



AGENDA  
BOARD OF SUPERVISORS, COUNTY OF MONO  
STATE OF CALIFORNIA

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified at far right.	Regular Meeting	MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517
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September 10, 2013

**TELECONFERENCE LOCATIONS:** 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at [www.monocounty.ca.gov](http://www.monocounty.ca.gov). If you would like to receive an automatic copy of this agenda by email, please send your request to Lynda Roberts, Clerk of the Board: [lroberts@mono.ca.gov](mailto:lroberts@mono.ca.gov).

**UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO**

**AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.**

9:00 AM Call meeting to Order  
Pledge of Allegiance

**OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD** on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

CLOSED SESSION

BOARD OF SUPERVISORS

**CLOSED SESSION WILL FOLLOW REGULAR MORNING SESSION.**

1a) Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente, and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--exclusive representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**Additional Departments:** County Administrator

1b) Closed Session - Public Employment (Bill Van Lente) - PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

2) APPROVAL OF MINUTES  
9:00 a.m.

A. Approve minutes of the Regular Meeting held on August 13, 14, 15, 2013.

3) **BOARD MEMBER REPORTS**

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

Approximately COUNTY ADMINISTRATIVE OFFICE  
10 Minutes

4) CAO Report regarding Board Assignments

Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

Approximately 15 minutes **DEPARTMENT REPORTS/EMERGING ISSUES**  
(PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

Approximately 5 minutes for

#### CONSENT AGENDA

Consent Items (All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

#### PUBLIC WORKS - ROAD DIVISION

5a) Speed Limit Ordinance - Second Reading - Second reading of the proposed Speed Limit Ordinance.

**Recommended Action:** Adopt proposed Ordinance No.13-\_\_\_\_, "An Ordinance of the Mono County Board of Supervisors Amending Sections 11.12.030 and 11.12.040, and Adding Section 11.12.070 to, the Mono County Code Pertaining to Speed Limits."

**Fiscal Impact:** \$1,000 or less to the Road Fund which is already included in the 2013-14 budget.

#### SOCIAL SERVICES

6a) Amendment to Contract with County of Inyo Pertaining to Eastern Sierra Area Agency on Aging for a Reduction in Funds - Proposed contract amendment with the County of Inyo Eastern Sierra Area Agency on Aging pertaining to a reduction in funding for FY 2012-13 and FY 2013-14.

**Recommended Action:** Approve County entry into proposed contract amendment and authorize the Mono County CAO to execute said amendment on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** Proposed contract amendment will decrease Mono County Senior Services revenue by \$525 for FY 2012-13, and by \$2,782 for FY 2013-14.

#### CLERK OF THE BOARD

7a) Reappointment to the First 5 Children and Families Commission - Reappointment of Stacey Adler, PhD to the First 5 Mono County Children and Families Commission.

**Recommended Action:** Reappoint Stacey Adler, PhD, Mono County Superintendent of Schools, to serve a subsequent three year term on the First 5 Commission expiring July 31, 2016.

**Fiscal Impact:** None.

#### FINANCE

**Additional Departments:** Bridgeport Fire Dept.

8a) Bridgeport Fire Department Financial Audit (Leslie Chapman) - Bridgeport Fire Department requests a waiver of the annual audit requirement to be replaced by a biennial audit in accordance with Government Code Section 26909.

**Recommended Action:** Waive the annual audit requirement and replace it with a biennial audit by unanimous vote of the Board.

**Fiscal Impact:** None to the County, cost of the audit is paid by Bridgeport Fire Department.

## REGULAR AGENDA

### CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are available for review and are located in the Office of the Clerk of the Board

### COMMUNITY DEVELOPMENT - PLANNING DIVISION

9a) Workshop on the Cumulative Impacts of Proposed Endangered Species (Wendy Sugimura, Dr. James Paulus, Consulting Biologist) - Workshop regarding proposals to list and designate critical habitat for the Sierra Nevada yellow-legged frog and Yosemite toad, and upcoming decision regarding listing of the Bi-State sage grouse  
40 minutes (20 minute presentation, 20 minute discussion)

**Recommended Action:** 1. Provide feedback and direction for developing comments on the proposed listing and critical habitat designation for the Sierra Nevada yellow-legged frog and Yosemite toad. 2. Provide any desired direction to staff regarding Bi-State Sage Grouse potential listing.

**Fiscal Impact:** None at this time.

### FINANCE

10a) A87 Cost Plan Workshop (Leslie Chapman) - Presentation by Leslie Chapman regarding the County Cost Plan (A-87 charges) and possible alternatives for cost allocations.  
1 Hour (15 min. presentation, 45 min. discussion)

**Recommended Action:** Request the Board hears presentation, considers alternatives as presented and give direction to staff for future allocation methods and procedures.

**Fiscal Impact:** None at this time.

**OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD** on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

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**12:00 P.M. TO 2:00 P.M.**  
**CLOSED SESSION**  
**THERE WILL BE NO AFTERNOON SESSION**

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ADJOURNMENT

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 10, 2013	<b>DEPARTMENT</b>	Board of Supervisors
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Closed Session--Human Resources		

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente, and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--exclusive representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/14/2013 8:35 AM	County Administrative Office	Yes
9/4/2013 3:29 PM	County Counsel	Yes
8/14/2013 8:26 AM	Finance	Yes



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	September 10, 2013	<b>DEPARTMENT</b>	Board of Supervisors
<b>ADDITIONAL DEPARTMENTS</b>	County Administrator		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	Bill Van Lente
<b>SUBJECT</b>	Closed Session - Public Employment		

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Bill Van Lente

**PHONE/EMAIL:** (760) 932-5413 / bvanlente@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**History**

Time	Who	Approval
9/4/2013 6:23 PM	County Administrative Office	Yes
9/4/2013 6:15 PM	County Counsel	Yes
	Finance	





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 10, 2013	<b>DEPARTMENT</b>	Clerk of the Board
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Board Minutes		

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

A. Approve minutes of the Regular Meeting held on August 13, 14, 15, 2013.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Draft 08 13 14 15](#)

### History

Time	Who	Approval
9/4/2013 11:52 AM	Clerk of the Board	Yes



**DRAFT MEETING MINUTES  
 BOARD OF SUPERVISORS, COUNTY OF MONO  
 STATE OF CALIFORNIA**

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified at far right.

