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

AGREEMENT NUMBER
AP-1819-29
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
California Department of Aging

CONTRACTOR'S NAME
County of El Dorado

2. The term of this Agreement is: July 1, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: $ 1,051,561.00
One million fifty-one thousand five hundred sixty-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.

Exhibit A – Scope of Work	16 pages
Exhibit B – Budget Detail, Payment Provisions, and Closeout	14 pages
Exhibit C* – General Terms and Conditions	GTC 04/2017
Exhibit D – Special Terms and Conditions	33 pages
Exhibit E – Additional Provisions	16 pages

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 http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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

CONTRACTOR	California Department of General Services Use Only
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* County of El Dorado	
BY *(Authorized Signature)* ☒ 5/11/18 Patricia Charles-Heathers DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Patricia Charles-Heathers, Ph.D., M.P.A., Director, Health and Human Services Agency	
ADDRESS 3057 Briw Road, Suite A, Placerville, CA 95667-5335	
STATE OF CALIFORNIA	
AGENCY NAME California Department of Aging	
BY *(Authorized Signature)* ☒ DATE SIGNED *(Do not type)* 7/9/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Glenn Wallace, Manager, Contracts and Business Services Section	☒ Exempt per: AG OP 80-111.
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834	

CA DEPARTMENT OF AGING
RECEIVED

MAY 16 2018

CONTRACTS & BUSINESS
SERVICES

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-1819-29**.

2. The services shall be performed in Planning and Service Area(s): 29.

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: County of El Dorado
Name: Fiscal, Data & Planning Manager	Name: Michelle Hunter, Director
Phone (916) 419-7556	Phone: (530) 621-6161
Fax: (916) 928-2510	Fax: (530) 653-2207

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: County of El Dorado
Section/Unit: Business Services and Contracts	Section/Unit: Area Agency on Aging
Attention: Christian Margedant	Attention: Michelle Hunter
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 3057 Briw Road, Suite A, Placerville, CA, 95667-5335
Phone: (916) 419-7157	Phone: (530) 621-6161
Fax: (916) 928-2500	Fax: (530) 653-2207
Email: Christian.Margedant@aging.ca.gov	Email: michelle.hunter@edcgov.us

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
(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)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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-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)]

    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 reallotment process. [22 CCR 7314(a)(8)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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.

    d. Proceeds from the sale of items purchased under a CDA contract agreement.

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).

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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)]

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]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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 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)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

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)

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.

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.

ARTICLE II. SCOPE OF WORK (Continued)

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.

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.

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.

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.

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.

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. <u>Indirect Costs</u>

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)].

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate 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 and used to meet the minimum matching requirements (Title III and Title VII only).

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.

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.

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

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. <u>One-Time Only (OTO) Funds</u>

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.

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.

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.

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

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 prior approval from CDA. The contractor must submit a detailed listing of equipment purchases in its 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).

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.

State of California
California Department of Aging
CDA 001 (Rev. 11/05)

Award #: AP-1819-29
Date: 7/1/2018
Amendment #:
Issue Date:

AREA PLAN
Budget Display
Fiscal Year 2018-19 (Federal Funding Years 2018 & 2019)
County of El Dorado

12 months (July 1, 2018 - June 30, 2019)

	Project Number	Baseline		Baseline Adjustments	Cumulative Transfers	Updated Baseline	Cumulative OTO	Updated Total	Net Change
Supportive Services									
Federal Title IIIB	3BSL18-18	49,474	(b)	-	-	49,474	-	49,474	-
Federal Title IIIB	3BSL19-18	148,422	(c)	-	-	148,422	-	148,422	-
Total Supportive Services		197,896		-	-	197,896	-	197,896	-
Ombudsman									
Federal Title IIIB	3BOL18-18	4,592	(b)	-	-	4,592	-	4,592	-
Federal Title IIIB	3BOL19-18	13,775	(c)	-	-	13,775	-	13,775	-
Federal Title VIIa	7OFL18-18	5,870	(b)	-		5,870	-	5,870	-
Federal Title VIIa	7OFL19-18	17,611	(c)	-		17,611	-	17,611	-
General Fund IIIB	B1GL	4,585	(a)	-	-	4,585		4,585	-
Public Health L & C Program Fund	LCPF	1,834	(a)	-		1,834		1,834	-
State Health Facilities Citation Penalties Account	SDFL	2,998	(a)			2,998	-	2,998	-
SNF Quality & Accountability	SNFL	8,712	(a)			8,712		8,712	-
Total Ombudsman		59,977		-	-	59,977	-	59,977	-
Congregate Nutrition									
Federal Title IIIC1	3C1L18-18	55,058	(b)	-	-	55,058	-	55,058	-
Federal Title IIIC1	3C1L19-18	165,173	(c)	-	-	165,173	-	165,173	-
General Fund C1	C1GL	20,933	(a)	-	-	20,933		20,933	-
NSIP C1	NC1L18-18	11,139	(b)	-	-	11,139	-	11,139	-
NSIP C1	NC1L19-18	33,418	(c)	-	-	33,418	-	33,418	-
Total Congregate Nutrition		285,721		-	-	285,721	-	285,721	-
Home-Delivered Meals									
Federal Title IIIC2	3C2L18-18	43,212	(b)	-	-	43,212	-	43,212	-
Federal Title IIIC2	3C2L19-18	129,635	(c)	-	-	129,635	-	129,635	-
General Fund C2	C2GL	23,118	(a)	-	-	23,118		23,118	-
NSIP C2	NC2L18-18	19,937	(b)	-	-	19,937	-	19,937	-
NSIP C2	NC2L19-18	59,810	(c)	-	-	59,810	-	59,810	-
Total Home Delivered Meals		275,712		-	-	275,712	-	275,712	-
Disease Prevention									
Federal Title IIID	3DFL18-18	3,421	(b)	-		3,421	-	3,421	-
Federal Title IIID	3DFL19-18	10,263	(c)	-		10,263	-	10,263	-
Total Disease Prevention		13,684		-	-	13,684	-	13,684	-
Family Caregiver									
Federal Title IIIE	3EFL18-18	23,869	(b)	-	-	23,869	-	23,869	-
Federal Title IIIE	3EFL19-18	71,606	(c)	-	-	71,606	-	71,606	-
Total Title IIIE		95,475		-	-	95,475	-	95,475	-
Elder Abuse									
Federal Title VII	7EFL18-18	774	(b)	-		774	-	774	-
Federal Title VII	7EFL19-18	2,320	(c)	-		2,320	-	2,320	-
Total Elder Abuse		3,094		-	-	3,094	-	3,094	-

