019/20 Area Plan Update to the California Department of Aging and authorizes the Chair to sign the Transmittal Letter.

**THE FOREGOING RESOLUTION WAS ADOPTED UPON A MOTION BY SUPERVISOR),
SECONDED BY SUPERVISOR , AT A REGULAR MEETING OF THE GOVERNING
BOARD, ON THE 13th DAY OF MAY, 2019.**

AYES:

NOES:

ABSTAIN:

ABSENT:

APU 2019-20 Summary of Changes

SECTION 2. DESCRIPTION OF THE PLANNING AND SERVICE AREA (PSA)

Population Trends and Projections

According to the California Department of Finance (CDOF), California’s senior population ages 60+ years is expected to increase 4639% between 2016 and 2030, and 11799% between 2016 and 2060. By 2030, it is estimated that 2625% of Californians will be age 60 or over. This increase will be primarily due to the aging of the baby boomer generation.

The total combined population of PSA 15 in 2019~~2018~~ is approximately ~~629,500~~635,872 according to CDOF 2019~~2018~~ projections. Of this total, ~~100,772~~103,840 individuals are estimated to be aged 60 or over; this equals approximately 16% of the PSA’s total population.

2018 California Department of Aging¹

Population Demographic Projections by County and PSA for Intrastate Funding Formula						
Area	Population 60+	Non-Minority 60+	Minority 60+	% Minority 60 +	Non-English60+	% Non-English60+
Kings	22,896	12,227	10,669	46.60%	1,320	5.77%
Tulare	78,089	42,501	35,588	45.57%	6,320	8.09%
PSA 15 Total	100,985	54,728	46,257	45.81%	7,640	7.57%

Area	Low Income 60+	% Low Income 60+	Medi-Cal Eligible 60+	% Medi-Cal Eligible 60+	SSI/SSP 65+	% SSI/SSP 65+
Kings	3,265	14.26%	5,168	22.57%	1,600	6.99%
Tulare	14,345	18.37%	22,991	29.44%	6,904	8.84%
PSA 15 Total	17,610	17.44%	28,159	27.88%	8,504	8.42%

**2018 California Department of Aging²
Population Demographic Projections by County and PSA for Intrastate Funding Formula**

¹ California Department of Aging Population Demographic Projections by County and PSA for IFF – March 15, 2019

AREA	Population 60+	Non-Minority 60+	Minority 60+	% Minority 60+	Non-English Speaking 60+	% Non-English Speaking 60+
Kings	22,623	12,080	10,543	46.60%	1,280	5.66%
Tulare	78,149	42,535	35,614	45.57%	5,800	7.42%
PSA-15 Total	100,772	54,615	46,157	45.80%	7,080	7.03%
AREA	Low Income 60+	% Low Income 60+	Medi-Cal Eligible 60+	% Medi-Cal Eligible 60+	SSI/SSP 65+	% SSI/SSP 65+
Kings	3,370	14.90%	4,856	21.46%	1,526	6.75%
Tulare	13,370	17.12%	22,189	28.39%	6,781	8.68%
PSA-15 Total	16,740	16.61%	27,045	26.84%	8,307	8.24%

Based on CDOF projections, it is anticipated that by 2030 the senior population ages 60+ years in PSA 15 will increase by 40% to an estimated 132,545 seniors, and will increase 117% by 2060, to an estimated total of 205,633 seniors from population levels of 2016. This rapid increase to the aging population will present challenges to the K/T AAA in providing service delivery. As the Baby Boomers join the over-60 population, adapting services to their needs will be one of the greater challenges the K/T AAA faces.

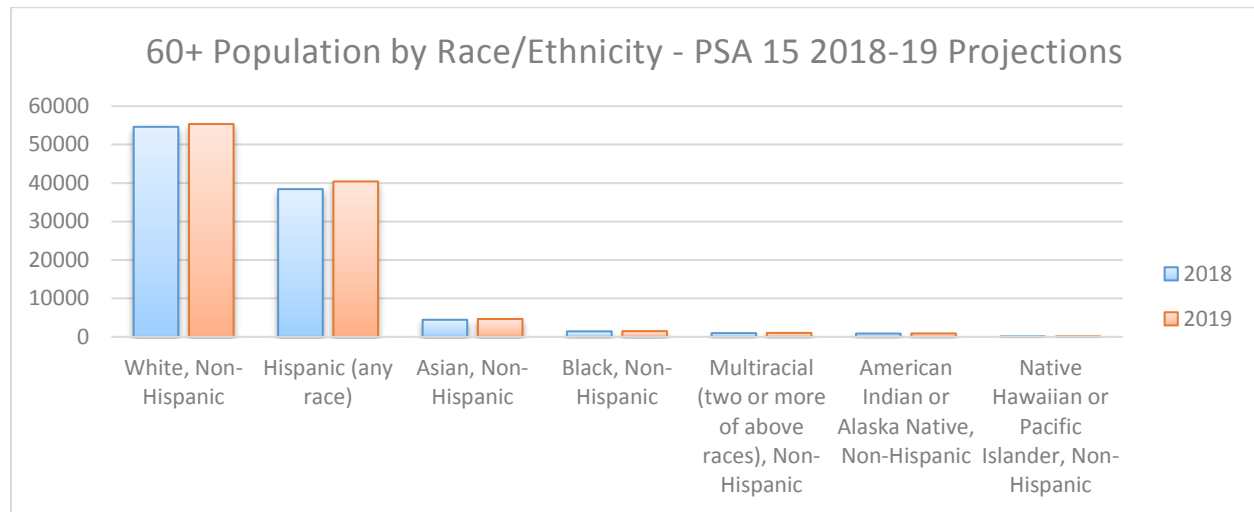
² California Department of Aging Population Demographic Projections by County and PSA for IFF – April 3, 2018

Kings County		Tulare County	
Avenal	13,053	Dinuba	24,873
Corcoran	21,450	Exeter	11,169
Hanford	58,176	Farmersville	11,443
Lemoore	25,892	Lindsay	13,162
Incorporated	118,571	Porterville	60,798
Unincorporated	33,091	Tulare	65,982
		Visalia	136,246
		Woodlake	7,786
		Incorporated	331,459
		Unincorporated	144,375
County Total	151,662	County Total	475,834

Kings County		Tulare County	
Avenal	12,491	Dinuba	24,861
Corcoran	21,786	Exeter	10,985
Hanford	55,645	Farmersville	11,248
Lemoore	26,369	Lindsay	12,984
Unincorporated	33,246	Porterville	59,908
Incorporated	116,291	Tulare	64,661
-	-	Visalia	133,151
-	-	Woodlake	7,768
-	-	Unincorporated	146,276
-	-	Incorporated	325,566
County Total	149,537	County Total	471,842

Demographics of the 60+ Population

PSA 15 exhibits a wide array of diverse peoples and cultures. Among the general population, the Hispanic/Latino sector comprises 65% ~~64.1%~~ of Tulare County's population and 55% ~~54.2%~~ in Kings County.³



Race/Ethnicity

Hispanics make up the largest and fastest-growing minority population in the PSA. Among seniors, about 39% ~~38%~~ are Hispanic/Latino. In comparison, there are relatively small numbers of other minorities.

The third largest sector is the elderly Asian population at 4.47% ~~4.40%~~, followed by the Black population, projected at 1.43% ~~1.41%~~ for the year 2019 ~~2018~~.

The percentage of Native Americans over the age of 60 has ~~seen a small decrease to~~ remained stable at 0.84%, for a total of 875 ~~850~~ individuals. Most of the Native Americans are concentrated on two reservations within the PSA.

Multiracial seniors make up 0.98% ~~0.95%~~ of the PSAs elderly population, while Pacific Islanders make up 0.08%. The trend appears to be that these percentages will continue to slowly grow.

Gender

According to CDOF projections, the ratio of male to females in the elderly population is expected to remain stable through 2030. Of the estimated ~~100,772~~ 103,840 seniors in the PSA, about 54% are female, 46% male.

³ U.S. Census Bureau; Quick Facts (<http://www.census.gov/quickfacts/table/PST045215/06031,06107,00>)

Single-Person Households

Approximately ~~15,340~~ 15,625 or ~~15.22~~15.47% of the PSA's seniors currently live alone.

Poverty Levels

PSA 15 is comprised of two of the poorest counties in California. Based on the 2013-2017 ~~2011-2015~~ American Community Survey 5-Year Estimates, it is estimated that about ~~13%~~ 14% of residents in Tulare County and ~~10.7%~~10.3% in Kings County aged 65 or over are living below the federal poverty level.

Unemployment

The PSA's two counties have very high unemployment rates, both ranking within the ten highest counties in the state. As of ~~March 2015~~ January 2019, the unemployment rate in the PSA was approximately ~~13%~~ 11%. Compared to the statewide average of ~~7.5%~~ 4.8% for the same month. Although the economic climate for the state is improving, the unemployment rate in the PSA has not improved as rapidly as the state overall. Because of its agricultural economic base, unemployment typically increases during the winter months and decreases during the growing season.

Grandparents Caring for Grandchildren

According to the ~~2014 American Community Survey 1-year~~ 2013-2017 American Community Survey 5-Year Estimates (ACS), ~~6,123~~ 2,148 seniors in PSA 15 are responsible for the care of their grandchildren. This includes about ~~1,322~~ 661 seniors, who are living below poverty. Financial aid and respite services are available to those who may be eligible through Child Welfare Services.

High poverty levels: The high poverty rate in the PSA adversely impacts donations from seniors and charitable donations from other community resources. As noted previously, ~~12.5%~~ 14% of residents in Tulare County and ~~11.8~~ 10% of residents in Kings County aged 65 or over are living below the federal poverty level. The suggested meal donation established by the K/T AAA Governing Board is \$2.50 per meal, however in FY ~~2015-16~~ 2017-18 donations have averaged \$0.66 ~~\$0.67~~ and \$0.52 ~~\$0.36~~ per congregate and home-delivered meal, respectively. It is likely that participants in the congregate and home-delivered meal programs derive largely from the population living at or below the poverty level, and therefore it is unlikely that donations from this group will ever be a significant source of program revenue for the K/T AAA.

SECTION 3. DESCRIPTION OF THE AREA AGENCY ON AGING (AAA)

Funding Sources

There are six funding sources for the Kings/Tulare Area Agency on Aging:

- Federal Funds – The K/T AAA receives funds from the federal government through the Older Americans Act. These funds are received via the California Department of Aging (CDA). Federal funds account for approximately 50% ~~52%~~ of the revenue of the K/T AAA.
- State Funds – State funds are received from the CDA on the basis of the Older Californians Act. These funds are state general funds and funds from the Community-Based Services Program. State funds account for about 28% ~~27%~~ of the revenue of the K/T AAA.
- County Funds – The two counties help support the K/T AAA from their general fund revenues. To help cover costs of the programs, the counties contribute funds that equal more than the required administrative match. County funds make up about 6% ~~5%~~ of the total revenue.
- Donations – Donations are received from seniors via the congregate nutrition sites, home-delivered meals, information and assistance, and legal services programs. Donations have been relatively consistent over the past several years and make up approximately 1% of the K/T AAA's total revenue.
- NSIP – This funding from the US Department of Agriculture represents about 3% ~~2%~~ of the total funding for K/T AAA services.
- Other – The K/T AAA may occasionally receive small amounts of funding from miscellaneous county sources, such as Mental Health Services Act funding and the CalFresh program.

SECTION 7. PUBLIC HEARINGS

Fiscal Year	Date	Location	Number of Attendees	Presented in languages other than English?⁴ Yes or No	Was hearing held at a Long-Term Care Facility?⁵ Yes or No
2016-17	4/12/16	Hanford Senior Center.	6	No	No
2016-17	4/13/16	Porterville Senior Center	16	No	No
2017-18	4/26/17	Hanford Senior Center	7	No	No
2017-18	4/27/17	Tulare Senior Center	0	No	No
2018-19	4/10/18	Armona Senior Center	2	No	No
2018-19	4/11/18	Cutler Senior Center	9	No ⁶	No
2019-20	4/11/19	Armona Senior Center	1	No	No
2019-20	4/16/19	Earlimart Senior Center	0	No	No

⁴ A translator is not required unless the AAA determines a significant number of attendees require translation services.

⁵ AAAs are encouraged to include individuals in LTC facilities in the planning process, but hearings are not required to be held in LTC facilities.

⁶ Presenter was fluent in Spanish and translated as needed for seniors.

SECTION 10. SERVICE UNIT PLAN (SUP) OBJECTIVES

Title III/VII Service Unit Plan Objectives

Row Labels	Goals 2019	Goals 2020	Goal Difference	% Goal Difference
III-B	71431	68881	-2550	-3.57 %
Community Education	685	335	-350	-51.09 %
Information and Assistance	12219	12219	0	0.00 %
Legal	936	936	0	0.00 %
Outreach	12124	10324	-1800	-14.85 %
Personal Affairs Assistance	135	135	0	0.00 %
Senior Center Activities	43212	42912	-300	-0.69 %
Telephone Reassurance	956	956	0	0.00 %
Transportation	887	887	0	0.00 %
Visiting	277	177	-100	-36.10 %
III-C	124032	121417	-2615	-2.11 %
Congregate	61550	60300	-1250	-2.03 %
Home Delivered	60830	59500	-1330	-2.19 %
Nutrition Congregate	1040	1020	-20	-1.92 %
Nutrition HDM	612	597	-15	-2.45 %
III-D	150	150	0	0.00 %
Health Promotion and Disease Management	150	150	0	0.00 %
III-E	36514	17249	-19265	-52.76 %
Access Assistance	1440	1485	45	3.13 %
Information Services	41	53	12	29.27 %
Information Services Estimated Audience	20700	4000	-16700	-80.68 %
Respite Services	13413	10833	-2580	-19.24 %
Support Services	920	878	-42	-4.57 %
VII-B	9249	8750	-499	-5.40 %
Education Materials Distributed	9237	8737	-500	-5.41 %
Public Education	6	7	1	16.67 %
Training Sessions for Professionals	6	6	0	0.00 %
Grand Total	241376	216447	-24929	-10.33 %

LONG-TERM CARE (LTC) OMBUDSMAN PROGRAM OUTCOMES

Report Category	Service Units Reported for FFY 2018
Complaint Resolution Rate (Number of complaints resolved <u>479</u> plus Number of complaints partially resolved <u>5</u> divided by the Total Number of Complaints Received <u>508</u>)	Complaint resolution rate: 95%

Work with Resident Councils	Meetings attended: 23
Work with Family Councils	Meetings attended: 0
Consultation to Facilities	Consults provided: 385
Information and Consultations to Individuals	Consults provided: 611
Community Education	Sessions provided: 7
Facility Coverage-SNF (Number of SNFs visited at least once per quarter not in response to a complaint 20 divided by the number of SNFs 20)	% Facilities covered: 100%
Facility Coverage-B&C (Number of B&Cs visited at least once per quarter not in response to a complaint 41 divided by the number of B&Cs 46)	% Facilities covered: 89%
Number of Full-Time Equivalent (FTE) Staff	Number of FTEs: 2.38
Number of Certified LTC Ombudsman Volunteers	Number of Volunteers: 5

Systemic Advocacy Effort(s) for the current fiscal year 2019-2020

Ombudsman Program will join forces with Kings and Tulare County Partners for Disaster Preparedness Training for the Ombudsman Volunteers. Emphasis will only be on actions specific to facilities during a disaster event and how the volunteers can assist in that environment.

SECTION 16 – GOVERNING BOARD

Officers:

- Chair: Amy Shuklian (Tulare County)
- Vice Chair: Richard Fagundes (Kings County)

Members:

- Craig Pedersen (Kings County)
- Eddie Valero (Tulare County)
- Pete Vander Poel (Tualre County)

SECTION 17. ADVISORY COUNCIL

Total Council Membership (include vacancies) 15

Number of Council Members over age 60 ~~6~~ 11 (of 9 filled positions)

% of PSA's	% on
60+Population	Advisory Council

Race/Ethnic Composition

White	54.91 52.29	46.15 44.45
Hispanic	36.33 38.91	15.38 22.22
Black	1.90 1.43	15.38 11.11
Asian/Pacific Islander	4.44 4.47	0
Native American/Alaskan Native	1.05 0.84	7.69 11.11
Other	1.37 2.06	15.38 11.11

Name and Title of Officers:

David Wood, Chair (Seat 5)	12/31/2020
Marlene Chambers, Vice Chair (Seat 10)	12/31/2020
Vacant, Secretary	
Suzann Wray, Parliamentarian (Seat 2)	12/31/2020

Name and Title of Other Members:

Seat 1 Betsey Foote	12/31/2019
---------------------	------------

Seat 3 VACANT Kyle Melton	12/31/2020
Seat 4 Dan Fox	12/31/2019
Seat 6 Bobbie Wartson	12/31/2021
Seat 7 VACANT	
Seat 8 VACANT	
Seat 9 VACANT Marsha Calhoun	12/31/2020
Seat 11 VACANT	
Seat 12 Cecilia Bobst Benjamin Cordova	12/31/2020
Seat 13 VACANT	12/31/2020
Seat 14 Grace Henn	12/31/2019
Seat 15 Sharon Lamagno	12/31/2019

Indicate which member(s) represent each of the "Other Representation" categories listed below.

	Yes	No
Low Income Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disabled Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Supportive Services Provider Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Health Care Provider Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Family Caregiver Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Local Elected Officials	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Individuals with Leadership Experience in Private and Voluntary Sectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Explain any "No" answer(s):

~~Currently no representatives have identified as disabled.~~
 Currently no elected officials serve in the Advisory Council.