MEETING LOCATION  
 Board Chambers, 2nd Fl., County Courthouse,  
 278 Main St.,  
 Bridgeport, CA 93517

**August 13, 14, 15, 2013**

<b>Flash Drive</b>	<b>#1002, 1003</b>
<b>Minute Orders</b>	<b>M13-182</b>
<b>Resolutions</b>	<b>R13-62 to R13-65</b>
<b>Ordinance</b>	<b>Ord13-04 – NOT USED</b>

9:02 AM Meeting Called to Order by Chairman Hunt.

*Supervisors Present: Alpers, Fesko, Hunt, Johnston and Stump.  
 Supervisors Absent: None.*

Pledge of Allegiance led by Chairman Hunt.

**OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

*Closed Session: 9:03 a.m.  
 Break: 10:30 a.m.  
 Reconvene: 10:35 a.m.  
 Lunch: 12:17 p.m.  
 Break: 3:21 p.m.  
 Reconvene: 3:29 p.m.  
 Adjourn: 6:42 p.m. on 8/14/13*

**CLOSED SESSION**

*There was nothing to report out of closed session.*

**BOARD OF SUPERVISORS**

- 1a) **Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS.** Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff

**Note**

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Department's Management Association (SO Mgmt). Unrepresented employees: All.

## **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

### 2) **APPROVAL OF MINUTES**

None

### 3) **BOARD MEMBER REPORTS**

#### **Supervisor Alpers:**

- Attended June Lake Fireman's picnic; very large. Sense of contentment around the locals

#### **Supervisor Fesko:**

- No report.

#### **Supervisor Hunt:**

- No report.

#### **Supervisor Johnston:**

- Attended LTC Meeting; working on strategic planning process.

#### **Supervisor Stump:**

- The Chalfant Mercantile is open for business and food.

## **COUNTY ADMINISTRATIVE OFFICE**

### 4) **CAO Report regarding Board Assignments**

Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

#### **Jim Leddy:**

- Spent all last week preparing for this week of budget hearings.
- Special meeting for the potential Assessor appointment is scheduled for Thursday morning.
- Will be meeting with BLM.
- Met with Douglas County Administrator to discuss collaborating counties where/when possible. Better ways to enhance North County services.
- Spoke with Fresno County and Tuolumne CAO's, they are coming out of a major budget crunches.

## **DEPARTMENT REPORTS/EMERGING ISSUES**

#### **Nathan Reade, Agriculture Department (replacing George Milovich):**

- The partnerships in place between Mono and Inyo are extremely beneficial; he looks forward to serving board and continuing the partnership that's been built up.
- New MOU in place with the Mammoth Lakes Mosquito Abatement District.
- Marshall Rudolph: We have a shared MOU with Inyo for the Agriculture Commissioner. Wondering whether this board needs to formally appoint Nate at this end. He will check.

#### **Scott Burns:**

- At Local Transportation Meeting yesterday, reviewed new allocation estimates for Mono County. Came in higher than expected.
- Association of Environmental Professional Conference coming up in Mammoth Lakes. September 26-27, may have some information valuable to Supervisors.
- Wendy Sugimura – travelled to Sonora to attend hearing regarding frogs. This was not a formal congressional hearing. Sierra Nevada Yellow Legged Frog and the Yosemite Toad are only two species that affect Mono County. Mono County's issues will be quite a bit different than other counties. She had productive conversations with Inyo and US Fish and Wildlife Service.

#### **Note**

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- Supervisor Fesko: maps regarding frog issues that were given out didn't seem very accurate; would like better maps. To Nate with Agriculture Department: he may need to take a stand on this issue at some point.
- Supervisor Stump: Asked Wendy about Dr. James Paulus to look at this from a biological and scientific standpoint.
- Supervisor Johnston: would Inyo be willing to assist us with Dr. Paulus studies? (Wendy: John Hart and Elaine Cabala from Inyo attended meeting as well.)

## CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

### PUBLIC WORKS - SOLID WASTE DIVISION

- 5a) **CalRecycle Grant Authorization** - A Resolution of the Mono County Board of Supervisors authorizing the Public Works Director to apply for CalRecycle grants, and enter into related grant agreements for a period of five years.
- R13-62** **Action:** Adopt proposed resolution #R13 – 62, authorizing the Public Works Director to apply for CalRecycle grants, and enter into related grant agreements for a period of five years.  
**Johnston moved; Fesko seconded**  
**Vote: 5 yes; 0 no**

**Supervisor Fesko:**

- Asked for clarification regarding time period.

### COUNTY COUNSEL

- 6a) **Deputy County Counsel Employment Agreement** - Proposed resolution approving an employment agreement with Christian Milovich and prescribing the compensation, appointment, and conditions of said employment. Ms. Milovich would be employed as a Deputy County Counsel I, filling a vacancy in an existing deputy position.
- R13-63** **Action:** Adopt Resolution R13-63, approving an employment agreement with Christian Milovich and prescribing the compensation, appointment, and conditions of said employment.  
**Johnston moved; Fesko seconded**  
**Vote: 5 yes; 0 no**  
**Marshall Rudolph:**
- Board has indicated approval to bring on Christian Milovich into the County Counsel's office. It was a very competitive process; lots of candidates to choose from.
  - Her main experience is in Immigration Law; not a problem. They bring people in at entry level all the time. She will start September 9<sup>th</sup>.
- 6b) **Employment Agreement Amendment (Johnson)** - Proposed Resolution approving an agreement and first amendment to agreement re employment of Richard Johnson.
- R13-64** **Action:** Adopt Resolution R13-64, approving an agreement and first

#### Note

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amendment to agreement re employment of Richard Johnson.

**Johnston moved; Fesko seconded**

**Vote: 5 yes; 0 no**

## REGULAR AGENDA

### CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are available for review and are located in the Office of the Clerk of the Board

### CLERK OF THE BOARD

- 7a) No Correspondence  
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### BOARD OF SUPERVISORS

- 8a) **Resolution of Appreciation for Mary Booher** (Board of Supervisors) -  
Resolution of Appreciation recognizing Mary Booher for her years of service.

- M13-182** **Action:** Approve and present resolution.  
**Johnston moved; Fesko seconded**  
**Vote: 5 yes; 0 no**  
**Supervisor Hunt:**
- Read and presented resolution to Mary Booher.