Administration									
Federal Title IIIB	3BAL18-18	9,305	(b)	-	-	9,305	-	9,305	-
Federal Title IIIB	3BAL19-18	27,916	(c)	-	-	27,916	-	27,916	-
Federal Title IIIC1	C1AL18-18	9,305	(b)	-	-	9,305	-	9,305	-
Federal Title IIIC1	C1AL19-18	27,914	(c)	-	-	27,914	-	27,914	-
Federal Title IIIC2	C2AL18-18	7,303	(b)	-	-	7,303	-	7,303	-
Federal Title IIIC2	C2AL19-18	21,908	(c)	-	-	21,908	-	21,908	-
Federal Title IIIE	3EAL18-18	4,025	(b)	-	-	4,025	-	4,025	-
Federal Title IIIE	3EAL19-18	12,074	(c)	-	-	12,074	-	12,074	-
General Fund C1	1GAL	199	(a)	-	-	199		199	-
General Fund C2	2GAL	53	(a)	-	-	53		53	-
Total Administration		120,002		-	-	120,002	-	120,002	-
Funding Summary									
Federal Funds		989,129		-	-	989,129	-	989,129	-
General Fund		48,888		-	-	48,888	-	48,888	-
Public Health L & C Program Fund		1,834		-	-	1,834	-	1,834	-
SNF Quality & Accountability		8,712		-		8,712	-	8,712	-
State Health Facilities Citation Penalties Account		2,998		-		2,998	-	2,998	-
Grand Total - All Funds		**1,051,561**		**-**	**-**	**1,051,561**	**-**	**1,051,561**	**-**

Comments:

The maximum amount of Title IIIE expenditures allowable for supplemental services is:	29,753
The maximum amount of Title IIIE expenditures allowable for Grandparents is:	14,877
The minimum General Fund to be expended for State Match in Title III is:	35,568

CFDA NUMBER	Year	Award #	Award Name
93.041	2018	18AACAT7EA	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.041	2019	19AACAT7EA	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.042	2018	18AACAT7OM	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	2019	19AACAT7OM	Older Americans Act Title VII-Allotments For Vulnerable Elder Rights Protection Activities
93.043	2018	18AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.043	2019	19AACAT3PH	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2018	18AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	2019	19AACAT3SS	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	18AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2019	19AACAT3CM	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2018	18AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	2019	19AACAT3HD	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2018	18AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	2019	19AACAT3FC	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	2018	18AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program
93.053	2019	19AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

(a) Funds must be expended by 6/30/19 and final expenditures reported in closeout by 7/31/19.

(b) Funds must be obligated by 9/30/18 and final expenditures reported in closeout by 7/31/19. The baseline request to be transferred for the project (7/1/18-9/30/18) is due 5/1/18. These funds may not be carried over into a following year contract.

(c) Funds must be reported in closeout by 7/31/19 and may be carried over into the following year contract. The baseline request to be transferred for the project (10/1/18-6/30/19) is due 1/15/19.

GTC 04/2017

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).)

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.

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.

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 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.

ARTICLE II. ASSURANCES (Continued)

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]

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.]

ARTICLE II. ASSURANCES (Continued)

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.

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.

ARTICLE II. ASSURANCES (Continued)

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]

   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.

ARTICLE II. ASSURANCES (Continued)

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 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.

ARTICLE II. ASSURANCES (Continued)

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.

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.

ARTICLE II. ASSURANCES (Continued)

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:

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.

ARTICLE II. ASSURANCES (Continued)

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.

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.

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.

ARTICLE V. SUBCONTRACTS (Continued)

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.

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 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.

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.

ARTICLE VII. PROPERTY (Continued)

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 <u>may not occur until approval is received from CDA</u>. 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, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

ARTICLE VII. PROPERTY (Continued)

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.

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. 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 [formerly OMB Circular A-133]. A copy shall be submitted to the:

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

ARTICLE X. AUDIT REQUIREMENTS (Continued)

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.

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.

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.

B. 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.

C. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

D. 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.

Contract resolution includes:

1. 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 [formerly OMB Circular A-133] as summarized in Section D and E of this Article.

2. 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.

3. 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

ARTICLE X. AUDIT REQUIREMENTS (Continued)

assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).

4. 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]

5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

E. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements [formerly OMB Circular A-133] requirements:

1. 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]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

2. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509]

3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]

4. 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]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].

F. 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.

G. 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.

H. 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:

1. 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

2. 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 –

ARTICLE X. AUDIT REQUIREMENTS (Continued)

Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

a. 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.

b. 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]

I. 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:

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:

ARTICLE XI. INSURANCE (Continued)

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.

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

ARTICLE XI. INSURANCE (Continued)

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 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:

ARTICLE XII. TERMINATION (Continued)

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.

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.

ARTICLE XII. TERMINATION (Continued)

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 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.

ARTICLE XII. TERMINATION (Continued)

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.

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), 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

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

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 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.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

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 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.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

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.

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.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in 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.

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.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

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]

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.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

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]

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. <u>Compliance Monitoring</u>

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]

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

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. <u>Assurances Specific to the Ombudsman Program</u>

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]

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.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

TITLE III ADMIN AND TITLE III PROGRAMS COSTS SUMMARY

BUDGET PERIOD: July 1, 2018 - June 30, 2019 | [X] ORIGINAL [ ] REVISION # | CONTRACT NO.: AP-1819-29 | DATE: 4/4/2018 | PSA # 29

AAA DIRECT SERVICE COST CATEGORIES		(a) Area Plan Admin	(b) III B Supportive Svcs	(c) III C-1 Congregate Nutr	(d) III C-2 Home Del Nutr	(e) III D Disease Prev	(f) III E Family Caregiver	(g) Total Title III
1. Personnel	CASH	154,093	635,639	289,504	537,651	30,525	135,688	1,783,100
(+)	IN-KIND	-	37,000	25,812	107,689	-	-	170,501
2. Staff Travel	CASH	6,100	6,889	70	130	400	1,200	14,789
(+)	IN-KIND							-
3. Staff Training	CASH	3,550	652	79	146			4,427
(+)	IN-KIND							-
4. Property / Equipment	CASH	-	-	-	-	-	-	-
(+)	IN-KIND							-
5. Vendor / Consultant Agreements	CASH	3,500		12,607	23,413			39,520
(+)	IN-KIND							-
6. Food Costs	CASH			90,466	318,251			408,717
(+)	IN-KIND							-
7. Other Costs	CASH	55,281	40,278	39,914	182,128	627	15,393	333,621
(+)	IN-KIND	17,770	19,834	23,021	8,870		43,300	112,795
8. Allocated Costs*	CASH							-
(+)	IN-KIND							-
9.AREA AGENCY DIRECT COSTS	CASH	222,524	683,458	432,640	1,061,719	31,552	152,281	2,584,174
(=)	IN-KIND	17,770	56,834	48,833	116,559	-	43,300	283,296
10. Indirect Costs	CASH	22,252	66,767	43,264	106,171	3,155	15,175	256,784
(+)	IN-KIND	6,588	83,197	27,919	26,025	3,583	15,095	162,407
11.TOTAL AREA AGENCY COSTS	CASH	244,776	750,225	475,904	1,167,890	34,707	167,456	2,840,958
(=)	IN-KIND	24,358	140,031	76,752	142,584	3,583	58,395	445,703
12.Subrecipient Contractor Services	CASH		-	-	-	-	-	-
(+)	IN-KIND		-	-	-	-	-	-
13.TOTAL TITLE III	CASH	244,776	750,225	475,904	1,167,890	34,707	167,456	2,840,958
(=)	IN-KIND	24,358	140,031	76,752	142,584	3,583	58,395	445,703
14.TOTAL CASH & IN-KIND		269,134	890,256	552,656	1,310,474	38,290	225,851	3,286,661