AGREEMENT NUMBER MS-1920-33	PURCHASING AUTHORITY NUMBER (if applicable)
--------------------------------	---

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

CONTRACTING AGENCY NAME
 California Department of Aging

CONTRACTOR NAME
 Kings/Tulare Area Agency on Aging

2. The term of this Agreement is:

START DATE
 July 1, 2019
 THROUGH END DATE
 June 30, 2020

3. The maximum amount of this Agreement is:
 \$698,455.00 - Six hundred ninety-eight thousand four hundred fifty-five and 00/100 dollars

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	23
Exhibit B	Budget Detail and Payment Provisions	9
Exhibit C*	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	34
Exhibit E	Additional Provisions	7
Exhibit F	HIPPA Business Associates Addendum	14
Exhibit G	Catchment Area Zip Codes	1

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.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
 Kings/Tulare Area Agency on Aging

CONTRACTOR BUSINESS ADDRESS 5957 S. Mooney Blvd	CITY Visalia	STATE CA	ZIP 93277-9394
--	-----------------	-------------	-------------------

PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 California Department of Aging

CONTRACTING AGENCY ADDRESS 1300 National Drive, Suite 200	CITY Sacramento	STATE CA	ZIP 95834-1992
--	--------------------	-------------	-------------------

PRINTED NAME OF PERSON SIGNING Nate Gillen	TITLE Manager, Contracts & Business Services
---	---

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
---	-------------

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION, IF APPLICABLE
--	--------------------------

**BEFORE THE GOVERNING BOARD
KINGS/TULARE AREA AGENCY ON AGING**

* * *

IN THE MATTER OF ACCEPTANCE OF THE FY19/20 GRANT AWARD CONTRACTS FOR THE FOLLOWING:)	RESOLUTION NO. 19-006
)	
)	
FY2019/20 OLDER AMERICANS ACT AREA PLAN)	
)	
FY2019/20 SENIOR COMMUNITY SERVICES EMPLOYMENT AND TRAINING (TITLE V))	
)	
FY2019/20 MULTIPURPOSE SENIOR SERVICE PROGRAM (MSSP))	

WHEREAS, it is the intent of the Kings/Tulare Area Agency on Aging Governing Board to continue providing services under the Older Americans Act; and

WHEREAS, the California Department of Aging (CDA) does desire to fund the Kings/Tulare Area Agency on Aging (K/T AAA) for FY 2019/20; and

WHEREAS, the K/T AAA Governing Board does desire to accept funding for the following contracts:

- CDA Area Plan contract number AP-1920-15 in the planning estimate of \$2,251,251
- CDA TITLE V contract, number TV-1920-15, in the planning estimate of \$91,625
- CDA MSSP contract, number MS-1920-33, in the planning estimate of \$698,455

NOW, THEREFORE, BE IT RESOLVED that the Governing Board:

1. Designates the Chair as the authorized representative to sign said contracts and all documents necessary to accompany said contracts; and
2. Grants approval, (advance approval, if required,) of the above contracts and upon receipt of said contracts by the K/T AAA, designates the Chair as its authorized representative to sign said contracts and all documents necessary to accompany them; and,
3. Authorizes the Director to sign amendments to the aforementioned contracts, as funding revisions occur; and
4. Directs staff to report such revisions, when they occur, at the Board's next regularly scheduled meeting.

THE FOREGOING RESOLUTION WAS ADOPTED UPON A MOTION BY SUPERVISOR _____, SECONDED BY SUPERVISOR _____, AT A REGULAR MEETING OF THE GOVERNING BOARD, ON THE 13TH DAY OF MAY, 2019.

AYES:	ABSTAIN:
NOES:	ABSENT:

AGREEMENT NUMBER AP-1920-15	PURCHASING AUTHORITY NUMBER (if applicable)
--------------------------------	---

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

Kings/Tulare Area Agency on Aging

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$2,251,251 - Two million two hundred fifty-one thousand two hundred fifty-one and 00/100 dollars

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	16
Exhibit B	Budget Detail and Payment Provisions	14
Exhibit C*	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	34
Exhibit E	Additional Provisions	16

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.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Kings/Tulare Area Agency on Aging

CONTRACTOR BUSINESS ADDRESS

5957 South Mooney Blvd

CITY

Visalia

STATE

CA

ZIP

93277-9394

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

1300 National Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95834-1992

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Manager, Contracts & Business Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

AG OP 80-111.

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **AP-1920-15**.
2. The services shall be performed in Planning and Service Area(s): 15.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: Kings/Tulare Area Agency on Aging
Name: Fiscal, Data & Planning Manager	Name: Juliet Webb, Director
Phone (916) 419-7556	Phone: (559) 624-8063
Fax: (916) 928-2510	Fax: (559) 737-4694

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: Kings/Tulare Area Agency on Aging
Section/Unit: Business Services and Contracts	Section/Unit: Area Agency on Aging
Attention: Don Fingado	Attention: Christine Tidwell
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 5957 South Mooney Blvd, Visalia, CA, 93277-9394
Phone: (916) 419-7157	Phone: (559) 624-8063
Fax: (916) 928-2500	Fax: (559) 737-4694
Email: don.fingado@aging.ca.gov	Email: Ctidwell@tularehhsa.org

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

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

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

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
 - (i) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
 - (ii) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - (iii). An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

- 5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

- 6. **Older relative caregiver** means a caregiver who is –
 - (1) Is age 55 or older; and
 - (2) lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
 - (3) In the case of a caregiver for a child --
 - a. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - b. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
 - c. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- (4) In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.
[OAA § 372(a)(3)]
7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
8. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
9. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior federal fiscal year.
13. **One-Time-Only Funds** means:
- a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA.
[22 CCR 7314(a)(7)]
 - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
15. **Priority Services for Title III E** means services provided to:
- (A) Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
 - (B) Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities.
[OAA§373(c)(2)(A-B)]
 - (C) Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]
16. **Program Development** means activities that either establish a new service or expand or integrate existing services.
17. **Program Income** means revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:
- a. Voluntary contributions received from a participant or other party for services received.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- d. Proceeds from the sale of goods created under CDA grant funds.
18. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
- a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means test. [OAA § 315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]
21. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

22. **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D]
23. **Title III E Family Caregiver Support Program (FCSP) Categories** are:
- a. Information Services
 - b. Access Assistance
 - c. Support Services
 - d. Respite Care
 - e. Supplemental Services

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

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

1. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]
2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the

ARTICLE I. PROGRAM DEFINITIONS (Continued)

duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A)] [45 CFR 1327.1] [Welf. & Inst. Code § 9701(a)]

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

D. ARTICLE I. PROGRAM DEFINITIONS (Continued)

Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 - a) Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - b) Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.

ARTICLE II. SCOPE OF WORK (Continued)

5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
6. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The contractor must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

ARTICLE II. SCOPE OF WORK (Continued)

14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a) Inspection of non-food preparation nutrition sites at least every other year.
 - b) Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c) Inspection of central kitchens sites annually on-site.
[22 CCR 7634.3(d)]
15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.
19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.
20. Maintain a program data collection and reporting system as specified in Exhibit E of this Contract.
21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).

ARTICLE II. SCOPE OF WORK (Continued)

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

ARTICLE II. SCOPE OF WORK (Continued)

- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1324.19(a)(2)] [Welf. & Inst. Code §§ 9701(a), 9712.5(b)]
 2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1324.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]
 3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
 4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
 5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
 6. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289] [PC 4675, PC 4700 et seq.]

ARTICLE II. SCOPE OF WORK (Continued)

7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)].
8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights and well-being of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]
9. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]
10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1324.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]
11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii)] [45 CFR 1324.19(a)(7)]:
 - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
 - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
 - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
 - d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]
 - e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]

ARTICLE II. SCOPE OF WORK (Continued)

12. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
 13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
 14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
- C. The Contractor shall ensure that the Elder Abuse Prevention program shall do some or all of the following:
[OAA § 721]
1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
 2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
 3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
 4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
 5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
 6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;

ARTICLE II. SCOPE OF WORK (Continued)

7. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
8. Conduct special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

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

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

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

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

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

2. Financial Management Systems

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

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

C. Unexpended Funds

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

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

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE I. FUNDS (Continued)

- ii. Some contracts may be reduced by a greater amount than others, and
- iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

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.
7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
 - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

D. Area Plan Administration

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III B, III C-1, III C-2, III E, and III C-1 and III C-2 General Fund administration allocations.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision containing allocation transfers is January 15th of the Contract period unless otherwise specified by CDA.
- D. Line Item Budget Transfers

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

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

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

2. The Contractor may make one transfer of funds between budget line items for Title III B, C-1, C-2, D, and E programs for the first 3 month period of the contract period in accordance with the Budget Display in Exhibit B and one transfer of funds for the period beginning October 1. CDA will process the transfer if sufficient funds are made available.
3. The Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
4. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
5. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the contract, and shall not include allocation transfers.

E. Allocation Transfers

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III B, C-1 and C-2 programs in accordance with the Budget Display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.
 - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).
 - b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified Contract period.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract

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

F. Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
3. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

G. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, C, & E funds allocated for Area Plan administration

Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract

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

costs. During the Contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article VI of this Exhibit for reconciliation during the closeout period.)

H. Equipment

Equipment/Property with per unit cost of \$500 or more requires justification and approval from CDA and must be included in its approved Area Plan Budget.

ARTICLE V. PAYMENTS

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

The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

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

The Contractor shall submit a monthly expenditure report and a request for funds to CDA no later than the last business day of each month unless otherwise specified by CDA

C. Payments will be made to reimburse expenditures reported unless contractor pre-selects an Advance method on CDA 122 at the time of contract execution.

D. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

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

F. The funding balances for July 1 through September 30 will be determined from the Contractor's budget (CDA 122).

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
AP 1920 Contract**

ARTICLE V. PAYMENTS (continued)

- G. The funding balances for October 1 through February 28 will be based on the contract budget display from the contract amendment until transfers are approved by Administration for Community Living.
- H. The funding balances for March 1st (or upon ACL approval whichever is the latter) through June 30th, will be based on the Contractor's final budget (CDA 122) (i.e., budget submitted with the contract amendment, the January 15th or April 30th budget).

ARTICLE VI. CLOSEOUT

- A. The Area Plan Financial Closeout Report (CDA 180) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors are required to submit Closeout Reports as instructed by CDA.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
- D. Closeout reporting documents must be addressed to the CDA Fiscal Team.
- E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

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

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN
Budget Display
Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)
Kings/Tulare Area Agency on Aging

12 months (July 1, 2019 - June 30, 2020)

Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Supportive Services							
Federal Title IIIB	3BSL19-19	95,819 (b)	-	95,819	-	95,819	-
Federal Title IIIB	3BSL20-19	355,752 (c)	-	355,752	-	355,752	-
Total Supportive Services		451,571	-	451,571	-	451,571	-
Ombudsman							
Federal Title IIIB	3BOL19-19	5,392 (b)	-	5,392	-	5,392	-
Federal Title IIIB	3BOL20-19	20,018 (c)	-	20,018	-	20,018	-
Federal Title VIIa	7OFL19-19	8,443 (b)	-	8,443	-	8,443	-
Federal Title VIIa	7OFL20-19	25,742 (c)	-	25,742	-	25,742	-
General Fund IIIB	B1GL	70,917 (a)	-	70,917	-	70,917	-
Public Health L & C	LCPF	4,743 (a)	-	4,743	-	4,743	-
State Health Facilities							
Citation Penalties							
Account	SDFL	17,318 (a)	-	17,318	-	17,318	-
SNF Quality & Accountability	SNFL	22,530 (a)	-	22,530	-	22,530	-
Total Ombudsman		175,103	-	175,103	-	175,103	-
Congregate Nutrition							
Federal Title IIIC1	3C1L19-19	158,612 (b)	-	158,612	-	158,612	-
Federal Title IIIC1	3C1L20-19	426,413 (c)	-	426,413	-	426,413	-
General Fund C1	C1GL	50,793 (a)	-	50,793	-	50,793	-
NSIP C1	NC1L19-19	11,994 (b)	-	11,994	-	11,994	-
NSIP C1	NC1L20-19	35,850 (c)	-	35,850	-	35,850	-
Total Congregate Nutrition		683,662	-	683,662	-	683,662	-
Home-Delivered Meals							
Federal Title IIIC2	3C2L19-19	91,548 (b)	-	91,548	-	91,548	-
Federal Title IIIC2	3C2L20-19	274,644 (c)	-	274,644	-	274,644	-
General Fund C2	C2GL	61,508 (a)	-	61,508	-	61,508	-
NSIP C2	NC2L19-19	14,284 (b)	-	14,284	-	14,284	-
NSIP C2	NC2L20-19	42,691 (c)	-	42,691	-	42,691	-
Total Home Delivered Meals		484,675	-	484,675	-	484,675	-
Disease Prevention							
Federal Title IIID	3DFL19-19	9,004 (b)	-	9,004	-	9,004	-
Federal Title IIID	3DFL20-19	27,444 (c)	-	27,444	-	27,444	-
Total Disease Prevention		36,448	-	36,448	-	36,448	-
Family Caregiver							
Federal Title IIIE	3EFL19-19	53,852 (b)	-	53,852	-	53,852	-
Federal Title IIIE	3EFL20-19	165,902 (c)	-	165,902	-	165,902	-
Total Title IIIE		219,754	-	219,754	-	219,754	-
Elder Abuse Prevention							
Federal Title VII	7EFL19-19	1,621 (b)	-	1,621	-	1,621	-
Federal Title VII	7EFL20-19	4,935 (c)	-	4,935	-	4,935	-
Total Elder Abuse Prevention		6,556	-	6,556	-	6,556	-

Exhibit B - Budget Detail, Payment Provisions, and Closeout

AREA PLAN
Budget Display
Fiscal Year 2019-20 (Federal Fiscal Years 2019 & 2020)
Kings/Tulare Area Agency on Aging

12 months (July 1, 2019 - June 30, 2020)

Project Number	Baseline	Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Administration							
Federal Title IIIB	3BAL19-19	12,332 (b)	-	12,332	-	12,332	-
Federal Title IIIB	3BAL20-19	45,788 (c)	-	45,788	-	45,788	-
Federal Title IIIC1	C1AL19-19	18,292 (b)	-	18,292	-	18,292	-
Federal Title IIIC1	C1AL20-19	49,178 (c)	-	49,178	-	49,178	-
Federal Title IIIC2	C2AL19-19	10,558 (b)	-	10,558	-	10,558	-
Federal Title IIIC2	C2AL20-19	31,674 (c)	-	31,674	-	31,674	-
Federal Title IIIE	3EAL19-19	6,198 (b)	-	6,198	-	6,198	-
Federal Title IIIE	3EAL20-19	19,095 (c)	-	19,095	-	19,095	-
General Fund C1	1GAL	290 (a)	-	290	-	290	-
General Fund C2	2GAL	77 (a)	-	77	-	77	-
Total Administration		193,482	-	193,482	-	193,482	-
Funding Summary							
Federal Funds		2,023,075	-	2,023,075	-	2,023,075	-
General Fund		183,585	-	183,585	-	183,585	-
Public Health L & C							
Program Fund		4,743	-	4,743	-	4,743	-
SNF Quality & Accountability		22,530	-	22,530	-	22,530	-
State Health Facilities							
Citation Penalties							
Account		17,318	-	17,318	-	17,318	-
Grand Total - All Funds		2,251,251	-	2,251,251	-	2,251,251	-

Comments:		
The maximum amount of Title IIIE expenditures allowable for supplemental services is:		65,346
The maximum amount of Title IIIE expenditures allowable for Grandparents is:		32,673
The minimum General Fund to be expended for State Match in Title III is:		84,661

CFDA NUMBER	Year	Award #	Award Name
93.041	2019	1901CAOAEA-01	Older American Act Title VII- Elder Abuse Prevention
93.041	2020		Older American Act Title VII- Elder Abuse Prevention
93.042	2019	1901CAOAOA-01	Older American Act Title VII- Ombudsman
93.042	2020		Older American Act Title VII- Ombudsman
93.043	2019	1901CAOAPH-01	Older American Act Title III- Preventive Health
93.043	2020		Older American Act Title III- Preventive Health
93.044	2019	1901CAOASS-01	Older American Act Title III- Supportive Services
93.044	2020		Older American Act Title III- Supportive Services
93.045	2019	1901CAOACM-01	Older American Act Title III- Congregate Meals
93.045	2020		Older American Act Title III- Congregate Meals
93.045	2019	1901CAOAH-01	Older American Act Title III- Home-Delivered Meals
93.045	2020		Older American Act Title III- Home-Delivered Meals
93.052	2019	1901CAOAF-01	Older American Act Title III- Family Caregivers
93.052	2020		Older American Act Title III- Family Caregivers
93.053	2019	1901CAOANS-00	Older American Act Nutrition Services Incentive Program
93.053	2020		Older American Act Nutrition Services Incentive Program

(a) Funds must be expended by 6/30/20 and final expenditures reported in closeout by 7/31/20.
 (b) Funds must be obligated by 9/30/19 and final expenditures reported in closeout by 7/31/20. The baseline request to be transferred for the project (7/1/19-9/30/19) is due 5/1/19. These funds may not be carried over into a following year contract.
 (c) Funds must be reported in closeout by 7/31/20 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/19-6/30/20) is due 1/15/20.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

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

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

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

15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “OAA” means Older American Act.
18. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
19. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
20. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
21. “Recoverable cost” means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older American Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

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

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

B. Subcontracts

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

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

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

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

3. California Civil Rights Laws

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

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

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

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

D. Standards of Work

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

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

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

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

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

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145]
[29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

Special Terms and Conditions – Exhibit D
AP 1920 Contract

ARTICLE II. ASSURANCES (Continued)

- d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
 3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.
- I. Contracts in Excess of \$100,000
- If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:
1. Clean Air Act, as amended. [42 USC 7401]
 2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
 5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]
- J. Debarment, Suspension, and Other Responsibility Matters
1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

Special Terms and Conditions – Exhibit D
AP 1920 Contract

ARTICLE II. ASSURANCES (Continued)

2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an “Active” status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify “Active” status the Contractor’s DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

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

O. Lobbying Certification

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

Special Terms and Conditions – Exhibit D
AP 1920 Contract

ARTICLE II. ASSURANCES (Continued)

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

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

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

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 is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE V. SUBCONTRACTS (Continued)

- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

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

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
 - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

Special Terms and Conditions – Exhibit D
AP 1920 Contract

ARTICLE V. SUBCONTRACTS (Continued)

2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the “Financial Closeout Report” (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA’s Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will

Special Terms and Conditions – Exhibit D
AP 1920 Contract

be questioned in the audit and may be disallowed by CDA during the audit resolution process.

- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE VII. PROPERTY (Continued)

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

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

1. Date acquired.
 2. Item description (include model number).
 3. CDA tag number.
 4. Serial number (if applicable).
 5. Purchase cost or other basis of valuation.
 6. Fund source
- F. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.
 2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives,

Special Terms and Conditions – Exhibit D
AP 1920 Contract

ARTICLE VII. PROPERTY (Continued)

personal computers, personal digital assistants, cell or smart phones,
multi-function printers, and laptops.

- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

Special Terms and Conditions – Exhibit D
AP 1920 Contract

ARTICLE VII. PROPERTY (Continued)

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

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. General
 - 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that

Special Terms and Conditions – Exhibit D
AP 1920 Contract

ARTICLE X. AUDIT REQUIREMENTS (Continued)

CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

- a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

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

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
- c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
- d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.

3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

Special Terms and Conditions – Exhibit D
AP 1920 Contract

ARTICLE X. AUDIT REQUIREMENTS (Continued)

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.

[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.

9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity,

Special Terms and Conditions – Exhibit D
AP 1920 Contract

ARTICLE X. AUDIT REQUIREMENTS (Continued)

and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE XI. INSURANCE (Continued)

- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
 - 2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

Special Terms and Conditions – Exhibit D
AP 1920 Contract

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE XII. TERMINATION (Continued)

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE XII. TERMINATION (Continued)

for such action and, any conditions of the termination, including the date of termination.

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

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

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

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

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS (Continued)

- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA045) to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI),

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

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

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

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

3. “Personal Identifying information” shall include, but not be limited to: name; identifying number; social security number; state driver’s license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor’s obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

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

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

Special Terms and Conditions – Exhibit D
AP 1920 Contract

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

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

H. Security Breach Notifications

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

I. Software Maintenance

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

J. Electronic Backups

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

K. Provisions of this Article

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

Special Terms and Conditions – Exhibit D
AP 1920 Contract

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

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

B. Rights in Data

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

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

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

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

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

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

**Special Terms and Conditions – Exhibit D
AP 1920 Contract**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
 - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for NAPIS.
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "older relative caregiver" [OAA § 373(a)-(b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

15. The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
- 93.042 Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).
- 93.043 Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III D).
- 93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B).
- 93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).
- 93.052 National Family Caregiver Support Program-Title III, Part E.
- 93.053 Nutrition Services Incentive Program.

“Cluster of programs” means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
 - a. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.
 - b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
 - d. Each service provider will:
 - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution; and
 - (iv) Establish appropriate procedures to safeguard and account for all contributions.
 - (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.
19. The Contractor, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
20. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
21. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
22. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
23. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
24. The Contractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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

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

- a. state, “The materials or product were a result of a project funded by a contract with the California Department of Aging”.
- b. give the name of the entity, the address, and telephone number at which the supporting data is available and
- c. include a statement that, “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”

B. Assurances Specific to the Ombudsman Program

The Contractor shall assure the following:

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

Additional Provisions – Exhibit E
AP 1920 Contract

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

5. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
6. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(5)(B)] [45 CFR 1324.13(c)(3)] [Welf. & Inst. Code § 9719(a)]
7. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures.. [OAA §§ 705(a)(6)(C); 712(d)(2)] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
8. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(7)] [45 CFR 1324.13(h)(10)] [Welf. & Inst. Code § 9717(c)] [Statewide Standards for Legal Assistance in California]
9. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

10. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:
 - a. All local staff that are wholly or partly funded by Ombudsman Program resources.
 - b. Their titles/roles within the Program.
 - c. The number of hours per week charged to the Local Ombudsman Program for each position.

[45 CFR 1324.13(b),(c)]
11. The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
12. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues [45 CFR 1324.13(b),(c)].
13. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records.
[OAA § 705(a)(6)(C)] [45 CFR 1324.19(b)(2)(i)]
[Welf. & Inst. Code §§ 9725; 15633(c)]
14. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c)]
[45 CFR 1324.13(d)] [Welf. & Inst. Code § 9716(a)]
15. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

C. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.
9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV of this Agreement entitled, Amendments, Revisions, or Modifications.

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements.
[Welf. & Inst. Code § 9102 (a)(5)]

- B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

- 1. Quarterly, the Contractor shall submit data reports for OAA-funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

- 2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

- 3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.

- 4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

ARTICLE II. REPORTING PROVISIONS (Continued)

C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program services

The Contractor shall submit program data reports electronically as follows:

1. Upload the NAPIS State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services Quarterly Aggregate Report Form (CDA 1022) via email to DataTeam.Reports@aging.ca.gov.
3. Submit performance data reports quarterly.
4. Submit NAPIS SPR reports annually.

D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.

1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.
 - a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to DataTeam.Reports@aging.ca.gov.
 - b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.
2. The Contractor shall review and verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections, in accordance with CDA requirements.

E. Reporting Provisions Specific to the Ombudsman Program

The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based NORS utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.

1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data sent to the corresponding AAA.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.
- F. The Contractor shall have written reporting procedures specific to each program which include:
1. Collection and reporting of program data for the Contractor and Subcontractor.
 2. Ensuring accuracy of all data from the Contractor and Subcontractor.
 3. Verification of the Contractor and Subcontractor data prior to submission to the CDA Data Team.
 4. Procedures for the Contractor and Subcontractor on correcting data errors.
 5. A methodology for calculating and reporting:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
 6. A performance data monitoring process.
- G. The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.

ARTICLE II. REPORTING PROVISIONS (Continued)

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

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

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

- 2. The Contractor shall also enter the quarterly aggregate number of “Elder Abuse Prevention, Education and Training Sessions” and “Elder Abuse Prevention Educational Materials” into CARS on a quarterly basis.
- 3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

ARTICLE III. APPEAL PROCESS

- A. The Contractor may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710. Such appeal shall be filed within thirty (30) days of receipt of CDA’s notice of adverse determination.
- B. Subcontractors of the Contractor may appeal the Contractor’s final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
1. A description of how clients will be notified about the change in their service provider.
 2. A plan to communicate with other organizations that can assist in locating alternative services.
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 5. A plan to transfer any confidential medical and client records to a new contractor.
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
 8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
 9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

A. Transition of Local Ombudsman Services

1. The Contractor shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.
2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:
 - a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.
 - b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

B. Transition Plan

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

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

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

2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
 - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.
 - b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.
3. The Transition Plan shall, at a minimum, include the following:
 - a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
 - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
 - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
 - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
 - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
- C. The Contractor shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the CDA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

AGREEMENT NUMBER TV-1920-15	PURCHASING AUTHORITY NUMBER (if applicable)
--------------------------------	---

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

CONTRACTING AGENCY NAME
 California Department of Aging
 CONTRACTOR NAME
 Kings/Tulare Area Agency on Aging

2. The term of this Agreement is:

START DATE
 July 1, 2019
 THROUGH END DATE
 June 30, 2020

3. The maximum amount of this Agreement is:

\$ 91,625 - Ninety-one thousand six hundred twenty-five and 00/100 dollars

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	13
Exhibit B	Budget Detail and Payment Provisions	10
Exhibit C*	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	34
Exhibit E	Additional Provisions	10

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.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
 Kings/Tulare Area Agency on Aging

CONTRACTOR BUSINESS ADDRESS 5957 South Mooney Blvd	CITY Visalia	STATE CA	ZIP 93277-9394
---	-----------------	-------------	-------------------

PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 California Department of Aging

CONTRACTING AGENCY ADDRESS 1300 National Drive, Suite 200	CITY Sacramento	STATE CA	ZIP 95834-1992
--	--------------------	-------------	-------------------

PRINTED NAME OF PERSON SIGNING Nate Gillen	TITLE Manager, Contracts & Business Services
---	---

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
---	-------------

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION, IF APPLICABLE AG OP 80-111.
--	---

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **TV-1920-15**.
2. The services shall be performed in Planning and Service Area(s): 15
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: Kings/Tulare Area Agency on Aging
Name: Fiscal, Data & Planning Manager	Name: Juliet Webb, Director Director
Phone (916) 419-7556	Phone: (559) 624-8079
Fax: (916) 928-2510	Fax: (559) 737-4694

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: Kings/Tulare Area Agency on Aging
Section/Unit: Business Services and Contracts	Section/Unit: Area Agency on Aging
Attention: Don Fingado	Attention: Christine Tidwell
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 5957 South Mooney Blvd, Visalia, CA, 93277-9394
Phone: (916) 419-7157	Phone: (559) 624-8063
Fax: (916) 928-2500	Fax: (559) 737-4694
Email: don.fingado@aging.ca.gov	Email: Ctidwell@tularehhsa.org

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

ARTICLE I. PROGRAM DEFINITIONS

- A. “American Job Centers” (AJC, also known as the One-Stop Centers) means agencies that are funded by the Workforce Innovation and Opportunities Act (WIOA). [20 CFR 678.900]
- B. “BCT Partners” is the entity designated by United States (U.S.) Department of Labor (DOL) to maintain the Title V Senior Community Service Employment Program (SCSEP) Performance and Results Quarterly Progress Report System (SPARQ) and the Web Data Collection System (WDCS).
- C. “Charter Oak Group” (COG) is the entity designated by DOL to create and maintain the Title V SCSEP WDCS handbook that provides direction on entering data into the WDCS.
- D. “Classroom Training Hours” means the number of hours spent in classroom training by Title V SCSEP participants. [20 CFR 641.540(c)]
- E. “Community-Service Employment” means part-time, temporary employment paid with contract funds in projects at host agencies through which eligible individuals are engaged in community service and receive work experience and job skills that can lead to unsubsidized employment. The term “community service assignment” is used interchangeably with “community service employment.” Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. [OAA § 518(a)(2)] [20 CFR 641.140] [20 CFR 641.577]
- F. “Core Measures” means performance measures that are subject to goal-setting and corrective action and are:
 - 1. Hours of community service employment;
 - 2. Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project;
 - 3. Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project;
 - 4. Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project;
 - 5. Indicators of effectiveness in serving employers, host agencies, and project participants;

ARTICLE I. PROGRAM DEFINITIONS (Continued)

6. Number of eligible individuals served; and
7. Number of most-in-need individuals served.

[OAA § 513(b)(1)] [OAA § 518(a)(3)(B)(ii) or (b)(2)] [20 CFR 641.700(b)]
[20 CFR 641.710]

- G. “Eligible Service Population” means unemployed, low-income, California residents who are fifty-five (55) years of age or older and who have poor employment prospects. [OAA § 518(a)(3)(A)] [20 CFR 641.500] [20 CFR 641.520(a)]

Priority must be given to individuals who are sixty-five (65) years of age and older or:

1. Sixty-five (65) years of age and older.
 2. Have a disability.
 3. Have limited English proficiency or low literacy skills.
 4. Reside in a rural area.
 5. Are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(5) 38 U.S.C. 4215(a).
 6. Have low employment prospects.
 7. Have failed to find employment after utilizing services provided through the One-Stop Delivery System.
 8. Are homeless or at risk for homelessness. [OAA § 518(b)] [20 CFR 641.520]
- H. “Host Agency” means a public agency or private non-profit organization exempt from taxation under § 501(c)(3) of the Internal Revenue Code of 1986 which provides a training work site and supervision for one or more participants. [20 CFR 641.140]
- I. “Hours of Community Service Employment” means the number of hours of community service provided by Title V SCSEP participants. [20 CFR 641.577] [20 CFR 641.710(a)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- J. “In-Kind Contributions” means the value of non-cash contributions donated to support the project or program (e.g., property, service, host agency supervisory time, etc.).
- K. “Indicators of Effectiveness in Serving Employers, Host Agencies, and Project Participants” is defined as the combined results of customer assessments of the services received by each of these three customer groups. [20 CFR 641.710(e)]
- L. “Infrastructure Costs” means the shared infrastructure costs negotiated between the Contractor and the local Workforce Development Board (WDB) to operate a local AJC or One-Stop Center. Shared infrastructure costs are required of all WIOA partners, including Title V SCSEP. These costs are identified in an executed Memorandum of Understanding (MOU) between the Contractor and the local WDB. Infrastructure Costs may be charged to Administration or Other Program. [29 U.S.C 3151] [20 CFR 678.400 through 20 CFR 678.510]
- M. “Job Ready” refers to individuals who do not require further education or training to perform work that is available in their labor market. [20 CFR 641.140]
- N. “Limited English Proficiency” (LEP) means individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. [20 CFR 641.140]
- O. “Low-Income” means family income not more than 125 percent (125%) of the federal poverty guidelines. [OAA § 518(a)(3)(A)] [20 CFR 641.500]
- P. “Measures of Performance” means the seven core measures that are subject to goal-setting and corrective action. [20 CFR 641.700(a)] 20 CFR 641.720]
- Q. “Median Earnings of Project Participants Who are in Unsubsidized Employment During the Second Quarter After Exit from the Project” is defined by the formula: For all participants who exited and are in unsubsidized employment during the second quarter after the exit quarter: The wage that is at the midpoint (of all the wages) between the highest and the lowest wage earned in the second quarter after the exit quarter. [20 CFR 641.710(d)]
- R. “Modified Positions” means the number of authorized training slots adjusted to account for states with a higher minimum wage paid to participants. [SCSEP Quarterly Progress Report, ETA 5140]
- S. “Number of Eligible Individuals Served” (service level) means the total number of participants served, divided by the Contractor’s authorized number of positions, after adjusting for minimum wage. [20 CFR 641.710(f)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- T. “Number of Most-in-Need Individuals Served” (service to most-in-need) means service to participants who meet any of the following characteristics:
1. Have a severe disability.
 2. Are frail.
 3. Are aged seventy-five (75) or older.
 4. Meet the eligibility requirements related to age for, but do not receive, benefits under Title II of the Social Security Act.
 5. Live in an area with persistent unemployment and are individuals with severely limited employment prospects.
 6. Have LEP.
 7. Have low literacy skills.
 8. Have a disability.
 9. Reside in a rural area.
 10. Are veterans.
 11. Have low employment prospects.
 12. Have failed to find employment after utilizing services provided under Title I of the Workforce Innovation and Opportunity Act, Public Law 113-128.
 13. Are homeless or at risk for homelessness.
- [OAA § 518(a)(3)(B)(ii) or (b)(2)] [20 CFR 641.710(g)]
- U. “On-The-Job-Experience (OJE) Training” means developing a training assignment that provides the participant an opportunity to develop and practice specific skills and/or experience, which are not attainable through the regular community service assignment. [Older Worker Bulletin No. 04-04]
- V. “Participant” means an individual who is eligible for the Title V SCSEP; is given a community service assignment; and is receiving services funded by the program for up to forty-eight (48) months. [OAA § 518(a)(3)] [20 CFR 641.140] [20 CFR 641.570(a)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- W. “Participant Position” means an authorized training slot whose unit cost includes administration; participant wage and fringe benefits; and other participant costs. The number of participant slots and the amount of funding available for a given fiscal year is based on an equitable distribution ratio determined by the U.S. Census and allocated by DOL. [OAA § 506(g)(1)] [OAA § 507] [20 CFR 641.140]
- X. “Participant Durational Limit” means a participant can be enrolled in the program for up to forty-eight (48) months. [OAA § 518(a)(3)(B)(i)] [20 CFR 641.570(a)] [California Department of Aging (CDA) Program Memo (PM) 10-19]
- Y. “Percentage of Project Participants Who are in Unsubsidized Employment During the Second Quarter After Exit from Project” is defined by the formula: The number of participants who exited during the reporting period who are employed in unsubsidized employment during the second quarter after the exit quarter divided by the number of participants who exited during the reporting period multiplied by 100. [20 CFR 641.710(b)]
- Z. “Percentage of Project Participants Who are in Unsubsidized Employment During the Fourth Quarter After Exit from the Project” is defined by the formula: The number of participants who exited during the reporting Period who are employed in unsubsidized employment during the fourth quarter after the exit quarter divided by the number of participants who exited during the reporting period multiplied by 100. [20 CFR 641.710(c)]
- AA. “Program Income” means income earned by the Contractor during the Contract period that is directly generated by an allowable activity supported by contract funds or earned as a result of the award of contract funds, and may include:
1. Voluntary contributions received from a participant or responsible party as a result of the service.
 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 3. Royalties received on patents and copyrights from contract supported activities.
 4. Proceeds from the sale of goods created under CDA grant funds.
- BB. “Recipient Local Share” means local cash and/or in-kind contributions made by the Contractor, Subcontractor, or other local resources and reported to CDA. [OAA § 502(c)(2)] [20 CFR 641.809]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- CC. “State Plan” means a plan that outlines a four-year strategy, and describes the planning and implementation process, for the statewide provision of community service employment and other authorized activities for eligible individuals under Title V SCSEP. [OAA § 503(a)] [20 CFR 641.140]
- DD. “Supportive Services” means services, such as transportation; health and medical services; special job-related or personal counseling; incidentals, such as work shoes, badges, uniforms, eyeglasses, and tools; child and adult care; housing, including temporary shelter; follow-up services; and needs-related payments which are necessary for an individual to participate in program activities authorized under Title V SCSEP. [OAA § 502(c)(6)(A)(iv)] [OAA § 518(a)(8)] [20 CFR 641.140] [20 CFR 641.545]
- EE. “Title V SCSEP Performance and Results Quarterly Progress Report System (SPARQ)” means the DOL system used to process and analyze Title V SCSEP data and the system used to view, print, and save Title V SCSEP quarterly progress reports, data quality reports, and management reports. [OAA § 503(f)(3)-(4)] [20 CFR 641.879(b)] [20 CFR 641.879(e)-(h)]
- FF. “Title V Senior Community Service Employment Program (SCSEP)” means a program that serves unemployed, low-income persons who are fifty-five (55) years of age and older and who have poor employment prospects by training them in part-time community service assignments and by assisting them in developing skills and experience to facilitate their transition to unsubsidized employment. [OAA § 502(a)(1)] [20 CFR 641.110]
- GG. “Transfer/Change Utility” means the WDACS procedure used to transfer a participant in SPARQ from one contractor to another or changing a sub-contractor within a subcontractor. [Title V SCSEP Data Collection Handbook Rev. 7 (March 2017), Participant Form Guide (page 39, number 17)]
- HH. “Unemployed” means an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income. [OAA § 518(a)(9)] [20 CFR 641.140]
- II. “Web Data Collection System (WDACS)” means the DOL web-based data collection system used to input all Title V SCSEP program and participant information into SPARQ. [OAA § 503(f)(3)-(4)] [SCSEP Data Collection Handbook Rev. 7 (March 2017) page i] [20 CFR 641.879(b)] [20 CFR 641.879(e)-(h)]

ARTICLE II. SCOPE OF WORK

- A. The Contractor or subcontractor shall perform the following if operating as a direct or contracted Title V SCSEP program:
1. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws, regulations, and this Agreement including but not limited to:
 - a. Older Americans Act (OAA) of 1965, as amended through Public Law 114-144, enacted April 1, 2016
 - b. 20 CFR Part 641 SCSEP: Final Rule, September 1, 2010.
 - c. .20 CFR Part 641 SCSEP; Performance Accountability, Final Rule, August 29, 2018.
 - d. 20 CFR Part 641 SCSEP; Performance Accountability, Interim Final Rule, December 1, 2017.
 - e. Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128.
 - f. 2 CFR Part 200, Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Final Rule.
 - g. 2 CFR Part 2900, Uniform Administrative, Requirements, Cost Principles and Audit Requirements for Federal Awards Technical Amendments, Department of Labor (DOL).
 - h. 20 CFR 678.400 through 20 CFR 678.510.
 - i. Jobs for Veterans Act of 2002, Public Law 107-288. [38 U.S.C. 4215]
 - j. Age Discrimination in Employment Act of 1967, Public Law 90-202.
 - k. California Healthy Workplaces/Healthy Families Act 2014.
 - l. Age Discrimination Act of 1975. [42 U.S.C. 6101 to 6107]
 - m. Terms and Conditions of this Agreement and the Terms and Conditions of the current SCSEP grant.