### SOCIAL SERVICES

**Additional Departments:** Behavioral Health and Public Health

- 9a) **Affordable Care Act: Implementation in Mono County** (Kathy Peterson, Social Services; Robin Roberts, Behavioral Health; Hilary Bayliss, Public Health) - Workshop regarding Affordable Care Act (ACA) implementation in Mono County, by Kathy Peterson, Social Services; Robin Roberts, Behavioral Health; and Hilary Bayliss, Public Health. Presentation will describe the expanded role of Mono County Health and Human Service Departments in educating, enrolling, and serving eligible county residents under the ACA, and in implementing this aspect of the law. Description of activities already underway and needed action from Board to help meet the challenge of health care reform implementation.

**Action:** None.

**Kathy Peterson (Powerpoint, copy kept on file with today's agenda folder):**

#### HEALTH CARE REFORM & AFFORDABLE CARE ACT IN MONO COUNTY:

- Affordable Care Act Basics
  - ACA Implementation
  - Medi-Cal Expansion
  - Tax Subsidy Exchange-Based Coverage
  - Affordable Care Act Estimates, Medi-Cal Expansion and Tax Subsidy Exchange-Based Coverage (Mono County vs. Statewide)
- Department Operations
  - Social Services
  - Behavioral Health

#### Note

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- Public Health
- 2014 Operations – Phone Network
- Operations – Culture Change for All
- Expectations & Challenges
  - New way of doing business; new language
  - Outreach Strategies
  - Key Challenges
- Implementation Activities
  - Hiring new staff for Social Services and Behavioral Health
  - Training staff
  - Prepping facilities and technology
  - Implement policy and business process changes
  - Respond to unfolding information and short timeframes
  - New Vision
- Other comments:
  - She's most concerned with the rule changes; making sure her staff has the tools they need to serve residents. There's complexity in this.
  - In case constituents ask who HAS to purchase coverage, she has a one page handout.

**Francie Evitia (Eligibility Supervisor):**

- Regulations still in the works and are changing to make certain things easier.
- Nothing can be put into the system until January 1<sup>st</sup>.

**Robin Roberts (Behavioral Health):**

- There hasn't been a lot of guidance; she feels proud that these departments have stepped up to figure out and prepare for the implementation of this.
- Social Services will be impacted hardest in the beginning; but if her caseload increases by 50% it's going to be a big issue.
- She thinks her office will feel the brunt more by March.

**Supervisor Hunt:**

- Sounds like they are preparing well; how sustainable is this?

**Supervisor Johnston:**

- Great job on preparing for this; he understands there will be glitches but this is going in the right direction.
- Maybe we won't need a new jail right away with all the collaboration going on.

**Supervisor Alpers:**

- Asked what biggest concern might be with this?

**Supervisor Stump:**

- Teamwork shown getting in front of this will make being a resident of Mono County a good thing.

**PROBATION**

10a)

**Approval of Memorandum of Understanding with Division of Juvenile Justice** (Karin Humiston) - Proposed resolution approving a Memorandum of Understanding with the California Department of Corrections and Rehabilitation (CDCR) Division of Juvenile Justice (FY 2013-14).

**R13-65**

**Action:** Adopt proposed resolution #R13-65, approving a Memorandum of Understanding with the CDCR Division of Juvenile Justice for FY 2013-14.

**Alpers moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**Marshall Rudolph:**

- This was moved from last week's agenda; he's happy to say that as of yesterday afternoon, we got the correct MOU with the changes to implement today.
- Explained changes; County Counsel is fine with the current draft.

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

**PUBLIC WORKS - SOLID WASTE DIVISION**

11a) **Formation of a Solid Waste Advisory Group** (Tony Dublino, Jim Leddy) - Presentation by Tony Dublino and Jim Leddy regarding update on Solid Waste issue and the possible formation of a Solid Waste Advisory Group.

**Action:** None.

**Tony Dublino:**

- Here for a discussion on a formation of a Solid Waste Advisory group, based on previous board direction.
- There was some discussion as to whether or not the Solid Waste Task Force could do this; it was decided it should only be elected officials on the Advisory Group.
- Wants to elevate the conversation about this. He thinks having designated reps from our board and the Town Council would be very beneficial.
- We're under a legal requirement to have a task force in place. He sees this new group as being able to make budgetary and policy decisions the task force cannot make.

**Jim Leddy:**

- The Advisory Group would work more on policy issues; relying on the task force to deal with more of the technical aspects, not direction of policy.
- This is to have a better conversation format.
- The idea is that the Advisory Group would bring in appropriate interests as needed.
- Really about education, showing public the challenges ahead, getting questions answered.
- He can speak with Town Manager on how this was received at Council level.
- He will work with Supervisor Johnston and the Town first to draft something up. Maybe the September 3<sup>rd</sup> meeting.

**Supervisor Fesko:**

- Would like clarification as to how the groups would operate – why have two?
- He's not sure the current task force works the way Jim sees it working.
- Having sat on the task force before, there didn't seem to be much "power" to do anything. Not much got accomplished.
- This new group would not have any control over the Solid Waste Enterprise Fund?
- Likes the idea of Advisory Group going away once discussions/issues get rolling.

**Supervisor Johnston:**

- Initially the task force was not objective; some people got kicked off.
- We are different than Sonoma County; here we only have two jurisdictions. He feels it needs to be more of a blue ribbon approach.
- Should be comprised of people who don't have financial ties.
- All of this evolved out of the MERF issue.

**Supervisor Stump:**

- He finds Supervisor Johnston's idea interesting. Curious as to how much engagement we'd get?
- He'd like to revisit this and look logistically at how it would function? Could we get enough stakeholders to the table?

**Supervisor Hunt:**

- He thinks having public meetings and making it public process would be beneficial; he does think having four elected officials on board would be useful.
- In the past he's felt a bit in the dark with the Town's position.
- Maybe a simple committee on a temporary basis.

**Supervisor Alpers:**

- Asked for a possible motion from Supervisor Johnston to get a group organized.