Payment Method: Reimbursement [X] Advance [ ]

HHS Approved Indirect Cost Rate(s):

AREA PLAN BUDGET APPROVAL

FOR STATE USE ONLY

Program Fiscal Team Analyst:	Date	Program Fiscal Team Manager:	Date
	5/15/18		5/17/18

* - Must submit allocation plan with Area Plan Budget

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

TITLE VII, SPECIAL OMBUDSMAN AND TOTAL COSTS SUMMARY

BUDGET PERIOD: July 1, 2018 - June 30, 2019			[X] ORIGINAL [ ] REVISION #		CONTRACT NO.: AP-1819-29		DATE: 4/4/2018	PSA # 29
AAA DIRECT SERVICE COST CATEGORIES		(a) VII Ombudsman	(b) VII Elder Abuse Prev	(c) Total **Title III & VII**	(d) Ombudsman PH L&C	(e) Ombudsman SHF Clt. Pen.	(f) Ombudsman SNFQAF	(g) **Total Area Plan**
1. Personnel	CASH	41,484	10,645	1,835,229	3,191	5,318	15,955	1,859,693
(+)	IN-KIND	-	-	170,501	-	-	-	170,501
2. Staff Travel	CASH	117		14,906	9	15	45	14,975
(+)	IN-KIND			-				-
3. Staff Training	CASH	156		4,583	12	20	60	4,675
(+)	IN-KIND			-				-
4. Property / Equipment	CASH	-	-	-	-	-	-	-
(+)	IN-KIND							
5. Vendor / Consultant Agreements	CASH			39,520				39,520
(+)	IN-KIND			-				-
6. Food Costs	CASH			408,717				408,717
(+)	IN-KIND			-				-
7. Other Costs	CASH	2,072	36	335,729	159	266	797	336,951
(+)	IN-KIND			112,795				112,795
8. Allocated Costs*	CASH			-				-
(+)	IN-KIND			-				-
9.AREA AGENCY DIRECT COSTS	CASH	43,829	10,681	2,638,684	3,371	5,619	16,857	2,664,531
(=)	IN-KIND	-	-	283,296	-	-	-	283,296
10. Indirect Costs	CASH			256,784	337	561	1,685	259,367
(+)	IN-KIND			162,407	319	532	1,595	164,853
11.TOTAL AREA AGENCY COSTS	CASH	43,829	10,681	2,895,468	3,708	6,180	18,542	2,923,898
(=)	IN-KIND	-	-	445,703	319	532	1,595	448,149
12. Subrecipient Contractor Services	CASH			-				-
(+)	IN-KIND			-				-
13.TOTAL AREA PLAN	CASH	43,829	10,681	2,895,468	3,708	6,180	18,542	2,923,898
(=)	IN-KIND	-	-	445,703	319	532	1,595	448,149
14.TOTAL CASH & IN-KIND		43,829	10,681	3,341,171	4,027	6,712	20,137	3,372,047

* - Must submit allocation plan with Area Plan Budget

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

TITLE III, TITLE VII, AND SPECIAL OMBUDSMAN FUNDING SUMMARY

BUDGET PERIOD: July 1, 2018 - June 30, 2019		[X] ORIGINAL [ ] REVISION #			CONTRACT NO.: AP-1819-29		DATE: 4/4/2018	PSA # 29
SECTION A FUNDING SOURCES		(a) Area Plan Admin	(b) III B Supportive Svcs	(c) III C-1 Congregate Nutr	(d) III C-2 Home Del Nutr	(e) III D Disease Prev	(f) III E Family Caregiver	**(g) Total Title III**
1. Program Income	CASH		138,200	130,000	101,000	100	400	369,700
2. NSIP	CASH			44,557	79,747			124,304
3. Intentionally Blank	CASH							-
4. Non-Matching	CASH		-	4,413	8,197	-	-	12,610
Contributions	IN-KIND		-	-	-	-	-	-
5. State Funds	CASH	252	4,585	20,933	23,118			48,888
6. Matching	CASH	124,774	391,177	55,770	782,981	20,923	71,581	1,447,206
Contributions	IN-KIND	24,358	140,031	76,752	142,584	3,583	58,395	445,703
7. Federal Funding	CASH	119,750	216,263	220,231	172,847	13,684	95,475	838,250
8.TOTAL TITLE III FUNDING	CASH	244,776	750,225	475,904	1,167,890	34,707	167,456	2,840,958
	IN-KIND	24,358	140,031	76,752	142,584	3,583	58,395	445,703
9. TOTAL CASH & IN-KIND		269,134	890,256	552,656	1,310,474	38,290	225,851	3,286,661
SECTION B FUNDING SOURCES		(h) VII Ombudsman	(i) VII Elder Abuse Prev	**(j) Total Title III & VII**	(k) Ombudsman PH L&C	(l) Ombudsman SHF Cit. Pen.	(m) Ombudsman SNFQAF	**(n) Total Area Plan**
10. Program Income	CASH			369,700				369,700
11. NSIP	CASH			124,304				124,304
12. Intentionally Blank	CASH			-				-
13. Non-Matching	CASH			12,610				12,610
Contributions	IN-KIND			-				-
14. State Funds	CASH			48,888	1,834	2,998	8,712	62,432
15. Matching	CASH	20,348	7,587	1,475,141	1,874	3,182	9,830	1,490,027
Contributions	IN-KIND			445,703	319	532	1,595	448,149
16. Federal Funding	CASH	23,481	3,094	864,825				864,825
17.TOTAL AREA PLAN FUNDING	CASH	43,829	10,681	2,895,468	3,708	6,180	18,542	2,923,898
	IN-KIND	-	-	445,703	319	532	1,595	448,149
18. TOTAL CASH & IN-KIND		43,829	10,681	3,341,171	4,027	6,712	20,137	3,372,047

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

MATCHING CONTRIBUTIONS & ADEQUATE PROPORTION COMPLIANCE

BUDGET PERIOD: July 1, 2018 - June 30, [X] ORIGINAL [ ] REVISION #

CONTRACT NO.: AP-1819-29 | DATE: 4/4/2018 | PSA # 29

SECTION A
AREA PLAN ADMINISTRATION MATCHING CONTRIBUTIONS

Source	Cash	In-Kind	Total
El Dorado County	124,774	24,358	149,132
			-
			-
			-
			-
TOTAL	124,774	24,358	149,132