ARTICLE II. SCOPE OF WORK (Continued)

- n. Other CDA PMs, laws, regulations, and guidance pertaining to Title V SCSEP posted on the CDA website.
 - o. Any other subsequent TEGLs, memos, bulletins, or similar instructions issued during the term of this Agreement by DOL.
2. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year. [20 CFR 641.430(e)-(f)] [2 CFR 200.327] [2 CFR 200.328]
 3. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals have the opportunity to participate in the program. [20 CFR 641.515(a)]
 4. Provide a paid orientation to participants that include information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; CDA Participant Termination Policy; CDA Grievance Policy; CDA Authorized Break in Participation Policy; and permitted and prohibited political activities. [20 CFR 641.535(a)(1)] [20 CFR 641.535(a)(9)] [20 CFR 641.570(d)] [CDA PM 11-06] [CDA PM 11-20] [CDA PM 14-15]
 5. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; needs for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two (2) times during a 12-month period. [20 CFR 641.535(a)(2)]
 6. Provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and must reflect the needs as well as the expressed interests and desires of the participant. The initial IEP should include an appropriate employment goal for each participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessments. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals. [20 CFR 641.140] [20 CFR 641.535(a)(3)]
 7. Provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP. [20 CFR 641.535(a)(5)-(6)]

ARTICLE II. SCOPE OF WORK (Continued)

8. Submit all requests for an OJE to CDA for approval prior to exercising the OJE with any participants. OJE training is permitted with the same employer, but no more than five (5) times per year for the same job category. [Older Worker Bulletin No. 04-04]
9. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every twelve (12) months. Documentation records shall be maintained in a confidential manner. [20 CFR 641.505]
10. Cooperate with community, employment, and training agencies, including agencies under the WIOA, to provide services to low-income older workers. [20 CFR 641.200]
11. Participate in the development of the Title V SCSEP State Plan. Local activities must support the strategic focuses outlined in the Title V SCSEP State Plan. [20 CFR 641.315(a)]
12. Submit a SCSEP Project Quarterly Narrative Progress Reports to CDA each quarter using guidance distributed by CDA. [20 CFR 641.879(f)]
13. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention. [20 CFR 641.545(c)]
14. Execute a signed Memorandum of Understanding (MOU) between the Local Workforce Development Board(s) and the Contractor detailing how services will be provided and identifying the Contractor required shared infrastructure costs. [WIOA, Public Law 113-128]

The MOU must contain the following components:

- a. A description of the functions/services to be performed for AJC (One-Stop Center) clients.
- b. An explanation of how the costs of these functions/services and AJC (One-Stop Center) operations will be funded, including WIOA required shared contributions to infrastructure costs. Negotiated infrastructure costs must be captured on the Contractor's budget under Administration or Program Other.

ARTICLE II. SCOPE OF WORK (Continued)

- c. A description of the methods to be used for referring clients among the partners.
- d. The duration of the MOU and procedures for amending it.

[29 U.S.C. 3151] [20 CFR 678.400 through 20 CFR 678.510]

- 15. Maintain an up-to-date SCSEP Data Collection Handbook, BCT Partners Data Validation Handbook, and copies of both State and federal departmental requirements so that all responsible persons have ready access to standards, policies, and procedures. [20 CFR 641.879(b)] [20 CFR 641.879(d)-(e)]
- 16. Use the program data collection and reporting system as required by CDA in Exhibit E of this Agreement. [OAA § 503(f)(3)-(4)]
- 17. Submit all requests for a Transfer/Change utility transaction in SPARQ to CDA for prior approval. [Title V SCSEP Data Collection Handbook Rev. 7 (March 2017), Participant Form Guide (page 39, number 17)]
- 18. Not enroll individuals who can be directly placed into unsubsidized employment. [20 CFR 641.512].
- 19. Use the COG's SCSEP Data Collection Handbook, provided on COG's website, for DOL policy guidance, frequently asked questions, and revisions to the handbook.
- 20. The Healthy Workplaces/Healthy Families Act of 2014 provides paid sick leave to all California employees who work for the same employer ninety (90) or more days.

SCSEP programs must:

- a. Provide participants with twenty-four (24) hours of sick leave at the start of each program year, provided the participant(s) have been with SCSEP longer than ninety (90) days.
- b. Unspent sick leave time will not be carried over to the following program year.
- c. A participant is entitled to use paid sick days beginning on the 90th day of the training assignment.

ARTICLE II. SCOPE OF WORK (Continued)

- d. Participants on sick leave are not permitted to participate in any trainings, workshops, and/or meetings.
- e. When a participant uses sick leave, the participant must record absent hours on that pay period's time sheet.

B. Core Measures [20 CFR 641.700(b)]

The Contractor shall, or if subcontracted, the Subcontractor shall, meet the biennially negotiated performance measures established by the DOL, which include the following core measures:

1. Hours of community service employment.
2. Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project.
3. Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from project.
4. Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project.
5. Indicators of effectiveness in serving employers, host agencies, and project participants.
6. The number of eligible individuals served.
7. The number of most-in-need individuals served.

[OAA § 513(b)(1)] [20 CFR 641.700(b)] [20 CFR 641.710]

C. In addition to the conditions above, the Contractor shall perform the following if subcontracting for Title V SCSEP program services [2 CFR 200.327] [2 CFR 200.328]:

1. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement.
2. Conduct an annual onsite monitoring, evaluate, and document the Subcontractor's performance and compliance with this Agreement.

ARTICLE II. SCOPE OF WORK (Continued)

3. Provide training, support and technical assistance to the Subcontractor(s) as needed and respond in writing to all written requests from the Subcontractor(s) for guidance, and interpretation of instructions.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
TV 1920 Contract**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

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

Out of State:

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

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

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

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
TV 1920 Contract**

ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200]

2. Financial Management Systems

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

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

C. Unexpended Funds

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
TV 1920 Contract**

ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

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

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced, (2) some contracts may be reduced by a greater amount than others, and (3) 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
TV 1920 Contract

ARTICLE I. FUNDS (Continued)

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)]
2. Interest earned on advances of federal funds shall be identified as non-match cash.
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
TV 1920 Contract**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
 2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
 3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
TV 1920 Contract**

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. “Program income” is revenue generated by the Contractor or subcontractor from contract-supported activities and includes:
 - a. Voluntary contributions received from a participant or responsible party as a result of the service.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract supported activities.
 - d. Proceeds from the sale of items fabricated under a contract agreement.
2. Costs of generating program income may be deducted from gross income to determine program income earned, provided these costs are not charged to contract funds.
3. Program income must be expended prior to drawing down additional funds as required in [2 CFR 200.305(b)(5)] and [2 CFR 200.307(e)].
4. Program Income remaining at the end of the period of performance must be returned to CDA.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
TV 1920 Contract**

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

B. Recipient Local Share

Recipient Local Share (cash and/or in-kind) must be reported monthly, and shall be limited to:

1. Cash and/or in-kind contributions, if such contributions are used to meet program requirements.
2. Recipient Local Share (cash or in-kind) verifiable from the records of the Contractor or subcontractor.
3. Recipient Local Share used for allowable costs in accordance with the Code of Federal Regulations [2 CFR 200] and [2CFR 2900].
4. On-the-Job Experience expenditures applied to wages and fringe benefits, other program costs, or administration, shall be identifiable in the Contractor's records.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original Title V Budget with the annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically, a budget revision thirty (30) days after receiving an amended Title V Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. Budget revisions may be submitted as necessary, but no later than (60) days prior to the ending date of the Contract.
- D. Line Item Budget Transfers

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

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
TV 1920 Contract**

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

- E. The Contractor is limited to eight percent (8%) of the federal allocation for Administration.
- F. Administrative costs for a subcontractor are not limited to eight percent (8%) of the federal allocation and should be reported as Subcontractor Administration in the Title V Budget.
- G. Consultant fees are limited to \$710 per day without prior DOL Grant approval.
- H. The Contractor shall ensure that of the total federal funds expended, not less than seventy-nine percent (79%) shall be spent for Participant Wages and Fringe Benefits.
- I. The Contractor is not required to budget On-the-Job Experience (OJE) training costs separate from other costs; costs shall be tracked during the Contract period in the Contractor's records.
- J. The Contractor may charge expenditures associated with participant assessment, training, job development, counseling functions, etc. to the Program Other category in the Title V Budget.
 - 1. Equipment/Property with a per unit cost between \$500 and \$4,999 requires justification and approval from the Department, and must be included in the CDA 35 Title V/SCSEP Budget.
 - 2. Equipment/Property with a per unit cost of \$5,000 or more requires justification and approval from the Department of Labor. The contractor must submit a detailed description list to be included in the CDA 35 Title V/SCSEP Budget within 30 days of contract issuance date. [2CFR200.33], [2 CFR 200.313] and [2 CFR 200.439].
- K. Senior Community Service Employment Program (Title V) Budget must be submitted in accordance with the Budget Instruction Package, as issued by CDA, before the start-up of each fiscal year. The (Title V) Budget must correlate with Title V SCSEP activities and functions, stipulated within the annual Title V SCSEP Application.

ARTICLE V. PAYMENT

- A. The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
TV 1920 Contract**

ARTICLE V. PAYMENT (Continued)

- B. Payments will be made to reimburse expenditures reported unless payment method was established as a Request for Funds basis for the contract term at the time of contract execution.
- C. During the Contract period, the Contractor shall report quarterly accruals and monthly actual expenditures. [2 CFR 2900 14]
- D. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

ARTICLE VI. CLOSEOUT

- A. The Title V/SCSEP Financial Closeout Report (CDA 90) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors must submit to CDA Closeout Reports as instructed by CDA.
- B. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

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

Exhibit B- Budget Detail, Payment Provisions, and Closeout

SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM
Budget Display
Fiscal Year 2019-20
July 1, 2019 - June 30, 2020
Kings/Tulare Area Agency on Aging

	Initial Allocation	Amendment #1	Total	
FEDERAL FUND PROGRAMS:				
Federal Title V *	91,625	-	91,625	1
Subtotal	91,625	-	91,625	
* Maximum of 8% allowed for Administration				
* Minimum of 79% for participant wages and fringe benefits				
TOTAL FEDERAL TITLE V	91,625	-	91,625	

of Participant Slots 10

The minimum match requirement is: 10,773

Funds for this contract are provided by using the U.S. Department of Labor Training & Employment Grant

CFDA#	Project Title	Grant #	Effective Date
17.235	SCSEP-State Grants	TBA	7/1/2019

**1. Funds must be expended by 6/30/20 and final expenditures reported in closeout by 7/30/20.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

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

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

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

15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “OAA” means Older American Act.
18. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
19. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
20. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
21. “Recoverable cost” means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older American Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

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

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

B. Subcontracts

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

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

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

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

3. California Civil Rights Laws

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

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

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

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

D. Standards of Work

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

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

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

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

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

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145]
[29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

- d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
 3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.
- I. Contracts in Excess of \$100,000
- If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:
1. Clean Air Act, as amended. [42 USC 7401]
 2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
 5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]
- J. Debarment, Suspension, and Other Responsibility Matters
1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an “Active” status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify “Active” status the Contractor’s DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

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

O. Lobbying Certification

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

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

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

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

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 is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE V. SUBCONTRACTS (Continued)

- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

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

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
 - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE V. SUBCONTRACTS (Continued)

2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the “Financial Closeout Report” (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA’s Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

be questioned in the audit and may be disallowed by CDA during the audit resolution process.

- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE VII. PROPERTY (Continued)

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

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

1. Date acquired.
 2. Item description (include model number).
 3. CDA tag number.
 4. Serial number (if applicable).
 5. Purchase cost or other basis of valuation.
 6. Fund source
- F. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.
 2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives,

Special Terms and Conditions – Exhibit D
TV 1920 Contract

ARTICLE VII. PROPERTY (Continued)

personal computers, personal digital assistants, cell or smart phones,
multi-function printers, and laptops.

- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE VII. PROPERTY (Continued)

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

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. General
 - 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that

Special Terms and Conditions – Exhibit D
TV 1920 Contract

ARTICLE X. AUDIT REQUIREMENTS (Continued)

CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

- a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

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

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
- c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
- d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.

3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.

[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.

9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity,

Special Terms and Conditions – Exhibit D
TV 1920 Contract

ARTICLE X. AUDIT REQUIREMENTS (Continued)

and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE XI. INSURANCE (Continued)

- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
 - 2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE XII. TERMINATION (Continued)

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE XII. TERMINATION (Continued)

for such action and, any conditions of the termination, including the date of termination.

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

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

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

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

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS (Continued)

- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA045) to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI),

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

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

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

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

3. “Personal Identifying information” shall include, but not be limited to: name; identifying number; social security number; state driver’s license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor’s obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

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

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

Special Terms and Conditions – Exhibit D
TV 1920 Contract

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

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

H. Security Breach Notifications

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

I. Software Maintenance

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

J. Electronic Backups

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

K. Provisions of this Article

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

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

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

B. Rights in Data

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

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

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

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

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

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

**Special Terms and Conditions – Exhibit D
TV 1920 Contract**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

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

ARTICLE I. ASSURANCES SPECIFIC TO TITLE V SCSEP

- A. The Contractor shall assure the following:
1. Services are provided only to the defined eligible service population. [20 CFR 641.500]
 2. Participants enrolled in the Title V SCSEP shall receive at least the current State minimum wage or the prevailing local wage, whichever is higher, plus all fringe benefits required by law. The Contractor or subcontractor must provide uniform fringe benefits to all participants. Participants must be paid for orientation, training, assessment, individual employment planning, and community service assignment work hours. [OAA § 502(c)(6)(A)] [OAA § 504(b)] [20 CFR 641.565]
 3. Participants shall be provided skill enhancement opportunities, personal and employment-related counseling, assistance in transition to unsubsidized employment, and other benefits. [20 CFR 641.535]
- B. The Contractor shall assure that the Title V SCSEP will serve the eligible service population and give priority to individuals who:
1. Are sixty-five (65) years of age or older.
 2. Have a disability.
 3. Have LEP or low literacy skills.
 4. Reside in a rural area.
 5. Are veterans or spouses of veterans as defined in 20 CFR 641.520(b).
 6. Have low employment prospects.
 7. Have failed to find employment after utilizing services provided through the AJC Delivery System; or
 8. Are homeless or at risk for homelessness.
- [OAA § 518(b)] [20 CFR 641.520]
- C. The Contractor shall develop and implement methods to recruit minority populations to ensure they are enrolled at least in proportion to their numbers in the population in the area. [OAA § 515(c)]

**Additional Provisions – Exhibit E
TV 1920 Contract**

ARTICLE I. ASSURANCES SPECIFIC TO TITLE V SCSEP (Continued)

- D. The Contractor will comply with an average participation cap for eligible individuals of no more than twenty-seven (27) months in the aggregate, unless requested and approved by DOL. [OAA § 502(b)(1)(C)] [20 CFR 641.570(c)]
- E. The Contractor will assure that community service assignments must not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not Title V SCSEP participants. [OAA § 502(b)(1)(G)] [20 CFR 641.844(1)]
- F. The Contractor will use a tool that encompasses all program requirements found in CDA's Title V SCSEP monitoring tool when monitoring local project (subcontractors).
- G. The Contractor will follow CDA's Participant Termination Policy (PM 11-20). [20 CFR 641.580] [20 CFR 641.910]
- H. The Contractor shall establish grievance procedures for resolving participant's questions and complaints. In addition, the Contractor shall comply with all non-discrimination provisions related to Title V SCSEP funds. [20 CFR 641.827]; [20 CFR 641.910]; CDA PM 11-20 and CDA PM 11-06. The grievance procedure shall in the case of:
 - 1. Civil Rights violations, advise participants to submit their questions or file complaints with the Director, Civil Rights Center, U.S. Department of Labor, Room N-4123, 200 Constitution Avenue, N.W., Washington, D.C. 20210.
 - 2. Non-Civil Rights violations, advise participants who are not satisfied with the final determination of his/her grievance, to file an appeal with DOL within thirty (30) days of the determination. Said appeal shall be directed to Chief, Division of Adult Services, Employment and Training Administration, U.S. Department of Labor 200 Constitution Avenue, N.W., Washington, D.C. 20210.