\*\*\*\*\*

**LUNCH**

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**Note**

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## **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

## **FINANCE**

12a)

**Budget Workshop** (Leslie Chapman, Finance Director, Jim Leddy, CAO, Department heads and fiscal staff) - Presentation by Jim Leddy and Leslie Chapman with subsequent discussion regarding budget status to date, along with input from departments and opportunity for the Board to ask questions, consider alternatives and provide input for development of the 2013-2014 final budget. Budget workshop documents can be accessed online:  
<http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

**Action:** None.

### **Jim Leddy, CAO (Budget Kickoff):**

- He thanked staff for their efforts. This is a bridge between how the county used to conduct business to how they are going to HAVE to conduct business.

### **POWERPOINT (to be uploaded to the web):**

- Economic Overview
- Property Tax Trends (2001-2013)
- Mono County Property Tax Dollar
- Mono County FY 2013-2014 Recommended Budget (\$63.18 million)
- Total Budget Sources
- Total Budget Uses
- Total Budget Trends
- General Fund Sources
- General Fund Uses
- General Fund Trends
- County Staffing Trends
- General Fund Reserves
- County Liabilities – Unmet Needs
- General Fund Policy Items
- Non-General Policy Items
- FY 2013-2014 Recommended Budget Proposes
- What Recommended Budget does not do
- Long View Required to Strengthen Mono County – Strategic Planning Must Continue
- Budget Development – Looking Forward
- Next Steps

### **Board Comments:**

#### **Supervisor Stump:**

- This is the best put together budget he's ever seen for Mono County. It's clear and laid out well.
- Asked when Prop.172 gets discussed?

#### **Supervisor Hunt:**

- This budget goes to a larger degree of detail. He very much appreciates it.
- Part of our job as Supervisors is education and this budget helps.

#### **Supervisor Fesko:**

- He agrees with previous comments; feels this budget is a step in the right direction.
- He was always under the impression that the Reserves were for the budget problems.
- We should've taken steps in the past to alleviate the steps we're taking now.
- A87 Costs – why the different categories?

#### **Supervisor Johnston:**

- He agrees the budget is well done; he will have some issues to discuss when the time

### **Note**

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comes up.

- Reserve funds were used to bail out the Solid Waste fund. This was because the board at that time was unwilling to create a Solid Waste fund that dealt with its mean. So, the Reserves continued to be drained.
- Reserves for “reserves sake” doesn’t do anybody any good.
- Needs to be a balance between what we use and what we use it for. The goal is to provide services for the public. Period.
- Asked about Carb policy item discussion.
- Overtime has caught his attention – when will this be discussed?
- State Controller issues a report yearly – what counties/cities spend on personnel. There are 58 in the state – why are we 9<sup>th</sup> highest in the state?
- Car Allowance Issue.

**Supervisor Alpers:**

- He agrees it’s a great document; appreciates the sections about public meetings and how their input has been incorporated.
- He feels the public could actually understand it.
- How long will it take to rebuild the reserves?
- Asked when public addresses budgetary needs?

**Leslie Chapman:**

- Reserves can be used for operations one time a year; after that it’s only for emergencies.
- Currently there is a policy that we will try to have 15% in our reserve fund.
- She can do an analysis about why we’re number #9 in compensation.
- Prop. 172 – she’d like it discussed with policy items.
- A87 Costs – Last year included in middle of services/supplies. She wanted stronger controls into the computer system. Had to be taken out of that category to get controls in place to work correctly.

**Department Heads**

The following Department Heads came before the board and summarized and answered questions about their budgets:

- Ralph Obenberger - Sheriff (Boating, Court Security, Emergency Services, Jail, Search and Rescue, Sheriff Operating Budget).
  - General questions about overtime budget; request from Board to poll a couple other counties to see what percentage they spend on overtime.
  - Asked to look into using reserve officers as backfill. Also, what is the benefit to using extra deputies vs. overtime?
- Tim Kendall – D.A. (District Attorney Operating, Victim Witness, Drug Task Force).
  - Asked how much the D.A.’s office has had to spend due to MLPD cutbacks (bring numbers back).
  - Asked about success with Diversion Program (bring numbers back).
  - Overtime discussion – only 1% of budget; how does this compare with other counties?
  - Leslie Chapman – discussion about proposed CalMMET monies and recommendation against requested contract Investigator. FTS request discussion.
- Karin Humiston – Probation (Adult Probation, Juvenile Probation)
  - Asked about overtime budget.
  - Violent repeat offenders? (Bring back stats later.)
- Lynda Roberts – Clerk/Recorder (Board of Supervisors, Clerk/Recorder General, Elections)
- Aimee Brewster – Assessor
  - Discussion about requested FTS position.
- Angelle Nolan – Animal Control (Animal Control General, South County Animal Control)
  - Proposing that Nancy Boardman’s position be eliminated.
  - Asked about staffing levels.

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- Asked about overtime budget.
- Marshall Rudolph – County Counsel
- Tom Perry – Community Development (Building Inspector)
  - Asked about General Fund monies in relation to fees.
  - Waiver of fees discussion
- Scott Burns – Community Development (Code Enforcement, Housing Development, LAFCO, Planning Commission, Planning & Transportation)
  - Housing money discussion; maybe have a semi-annual Housing Authority meeting?
  - LAFCO needs a rep from anywhere north of Mammoth.
  - There's not enough fire power with all the monies coming in; an intern position has been requested.
  - Mary Booher's position, very important to be replaced.
- Dan Lyster – Economic Development (Conway Ranch, Economic Development General, Fish Enhancement, Fish & Game, Conway Ranch, Tourism)
  - \$5,000 additional money discussion.
  - Any way to cut back on the \$200,000 budget? (Would have to go to the Tourism Commission to see where cutbacks could possibly be made.)
  - Discussion about June Lake funds, fees.

8/13/13 Meeting ended at 6:06 p.m.

**ADJOURN TO 9:00 AM WEDNESDAY, AUGUST 14, 2013.**

**ADJOURNED REGULAR MEETING  
AUGUST 14, 2013, 9:00 AM**

**Board Chambers, 2nd Fl., County Courthouse, 278 Main St.,  
Bridgeport, CA 93517**

9:00 AM

Meeting Called to Order by Chairman Hunt.

Pledge of Allegiance by Supervisor Stump.