SECTION B (may include Public Admin Match from Section A)
LOCAL PUBLIC AGENCIES MATCHING CONTRIBUTIONS

Source	Cash	In-Kind	Total
El Dorado County	1,365,253	423,791	1,789,044
			-
			-
			-
			-
TOTAL	1,365,253	423,791	1,789,044

SECTION C
MINIMUM MATCHING REQUIREMENTS COMPLIANCE

ITEM	(a) Area Plan Admin	(b) Title III B & III C pooled	(c) Title III E Programs	(d) Total Min Matching	
1. Costs to be Matched	268,882	2,137,703	225,451	2,632,036	
2. Required Matching Percentages	25%	10.53%	25%		
3. Minimum Required Match	67,221	225,100	56,363	348,684	
4. Match Budgeted (from Page 3)	149,132	1,546,729	129,976	1,825,837	<<< Compare to line 3
5. Required Local Public Agencies Matching = Line 3 x 25%				87,171	<<< Compare to Section B Total

SECTION D **ADEQUATE PROPORTION CALCULATION**

Priority Services (Do not include OTO)	Federal Share	Auto-calculated % of Baseline Funding	AAA Approved Percentage from Area Plan
5. Information & Assistance	52,285		
6. Case Management	-		
7. Assisted Transportation	1,000		
8. Transportation	500		
9. Outreach	9,355		
10. Comprehensive Assess.	-		
11. Health	-		
12. Mental Health	-		
13. Public Information	-		
14. Total Access	**63,140**	**31.9%**	**18%**
15. Personal Care	-		
16. Homemaker	-		
17. Chore	-		
18. Visiting	-		
19. Respite Care	-		
20. Alzheimer's Day Care	-		
21. Residential Repairs/Mods.	-	Auto-calculated % of Base*	AAA Approved Percentage from Area Plan
22. Adult Day/Health Care	-		
23. Telephone Reassurance	4,919		
24. Total In-Home	**4,919**	**2.5%**	**1.3%**
25. Legal Assistance	**59,369**	**30.0%**	**30%**

SECTION E
ADEQUATE PROPORTION CALCULATION FOR PRIORITY SERVICES

BUDGETED BASELINE FUNDS		Amount
1. Total Supportive Services Federal Share	(+)	216,263
2. Less III B Ombudsman Federal Share	(-)	18,367
3. Less III B One-Time-Only	(-)	-
4. Equals III B Supportive Services Base Allocation	(=)	197,896

* Total Priority Service Federal Share Divided by III B Base (line 4)
^ As Approved in the Area Plan

SECTION F
OMBUDSMAN MAINTENANCE OF EFFORT CASH FUNDING COMPLIANCE

Title III B OMBI	State IIIB OMBI	Title VII OMBI	State Special OMB	Total OMBI Cash
42,393	4,585	43,829	28,430	119,237

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
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TRANSFER REQUESTS

BUDGET PERIOD: July 1, 2018 - June 30, 201	[X] ORIGINAL [ ] REVISION #	CONTRACT NO.: AP-1819-29	DATE: 4/4/2018	PSA # 29

3 Month Federal Baseline Funding Transfer Requests

3 MONTH TRANSFER OF FUNDS REQUEST Transfers allowed in Original Budget only **Federal Funds**	Current 3 Month Budget Display Allocations	Must Net Zero Increase	 Decrease	New 3 Month Budget Display Allocations	JUSTIFICATIONS Provide justification for YTD Transfers of 3 Month Baseline exceeding 30% between IIIB & IIIC or 40% between IIIC-1 & IIIC-2
III B Admin				0	Justification:
III C-1 Admin				0	
III C-2 Admin				0	
III B Ombudsman				0	
III B Program				0	
III C-1 Program				0	
III C-2 Program				0	
III E Admin				0	
III E Program				0	
NSIP C-1 Congr Program				0	
NSIP C-2 Home Del Program				0	

9 Month Federal Baseline Funding Transfer Requests

9 MONTH TRANSFER OF FUNDS REQUEST Do Not Include OTO **Federal Funds**	Current 9 Month Budget Display Baseline Alloc.	Must Net Zero Increase	 Decrease	New 9 Month Budget Display Baseline Alloc.	JUSTIFICATIONS Provide justification for YTD Transfers of 9 Month Baseline exceeding 30% between IIIB & IIIC or 40% between IIIC-1 & IIIC-2
III B Admin				0	Justification:
III C-1 Admin				0	
III C-2 Admin				0	
III B Ombudsman				0	
III B Program				0	
III C-1 Program				0	
III C-2 Program				0	
III E Admin				0	
III E Program				0	
NSIP C-1 Congr Program				0	
NSIP C-2 Home Del Program				0	

12 Month Allocated State Funding Transfers

12 MONTH TRANSFER OF FUNDS REQUEST **State Funds**	Current 12 Month Budget Display Allocations	Must Net Zero Increase	 Decrease	New 12 Month Budget Display Allocations	JUSTIFICATIONS Provide justification for YTD Transfers of 9 Month Baseline exceeding 30% between IIIB & IIIC or 40% between IIIC-1 & IIIC-2
State B Ombudsman				0	Justification:
State C-1 Admin				0	
State C-1 Program				0	
State C-2 Admin				0	
State C-2 Program				0	

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STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

SHEDULE OF PAID PERSONNEL COSTS ADMIN & TITLE III DIRECT PROGRAM SERVICES

BUDGET PERIOD: July 1, 2018 - June 30, 2019 | [X] ORIGINAL [ ] REVISION # | CONTRACT NO.: AP-1819-29 | DATE: 4/4/2018 | PSA # 29