I. Political Activities

The Contractor shall assure the following:

- 1. The Contractor will post a notice at each training site and make available to each participant, a written explanation of allowable and unallowable political activities in accordance with OAA § 502(b)(1)(P) and 20 CFR 641.836.

ARTICLE I. ASSURANCES SPECIFIC TO TITLE V SCSEP (Continued)

2. Notices shall state that Title V SCSEP participants may engage freely in the political process with the following exceptions:
 - a. Participants may not engage in partisan or nonpartisan political activities during hours for which they are being paid with Title V SCSEP funds. [20 CFR 641.836(d)(1)]
 - b. Participants may not present themselves as a spokesperson for Title V SCSEP while engaged in political activity. [20 CFR 641.836(d)(2)]
 - c. Participants may not be assigned to the office of a Member of Congress, a State or local legislator, or on the staff of any legislative committee. [20 CFR 641.836(d)(3)]

- J. The Contractor shall have appropriate office space for conducting private participant interviews to enable participants to freely discuss their backgrounds and experiences in a confidential manner.

- K. The Contractor shall comply with CDA's Title V SCSEP Authorized Break in Participation Policy (CDA PM 14-15). [20 CFR 641.570(d)]

- L. The Contractor shall ensure participants have safe and healthy working conditions at their community service employment worksites. [OAA § 502(b)(1)(J)] [20 CFR 641.535(a)(10)]

- M. The Contractor acknowledges that CDA reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
 1. The copyright in all products developed under this contract, including a subcontract.
 2. Any rights of copyright to which the Contractor or subcontractor purchases ownership under an award (including, but not limited to; curricula, training models, technical assistance products, and any related materials).
 3. Products developed in whole or in part with contract funds shall include the following language:

**Additional Provisions – Exhibit E
TV 1920 Contract**

ARTICLE I. ASSURANCES SPECIFIC TO TITLE V SCSEP (Continued)

- a. This product was funded by a contract awarded by CDA and the U.S. Department of Labor's Employment and Training Administration.
 - b. The product was created by the Contractor and does not necessarily reflect the official position of CDA and the U.S. Department of Labor.
 - c. No guarantees, warranties or assurances of any kind, express or implied are made with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.
- N. Contractor acknowledges that federal funds may not be expended for health benefits coverage that includes coverage of abortions, except where the abortion is due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. This does not prohibit providing health benefits coverage for abortions when all funds for that specific benefit do not come from a federal source. Additionally, Contractor agrees that no federal funds may be provided to a local government if that local government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.
- O. Contractor agrees to comply with the Flood Disaster Protection Act of 1973, and will not use federal funds to acquire, modernize or construct property in flood-prone communities, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of identification.
- P. Contractor agrees that its employees and volunteers will not engage in severe forms of trafficking in persons during the period of time that the award is in effect, procure a commercial sex act, during the period of time that the award is in effect, use forced labor in the performance of the Contract. This Agreement is subject to provisions of the Trafficking Victims Protection Act of 2000, and violations of this Article may result in termination of this Contract.
- Q. Contractor agrees that work created with the support of federal funds shall be licensed under a Creative Commons Attribution 4.0 (CC BY) license. Work that

ARTICLE I. ASSURANCES SPECIFIC TO TITLE V SCSEP (Continued)

must be licensed under the CC BY includes both new content created with federal funds and modifications made to pre-existing, recipient-owned content using grant funds. Notice of the license shall be affixed to the work.

R. Contractor acknowledges that CDA may be required to maintain the currency of information in the Federal Awardee Performance and Integrity Information System (FAPIS). Contractor agrees to submit the following information to CDA within 30 days when in connection with the performance of this contract:

1. A criminal proceeding
2. A civil proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages
3. An administrative proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages
4. Any other criminal, civil or administrative proceeding that could have resulted in a fine, penalty, reimbursement, restitution, or damages

S. Contractor agrees that the federal government shall have certain intellectual property rights in adherence with the Bayh-Dole Act (the Patent and Trademark Law Amendments Act), as codified at 37 CFR 401.3 and 401.14. These requirements describe the ownership of intellectual property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant.

ARTICLE II. REPORTING PROVISIONS

A. The Contractor shall:

1. Enter program and participant data into SPARQ using the WDCS on a routine basis.
2. Review and continually seek to clear errors in the WDCS and the data must be timely, complete, accurate, and verifiable.
3. Create a plan to ensure accuracy of data from all levels which includes a method for the Contractor or subcontractors to verify the accuracy of the data prior to submission to CDA.

ARTICLE II. REPORTING PROVISIONS (Continued)

4. Train and orient staff and subcontractor's staff on data collection and reporting requirements.

- B. The Contractor shall review DOL Case Management System (CMS) weekly, in accordance with DOL requirements to ensure accuracy of data entry into the WDCS.

- C. The Contractor shall review Data Quality Reports, monthly, in accordance with DOL requirements to ensure accuracy of data inputted into the WDCS.

- D. The Contractor shall submit a Corrective Action Plan describing the actions to be taken to achieve the performance goals if the project did not achieve the established performance goals in the previous fiscal year. [20 CFR 641.740(b)]

- E. For purposes of reporting in the Schedule of Expenditures of Federal Awards in the audit, the federal grantor is the U.S. Department of Labor, Employment and Training Administration. The Catalog of Federal Domestic Assistance Number is 17.235.

[OAA § 503(f)(3)(4)] [20 CFR 641.879]

- F. The Contractor shall submit its Title V SCSEP Project Quarterly Narrative Progress Report to CDA twenty (20) days after the close of each quarter using guidance distributed by CDA. [20 CFR 641.879(f)]

ARTICLE III. APPEAL PROCESS

In the event of a contract dispute or grievance regarding the terms and conditions of this Contract, both parties shall abide by the following procedures:

- A. The Contractor shall first discuss the problem informally with the designated Coach of the Area Agency on Aging (AAA)-based team within CDA. If the problem is not resolved, the Contractor must, within fifteen (15) working days of the failed attempt to resolve the dispute with the designated Coach of the AAA-based team within CDA, submit a written complaint together with any evidence to the Long-Term Care and Aging Services Division Deputy Director. The complaint must include the disputed issues, the legal authority/basis for each issue which supports the Contractor's position and the remedy sought. The Deputy Director shall, within fifteen (15) working days after receipt of the Contractor's written complaint, make a determination on the dispute and issue a written decision and reasons therefore. All written communication shall be pursuant to Exhibit D, Article XVI., of this Agreement. Should the Contractor

ARTICLE III. APPEAL PROCESS (Continued)

disagree with the decision of the Deputy Director, the Contractor may appeal the decision to CDA's Chief Deputy Director.

- B. The Contractor's appeal must be submitted within ten (10) working days from the date of the decision of the Long-Term Care and Aging Services Division Deputy Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of the Contractor's appeal, the Chief Deputy Director or designee shall meet with the Contractor for review of the issues raised on appeal and issue a final written decision.
- C. The Contractor may appeal the final decision of CDA's Chief Deputy Director in accordance with the procedures set forth in 1 CCR 1200.
- D. Costs incurred by the Contractor or subcontractor for administrative or court review are not reimbursable.

ARTICLE IV. TITLE V SCSEP CONTRACTOR TRANSITION PLAN

- A. The Contractor shall submit a transition plan to CDA within fifteen (15) business days of delivery of a written Notice of Termination by CDA or Notice of Intent to Terminate by the Contractor. The transition plan must be approved by CDA and shall at a minimum include the following:
 - 1. A thirty (30) day written notice informing participants of program closure, reduction of slots, or change in service provider.
 - 2. A process on how confidential records of participants and database files will be relinquished by the Contractor and transferred to the new service provider.
 - 3. A process to communicate with national Title V SCSEP grantees to transfer current participants into other employment/training opportunities.
 - 4. A process on how supportive services will be identified and provided to participants to ease in the transition.
 - 5. A process to conduct a property inventory and plan to dispose of, transfer, or return to CDA all equipment purchased during the entire operation of the Contract.

**Additional Provisions – Exhibit E
TV 1920 Contract**

ARTICLE IV. TITLE V SCSEP CONTRACTOR TRANSITION PLAN (Continued)

6. A description of adequate staff to provide continued service through the term of the existing Contract. [22 CCR 7206(e)(4)]
- B. The Contractor shall implement the transition plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. The Contractor agrees to implement a transition plan submitted by CDA to the Contractor when the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII.

ARTICLE V. ADDITIONAL FEDERAL REQUIREMENTS

This Agreement is subject to the requirements of the U.S. Department of Labor (DOL)'s Senior Community Service Employment Program (SCSEP) grant Terms and Conditions and Assurances. By receiving funds under this Agreement, the Contractor agrees that it will carry out the project/program as authorized and will comply with the terms and conditions and other requirements of this Agreement, including but not limited to:

A. U.S. Department of Labor Training and Guidance Letter (TEGL) 17-17

Contractor is bound by the authorizations, restrictions, and requirements contained in the U.S. Department of Labor, Training and Guidance Letter (TEGL) 17-17, SCSEP Planning Instructions and Allocations.

B. Salary and Bonus Limitations (TEGL 5-06)

This award is subject to the Salary and Bonus limitations in Public Law 109-234. The limitation applies to all programs administered or funded by the U.S. Department of Labor and covers any salary or bonus payments made by the Contractor or subcontractor to an individual.

C. Requirements for Conferences and Conference Space

Conferences sponsored in whole or in part by the Contractor are allowable if the conference is necessary and reasonable for the successful performance of the federal award. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432.

ARTICLE V. ADDITIONAL FEDERAL REQUIREMENTS (Continued)

D. Executive Orders

The Contractor shall assure compliance with the following Executive Orders (EO)

1. EO 12928 - Contractor is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions; Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
2. EO 13043 - Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
3. EO 13513 - Contractors and subcontractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government Owned Vehicles (GOV), while driving Privately Owned Vehicles (POV) when on official Government business, or when performing any work for, or on behalf of the Government.
4. EO 13166 - Contractor shall take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

E. Reporting Total Compensation of Contractor Executives

The Contractor shall report the names and total compensation of its top five (5) most highly compensated executives for the preceding fiscal year unless the Contractor's gross income from all federal contracts and subcontracts is under \$300,000. Such report shall be made to CDA no later than thirty (30) days after the execution of this Agreement.

F. Reporting Fraud, Abuse, and Criminal Conduct (TEGL 2-12)

The Contractor shall immediately document and report to CDA allegations, suspicions and complaints involving possible fraud, program abuse and criminal misconduct. In addition, situations involving imminent health or safety concerns,

ARTICLE V. ADDITIONAL FEDERAL REQUIREMENTS (Continued)

or the imminent loss of funds exceeding an amount larger than \$50,000 (e.g. \$500,000), are considered emergencies and must immediately be reported to CDA by telephone and followed up with a written report, no later than one working day after the telephone report. No action will be taken against any complainant for disclosing information concerning criminal or improper activities or making a valid complaint to proper authorities. Complainants may remain anonymous.

G. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225(a), the Contractor must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Contractors may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if the property is in compliance, or to find other information about the Act.

H. Contracting with Corporations

The Contractor is prohibited from knowingly entering into a contract, memorandum of understanding, or cooperative agreement with any corporation or its subsidiary that:

1. Was convicted of a felony criminal violation under any federal law within the preceding twenty-four (24) months.
2. Has any unpaid federal tax liability for which all judicial and administrative remedies have been exhausted.
3. Is an inverted domestic corporation under Section 835(b) of the Homeland Security Act of 2002. [6 U.S.C. 395(b)]

I. Prohibition on Procuring Goods Obtained Through Child Labor

No funds may be obligated or expended for the procurement of goods mined, produce, manufactured, or harvested or services rendered, in whole or in part, by forced labor in industries identified by DOL. (Public Law 115-31, Division H, Title I, Section 103]

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

ARTICLE I. CONTACT INFORMATION

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **MS-1920-33**. The number of client months under this Agreement is 1,956.
2. The services shall be performed in the catchment area zip codes listed in Exhibit G.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: Kings/Tulare Area Agency on Aging
Name: MSSP Operations Manager	Name: Pamela Nelson, Site Director
Phone (916) 419-7561	Phone: (559) 623-0191
Fax: (916) 928-2508	Fax: (559) 713-3733

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: Kings/Tulare Area Agency on Aging
Section/Unit: Business Services and Contracts	Section/Unit: Multipurpose Senior Services Program
Attention: Don Fingado	Attention: Christine Tidwell
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 5957 S. Mooney Blvd, Visalia, CA, 93277-9394
Phone: (916) 419-7157	Phone: (559) 624-8063
Fax: (916) 928-2500	Fax: (559) 713-3733
Email: don.fingado@aging.ca.gov	Email: Ctidwell@tularehhsa.org

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

ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

The MSSP is a Medi-Cal Home and Community Based Services Waiver, Control Number CA.0141.R05.02 authorized pursuant to Section 1915(c) of Title XIX of the Social Security Act ([HCBS Waiver](#)). The primary objectives of the MSSP are to:

1. Avoid the premature placement of frail older persons in nursing facilities
2. Foster independent living in their communities

Pursuant to an Interagency Agreement between Department of Health Care Services (DHCS) and California Department of Aging (CDA), CDA contracts with local government entities and private nonprofit organizations for local administration of the MSSP throughout the State. The Contractor is responsible for arranging for and monitoring community services to the MSSP Waiver Participant population in the catchment area identified in Exhibit G of this Agreement. Individuals eligible for MSSP must be age sixty-five (65) or older; meet the eligibility criteria as a Medi-Cal recipient with an eligible Medi-Cal Aid Code for MSSP as described in the MSSP Medi-Cal Aid Codes, Article V of this Exhibit; be certifiable for placement in a nursing facility; live within a site's catchment area; be served within the program's cost limitations; and be appropriate for care management services.

The Contractor uses a care management team to assess eligibility and need, and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's Medi-Cal Fiscal Intermediary and a PLAN(S) (see definition in Article VI of this Exhibit).

ARTICLE III. MSSP PROGRAM OPERATIONS

The Contractor shall be responsible for all care management obligations including processing Waiver Participant applications, determining eligibility, conducting assessments, developing care plans, case recording and documentation, and providing follow-up. The Contractor shall directly provide or arrange for the continuous availability and accessibility of all services identified in each Waiver Participant's care plan. The Contractor shall also ensure that the administrative integrity of the MSSP is maintained at all times. In order to maintain adequate administrative control, the Contractor shall incorporate the following components into the scope of operations:

A. Care Management Team

1. The Contractor shall maintain and have on file a written description and an organizational chart that outlines the structure of authority, responsibility, and accountability within the MSSP and the MSSP parent organization. The Contractor shall provide to its assigned CDA analyst, a copy of the organization chart within thirty (30) days of the execution of this Agreement.
2. The Contractor shall employ a care management team, which consists of a social worker and a registered nurse, that meet the qualifications set forth in

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

the Waiver. The care management team shall determine Waiver Participant eligibility based on the criteria specified in the MSSP Site Manual. This team shall work with the Waiver Participant throughout the care management process (e.g., assessment, care plan development, service coordination, and service delivery).

3. The care management team shall: 1) provide information, education, counseling, and advocacy to the Waiver Participant and family, and 2) identify resources to help assure the timely, effective, and efficient mobilization and allocation of all services, regardless of the source, to meet the Waiver Participant's care plan goals.
4. The Contractor shall annually self-certify that staff meet the requirements as outlined in the MSSP site manual as well as participate in required trainings.

B. Care Plan

1. The Contractor's Care Management Team shall perform the MSSP Waiver Participant's assessments and work with the MSSP Waiver Participant, family, PLAN(S), and others to develop a care plan covering the full range of required psycho-social and health services. The Care Management Team shall continue to work with the MSSP Waiver Participant to assure that the Waiver Participant is receiving and benefiting from the services and to determine if modification of the care plan is required.
2. Such MSSP subcontracts shall specify terms and conditions and payment amount and shall assure that subcontractors shall not seek additional or outstanding unpaid amounts from the MSSP Participant or the PLAN(S).

C. Purchased Waiver Services

"Purchased Waiver Services" means goods and services approved for purchase under Title XIX of the Social Security Act, 1915(c) Home and Community Based Waiver authority. The list of MSSP Purchased Waiver Services is included in Article VI. The Contractor may purchase MSSP Purchased Waiver Services when necessary to support the well-being of a MSSP Waiver Participant.

1. Prior to purchasing services, the Contractor shall verify, and document its efforts, that alternative resources are not available (e.g. family, friends and other community resources).
2. The Contractor may either enter into contracts with subcontractors to provide Purchased Waiver Services or directly purchase items through the use of a purchase order.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

3. The Contractor shall maintain written, signed and dated, subcontracts for the following array of Purchased Waiver Services as defined in MSSP Site Manual at all times during the terms of this Agreement:
 - a) Adult Day Care (ADC)
 - b) Housing Assistance
 - c) Supplemental Personal Care Services
 - d) Care Management
 - e) Respite Care
 - f) Transportation
 - g) Meal Services
 - h) Protective Services
 - i) Special Communications
4. The Contractor shall assure that its subcontractors have the license(s), credentials, qualifications or experience to provide services to the MSSP Participant.
5. The Contractor shall be responsible for coordinating and tracking MSSP Purchased Waiver Services for a MSSP Waiver Participant.
6. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that Waiver Participant inquiries and requests for service(s) receive prompt response.