*Break: 10:20 a.m.*

*Reconvene: 10:30 a.m.*

*Break: 12:18 p.m.*

*Reconvene for Working Lunch: 12:22 p.m.*

*Break: 12:58 p.m.*

*Reconvene: 1:05 p.m.*

*Break: 2:58 p.m.*

*Reconvene: 3:07*

*Adjourn: 6:42 p.m.*

**OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

**Ralph Lockhart (June Lake):**

- Funding for Economic Development; revisiting what was done last year for June Lake.
- He has some interesting, palatable suggestions.
- Not just about June Lake – about how to increase TOT sales tax in entire county. It's about economic future of Mono County.
- Last year they were given \$100,000 from the board; detailed what money was spent on.
- Suggests reallocating funds again but in a different way. Idea is allocate \$100,000 for specific things that will help in the future. Continuing events from last year, a visitor's guide, PR firm, based on where TOT comes from. In this case, June might get ½

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

because they generate a lot of TOT.

- Two things that offer potential for future: recently got a buyer for the Rodeo Grounds and the Mammoth based land exchange.
- Discussed things to spend allocated money on.
- Important to make sure public is aware that June is opening this winter and of all the other things being offered.
- All of this is investment to future economic growth.
- Trying to grow TOT tax basis; he feels for other communities too.
- Winter Festival and the Snowmobile Rally top two events from last year.

**SUPERVISOR COMMENTS:**

**Supervisor Stump:**

- Agrees with some of what Ralph said but thinks he needs to get some of his figures straight.
- He's not for or against money for June; there are just a lot of other priorities needed now.
- His job is to speak for his District.

**Supervisor Johnston:**

- It appears as if the Town of Mammoth Lakes is putting a lot of money into marketing; won't there be spinoff for June?

**Supervisor Alpers:**

- What are top two events planned for this winter?

**Supervisor Hunt:**

- Suggested putting in a request for funding for certain events NOW for this year's funding allocations.

**Supervisor Fesko:**

- He is impressed with what June Lake did with the money last year and it wasn't just from the money the Board allocated.
- He has to look out for his constituents; we need to look at overall increase throughout the county, not just June.
- Would love to see the \$40,000 request go up to \$100,000; doesn't know where the money would come from.

**Connie Black (Double Eagle):**

- Sale of Rodeo Grounds is huge thing for entire county; buyer very open to potential that is there. This should be a focal point to expanding economic development. We need to assist this developer.

**Leslie Chapman:**

- Just wanted to make sure Ralph knows that there is a program where the Board does contribute money to different organizations each year; the Board usually has \$75,000 allocated.

## **FINANCE**

### **Additional Departments: County Administrator's Office**

12b)

**Continuation of Budget Workshop** (Leslie Chapman, Jim Leddy, Department Heads and fiscal staff) - Presentation by Leslie Chapman, Jim Leddy, Department Heads and fiscal staff regarding the continuation of August 13 budget workshop with the Board to provide information, consider budget options and get Board direction in anticipation of finalizing the 2013-2014 County Budget. Budget workshop documents can be accessed online: <http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

**Action:** None.

**Note**

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

### **Department Heads**

The following Department Heads came before the board and summarized and answered questions about their budgets. Board members provided direction as necessary.

- Mary Booher – Public Works (Public Works, Airports, Zones of Benefit, Motor Pool, Road Department)
  - Board concerned about work load; specifically, Garrett is stretched very thin in his position. Getting Public Works Director position filled will help address this.
  - Fleet discussion. To be brought back as workshop.
- Joe Blanchard – Public Works (Campgrounds, Capital Improvement, Cemeteries, Facilities)
  - Discussion about campground fees.
  - Discussion about heavy vehicle replacement; CARB compliance.
  - Mike Curti addressed board as a Special District – there are many vehicles that cannot be replaced as Carb compliant in his district.

12c)

**Property Tax Administration Fees Workshop and Comment Period** (Leslie Chapman, Finance Director) - Presentation by Leslie Chapman regarding Mono County Policy pertaining to Annual Reporting of Property Tax Administration Fees, and subsequent public comment period.

**Action:** None.

**Leslie Chapman:**

**(Powerpoint, copy to be posted online):**

- Background
- Process
- Summary of Changes
- Allocation Procedure
- Refunds – 2012/2013
- Additional information (Mono County Property Tax Administration Allocation)

Other comments:

- Approximately \$300,000 of this is A87 costs.
- What is the result Supervisors are looking for?

**Supervisor Stump:**

- Asked about Assessor's functions with or without special districts.
- Wanted to know what figure represents additional time and effort required to carve out property taxes due and distribute that money to the special districts? He's never had this question answered directly.
- A87 charges that get wrapped into the Admin fee – part of this money is A87 charges. How much? Feels something is wrong with this picture.
- He thinks the A87 workshop needs to occur – maybe charge less A87 fees?
- He supports the refunds for the six smallest fire districts.
- Mammoth Fire has provided OES Fire Rescue function for free.

**Supervisor Hunt:**

- Never a question how valuable fire districts are. Question is, why so many variables?

**Marshall Rudolph:**

- Methodology of this particular fee is mandated by statute. It says you "shall" charge the fee.

**PUBLIC COMMENTS:**

Mike Curti, Antelope Valley Fire Protection District:

- Thanked Board for last year's refund. Every dollar goes into equipment to help fire districts respond in order to save property and lives. And fuel.

Brent Harper, Mammoth Lakes Fire Protection District:

- Thanked Board for refund given last year.
- Spoke about property taxes paid; about services they provide.

### **Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- His view similar to Supervisor Stumps – the A87 costs need to be figured out.

\*\*\*\*\*

**NO LUNCH, CONTINUED WORKING**

\*\*\*\*\*

## **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

12d)

## **FINANCE**

### **Additional Departments: County Administrator's Office**

**Continuation of Budget Workshop** (Leslie Chapman, Jim Leddy, Department Heads and fiscal staff) - Presentation by Leslie Chapman, Jim Leddy, Department Heads and fiscal staff regarding the continuation of August 13 budget workshop with the Board to provide information, consider budget options and get Board direction in anticipation of finalizing the 2013-2014 County Budget. Budget workshop documents can be accessed online: <http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

**Action:** None.

## **CONTINUED THROUGH LUNCH, AFTER PROPERTY TAX ADMIN. DISCUSSION**

### **Department Heads**

The following Department Heads came before the board and summarized and answered questions about their budgets. Board members provided direction as necessary.