POSITION CLASSIFICATION	Annual FTE Wage Rate	FTE %	Admin	FTE %	Direct III B	FTE %	Direct III C-1	FTE %	Direct III C-2	FTE %	Direct III D	FTE %	Direct III E	FTE %	Total Title III
Program Manager	120,761	65.0%	78,495											65.0%	78,495
Department Analyst I/II	82,173	25.0%	20,543											25.0%	20,543
Program Assistant	47,320			5.0%	2,366					25.0%	11,830	70.0%	33,123	100.0%	47,319
Program Assistant	51,766			20.0%	10,353									20.0%	10,353
Program Assistant	47,320			100.0%	47,320									100.0%	47,320
Program Assistant	42,932			50.0%	21,466									50.0%	21,466
Program Assistant	49,686			50.0%	24,843									50.0%	24,843
Program Assistant	47,320			10.0%	4,732									10.0%	4,732
Program Coordinator	49,400			10.0%	4,940					11.6%	5,720	92.6%	45,760	114.2%	56,420
Program Coordinator	58,561			25.0%	14,640									25.0%	14,640
Program Coordinator	59,923					35.0%	20,973	65.0%	38,950					100.0%	59,923
Paralegal I/II	47,649			100.0%	47,649									100.0%	47,649
Secretary	39,062			100.0%	39,062									100.0%	39,062
Senior Citizens Attorney I/II/III	116,386			50.0%	58,193									50.0%	58,193
Senior Citizens Attorney I/II/III	98,964			95.0%	94,016									95.0%	94,016
Care Management Supervisor	71,216			30.4%	21,650									30.4%	21,650
Cook I/II	39,338					28.8%	11,312	53.4%	21,008					82.2%	32,320
Cook I/II	43,490					35.0%	15,221	65.0%	28,269					100.0%	43,490
Cook I/II	38,067					35.0%	13,323	65.0%	24,744					100.0%	38,067
Food Services Aide	30,621					20.8%	6,371	38.6%	11,833					59.4%	18,204
Food Services Aide	31,563					20.8%	6,556	38.6%	12,175					59.3%	18,731
Food Services Aide	31,568					22.1%	6,961	40.9%	12,927					63.0%	19,888
Food Services Supervisor	51,137					35.0%	17,898	65.0%	33,239					100.0%	51,137
Mealsite Coordinator	34,964					28.3%	9,912	52.7%	18,409					81.0%	28,321
Mealsite Coordinator	30,927					28.4%	8,768	52.6%	16,283					81.0%	25,051
Mealsite Coordinator	30,695					28.3%	8,702	52.7%	16,161					81.0%	24,863
Mealsite Coordinator	37,586					28.4%	10,656	52.6%	19,789					81.0%	30,445
Mealsite Coordinator	39,986					28.8%	11,496	53.4%	21,349					82.1%	32,845
Mealsite Coordinator	36,712					28.4%	10,408	52.7%	19,329					81.0%	29,737
Mealsite Coordinator	31,720					17.2%	5,440	31.9%	10,103					49.0%	15,543
Mealsite Coordinator	36,712					28.4%	10,408	52.7%	19,329					81.0%	29,737
Health Program Specialist	61,227					8.7%	5,357	16.3%	9,950					25.0%	15,307
														0.0%	-
														0.0%	-
TOTAL SALARIES			99,038		391,230		179,762		333,847		17,550		78,883		1,100,310
PAYROLL TAXES			1,436		5,673		2,247		4,172		255		1,143		14,926
EMPLOYEE BENEFITS			53,619		238,736		107,495		199,632		12,720		55,662		667,864
TOTAL PAID PERSONNEL COSTS			154,093		635,639		289,504		537,651		30,525		135,688		1,783,100

See below for additional personnel lines if needed

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STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

SCHEDULE OF PAID PERSONNEL COSTS TITLE III, TITLE VII, AND SPECIAL OMBUDSMAN DIRECT PROGRAM SERVICES

BUDGET PERIOD: July 1, 2018 - June 30, 2019 | [X] ORIGINAL [ ] REVISION # | CONTRACT NO.: AP-1819-29 | DATE: 4/4/2018 | PSA # 29

POSITION CLASSIFICATION	Annual FTE Wage Rate	FTE %	Direct VII Ombi	FTE %	Direct VII EAP	FTE %	Total Title III & VII	FTE %	Direct Ombi PH L&C	FTE %	Direct Ombi SHF Cit Pen	FTE %	Direct Ombi SNFQAF	Total FTE%	Total Area Plan
Program Manager	120,761					65.0%	78,495							65.0%	78,495
Department Analyst I/II	82,173					25.0%	20,543							25.0%	20,543
Program Assistant	47,320					100.0%	47,319							100.0%	47,319
Program Assistant	51,766					20.0%	10,353							20.0%	10,353
Program Assistant	47,320					100.0%	47,320							100.0%	47,320
Program Assistant	42,932					50.0%	21,466							50.0%	21,466
Program Assistant	49,686					50.0%	24,843							50.0%	24,843
Program Assistant	47,320					10.0%	4,732							10.0%	4,732
Program Coordinator	49,400					114.2%	56,420							114.2%	56,420
Program Coordinator	58,561					25.0%	14,640							25.0%	14,640
Program Coordinator	59,923					100.0%	59,923							100.0%	59,923
Paralegal I/II	47,649					100.0%	47,649							100.0%	47,649
Secretary	39,062					100.0%	39,062							100.0%	39,062
Senior Citizens Attorney I/II/III	116,386					50.0%	58,193							50.0%	58,193
Senior Citizens Attorney I/II/III	98,964			5.0%	4,948	100.0%	98,964							100.0%	98,964
Care Management Supervisor	71,216	31.2%	22,219			61.6%	43,869	2.4%	1,709	4.0%	2,849	12.0%	8,546	80.0%	56,973
Cook I/II	39,338					82.2%	32,320							82.2%	32,320
Cook I/II	43,490					100.0%	43,490							100.0%	43,490
Cook I/II	38,067					100.0%	38,067							100.0%	38,067
Food Services Aide	30,621					59.4%	18,204							59.4%	18,204
Food Services Aide	31,563					59.3%	18,731							59.3%	18,731
Food Services Aide	31,568					63.0%	19,888							63.0%	19,888
Food Services Supervisor	51,137					100.0%	51,137							100.0%	51,137
Mealsite Coordinator	34,964					81.0%	28,321							81.0%	28,321
Mealsite Coordinator	30,927					81.0%	25,051							81.0%	25,051
Mealsite Coordinator	30,695					81.0%	24,863							81.0%	24,863
Mealsite Coordinator	37,586					81.0%	30,445							81.0%	30,445
Mealsite Coordinator	39,986					82.1%	32,845							82.1%	32,845
Mealsite Coordinator	36,712					81.0%	29,737							81.0%	29,737
Mealsite Coordinator	31,720					49.0%	15,543							49.0%	15,543
Mealsite Coordinator	36,712					81.0%	29,737							81.0%	29,737
Health Program Specialist	61,227					25.0%	15,307							25.0%	15,307
0	-					0.0%	-							0.0%	-
0	-					0.0%	-							0.0%	-
TOTAL SALARIES			22,219		4,948		1,127,477		1,709		2,849		8,546		1,140,581
PAYROLL TAXES			322		72		15,320		322		25		41		15,708
EMPLOYEE BENEFITS			18,943		5,625		692,432		1,160		2,444		7,368		703,404
TOTAL PAID PERSONNEL COSTS			41,484		10,645		1,835,229		3,191		5,318		15,955		1,859,693

See below for additional personnel lines if needed

For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

SCHEDULE OF IN-KIND PERSONNEL COSTS ADMIN, TITLE III , TITLE VII, AND SPECIAL OMBUDSMAN DIRECT PROGRAM SERVICES

BUDGET PERIOD: July 1, 2018 - June 30, 2019 | [X] ORIGINAL [ ] REVISION # | CONTRACT NO.: AP-1819-29 | DATE: 4/4/2018 | PSA # 29