D. Case Files

The Contractor shall maintain an up-to-date, centralized, and secured case file record for each Waiver Participant, consisting, at a minimum, of the following documents prescribed by CDA:

1. Application for the MSSP
2. MSSP Authorization for Use and Disclosure of Protected Health Information
3. Client Enrollment/Termination Information
4. Level of Care Certification “Level of Care” (LOC) means a clinical certification by the Contractor that a MSSP Applicant or MSSP Waiver Participant meets the requirement(s) for a nursing facility placement.
5. MSSP Initial Health Assessment, MSSP Initial Psychosocial Assessment, and MSSP Reassessments

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

6. Care Plan and Service Planning and Utilization Summary (SPUS)
7. Waiver Participant monthly progress notes and other Waiver Participant-related information (e.g., correspondence, medical/psychological/social records, service delivery verification)
8. Denial or discontinuance letters (Notice of Action)
9. Termination documents
10. Fair Hearing documentation

E. Management Information Systems (MIS)

The Contractor shall maintain and operate an MIS at its site. The Contractor shall:

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers.
2. Provide adequate staff for timely, accurate, and complete MIS data input, including but not limited to:
 - a. Waiver Participant name, MSSP Waiver Participant number, Medi-Cal Aid Code, county code, Medicare and Social Security numbers, birth date, level of care, emergency contact information, physician information, and demographic information
 - b. Tracking of waiver services and costs
 - c. Enrollment and termination dates
 - d. Provider Index Report
3. Accommodate State-required changes in MIS procedures which may be necessary from time to time.
4. Generate reports as required by the State.
5. Submit to CDA by the 5th working day of the month (unless otherwise specified by CDA), the end-of-month Waiver Participant count for the preceding month. The end-of-month Waiver Participant count consists of the number of Waiver Participants actively enrolled in MSSP on the last (business) day of the reporting month. This does not include Waiver Participant cases closed (or terminated) during the reporting month.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

6. Verify all service data within ninety (90) calendar days of the date of service. The Contractor shall submit this data to CDA by the 5th calendar day of the following month ninety-five (95) days from the end of the month of services).
7. Submit (Waiver) service claims to the State's Medi-Cal Fiscal Intermediary (FI), per instructions stated in the Medi-Cal Provider Manual.

F. Enrollment Levels

The Contractor shall maintain a monthly active participant count equal to one hundred percent (100%) of its budgeted waiver slots. This is a performance requirement to ensure compliance with the terms and conditions of this Agreement and Waiver requirements. If the Contractor's active participant count falls below ninety-five percent (95%) of the number of budgeted waiver slots for more than three (3) consecutive months, the Contractor shall be required to submit an enrollment plan for review, approval and monitoring by CDA.

"Active Waiver Participant count" is the total number of Waiver Participants served during each month. This will be the number of Waiver Participants enrolled in the MSSP as of the first of the month, plus the number enrolled during the month.

"Waiver slot" means a position, whether vacant or filled, which is funded according to a Contractor's site budget and allocated for a Participant during a given month.

G. Emergency Preparedness

1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of Waiver Participants they are charged to serve during medical or natural disasters: a pandemic, earthquake, fire, flood, or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.
2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support Waiver Participants in the event of natural disasters or other public emergencies.
3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and subcontractors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually or as needed when new staff are hired. The training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider
 - b. Techniques to obtain vital information from older individuals who require emergency assistance
 - c. Written emergency procedures for all staff that have contact with older individuals
5. The Contractor shall develop a method for documenting the emergency preparedness training provided for all staff.
6. The Contractor shall develop a program for testing its emergency preparedness plan at least annually.

H. Other Provisions

1. The Contractor is relieved of all obligations to arrange for and provide services to a Waiver Participant under this Agreement after the Waiver Participant has been terminated from the MSSP and has exhausted his/her appeal rights.
2. The Contractor shall provide a notice of termination to a Waiver Participant prior to terminating the Participant from the MSSP and shall reference the MSSP Site Manual to determine how many days' notice are required based on the type of termination code that is used.
3. The Contractor shall administer a subcontractor appeal and adjudication process. The subcontractor appeal and adjudication process must be included in all subcontracts. This process shall assure fair consideration and disposition of subcontractor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor. The subcontractor has no right of appeal to CDA.
4. The Contractor shall serve participants in the Catchment Area as defined in Exhibit G of this Agreement.
5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Branch. The Contractor

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its subcontracts.

6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.
7. The Contractor must notify CDA, in writing, of any change of address. The notice must be on agency letterhead and addressed to the MSSP Branch Manager within thirty-five (35) days of relocation. An Agency Contract Representative form shall be required as stated in Exhibit D, Article XIX.

ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE COORDINATED CARE INITIATIVE (CCI) PAYMENT MODEL

A. Definitions specific to the CCI model:

1. “Coordinated Care Initiative” (CCI) means Coordinated Care Initiative enacted in California in July 2012 through SB 1036 and SB 1008.
2. “Member” means any person who is enrolled with the PLAN(S) and receives benefits from the PLAN(S).
3. “PLAN(S)” is an independent organization contracted directly with the DHCS to implement the CCI. PLAN(S) contract with MSSP providers to provide Medi-Cal covered benefits to Medi-Cal beneficiaries who are enrolled with the PLAN(S).
4. “Encounter” means any authorized service consistent with any of the three (3) MSSP service categories (Care Management, Care Management Support, or Purchased Waiver Services) provided to or purchased by the Contractor for an enrolled PLAN(S) Member during a given month. Each MSSP Waiver Participant incurs one encounter per month for care management and care management support. However, each MSSP Waiver Participant may incur more than one purchased waiver service encounter because each unit of purchased waiver service is counted as a separate encounter.
5. “MSSP Applicant” means a Member who has submitted an application to the Contractor to receive MSSP Waiver Services.
6. “Wait List” means a list of potential MSSP Participants, established and maintained by the Contractor, when the Contractor has reached its capacity. To ensure compliance with MSSP Waiver requirements and Centers for Medicare and Medicaid Services (CMS) direction, MSSP sites must develop and implement a wait list policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants’ placement on and removal from the wait list; periodically reviewing the eligibility and identified needs of applicants on the wait list; and assigning priority for enrollment based on

ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE COORDINATED CARE INITIATIVE (CCI) PAYMENT MODEL (Continued)

identified needs and level of risk. The Contractor determines the priority of enrollment into the MSSP in accordance with CDA and CMS requirements. The wait list report is due on the 5th working day of each month, unless otherwise specified by CDA.

7. “Eligibility Determination” means a process by which the Contractor determines whether a MSSP Applicant or MSSP Waiver Participant meets eligibility criteria to participate in the MSSP and receive MSSP Waiver Services.

B. Management Information Systems (MIS)

The Contractor shall maintain and operate an MIS at its site for submission of encounter data to PLAN(S), consistent with Exhibit A, Article IV., Section I, Encounter Data Submission.

C. Notice Requirements

The Contractor shall be responsible for providing written notice to PLAN(S) as follows:

1. Within five (5) business days after the following occurrences:
 - a) Disenrollment of a MSSP Waiver Participant from MSSP due to death, relocation, or voluntary disenrollment.
 - b) Enrollment in the MSSP Waiver of a PLAN Member who was not referred by PLAN(S).
 - c) Referral of a PLAN(S) Member to MSSP by non-PLAN(S) sources.
 - d) Determination by the Contractor that an MSSP Applicant referred by the PLAN(S) is ineligible for enrollment in MSSP.
 - e) Placing PLAN(S) Member on a wait list.
 - f) Enrollment of a PLAN(S) Member MSSP Applicant from the wait list to MSSP.
 - g) Change of the Contractor ownership or legal name.
 - h) Transition of MSSP Waiver Participants to another Contractor and location.
 - i) Denial or discontinuation of services.
2. Within thirty-five (35) days of relocation of a MSSP site.
3. Within one hundred and eighty (180) days prior written notice to PLAN(S) of termination of the Contractor’s agreement with PLAN(S).
4. Within thirty (30) days written notice to State of California prior to termination of the Contractor’s Agreement with PLAN(S).

ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE COORDINATED CARE INITIATIVE (CCI) PAYMENT MODEL (Continued)

D. Transition Plan

In the event of termination of this Agreement, the Contractor shall work collaboratively with PLAN(S) to develop a plan to ensure safe transition of Waiver Participants out of MSSP.

E. Enrollment Verification

The Contractor shall verify monthly whether the MSSP Waiver Participant remains eligible for Medi-Cal and in which managed care PLAN(S) the MSSP Waiver Participant is enrolled. The Contractor shall verify PLAN(S) enrollment using the Medi-Cal Eligibility Determination System (MEDS) and/or directly with PLAN(S). This verification should occur prior to submitting monthly claims to PLAN(S) as outlined in Exhibit B, Article V., Section A.

1. Unencrypted Member electronic Protected Health Information (ePHI) sent to entities outside of the contracted PLAN(S) using internet-based services must be secured using virtual private networks (VPN), secure socket layer (SSL), transmission layer security (TLS), secure file transport protocol (SFTP), or other method that can encrypt communications over the public internet; and
2. Removable storage devices used to store ePHI must be encrypted before being sent to entities outside of PLAN(S).

F. Orientation

The Contractor shall provide orientation of MSSP to designated staff of PLAN(S).

G. Referrals

The Contractor shall establish a mechanism to receive referral of Members who are enrolled in the Medi-Cal PLAN(S) for Managed Long-Term Services and Support and are potentially eligible for the MSSP Program.

H. Care Coordination

The Contractor shall coordinate and work collaboratively with PLAN(S) on care coordination activities surrounding the MSSP Waiver Participant including, but not limited to, coordination of benefits between PLAN(S) and the Contractor to avoid duplication of services and coordinate Care Management activities particularly at the point of discharge from the MSSP.

ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE COORDINATED CARE INITIATIVE (CCI) PAYMENT MODEL (Continued)

I. Encounter Data Submission

1. The Contractor shall submit monthly to CA-MMIS and PLAN(S) zero-cost electronic encounter data for all MSSP Waiver Services rendered to MSSP Waiver Participants.
2. The Contractor shall submit all encounter data within three (3) months from the end of the month that service was provided.

ARTICLE V. MEDI-CAL AID DEFINITION & CODES

Contractors are to use the following codes to verify waiver participant eligibility. Multipurpose Senior Services Program Waiver Participants qualify under the following Medi-Cal Aid codes:

1. CASH GRANT

<u>AID CODE</u>	<u>PROGRAM DEFINITION</u>
10 AGED	SSI/SSP Aid to the Aged – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy persons age sixty-five (65) or older.
20 BLIND	SSI/SSP Aid to the Blind – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy blind persons of any age.
60 DISABLED	SSI/SSP Aid to the Disabled – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy persons who meet the federal definition of disability.

2. PICKLE ELIGIBLES/20 PERCENT SOCIAL SECURITY DISREGARDS

<u>AID CODE</u>	<u>PROGRAM DEFINITION</u>
**16 AGED	Aid to the Aged-Pickle Eligibles – Persons age sixty- five (65) or older who were eligible for and receiving SSI/SSP and Title II Benefits concurrently in any month since April 1977, and were subsequently discontinued from SSI/SSP but would be eligible to receive SSI/SSP if their Title II cost-of-living increases were disregarded. These persons are eligible for Medi-Cal benefits as public assistance recipients in accordance with the provisions of the <u>Lynch v. Rank</u> lawsuit.

ARTICLE V. MEDI-CAL AID DEFINITION & CODES (Continued)

- **26 BLIND Aid to the Blind-Pickle Eligibles – Persons who meet the federal criteria for blindness and are covered by the provision of the Lynch v. Rank lawsuit. See Aid Code 16 for definition of Pickle Eligibles.
- **66 DISABLED Aid to the Disabled-Pickle Eligibles – Persons who meet the federal definition of disability and are covered by the provision of the Lynch v. Rank lawsuit. See Aid Code 16 for definition of Pickle Eligibles.

**NOTE: This also includes persons who were discontinued from cash grant status due to the twenty percent (20%) Social Security increase under Public Law 32-336. These persons are eligible for Medi-Cal benefits as public assistance recipients in accordance with 22 CCR 50247.

3. MEDICALLY NEEDY/NO SHARE OF COST

<u>AID CODE</u>	<u>PROGRAM DEFINITION</u>
14 AGED-MN	Aid to the Aged-Medically Needy – Persons age sixty-five (65) or older who do not wish or are not eligible for a cash grant but are eligible for Medi-Cal only. No share of cost required of the beneficiaries.
24 BLIND-MN	Aid to the Blind-Medically Needy – Persons who meet the federal definition of disability and do not wish or are not eligible for a cash grant, but are eligible for Medi-Cal only. No share of cost required of the beneficiaries.
64 DISABLED MN	Aid to the Disabled-Medically Needy – Persons who meet the federal definition of disability and do not wish or are not eligible for a cash grant, but are eligible for Medi-Cal only. No Share of cost required of the beneficiaries.

4. MEDICALLY NEEDY/SHARE OF COST

<u>AID CODE</u>	<u>PROGRAM DEFINITION</u>
***17 AGED-MN SOC	Aid to the Aged-Medically Needy, Share of Cost – See Aid Code 14 for definition of AGED-MN. Share of cost is required of the beneficiaries.
***27 BLIND-MN	Aid to the Blind-Medically Needy, Share of Cost – SOC See Aid Code 24 for definition of BLIND-MN. Share of cost is required of the beneficiaries.
***67 DISABLED MN-SOC	Aid to the Disabled-Medically Needy, Share of Cost – See Aid Code 64 for definition of Disabled-MN. Share of cost is required of the beneficiaries.

ARTICLE V. MEDI-CAL AID DEFINITION & CODES (Continued)

***NOTE: As a result of the implementation of the In-Home Supportive Services (IHSS) Plus waiver, the special program codes of 1F, 2F, and 6F that were paired with the 17, 27, and 67 aid codes are no longer valid Medi-Cal aid codes as of November 1, 2005. MSSP sites are only required to serve Waiver Participants with the aid codes of 17, 27, or 67 who were active as of November 1, 2005 or were subsequently re-determined into aid codes 17, 27, or 67.

5. AGED AND DISABLED FEDERAL POVERTY LEVEL PROGRAM

<u>AID CODE</u>	<u>PROGRAM DEFINITION</u>
-----------------	---------------------------

- | | | |
|----|----------|---|
| 1H | AGED | Aged persons who, due to their income levels, would normally be included in the Medi-Cal Share of Cost population (Aid Code 17). Under this new program, those recipients with a Share of Cost of \$1 to \$326 will be given full scope, no Share of Cost Medi-Cal. |
| 6H | DISABLED | Disabled persons who, due to their income levels, would normally be included in the Medi-Cal Share of Cost population (Aid Code 17). Under this program, those recipients with a Share of Cost of \$1 to \$326 will be given full scope, no Share of Cost Medi-Cal. |

6. INSTITUTIONAL DEEMING

<u>AID CODE</u>	<u>PROGRAM DEFINITION</u>
-----------------	---------------------------

- | | | |
|----|--------|---|
| 1X | NO SOC | MSSP Medi-Cal Qualified. Eligible due to application of spousal impoverishment rules. |
| 1Y | SOC | MSSP Medi-Cal Qualified. Eligible due to application of spousal impoverishment rules. Share of cost is required of the beneficiaries. These recipients are identified apart from the regular Medi-Cal SOC population by the Special Program Aid Code of 1F. |

7. CONTINUED ELIGIBILITY – REDETERMINATION

<u>AID CODE</u>	<u>PROGRAM DEFINITION</u>
-----------------	---------------------------

- | | | |
|----|----------|---|
| 1E | AGED | Continued eligibility for the Aged - Former SSI beneficiaries who are aged until the county redetermines their eligibility. |
| 2E | BLIND | Continued eligibility for the Blind - Former SSI beneficiaries who are blind until the county redetermines their eligibility. |
| 6E | DISABLED | Continued eligibility for the Disabled - Discontinued SSI beneficiaries who are disabled until the county redetermines their eligibility. |

ARTICLE VI. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER

Services Provided Under the Waiver – Contractors must have the ability to provide the following services to MSSP Waiver Participants:

Definitions of each of the services approved by the Centers for Medicare and Medicaid Services of the Department of Health and Human Services under the existing 1915 (c) Home and Community-Based Services Waiver are as follows. The numbers in parentheses are program code designations for the particular service.

1. **Adult Day Care (1.1):** Will be provided to MSSP Waiver Participants who are identified in their plan of care as benefiting from being in a social setting with less intense supervision and fewer professional services than offered in an adult day support center. Adult Day Care services will be provided when the Waiver Participant's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide nonmedical care to persons eighteen (18) years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The Department of Social Services (DSS) licenses these centers as community care facilities.
2. **Housing Assistance (2.2, 2.3, 2.4, 2.5 and 2.6):** These services are necessary to ensure the health, welfare, and safety of the Waiver Participant in his or her physical residence or home setting. As specified in the Waiver Participant's plan of care, services may include provision of physical adaptations and assistive devices, emergency assistance in situations which demand relocation and assistance to restore utility service. Housing Assistance services include:
 - a. **Minor Home Repairs and Maintenance (2.2):** Minor Home Repairs do not involve major structural changes or repairs to a dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails, items above what is covered by the State Plan, and installation), safety (e.g., electrical wiring, smoke alarms), or security (e.g., locks). Eligible Waiver Participants are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to Waiver Participants who are owners/occupiers of their own home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the residence to adapt to special Waiver Participant needs. Written permission from the landlord (including provision for removal of modifications, if necessary) is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.
 - b. **Nonmedical Home Equipment (2.3):** Includes those assistive devices, appliances, and supplies which are necessary to assure the Waiver Participant's health, safety, and independence. This service includes the purchase or repair of nonmedical home equipment and appliances such

ARTICLE VI. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

as refrigerators, stoves, microwave ovens, blenders, kitchenware, heaters, air conditioners, fans, washing machines, dryers, vacuum cleaners, furniture (i.e., couches, lamps, tables, chairs, mattresses, bedding, and emergency supply kits and goods) under the following circumstances:

- i. The Waiver Participant is receiving Deinstitutionalized Care Management services, and the items are required to facilitate discharge from the institution to a community residence
- ii. The Waiver Participant's assessment identifies the need for this service including how it is a necessary support if the Waiver Participant is to remain in the community, and the care plan specifies the required item(s)
- iii. In either circumstance, the following criteria must be met and documented in the case record:
 - (a). The items are unobtainable through other resources, and their purchase would be a financial hardship for the Waiver Participant
 - (b). The items are necessary to preserve the Waiver Participant's health, improve functional ability and assure maximum independence, thereby preventing elevation to a higher level of care and avoiding more costly institutionalization
- c. **Emergency Move (2.4):** Involves facilitating a smooth transition from one living situation to another. Eligible Waiver Participants are those who, due to loss of residence or the need for a change in residence, require assistance with relocation. Services may be provided by moving companies or other individuals who can guarantee the safe transfer of the Waiver Participant's possessions. Activities may include materials and labor necessary for such moves.
- d. **Emergency Utility Service (2.5):** Allows for payment of utilities only when the Waiver Participant has no other resources to meet this need. Additionally, the Waiver Participant must be at risk to receive a shut-off notice and the potential shut off of utility services would place the health and safety of the Waiver Participant in jeopardy.
- e. **Temporary Lodging (2.6):** Allows for payment of hotel or motel lodging for those Waiver Participants, usually from rural areas, who must travel long distances and stay overnight for medical treatments not available in their home area. Temporary lodging is also available in the event of an emergency. Lodging rates shall not exceed State limits in accordance with CalHR rates.