- Tony Dublino – Solid Waste
  - Fund discussion. Specifics to be brought back with Final Budget approval.
- Nate Greenberg – Information Services
- Hillary Bayliss, Pat McGee - Public Health (Public Health, Emergency Preparedness, Tobacco Control)
  - A87 cost concern. Bring back mid-year?
- Mary Booher – Public Health (Emergency Medical Services)
  - Overtime discussion.
  - Needs for Paramedics in District 2.
  - Requested change in the budget First Responder money is coming from.
  - Need workshop with Dr. Johnson to decipher how much ICEMA really does for us.
- Kathy Peterson – Social Services (Aid Dept., General Relief, Senior Programs, Social Services General, Workforce Investment Act, WRAP-Foster Care)
  - Requested a mid-year review of Senior Program, etc.
  - PSA's for foster care – money available?
- Robin Roberts – Behavioral Health (General, Alcohol & Drug Programs, Mental Health Services Act Funds)
- Leslie Chapman – Finance (Copier Pool, Finance Operating, General Revenues, Other Misc.)
  - Discussion about Megabyte System; when do we discuss possible changes to vendor?
  - Clinic discussion.
- Jim Leddy – CAO (General, Insurance)

### **Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- Board acknowledged excitement about hiring Jim and how much energy he has.

**BOARD COMMENTS:**

- Need to get more information out to the public about what the county departments do. There is such a myriad of talent.

**POLICY ITEM DISCUSSION**

**Jim Leddy:**

- Suggested funding only a 1/3 of requested policy items.

**Leslie Chapman:**

- Leslie distributed copies of a budget chart showing total funds available and budget requests. Board reviewed and discussed each line item.
- She believes the request to divert Prop. 172 funding will take a resolution, will need to be dealt with later. Will be brought back on September 3<sup>rd</sup>.

**Supervisor Hunt:**

- Wishes to divert Prop 172 funding into Paramedics and then replace funding from Sheriff, DA and Probation as needed.
- Prop 172 is for public safety, which paramedics are. Should be shared. In terms of medic's budget and its deficit, this will drive it down and create a more realistic picture.

**BOARD OF SUPERVISORS**

- General Fund Contingency: **allocate \$305,000**
- General Fund Reserve: **allocate \$50,000**
- CIP Fund – CARB Compliance Set-aside: (Board discussion; not unanimous Vote: 4 yes; 1 no: Johnston) **allocate \$1,000,000**
- Air Service Subsidy: (Board discussion, not unanimous. Vote 3 yes; 2 no: Fesko and Stump) **allocate \$50,000**
- Trail Maintenance Program: (Board discussion; vote: 4 yes; 1 no Stump) **allocate \$8,840**
- Property Tax Admin Fee Refund (6 smallest fire districts): **allocate \$25,000**
- Contributions to non-profit organizations: (Board discussion, not unanimous Vote 3 yes; 2 no: Johnston and Hunt) **allocate \$60,000**
- CIP Fund – Park Improvement Set-aside: **allocate \$5,000**
- June Lake Community Programs: **allocate \$0**

**BEHAVIORAL HEALTH**

- Behavioral Health: **allocate \$7,149**

**ASSESSOR**

- New FTS Position: **allocate \$0**

**COMMUNITY DEVELOPMENT/PLANNING**

- Permit Tech Position: **allocate \$0**

**DISTRICT ATTORNEY**

- CalMMET Investigator/950 hrs. per year: (Board discussion with Sheriff and D.A. – will take money out of contingency) **allocate \$45,000**
- Half-Time FTS position: **allocate \$0**
- Additional Office Space: **allocate \$0**

**ECONOMIC DEVELOPMENT**

- Economic Development Assistant: (Board discussion; not unanimous. Vote: **allocate \$41,900 (1/2 time)**)
- Fish Enhancement Program – Fund 102: **allocate \$45,850**

**ECONOMIC DEVELOPMENT – TOURISM**

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- InterAgency Visitor Center additional contribution: **allocate \$5,000**
- California State Fair Exhibit: **allocate \$5,000**
- Film Commission Marketing Support: **allocate \$10,000**
- Local Program Funding: **allocate \$20,000**
- Conway Ranch Easement: **allocate \$113,300**

#### ELECTIONS

- Prepare for new Election machine purchase in 2015-2016: **allocate \$0**

#### EMERGENCY MEDICAL SERVICES (PARAMEDICS)

- Replace Cardiac Monitors: **allocate \$30,000**

#### FINANCE/HUMAN RESOURCES

- Electronic Timekeeping System: **allocate \$0**
- Upgrade/Replace Property Tax Server: **allocate \$10,000**

#### INFORMATION TECHNOLOGY

- Promote IT Tech to IT Specialist: **allocate \$0**
- Digital 395 Implementation Equipment: **allocate \$26,249**
- Master Service Agreement with Calif. Broadband Cooperative: **allocate \$0**

#### PUBLIC WORKS

- Cemetery – Fund 610: **allocate \$10,000**
- Road Fund – Fund 700 – General: **allocate \$550,000**

#### SHERIFF

- 50 New Mattress/Pillow Combinations: **allocate \$12,500**

#### SOCIAL SERVICES

- Department of Social Services – Fund 103: **allocate \$355,000**
- Department of Social Services – Fund 103 – Senior Program: **allocate \$159,000**
- Department of Social Services – Fund 103 – General Relief: **allocate \$23,000**

**ADJOURN TO 1:00 PM THURSDAY, AUGUST 15, 2013, IF NECESSARY.**

### **ADJOURNED REGULAR MEETING AUGUST 15, 2013, 1:00 PM**

**Board Chambers, 2nd Fl., County Courthouse, 278 Main St.,  
Bridgeport, CA 93517**

**THIS MEETING ENDED WEDNESDAY, AUGUST 14, 2013 AT  
6:42 P.M. THERE WAS NO NEED FOR A CONTINUATION TO  
THURSDAY, AUGUST 15, 2013.**

1:00 PM Call Meeting to Order

#### **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

#### **FINANCE**

**Additional Departments:** County Administrator's Office

#### **Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

12e)

**Continuation of Budget Workshop** (Leslie Chapman, Jim Leddy, Department Heads and fiscal staff) - Presentation by Leslie Chapman, Jim Leddy, Department Heads and fiscal staff regarding the continuation of August 13 budget workshop with the Board to provide information, consider budget options and get Board direction in anticipation of finalizing the 2013-2014 County Budget. Budget workshop documents can be accessed online: <http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

**Action:** None.

ADJOURN 6:42 P.M. ON 8/14/13

ATTEST:

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BYNG HUNT  
CHAIR

---

SHANNON KENDALL  
SR. DEPUTY CLERK OF THE BOARD

§§§§§





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 10, 2013	<b>DEPARTMENT</b>	Public Works - Road Division
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Speed Limit Ordinance - Second Reading		

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Second reading of the proposed Speed Limit Ordinance.