POSITION CLASSIFICATION	Annual FTE Wage Rate	FTE %	Admin	FTE %	Direct III B	FTE %	Direct III C-1	FTE %	Direct III C-2	FTE %	Direct III D	FTE %	Direct III E	FTE %	Total Title III
Volunteer (Sr Legal)	19,000			13.2%	2,500									13.2%	2,500
Volunteer (Sr Center)	20,000			100.0%	20,000									100.0%	20,000
Volunteer (Ombudsman)	19,000			76.3%	14,500									76.3%	14,500
Volunteer (Kitchen Help)	71,501					36.1%	25,812	63.9%	45,689					100.0%	71,501
Volunteer (C2 Driver)	62,000							100.0%	62,000					100.0%	62,000
														0.0%	-
														0.0%	-
														0.0%	-
														0.0%	-
														0.0%	-
														0.0%	-
														0.0%	-
														0.0%	-
														0.0%	-
														0.0%	-
														0.0%	-
TOTAL SALARIES			-		37,000		25,812		107,689		-		-		170,501
PAYROLL TAXES															-
EMPLOYEE BENEFITS															-
TOTAL IN-KIND PERSONNEL COSTS			-		37,000		25,812		107,689		-		-		170,501

POSITION CLASSIFICATION	Annual FTE Wage Rate	FTE %	Direct VII A	FTE %	Direct VII B	FTE %	Total Title III & VII	FTE %	Direct Ombi PH L&C	FTE %	Direct Ombi SHF Cit Pen	FTE %	Direct Ombi SNFQAF	Total %	Total Area Plan
Volunteer (Sr Legal)	19,000					13.2%	2,500							13.2%	2,500
Volunteer (Sr Center)	20,000					100.0%	20,000							100.0%	20,000
Volunteer (Ombudsman)	19,000					76.3%	14,500							76.3%	14,500
Volunteer (Kitchen Help)	71,501					100.0%	71,501							100.0%	71,501
Volunteer (C2 Driver)	62,000					100.0%	62,000							100.0%	62,000
0	-					0.0%	-							0.0%	-
0	-					0.0%	-							0.0%	-
0	-					0.0%	-							0.0%	-
0	-					0.0%	-							0.0%	-
0	-					0.0%	-							0.0%	-
0	-					0.0%	-							0.0%	-
0	-					0.0%	-							0.0%	-
0	-					0.0%	-							0.0%	-
0	-					0.0%	-							0.0%	-
0	-					0.0%	-							0.0%	-
0	-					0.0%	-							0.0%	-
TOTAL SALARIES			-		-		170,501		-		-		-		170,501
PAYROLL TAXES							-								-
EMPLOYEE BENEFITS							-								-
TOTAL IN-KIND PERSONNEL COSTS			-		-		170,501		-		-		-		170,501

For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

SCHEDULE OF DIRECT (III B) SUPPORTIVE SERVICES, OMBUDSMAN AND OTHER SERVICES

BUDGET PERIOD: July 1, 2018 - June 30, 2019 | [X] ORIGINAL [ ] REVISION # | CONTRACT NO.: AP-1819-29 | DATE: 4/4/2018 | PSA # 29

SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	Non-Matching Contributions (c) Cash	Non-Matching Contributions (d) In-Kind	(e) State Funds	Matching Contributions (f) Cash	Matching Contributions (g) In-Kind	(h) Federal Share
Supportive Services:								
Personal Care (In-Home)*								-
Homemaker (In-Home)*								-
Chore (In-Home)*								-
Adult Day/Health Care (In-Home)*								-
Case Management (Access)*								-
Assisted Transportation (Access)*	1,000							1,000
Transportation (Access)*	500							500
Legal Assistance*	472,392	123,000				233,674	56,349	59,369
Information & Assistance (Access)*	155,777	3,200				90,609	9,683	52,285
Outreach (Access)*	9,355							9,355
Ombudsman	65,518				4585	24,026	18,540	18,367
Other Support Services:								
Program Development								-
Coordination								-
CARS Data Reporting								-
Alzheimer's Day Care (In-Home)*								-
Comprehensive Assessment (Access)*								-
Health (Access) *								-
Mental Health (Access) *								-
Public Information (Access)*								-
Residential Repairs/Modifications (In-Home)*								-
Respite Care (In-Home)*								-
Telephone Reassurance (In-Home)*	4,919							4,919
Visiting (In-Home)*								-
Cash/Material Aid								-
Community Education								-
Disaster Preparedness Materials								-
Employment								-
Housing								-
Interpretation/Translation								-
Mobility Management								-
Peer Counseling								-
Personal Affairs Assistance								-
Personal/Home Security								-
Registry								-
Senior Center Activities								-
Emergency Preparedness								-
Senior Center Staffing	180,795	12,000				42,868	55,459	70,468
Total IIB Other Support Services	185,714	12,000	-	-	-	42,868	55,459	75,387
Total Direct III B	890,256	138,200	-	-	4,585	391,177	140,031	216,263

*Denotes Priority Services

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

SCHEDULE OF SUBRECIPIENT CONTRACTED (III B) SUPPORTIVE SERVICES, OMBUDSMAN AND OTHER SERVICES

BUDGET PERIOD: July 1, 2018 - June 30, 2019 | [X] ORIGINAL [ ] REVISION # | CONTRACT NO.: AP-1819-29 | DATE: 4/4/2018 | PSA # 29

SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	Non-Matching Contributions (c) Cash	Non-Matching Contributions (d) In-Kind	(e) State Funds	Matching Contributions (f) Cash	Matching Contributions (g) In-Kind	(h) Federal Share
Supportive Services:								
Personal Care (In-Home)*								-
Homemaker (In-Home)*								-
Chore (In-Home)*								-
Adult Day/Health Care (In-Home)*								-
Case Management (Access)*								-
Assisted Transportation (Access)*								-
Transportation (Access)*								-
Legal Assistance*								-
Information & Assistance (Access)*								-
Outreach (Access)*								-
Ombudsman								-
Other Support Services:								
Alzheimer's Day Care (In-Home)*								-
Comprehensive Assessment (Access)*								-
Health (Access) *								-
Mental Health (Access) *								-
Public Information (Access)*								-
Residential Repairs/Modifications (In-Home)*								-
Respite Care (In-Home)*								-
Telephone Reassurance (In-Home)*								-
Visiting (In-Home)*								-
Cash/Material Aid								-
Community Education								-
Disaster Preparedness Materials								-
Employment								-
Housing								-
Interpretation/Translation								-
Mobility Management								-
Peer Counseling								-
Personal Affairs Assistance								-
Personal/Home Security								-
Registry								-
Senior Center Activities								-
Emergency Preparedness								-
Senior Center Staffing								-
Total Contracted IIIB Other Supp Srvcs	-	-	-	-	-	-	-	-
Total Contracted IIIB	-	-	-	-	-	-	-	-
Total Direct IIIB (from Page 9)	890,256	138,200	-	-	4,585	391,177	140,031	216,263
Total III B	890,256	138,200	-	-	4,585	391,177	140,031	216,263