ARTICLE VI. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

3. **Supplemental Chore (3.1):** Is for purposes of household support and applies to the performance of household tasks rather than to the care of the Waiver Participant. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the Waiver Participant does not live in a Residential Care Facility for the Elderly (RCFE). Waiver Participant instruction in performing household tasks and meal preparation may also be provided.

This service is for purposes of household support for those services above and beyond those available through the State Plan. Examples include:

- a. The MSSP Waiver Participant has not yet been assessed for IHSS, and needs services in the interim until IHSS services can be arranged
 - b. The regular IHSS provider is not available, and IHSS cannot provide a substitute
 - c. IHSS services are in place; however, MSSP has assessed a greater need. In these cases, every effort will be made to negotiate with IHSS towards an increase in those services before authorizing expenditure of waiver funds
4. **Supplemental Personal Care (3.2):** This service is provided to individuals whose needs exceed the maximum amount available under the State Plan or who are temporarily without a provider. This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living (ADL). These tasks are limited to nonmedical personal services: feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Waiver Participant instruction in self-care may also be provided; may also include assistance with preparation of meals, but does not include the cost of the meals themselves.

Purchase of personal care supplies may be covered where there are no other resources and the purchase would create a financial hardship. These items include supplies not covered under the State Plan.

When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting, and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the Waiver Participant-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it may be changed, washed, and put away. However, at no time would household chores become the central activity

ARTICLE VI. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

furnished by a personal care worker. When a personal care service is to be performed by an unlicensed health care worker, permissible duties will be limited to those allowed by the worker's employer, or permissible according to the Board of Registered Nursing policy on unlicensed assistive personnel, and as permitted by the individual's certification, if applicable.

Personal care service providers may be paid while the Waiver Participant is institutionalized. This payment is made to retain the services of the care provider and is limited to seven (7) calendar days per institutionalization.

5. **Supplemental Health Care (3.3):** Addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available under the State Plan. Refer to MSSP Site Manual Chapter 3 for a list of criteria.

6. **Supplemental Protective Supervision (3.7):** Ensures provision of supervision in the absence of the usual care provider to persons residing in their own homes, who are very frail or otherwise may suffer a medical emergency. Such supervision serves to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility, e.g., Residential Care Facility for the Elderly (RCFE). Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also provide a visit to the Waiver Participant's home to assess a medical situation during an emergency (e.g., natural disaster). Waiver Service funds may not be used to purchase this service until existing county Title XX Social Services and Title XIX Medi-Cal resources have been fully utilized and an unmet need remains.

7. **Care Management:** Assists Waiver Participants in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Care managers are responsible for ongoing monitoring of the provision of services included in the Waiver Participant's plan of care. Additionally, care managers initiate and oversee the process of assessment and reassessment of Waiver Participant level of care and the monthly review of plans of care.
 - a) **Site-Provided Care Management (50):** The MSSP care management system vests responsibility for assessing, care planning, authorizing, locating, coordinating and monitoring a package of long-term care services for community-based Waiver Participants with a local MSSP site contractor and specifically with the site care management team. The care management teams at each of the local sites are trained professionals working under the job titles of nurse care manager and social work care manager; these professionals may be assisted by care manager aides. The teams are responsible for care management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow-up components of the program. Case records

ARTICLE VI. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

must document all Waiver Participant contact activity each month.

- b) **Purchased Care Management (4.3):** For the vast majority of MSSP Waiver Participants, care management services are provided solely by site care management staff. However, Waiver Participants have the right to request care management by qualified outside Subcontractors. In some cases of temporary need, the site may retain an outside Subcontractor to provide the services of a care manager. If either of these two situations arises, the site must ensure that there is no overlap between Site-Provided Care Management (50) and Purchased Care Management (4.3). Any duplication of these services will be subject to recovery and will be collected through formal channels administered by DHCS Payment Systems Division, Recovery Section. Additional case-specific resources may be purchased from social, legal/paralegal specialists in the community in order to augment the resources and skills of site-based case managers. Examples include the purchase of more skilled diagnostic and consultant services by social and legal/paralegal professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public benefits or assistance are also covered.

- 8. **Deinstitutional Care Management (DCM) (4.6):** This service is used ONLY with individuals who are institutionalized. It allows care management and waiver services to begin up to one hundred eighty (180) days prior to an individual's discharge from an institution. It may be used in two situations, as follows:
 - a. Where MSSP has gone into a facility (nursing facility or acute hospital) to begin working with a resident to facilitate their discharge into the community
 - b. Where an established MSSP Waiver Participant is institutionalized and MSSP services are necessary for the person to be discharged back into the community

In either situation, all services (monthly Administration and Care Management, plus any purchased services) provided during this period are combined into one unit of DCM and billed upon discharge. For those individuals who do not successfully transition to the waiver, all services provided are combined into one unit of DCM and billed at the end of the month the decision is made to cease MSSP activity.

- 9. **Respite (5.1, 5.2):** The State's Medicaid Plan does not provide for respite care. By definition, the purpose of respite care is to relieve the Waiver Participant's informal caregiver and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a Waiver Participant, while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as

ARTICLE VI. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

caregivers. Respite may also be needed in order to cover emergencies and extended absences of the caregiver.

As dictated by the Waiver Participant's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Federal Financial Participation will not be claimed for the cost of room and board except when provided as part of respite care in a facility approved by the State that is not a private residence. Individuals providing services in the Waiver Participant's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the Waiver Participant's plan of care.

10. **Transportation** (6.3 [escort, hour] and 6.4 [one-way trip]): These services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for Waiver Participants who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or escort. These services are in contrast to the transportation service authorized by the State Medicaid Plan which is limited to medical services, or Waiver Participants who have documentation from their physician that they are medically unable to use public or ordinary transportation. Whenever possible, family, neighbors, friends, or community agencies which can provide this service without charge will be utilized.

Transportation services are usually provided under public paratransit or public social service programs (e.g., Title III of the Older Americans Act) and shall be obtained through these sources without the use of MSSP resources, except in situations where such services are unavailable or inadequate. Service providers may be paratransit subsystems or public mass transit; specialized transport for the older adults and adults with disabilities; private taxicabs where no form of public mass transit or paratransit is available or accessible; or private taxicabs when they are subsidized by public programs or local government to service the elderly and handicapped (e.g., in California, some counties provide reduced fare vouchers for trips made via private taxicabs for the elderly and handicapped).

Escort services will be provided when necessary to assure the safe transport of the Waiver Participant. Escort services may be authorized for those Waiver Participants who cannot manage to travel alone, and require assistance beyond what is normally offered by the transportation provider. This service will be provided by trained paraprofessionals or professionals, depending on the Waiver Participant's condition and care plan requirements.

11. **Nutritional Services** (7.1, 7.2, and 7.3): These services may be provided daily, but are not to constitute a full nutritional regimen (three (3) meals a day).

ARTICLE VI. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

- a. **Congregate Meals (7.1):** Meals served in congregate meal settings for Waiver Participants who are able to leave their homes or require the social stimulation of a group environment in order to maintain a balanced diet. Congregate meals can be a preventive measure for the frail older person who has few (if any) informal supports, as well as a rehabilitative activity for people who have been physically ill or have suffered emotional stress due to losses associated with aging. This service should be available to MSSP Waiver Participants through Title III of the Older Americans Act. MSSP funds shall only be used to supplement congregate meals when funding is unavailable or inadequate through Title III or other public or private sources.

- b. **Home Delivered Meals (7.2):** Meals for Waiver Participants who are homebound, unable to prepare their own meals and have no caregiver at home to prepare meals for them. As with Congregate Meals, the primary provider of this service is Title III of the Older Americans Act. MSSP funds shall only be used to supplement home-delivered meals when they are unavailable or inadequate through Title III or other public or private sources.

- c. **Food (7.3):** Provision of food staples is limited to purchase of food to facilitate and support a Waiver Participant's return home following institutionalization, and to food purchases which are medically required.

If oral nutrition supplements (ONS) are to be purchased using waiver service funds, the following actions must occur and be documented in the Participant record:

- (i) A nutritional screen is conducted by the primary care manager in consultation with the nurse care manager. The Progress Notes must reflect the collaboration between the SWCM and NCM.

- (ii) The use of home-prepared drinks/supplements (instant breakfast, pureed food) has been explored and found not to meet the Participant's needs.

- (iii) All other options for payment of an ONS have been exhausted (Waiver Participant, family, etc.).

If all three criteria have been satisfied, an ONS may be purchased initially for a period of three (3) months. If an ONS needs to be continued beyond the three-month timeframe, a physician order must be obtained.

- 12. **Protective Services (8.3, 8.4, and 8.5):** These services include protection for Waiver Participants who are isolated and homebound due to health conditions; who suffer from depression and other psychological problems; individuals who

ARTICLE VI. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; or those whose cognitive functioning is impaired to the extent they require assistance and support in making and carrying out decisions regarding personal finances.

13. **Social Support** (8.3): Includes periodic telephone contact, visiting, or other social and reassurance services to verify that the individual is not in medical, psychological, or social crisis, or to offset isolation; expenses for activities and supplies required for Waiver Participant participation in rehabilitation programs; therapeutic classes and exercise classes are also provided. Such services shall be provided based on need, as designated in the Waiver Participant's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some Waiver Participants' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful relationships can contribute to diminishing functional capacity and premature institutionalization.

These services are often provided by volunteers or through Title III of the Older Americans Act; however, these services may not be available in a particular community and do, infrequently, require purchase. The waiver will be used to purchase friendly visiting only if the service is unavailable in the community or is inadequate as provided under other public or private programs.

- a. **Therapeutic Counseling** (8.4): Includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and included in the Waiver Participant's care plan.

The MSSP has found that therapeutic counseling is essential for preventing some Waiver Participants from being placed in a nursing facility (NF).

This service may be utilized in situations where Waiver Participants or their caretakers may face crises, severe anxiety, emotional exhaustion, personal loss/grief, confusion, and related problems.

Counseling by licensed or certified counselors in conjunction with other services (e.g., respite, IHSS, meals) may reverse some states of confusion and greatly enhance the ability of a family to care for the Waiver Participant in the community, or allow the Waiver Participant to cope with increasing impairment or loss.

- b. **Money Management** (8.5): This service assists the Waiver Participant with activities related to managing money and the effective handling of personal finances. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management or performing substitute payee functions.

ARTICLE VI. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

14. **Communications Services** (9.1 and 9.2): Waiver Participants who receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; and providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the Waiver Participant's plan of care.

a. **Communication/Translation/Interpretation** (9.1): The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the ADL and Instrumental Activities of Daily Living (IADL) functions.

For non-English speaking Waiver Participants, this service is the link to the entire in-home and community-based service delivery system. MSSP resources shall be used to support this service only where family and community resources are unable to meet the need, and as described in the care plan.

b. **Communication/Device** (9.2): The rental/purchase of 24-hour emergency assistive services, or installation of a telephone to assist in communication (excluding monthly telephone charges) for Waiver Participants who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of emergency response systems is limited to those Waiver Participants who live alone, or who are alone for significant parts of the day, and have no regular caregiver for extended periods of time, and who would otherwise require extensive routine supervision. The following are allowable:

- (i) 24-hour answering/paging
- (ii) Beepers
- (iii) Medic-alert type bracelets/pendants
- (iv) Intercoms
- (v) Life-lines
- (vi) Wander-alerts
- (vii) Monitoring services
- (viii) Light fixture adaptations (blinking lights, etc.)
- (ix) Telephone adaptive devices not available from the telephone company
- (x) Other electronic devices/services designed for emergency assistance

ARTICLE VI. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

Telephone installation or reactivation of service will only be authorized to enable the use of telephone-based electronic response systems where the Waiver Participant has no telephone, or for the isolated Waiver Participant who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the Waiver Participant has a medical/health condition that makes him/her vulnerable to medical emergency (e.g., congestive heart failure or emphysema).

**Budget Detail and Payment Provisions – Exhibit B
MS 1920 Contract**

ARTICLE I. INVOICING AND PAYMENT

- A. To receive payment under the fee-for-service payment model, the Contractor shall prepare and submit electronic claims through the State's Fiscal Intermediary as set forth in the Medi-Cal Provider Manual.
- B. Payments shall be made in accordance with the following provisions:
 - 1. The Contractor shall submit claims to Medi-Cal Fiscal Intermediary, based upon the month of service and only for actual expenses. On each claim, the Contractor shall show the amount billed for each service code
 - 2. Failure to provide data and reports specified by this Agreement will result in the delay of payment of invoices
- C. Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.
- D. Reimbursement for Performance

The Contractor shall be entitled to monthly payment for actual services delivered to the Contractor's monthly active participants. This amount may vary from month to month but total annual payments to the Contractor shall not exceed the amount of the Contractor's total waiver slot budget for the year.

E. Rate Adjustment

Any rate adjustments must be approved by CDA.

F. Advance Payments

- 1. CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 for Contractors providing services under the fee-for-service payment model. Upon approval of this Agreement, the Contractor may request an advance not to exceed twenty-five percent (25%) of the total contract amount.
- 2. No advance payments shall be authorized for a contractor that has entered into the CCI payment model with a PLAN(S).

**Budget Detail and Payment Provisions – Exhibit B
MS 1920 Contract**

ARTICLE I. INVOICING AND PAYMENT (Continued)

3. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and the Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA.
4. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, the California Department of Health Care Services (DHCS) or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request.
5. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.
6. Repayment of advances will be recovered from claims submitted to the State's Fiscal Intermediary after January 1st of each fiscal year and be collected at fifty percent (50%) of each claim submitted until the amount advanced is repaid. The Contractor may at any time be required to repay to DHCS all or any part of the advance.
7. Repayment of any remaining advances funds not collected through the process described in subsection 6 above, will be recovered through the Closeout process.

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

**Budget Detail and Payment Provisions – Exhibit B
MS 1920 Contract**

ARTICLE II. FUNDS (Continued)

In State:

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

Out of State:

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

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

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

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure as determined by DHCS or CDA to be out of compliance with this Agreement; unrelated or inappropriate to contract activities; when adequate supporting documentation is not presented; or where prior approval was required but was either not requested or granted.
4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.
5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable

**Budget Detail and Payment Provisions – Exhibit B
MS 1920 Contract**

ARTICLE II. FUNDS (Continued)

publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.

6. Any overpayment of funds must be deposited into an interest-bearing account.
- B. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and Office of Management and Budget's– Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200]
- C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.
- D. Interest Earned
1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. [2 CFR § 200.305(b)(9)]
 2. The Contractor must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.
 - a. The Contractor receives less than \$120,000 in Federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

**Budget Detail and Payment Provisions – Exhibit B
MS 1920 Contract**

ARTICLE II. FUNDS (Continued)

- d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE III. BUDGET AND BUDGET REVISION

Payment for performance by the Contractor under this contract may 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 notice of funding availability, which will be confirmed in writing.

A. Funding Reduction in Subsequent Fiscal Years

- 1. 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:
 - a. Terminate the Contract pursuant to Exhibit D, Article XIII., A
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract
- 2. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that the State reserves the right to determine which contracts, if any, under this program shall be reduced and that some contracts may be reduced by a greater amount than others. The State shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.

B. The Contractor shall be reimbursed for category expenses only as itemized in the approved Budget, which is attached and hereby incorporated into this Exhibit.

C. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement or the actual category expenditures whichever is less.

**Budget Detail and Payment Provisions – Exhibit B
MS 1920 Contract**

ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

- D. The budget shall include the following line items:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
 11. Indirect costs shall not exceed fifteen percent (15%) of direct salaries plus benefits.
- E. The Contractor must obtain prior written approval from CDA to transfer any funds into or out of the Care Management, Care Management Support or Purchased Waiver Service category. Requests to transfer these funds must be made prior to the close of the fiscal year.
- F. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

**Budget Detail and Payment Provisions – Exhibit B
MS 1920 Contract**

ARTICLE IV. DEFAULT PROVISIONS

The State, without limiting any rights which it may otherwise have, may, at its discretion and upon written notice to the Contractor, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, upon occurrence of any one of the following events:

1. Termination or suspension of this Agreement
2. A finding by the State that the Contractor:
 - a. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement or
 - b. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement or
 - c. Has allocated inventory to this Agreement substantially exceeding reasonable requirements or
 - d. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business
3. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor.
4. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding or
5. The commission of an act of bankruptcy.