### RECOMMENDED ACTION:

Adopt proposed Ordinance No.13-\_\_\_\_, "An Ordinance of the Mono County Board of Supervisors Amending Sections 11.12.030 and 11.12.040, and Adding Section 11.12.070 to, the Mono County Code Pertaining to Speed Limits."

### FISCAL IMPACT:

\$1,000 or less to the Road Fund which is already included in the 2013-14 budget.

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** 760.932.5459 / jwalters@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Speed Limit Ordinance - Second Reading - BOS Staff Report 09.10.13](#)

[speed ord \(revised\)](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/4/2013 6:23 PM	County Administrative Office	Yes
9/4/2013 6:07 PM	County Counsel	Yes
8/27/2013 1:28 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: September 10, 2013

To: Honorable Chair and Members of the Board of Supervisors

From: Jeff Walters, Acting Public Works Director

Re: County Code Amendment regarding Chapter 11.12, Speed limits – Second Reading

### **Recommended Action:**

Adopt proposed Ordinance No. 13-\_\_\_, "An Ordinance of the Mono County Board of Supervisors Amending Sections 11.12.030 and 11.12.040, and Adding Section 11.12.070 to, the Mono County Code Pertaining to Speed Limits." Provide any desired direction to staff.

### **Fiscal Impact:**

The County Code changes proposed above should have minimal fiscal impact of \$1,000 or less. These costs are included in the proposed 2013-14 Road budget.

### **Discussion:**

This agenda item is the second reading of the proposed amendment to Chapter 11.12, Speed Limits. If approved, the Ordinance will be adopted.

Three Mono County roads, Lee Vining Avenue, Mattly Avenue and Chalfant Avenue, were included in a recent Engineering and Traffic survey conducted by Omni-Means Engineering. The results of the speed survey recommended that these roads have new or revised speed limits.

The proposed Speed Limit Ordinance attached as Exhibit 1.

Please contact me at 760.932.5459 or by email at [jwalters@mono.ca.gov](mailto:jwalters@mono.ca.gov) if you have any questions regarding this issue.

Respectfully submitted,

Jeff Walters  
Acting Public Works Director

Attachments: Exhibit 1 – Ordinance



ORDINANCE NO. ORD 13-\_\_\_

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING SECTIONS 11.12.030 AND 11.12.040 OF, AND ADDING SECTION 11.12.070 TO, THE MONO COUNTY CODE PERTAINING TO SPEED LIMITS**

**WHEREAS**, Chapter 11.12 establishes the County's speed limits; and

**WHEREAS**, pursuant to the authority of the California Vehicle Code Section 22358, the Board of Supervisors hereby determines, on the basis of an Engineering and Traffic Survey completed in compliance with the requirements set forth in the California Vehicle Code Section 627, which is incorporated herein by this reference, that certain new speed limits should be established, as set forth in this Ordinance; and

**WHEREAS**, the Board hereby determines and reaffirms that the existing speed limits set forth in Chapter 11.12, as well as the new speed limits hereby established, are reasonable and safe and are most appropriate to facilitate the safe and orderly movement of traffic on the portions of the County highways;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS** as follows:

**SECTION ONE:** Subdivision "D" is hereby added to Section 11.12.030 (Twenty-five miles per hour) of the Mono County Code and will read as follows:

- "D. Lee Vining:
1. Mattly Avenue from 500' North of Lee Vining High School to Visitor Center Drive."

**SECTION TWO** Section 11.12.040 (Thirty miles per hour) of the Mono County Code is amended to read as follows:

- "A. Crowley Lake: South Landing Drive, General Store/Lakeview Subdivision Area, from Crowley Lake Drive Intersection to 0.6 miles north of the Crowley Lake Drive Intersection.

- B. Chalfant:
1. The North-South section of Chalfant Avenue to Lisa Lane."

**SECTION THREE:** Section 11.12.070 is hereby added to the Mono County Code to read as follows:

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**“11.12.070 Fifteen miles per hour.**

There is hereby determined and declared a speed limit of fifteen miles per hour in the following communities on the following named roads:

- A. Lee Vining:
  - 1. Lee Vining Avenue, for its entire length.
  - 2. Mattly Avenue, from the intersection of US Highway 395 to 500' North of Lee Vining High School. ”

**SECTION FOUR:** This ordinance shall become effective 30 days from the date of its adoption and final passage. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of this ordinance’s adoption and final passage. If the Clerk fails to so publish this ordinance or a summary thereof within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

**PASSED, APPROVED and ADOPTED** this     th day of September, 2013, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
BYNG HUNT, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 10, 2013	<b>DEPARTMENT</b>	Social Services
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Amendment to Contract with County of Inyo Pertaining to Eastern Sierra Area Agency on Aging for a Reduction in Funds		

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract amendment with the County of Inyo Eastern Sierra Area Agency on Aging pertaining to a reduction in funding for FY 2012-13 and FY 2013-14.

### RECOMMENDED ACTION:

Approve County entry into proposed contract amendment and authorize the Mono County CAO to execute said amendment on behalf of the County. Provide any desired direction to staff.

### FISCAL IMPACT:

Proposed contract amendment will decrease Mono County Senior Services revenue by \$525 for FY 2012-13, and by \$2,782 for FY 2013-14.