*Denotes Priority Services

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

SCHEDULE OF (III C-1 & III c-2) NUTRITION AND (III D) DISEASE PREVENTION & HEALTH PROMOTION PROGRAMS

BUDGET PERIOD: July 1, 2018 - June 30, 2019 | [X] ORIGINAL [ ] REVISION # | CONTRACT NO.: AP-1819-29 | DATE: 4/4/2018 | PSA # 29

SERVICE CATEGORIES	(a) Total Budgeted Costs	(b) Program Income	(c) NSIP	(d) Intentionally Blank	Non-Matching Contributions (e) Cash	Non-Matching Contributions (f) In-Kind	(g) State Funds	Matching Contributions (h) Cash	Matching Contributions (i) In-Kind	(j) Federal Share
III C-1 Congregate Programs										
Direct III C-1										
Congregate Meals	549,774	130,000	44,557		4,413		20,933	55,770	76,752	217,349
Nutrition Counseling										-
Nutrition Education	2,882									2,882
Total Direct III C-1	552,656	130,000	44,557	-	4,413	-	20,933	55,770	76,752	220,231
Subrecipient Contracted III C-1 Services										
Congregate Meals										-
Nutrition Counseling										-
Nutrition Education										-
Total Contracted III C-1	-	-	-	-	-	-	-	-	-	-
Total III C-1	552,656	130,000	44,557	-	4,413	-	20,933	55,770	76,752	220,231
III C-2 Home Delivered Programs										
Direct III C-2										
Home-Delivered Meals	1,309,033	101,000	79,747		8,197		23,118	782,981	142,584	171,406
Nutrition Counseling										-
Nutrition Education	1,441									1,441
Total Direct III C-2	1,310,474	101,000	79,747	-	8,197	-	23,118	782,981	142,584	172,847
Subrecipient Contracted III C-2 Services										
Home-Delivered Meals										-
Nutrition Counseling										-
Nutrition Education										-
Total Contracted III C-2	-	-	-	-	-	-	-	-	-	-
Total III C-2	1,310,474	101,000	79,747	-	8,197	-	23,118	782,981	142,584	172,847
III D Disease Prevention & Health Promotion Program										
Direct III D										
Dis Prev & Health Promotion	38,290	100						20,923	3,583	13,684
Subrecipient Contracted III D Services										
Disease Prev & Health Promotion										-
Total III D	38,290	100			-	-		20,923	3,583	13,684

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

SCHEDULE OF FAMILY CAREGIVER SUPPORT PROGRAM SERVICES (III E)

B BUDGET PERIOD: July 1, 2018 - June 30, 2019	[X] ORIGINAL [ ] REVISION #				CONTRACT NO.: AP-1819-29		DATE: 4/4/2018	PSA # 29
	(a) Total Budgeted	(b) Program	Non-Matching Contributions		(e) State	Matching Contributions		(h) Federal
CATEGORIES	Costs	Income	(c) Cash	(d) In-Kind	Funds	(f) Cash	(g) In-Kind	Share
Direct III E Family Caregivers								
Information Services	2,766					1,164	170	1,432
Access Assistance	98,196	400				24,516	38,909	34,371
Support Services	100,725					34,869	18,596	47,260
Respite Care	23,649					10,517	720	12,412
Supplemental Services	515					515	-	-
Total Direct III E Family Caregivers	225,851	400	-	-		71,581	58,395	95,475
Direct III E Grandparents								
Information Services								-
Access Assistance								-
Support Services								-
Respite Care								-
Supplemental Services								-
Total Direct III E Grandparents	-	-	-	-		-	-	-
Total Direct III E	225,851	400	-	-		71,581	58,395	95,475
Subrecipient Contracted III E Family Caregiv								
Information Services								-
Access Assistance								-
Support Services								-
Respite Care								-
Supplemental Services								-
Total Contracted III E Family Caregivers	-	-	-	-		-	-	-
Subrecipient Contracted III E Grandparents								
Information Services								-
Access Assistance								-
Support Services								-
Respite Care								-
Supplemental Services								-
Total Contracted III E Grandparents	-	-	-	-		-	-	-
Total Subrecipient Contracted III E	-	-	-	-		-	-	-
Total III E	225,851	400	-	-		71,581	58,395	95,475

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

BUDGETED FEDERAL ONE-TIME-ONLY

BUDGET PERIOD: July 1, 2018 - June 30, 2019	[X] ORIGINAL [ ] REVISION #	CONTRACT NO.: AP-1819-29	DATE: 4/4/2018	PSA # 29

Instructions: This is not a separate budget for One-Time-Only. Include OTO costs listed below on all support pages.

SERVICE CATEGORIES	(a) Baseline Services	(b) Equipment	(c) Home & Comm-Based Projects*	(d) Innovative Pilot Projects*	(e) Total OTO
III B					
Personal Care					-
Homemaker					-
Chore					-
Adult Day/Health Care					-
Case Management					-
Assisted Transportation					-
Transportation					-
Legal Assistance					-
Information & Assistance					-
Outreach					-
Ombudsman					-
Alzheimer's Day Care					-
Comprehensive Assessment					-
Health					-
Mental Health					-
Public Information					-
Residential Repairs/Mods.					-
Respite Care					-
Telephone Reassurance					-
Visiting					-
					-
					-
					-
					-
					-
CARS Data Reporting					-
Total III B OTO	-	-	-	-	-

III C-1	Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO
Congregate Meals					-
Nutrition Counseling					-
Nutrition Education					-
NSIP					-
Total III C-1 OTO	-	-	-	-	-

SERVICE CATEGORIES	(f) Baseline Services	(g) Equipment	(h) Home & Comm-Based Projects*	(i) Innovative Pilot Projects*	(j) Total OTO
III C-2					
Home-Delivered Meals					-
Nutrition Counseling					-
Nutrition Education					-
NSIP					-
Total III C-2 OTO	-	-	-	-	-

III D	Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO
No Longer Used					-
No Longer Used					-
Dis. Prev & Health Prom					-
Total III D OTO	-	-	-	-	-

III E Family Caregivers	Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO
Information Services					-
Access Assistance					-
Support Services					-
Respite Care					-
Supplemental Services					-
Total Family Caregivers	-	-	-	-	-
III E Grandparents					
Information Services					-
Access Assistance					-
Support Services					-
Respite Care					-
Supplemental Services					-
Total Grandparents	-	-	-	-	-
Total III E OTO	-	-	-	-	-