ARTICLE V. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE CCI PAYMENT MODEL

A. Submission of Claim to PLAN(S)

The Contractor shall submit a monthly claim to the PLAN(S) as specified in the MSSP site contract with the Managed Care Plan. The monthly claim shall be for each PLAN Member enrolled in the MSSP as of the first day of the month for which the claim is submitted. The claim shall include at a minimum the following data elements: Member name, Client Identification Number (CIN), and Contractor number.

Budget Detail and Payment Provisions – Exhibit B
MS 1920 Contract

ARTICLE V. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE CCI PAYMENT MODEL (Continued)

B. Payment of Claims

1. The Contractor will receive a fixed monthly amount for each PLAN(S) Member receiving MSSP Waiver Services. Such MSSP amount shall be equal to \$357.08 per MSSP Waiver slot allotment in the MSSP Waiver.
2. The Contractor shall accept PLAN(S) monthly payment as payment in full and final satisfaction of PLAN(S) monthly payment obligation for MSSP Waiver Services for each MSSP Waiver Participant enrolled in PLAN(S).
3. The Contractor shall not submit separate claims to different PLAN(S) for the same MSSP Waiver Participant within the same invoice period.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D, E, F and G, an approved Budget as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. "Contractor" means the governmental or nonprofit entity contracted with CDA to provide MSSP Waiver Services to eligible Medi-Cal beneficiaries on behalf of DHCS pursuant to an Interagency Agreement between DHCS and CDA.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. "Cal. Gov. Code" means California Government Code.
7. "OMB" means the federal Office of Management and Budget.
8. "Cal. Pub. Con. Code" means the California Public Contract Code.
9. "Cal. Civ. Code" means California Civil Code
10. "Reimbursable item" also means "allowable cost" and "compensable item."
11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
12. "Subcontractor" means the legal entity that receives funds from the Contractor to provide waiver services identified in this Agreement.
13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

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

15. "Waiver Participant" means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program.
16. "USC" means United States Code.
17. "OAA" means Older American Act.
18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4)
19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31)
20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84).
21. "Recoverable cost" means the state and federal share of the questioned cost.
22. "DHCS" means the Department of Health Care Services.
23. "HHS" means United States Department of Health and Human Services.

B. Resolution of Language Conflicts

The terms and conditions of this Agreement have the following order of precedence, if there is any conflict in what they require:

1. Section 1915(c) of Title XIX of the Social Security Act, 42 USC 1396n, and other applicable federal statutes and their implementing regulations.
2. The Interagency Agreement Terms and Conditions.

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

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

3. As applicable, Welfare and Institutions Code Sections 9560 to 9568 and other California State codes and regulations governing the MSSP.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, but not limited to, the MSSP Site Manual found at <https://www.aging.ca.gov/ProgramsProviders/MSSP/>.
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

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

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

B. Subcontracts

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

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

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

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

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

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

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

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

D. Standards of Work

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

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

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

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

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

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

- c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
 3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.
- I. Contracts in Excess of \$100,000

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

 1. Clean Air Act, as amended. [42 USC 7401]
 2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
 5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]
- J. Debarment, Suspension, and Other Responsibility Matters
 1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board 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 Director or designee to execute the original and all subsequent amendments to this Agreement.

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

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. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/>
3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

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

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE II. ASSURANCES (Continued)

O. Lobbying Certification

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE III. AGREEMENT

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

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person,

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE V. SUBCONTRACTS (Continued)

firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

- H. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- I. 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.
- J. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- K. The Contractor shall utilize procurement procedures as follows:

The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, waiver participant records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's or

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE VI. RECORDS (Continued)

DHCS' Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all waiver participant records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CDA and DHCS and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the DHCS under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
 - 3. Property, for the purpose of this MSSP Agreement, does not include any equipment or supplies acquired on behalf of the waiver participant.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE VII. PROPERTY (Continued)

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

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

1. Date acquired.
2. Item description (include model number).
3. CDA tag number or other tag identifying it as State of California property.
4. Serial number (if applicable).

Special Terms and Conditions - Exhibit D
MS 1920 Contract

ARTICLE VII. PROPERTY (Continued)

5. Purchase cost or other basis of valuation.
 6. Fund source.
- F. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall email to CDA the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from CDA and the Contractor has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.
 2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE VII. PROPERTY (Continued)

- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE IX. MONITORING AND EVALUATION (Continued)

- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA/DHCS funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

- 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.
- 2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).

Special Terms and Conditions - Exhibit D
MS 1920 Contract

ARTICLE X. AUDIT REQUIREMENTS (Continued)

4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.16)
 - b. Internal controls (2 CFR 200.303)
 - c. Allocation of expenditures (2 CFR 200.4)
 - d. Allowability of expenditures (2 CFR 200.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

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

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

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

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

- c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
 - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F-Audit Requirements
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
- a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles.
[2 CFR 200.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements:

Special Terms and Conditions - Exhibit D
MS 1920 Contract

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor’s report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

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

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE XI. INSURANCE (Continued)

1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE XI. INSURANCE (Continued)

2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or

Special Terms and Conditions - Exhibit D
MS 1920 Contract

ARTICLE XII. TERMINATION (Continued)

Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE XII. TERMINATION (Continued)

10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

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

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

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE XII. TERMINATION (Continued)

Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

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

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

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of waiver participants, care of waiver participants, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be addressed to the Director of CDA on the Contractor's letterhead. Additional notices specific to this Agreement are outlined in Exhibit E, Article VIII.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, Multipurpose Senior Services Program Branch, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

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

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

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

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

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

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

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the

Special Terms and Conditions - Exhibit D
MS 1920 Contract

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

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

H. Security Breach Notifications

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

I. Software Maintenance

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

J. Electronic Backups

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

K. Provisions of this Article

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

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

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

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying waiver participant information authorized by the participant or summary program information which is not waiver participant-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.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

Special Terms and Conditions - Exhibit D
MS 1920 Contract

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible waiver participant population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

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

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

**Special Terms and Conditions - Exhibit D
MS 1920 Contract**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that “alternative communication services” are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible waiver participant population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor’s office at all times during the term of this Agreement. [22 CCR 98310]

4. The Contractor shall notify its employees of waiver participants’ rights regarding language access and the Contractor’s obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]

Special Terms and Conditions - Exhibit D
MS 1920 Contract

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

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

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP waiver participants. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

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

ARTICLE I. SUBCONTRACTING PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

- A. The Contractor shall ensure that all subcontractors of Waiver Services complete a CDA-approved Vendor Application.
- B. The Contractor shall ensure that the subcontractor's selection process is based upon equitable criteria that provides for adequate publicity, screens out unqualified subcontractors who would not be able to provide the needed services, and provide for awards to the lowest responsible and responsive bidder(s) as defined in California State Contracting Manuals.
- C. Subcontracts for Purchased Waiver Services shall consist of standard format language consistent with this Agreement.
- D. Subcontracts shall require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to Waiver Participants, in the delivery of services, in subcontractors operations.
- E. The Contractor shall require all subcontracts to comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements in Exhibit F, as it appropriately relates to services rendered.
- F. The Contractor shall make timely payments to its subcontractors under this agreement.

ARTICLE II. RECORDS PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

Waiver Participant records are to be kept as long as the case is open and active. Following case termination, Waiver Participant records will be maintained for a period of seven (7) years following case closure, or for a longer period if deemed necessary by CDA. A longer period of retention may be established by individual sites.

ARTICLE III. PROPERTY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

ARTICLE IV. AUDIT REQUIREMENT PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

- A. Unless prohibited by law, the cost of audits completed in accordance with provisions of 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.
- B. The 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.

ARTICLE IV. AUDIT REQUIREMENT PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT
(Continued)

- C. CDA and DHCS shall have access to all audit reports of Contractors and have the option to perform audits and/or additional work, as needed.
- D. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
- E. 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.
- F. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- G. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.
- H. The Contractor agrees that CDA, DHCS, the Department of General Services, the California State Auditor, or their designated representative shall, at all times, have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required and until after CDA's Audit Branch has completed an audit. The Contractor agrees to provide CDA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code, Section 8546.7 et seq. Further, the Contractor agrees to include a similar right of CDA and DHCS to audit records and interview staff in any subcontract related to performance of this Agreement. [Cal. Gov. Code § 8546.7, Cal. Pub. Con. Code 10115 et seq.], [CCR Title 2, Section 1896]
- I. The Catalog of Federal Domestic Assistance Number is 93.778, Grantor Medical Assistance Program.

ARTICLE V. TERMINATION OBLIGATIONS SPECIFIC TO THIS MSSP AGREEMENT

- A. After the California Department of Aging's (CDA) Notice of Termination or the Contractor's Notice of Intent to Terminate (pursuant to Exhibit D, Article XII of this Agreement) and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

ARTICLE V. TERMINATION OBLIGATIONS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

The Contractor shall:

1. Take immediate steps to ensure the health and safety of Waiver Participants in MSSP managed by the Contractor. Contractor agrees to refer MSSP Waiver Participants to other local resources.
2. Maintain staff to provide services to Waiver Participants during the course of Waiver Participant transition.
3. Deliver updated Waiver Participant records to the subsequent MSSP contractor or as directed by CDA.
4. With assistance from CDA, develop a written Transition Plan, to locate alternative services for each Waiver Participant through another MSSP site or community agency in accordance with this Agreement.
5. Be responsible for providing all necessary Waiver Participant services until termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to Waiver Participants prior to such expiration or termination.
6. Submit a full accounting and closeout of the Contractor's existing budget.
7. Place no further subcontracts/vendor agreements for materials, or services, except as necessary to complete the continued portion of the Contract.
8. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts/vendor agreements (the approval or ratification of which will be final for purposes of this clause).
9. Submit a Transition Plan as specified in Article VII of this Exhibit.

ARTICLE VI. INFORMATION INTEGRITY AND SECURITY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

- A. Contractor acknowledges that it has been provided a copy of the Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement between CDA and DHCS ("Exhibit F"). Contractor and its Subcontractors/Vendors, agrees that it must meet the requirements imposed on CDA, and all applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect PHI and PI.
- B. Contractor, and its Subcontractors/Vendors, agrees that any security incidents or breaches of unsecured PHI or PI will be immediately reported to DHCS in the manner described in Exhibit F.

ARTICLE VII. TRANSITION PLANS SPECIFIC TO THIS MSSP AGREEMENT

- A. The Contractor shall submit a transition plan to CDA within fifteen (15) days of delivery of the written Notice to Terminate the Contract (pursuant to Exhibit D, Article XII of this Agreement). The Transition Plan must be approved by CDA and shall, at a minimum, include the following:
1. A current Waiver Participant count and identifying Waiver Participant information upon request.
 2. A description of how Waiver Participants will be notified about the change in their MSSP provider.
 3. A plan to communicate with other MSSP sites, local agencies and advocacy organizations that can assist in locating alternative services for MSSP Waiver Participants.
 4. A plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals.
 5. A plan to evaluate the health and safety of Waiver Participants in order to assure appropriate placement.
 6. A plan to transfer confidential Waiver Participant records to a new contractor or care management agency.
 7. A plan to maintain adequate staff to provide continued care to MSSP Waiver Participants through the term of the Contract.
 8. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract.
 9. Additional information as necessary to effect a safe transition of Waiver Participants to other MSSP or community care management programs.
- B. The Contractor shall implement the Transition Plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Section A of this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Contractor's Notice of Termination.

ARTICLE VII. TRANSITION PLANS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

D. Phase-out Requirements for this Agreement:

1. Consist of the processing, payment and monetary reconciliation necessary to pay claims for Waiver Services.
2. Consist of the resolution of all financial and reporting obligations of the Contractor. The Contractor shall remain liable for the processing and payment of invoices and other claims for payment for Waived Services and other services provided to Waiver Participants pursuant to this Contract prior to the expiration or termination. The Contractor shall submit to CDA all reports required.
3. Require all data and information provided by the Contractor to CDA be accompanied by a letter, signed by the responsible authority, certifying, under penalty of perjury, to the accuracy and completeness of the materials supplied.

ARTICLE VIII. NOTICE PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

In addition to the notice provisions pursuant to Exhibit D, Article XVI of this Agreement, a change in a Contractor's Site Director requires that a notice be addressed to the MSSP Branch Manager. This notice shall be on the Contractor's letterhead, and must include the new Director's qualifications, as outlined in the MSSP Site Manual, Chapter 2.

ARTICLE IX. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT

A. The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:

1. Quarterly Status Reports
 - a. Reports are due no later than the 30th of the month, following the close of the quarter unless otherwise specified by CDA.
 - b. Reports are a snapshot of each quarter and shall include an overview of significant developments during the report period, identified problems, and solutions. The report narrative should be concise and informative. The subject areas to be addressed are:
 - Care Management Staffing – Including the Full Time Equivalent (FTEs) for each position and staffing ratio. Also including staff exemptions and self-certification of staff meeting program requirements
 - Care Management Activity – Including staff turnover, training, quality assurance, Waiver Participant grievances and Fair Hearings, Adult Protective Services (APS) reporting, internal/external program reviews and corrective action plans,

ARTICLE IX. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

Waiver Participant satisfaction surveys, policy changes, and contract compliance regarding contracted caseload

- Management Information System – Problems/issues with the Medi-Cal fiscal intermediary billing system and Medi-Cal fiscal intermediary technical support
- Monthly Active Waiver Participant Count
- Staff Roster
- Self-Certified Training
- Wait List – Including the number of potential MSSP Participants waiting for enrollment
- Critical Incident Reporting
- Fiscal Reporting – Expenditure data by budget category and receivables by budget category

2. Ad Hoc Reports

The Contractor shall submit Ad Hoc Reports as may be required from time to time by CDA. Typical subject areas may include, but are not limited to:

- a. General site operations
- b. Facility and equipment
- c. Emergency care
- d. Availability of care
- e. Waiver Participant satisfaction
- f. MIS operations
- g. Administrative procedures
- h. Database
- i. Possible noncompliance with this Agreement
- j. Fiscal year closeout

3. Fiscal Closeout Reports

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package which must include the following documents:

- a. Final Accounting Reconciliation
- b. Closeout Budget
- c. Fiscal Summary Report for the State

ARTICLE IX. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

- d. Program Property Inventory Certification (CDA 9024)
- e. Copy of any Request to Dispose of Property (CDA 248)
- f. Copy of any Property Acquisition (CDA 9023)

CDA will transmit specific closeout instructions, including the Closeout Report due dates.

4. Monthly Active Waiver Participant Count

Reports are due on the 5th working day of each month, unless otherwise specified by CDA.

B. The Contractor, at its discretion, may at any time prepare and submit reports and correspondence to CDA summarizing problems and concerns.

C. Additional Reporting Provisions Specific to Contractors Operating Under the Coordinated Care Initiative (CCI) Model

- 1. The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:
 - a. Payment Detail from PLAN(S) as requested.
 - b. Upon request, Contractor agrees to furnish PLAN(S) with the following:
 - (i) Monthly Active Waiver Participant Count
 - (ii) MSSP Encounter Data
 - (iii) MSSP Quarterly Report
- 2. Contractor shall submit monthly zero-cost electronic Encounter Data to CA-MMIS and PLAN(s).

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (‘the HITECH Act’), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).
- B. The Department of Health Care Services (“DHCS”) wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”), including protected health information in electronic media (“ePHI”), under federal law, and personal information (“PI”) under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties.”
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

HIPAA Business Associate Addendum – Exhibit F
MS 1920 Contract

- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall

HIPAA Business Associate Addendum – Exhibit F
MS 1920 Contract

implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

D. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. Business Associate's Agents and Subcontractors.

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business

**HIPAA Business Associate Addendum – Exhibit F
MS 1920 Contract**

Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. Availability of Information to DHCS and Individuals. To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

H. Internal Practices. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

- I. **Documentation of Disclosures.** To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- J. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the “DHCS Privacy Incident Report” form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select “Privacy” in the left column and then “Business Use” near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

HIPAA Business Associate Addendum – Exhibit F
MS 1920 Contract

2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated “DHCS Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the “DHCS Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the “DHCS Privacy Incident Report” form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “DHCS Privacy Incident Report” form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said

**HIPAA Business Associate Addendum – Exhibit F
MS 1920 Contract**

changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

K. Termination of Agreement. In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. Due Diligence. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

M. Sanctions and/or Penalties. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

A. Notice of Privacy Practices. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select “Privacy in the left column and “Notice of Privacy Practices” on the right side of the page).

B. Permission by Individuals for Use and Disclosure of PHI. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate’s permitted or required uses and disclosures.

C. Notification of Restrictions. Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of PHI.

- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.
- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain

no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.

- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies,

CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. *Data Destruction.*** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. *System Timeout.*** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. *Warning Banners.*** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. *System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. *Access Controls.*** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. *Removal of Data.*** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.

- E. *Faxing.*** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

- F. *Mailing.*** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

**Catchment Area Zip Codes – Exhibit G
MS 1920 Contract**

MS-1920-33

KINGS/TULARE AREA AGENCY ON AGING

Kings County

Armona	93202
Avenal	93204
Corcoran	93212
Hanford	93230, 93231, 93232
Kettleman City	93239
Lemoore	93245
Stratford	93266

Tulare County

Alpaugh	93201
California Hot Springs	93207
Camp Nelson	93208
Corcoran	93212
Ducor	93218
Earlimart	93219
Exeter	93221
Farmersville	93223
Goshen	93227
Ivanhoe	93235
Kaweah	93237
Laton	93242
Lemon Cove	93244
Lindsay	93247, 93240
Delano	93250
Pixley	93256
Porterville	93257
Woodville/Poplar	93258
Posey	93260
Richgrove	93261
Sequoia National Park	93262
Springville	93265
Strathmore	93267
Terra Bella	93270
Three Rivers	93271
Tipton	93272
Tulare	93274
Visalia	93277-93279,
Visalia	93290-93292
Woodlake	93286
Cutler	93615
Dinuba/New London	93618
Orosi/Badger	93647
Riverdale	93656
Sultana	93666
Yettem	93670
Traver	93673