VII	Baseline Services	Equipment	Home & Comm-Based Projects*	Innovative Pilot Projects*	Total OTO
Ombudsman (VIIa)					-
Elder Abuse Prev (VIIb)					-

* Home & Comm-Based Projects and Innovative Pilot Projects Require Prior Approval
Please submit CDA 1031 for all OTO Projects budgeted

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

SCHEDULE OF PROPERTY/EQUIPMENT TO BE PURCHASED

BUDGET PERIOD: July 1, 2018 - June 30, 2019	[X] ORIGINAL [ ] REVISION #			CONTRACT NO.: AP-1819-29					DATE: 4/4/2018		PSA # 29	
Property / Equipment Description	(a) AAA Admin	(b) IIIB Supportive Services	(c) III C-1 Congregate	(d) III C-2 Home Del.	(e) III D Disease Prev.	(f) III E Family Caregiver	(g) VII Ombudsman	(h) VII Elder Abuse Prev.	(i) Ombi PH L&C	(j) Ombi SHF Cit. Penalty	(k) Ombi SNFQAF	(l) **TOTAL Equipment**
AAA Admin and Direct Service Property / Equipment with per unit cost of $500 or more requires departmental approval. (Must also complete Property/Equipment Justification page)												
												-
												-
												-
												-
												-
												-
												-
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												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
TOTAL AAA Admin and Direct Service Proper	-	-	-	-	-	-	-	-	-	-	-	-
Subrecipient Contractor Property / Equipment with per unit purchase price $500 or more requires departmental approval. (Must also complete Property/Equipment Justification page)												
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
												-
Total Contractor Property / Equipment	-	-	-	-	-	-	-	-	-	-	-	-

See below for more pages if needed

For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
AREA PLAN BUDGET
CDA 122 (REV 03/2018)

PROPERTY/EQUIPMENT JUSTIFICATION

BUDGET PERIOD: July 1, 2018 - June 30, 2019	[X] ORIGINAL [ ] REVISION #	CONTRACT NO.: AP-1819-29	DATE: 4/4/2018			PSA # 29
ITEM DESCRIPTION	CONTRACTOR NAME	PURPOSE/JUSTIFICATION/ALLOCATION Property / Equipment with a per unit price of $500 or more requires CDA approval	PER UNIT COST	QTY	FUNDING USED	TOTAL COST
AAA ADMIN AND DIRECT SERVICE PROPERTY / EQUIPMENT						
TOTAL AAA PROPERTY / EQUIPMENT PURCHASES						0
SUBRECIPIENT CONTRACTOR PROPERTY / EQUIPMENT						
TOTAL SUBRECIPIENT CONTRACTOR PROPERTY / EQUIPMENT						0
TOTAL PROPERTY / EQUIPMENT BUDGETED						0

See below for more pages if needed

For questions or accessibility assistance with this financial document, please contact CDAFiscalTeam@aging.ca.gov.

Contract #: AP-1819-29
Index Code: 531301

CONTRACT ROUTING SHEET

Date Prepared: 04-04-2018 **Need Date:**

PROCESSING DEPARTMENT:
Department: HHSA
Dept. Contact: Consie Mote
Phone #: Ext. 7118
Department Head Signature: Patricia Charles-Heathers
Patricia Charles-Heathers, PhD,MPA, Director

CONTRACTOR:
Name: CA Dept. of Aging
Address: 1300 National Drive, Suite 200
Sacramento, CA 95834
Phone:

CONTRACTING DEPARTMENT: Health and Human Services Agency
Service Requested: Funding to operate various Senior Services programs.
Contract Term: 07/01/2018 – 06/30/2019 Contract/Grant Value: $1,051,561.
Compliance with Human Resources requirements? N/A X Yes ____ No: ____
Compliance verified by: Incoming Funding.

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: X Disapproved: ____ Date: 4/17/2018 By: PJ
Approved: ____ Disapproved: ____ Date: ____ By: ____

EL DORADO COUNTY COUNSEL 2018 APR 12 PM 3:25

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: ✓ Disapproved: ____ Date: 4/19/2018 By:
Approved: ____ Disapproved: ____ Date: ____ By: ____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).
NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.
Departments: *Information Technologies (under separate cover)*
Approved: ____ Disapproved: ____ Date: ____ By: ____
Approved: ____ Disapproved: ____ Date: ____ By: ____

Yvonne Kollenigg 4/10/18
Chief Fiscal Officer Date

4/11/18
Deputy Director, Administration and Contracts Date

4/6/18
A/P or A/R Mgr Approval: Date

(R) 4/4/18
Contracts ASO Approval Date

Rev. 12/2000 (GS-GVP)

Contract #: AP-1819-29
Index Code: 531301

CONTRACT ROUTING SHEET

Date Prepared: 04-04-2018 **Need Date:** 04-18-2018

PROCESSING DEPARTMENT:
Department: HHSA
Dept. Contact: Consie Mote
Phone #: Ext. 7118
Department Head Signature:
Patricia Charles-Heathers, PhD,MPA, Director

CONTRACTOR:
Name: CA Dept. of Aging
Address: 1300 National Drive, Suite 200
Sacramento, CA 95834
Phone:

CONTRACTING DEPARTMENT: Health and Human Services Agency
Service Requested: Funding to operate various Senior Services programs.
Contract Term: 07/01/2018 – 06/30/2019 Contract/Grant Value: $1,051,561.
Compliance with Human Resources requirements? N/A X Yes ____ No: ____
Compliance verified by: Incoming Funding.

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: ____ Disapproved: ____ Date: ____ By: ____
Approved: ____ Disapproved: ____ Date: ____ By: ____
under separate cover

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: ____ Disapproved: ____ Date: ____ By: ____
Approved: ____ Disapproved: ____ Date: ____ By: ____
under separate cover

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).
NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.
Departments: *Information Technologies*
Approved: ✓ Disapproved: ____ Date: 4/10/18 By: [signature]
Approved: ____ Disapproved: ____ Date: ____ By: ____

Chief Fiscal Officer Date
Deputy Director, Administration and Contracts Date

A/P or A/R Mgr Approval: Date
Contracts ASO Approval Date

County of El Dorado
Information Technologies

Jon Henry
Deputy Director

Address: 360 Fair Lane
Placerville, CA 95667
Voice (530) 621-5452

MEMORANDUM

Date: April 10, 2017

To: Consie Mote, HHSA Contracts

Subject: Contract Review, HHSA Contract #AP-1819-29 Senior Services Programs Funding Agreement

---

Information Technologies reviewed the subject contract, and the following items are noted:

Exhibit D, Section XVIII, B. (page 27 of 33)
All data collected under this program that is considered confidential must be protected by 128-bit encryption. This applies to all desktops, laptops/tablets, and removable USB drives. HHSA should review their equipment inventory and notify IT if any devices need to have encryption enabled. The IT Department can also supply technical specs and quotes for encrypted USB drives.