**CONTACT NAME:** Kathy Peterson

**PHONE/EMAIL:** 760/924-1763 / kpeterson@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

Kathy Peterson, Social Services

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff](#)

- [📄 Amendment #2 ESAAA Contract](#)
- [📄 Agreement 3 month A](#)
- [📄 Agreement 3 month B](#)
- [📄 Agreement 3 month D](#)
- [📄 Agreement 3 month E](#)
- [📄 Agreement 9 month A](#)
- [📄 Agreement 9 month B](#)
- [📄 Agreement 9 month D](#)
- [📄 Agreement 9 month E](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/7/2013 1:47 PM	County Administrative Office	Yes
8/7/2013 3:00 PM	County Counsel	Yes
8/7/2013 2:58 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

# C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH  
*Director*

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

MAMMOTH LAKES OFFICE  
(760) 924-1770  
FAX (760) 924-5431



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director

Date: September 10, 2013

Re: Amendment #2 to Contract between County of Inyo-Eastern Sierra Area Agency on Aging Program and County of Mono for a reduction in funds.

**Recommended Action:**

Approve the County to enter into the proposed contract Amendment and authorize the Chief Administrative Officer for Mono County to execute such Amendment on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:**

The proposed contract amendment will decrease Mono County Senior Services revenue by \$525 for FY 2012-13, and by \$2,782 for FY 2013-14.

**Discussion:**

On September 18, 2012 this Board approved the execution of a three year contract between County of Inyo-Eastern Sierra Area Agency on Aging (ESAAA) Program and County of Mono providing revenues for Mono County Senior Services in the amount of \$58,388.00 for the time period of October 1, 2012 through June 30, 2013. This contract further provided a total amount of \$288,701.00 for the entire 3 year contract period of October 1, 2012 through June 30, 2016.

Amendment #1 to this contract, executed by this Board on January 23, 2013, increased funding by \$1,205 for Mono County for the period October 1, 2012 through June 30, 2013 to \$59,593.00. Late last fiscal year, Inyo County-ESAAA was informed of a decrease in funds to the FY 2012-13 budget due to



federal sequestration. Mono County's share of those cuts was \$525.00, bringing the 9 month total to \$59,068. Even with this late fiscal year cut, Mono County FY 2012-13 funding through Inyo County-ESAAA increased by \$680 over the original fiscal year contracted amount.

In late May, the California Department of Aging informed Inyo County-ESAAA that Inyo/Mono programs would receive cuts to the FY 2013-14 budget due to continuing federal sequestration impacts. The FY 2013-14 Mono annual funds will be reduced by \$2,782.00. The new total contract amount for July 1, 2013 – June 30, 2014 is \$73,989. This amount is currently budgeted for in the Mono County Senior Program Budget, therefore no changes are necessary to the FY 2013-14 budget. In future years, the annual amount will be approximately \$76,771, notwithstanding further cuts.

Accordingly, Inyo County-ESAAA has forwarded to Mono County for the Board of Supervisors' review and approval a contract amendment that achieves the following:

1. Decreases funding for the period October 1, 2012 through June 30, 2013 to \$59,068.00 (last three quarters of last fiscal year),
2. Decreases funding for July 1, 2013 – June 30, 2014 to \$73,989 (In future years, the annual amount will be approximately \$76,771),
3. Sets the three year contract limit to \$286,599.00.

A copy of the Proposed Inyo County-ESAAA Contract Amendment evidencing this decrease is attached as Exhibit A to this Board Agenda Item.

Thank you and please let me know if you have questions.

# Attachment A

**AMENDMENT NUMBER 2 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**County of Mono**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services, of County of Mono (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated September 4, 2012, on County of Inyo Standard Contract No. 116, for the term from October 1, 2012 to June 30, 2016.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

The first sentence of Paragraph 3.D. Limit Upon Amount Payable Under this Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$286,599 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

In Attachment A, Agreement Between County of Inyo and County of Mono under the Scope of Work, first paragraph, the Scope of Work is amended to read as follows:

Contractor will provide the following senior services within Mono County according to the requirements of the Older Americans Act and applicable Federal and State regulatory standards as outlined in the attached Standard Agreements, for Contract #A3-1314-16 and Contract #A9-1314-16 with the State of California and California Department of Aging. Both of the contracts with the State of California are attached and incorporated herein.

In Attachment B, Agreement Between County of Inyo and County of Mono under the Schedule of Fees, second paragraph, fifth sentence and sixth sentence, the Schedule of fees is amended to read as follows:

The total contract amount for October 1, 2012 through June 30, 2013 is \$59,068 (remaining 3 quarters of the year). The total contract amount for July 1, 2013 through June 30, 2014 is \$73,989 and in future years the annual amount to be reimbursed would be approximately \$76,771.

The effective date of this Amendment to the Agreement is July 1, 2013.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 2 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**County of Mono**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Type or Print

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

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

AGREEMENT NUMBER <b>A3-1314-16</b>
REGISTRATION NUMBER

- 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 Inyo	
- The term of this Agreement is:
 

July 1, 2013	Through September 30, 2013
--------------	----------------------------
- The maximum amount of this Agreement is:
 

<b>\$ 262,606.00</b>	Two hundred sixty-two thousand six hundred six and 00/100 dollars
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- 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	14 page(s)
Exhibit B – Budget Detail, Payment Provisions, and Closeout	12 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	28 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	15 page(s)

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

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Inyo		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 163 May Street Bishop CA 93514		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Aging		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dyanne Macias, Manager, Contracts and Business Services		
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834		<input checked="" type="checkbox"/> Exempt per: Older Californians Act and AG OP 80-111

ARTICLE J. DEFINITIONS

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A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42) (USC Section 3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and California Department of Aging (CDA) Program Memoranda.
2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).
3. **Program Development** means activities that either establish a new service or expand or integrate existing services.
4. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non OAA-funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
5. **Priority Services 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 for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
6. **Priority Services for Title III E** means services provided to caregivers who care for older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers, who care for children with severe disabilities.
7. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregatè 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 current Dietary Guidelines for Americans, 2010.

Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year 2013-14 (A3)

ARTICLE I. DEFINITIONS (Continued)

8. **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 Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010.
9. **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 PSA compared to the total number of meals served in the State in the prior-prior federal fiscal year.
10. **Title III D (Health Promotion Services)** means the provision of health risk assessments; routine health screening; nutrition counseling; education services; evidence-based health promotion; physical fitness; group exercise; music, art, dance movement therapy; programs for multigenerational participation; home injury control services; screening for the prevention of depression and coordination of mental health services; and education on preventative health services.
11. **Medication Management** means medication screening and education to prevent incorrect medication and adverse drug reactions.
12. **Matching Contributions** means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
13. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
14. **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.).
15. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
  - 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

Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year 2013-14 (A3)

ARTICLE I- DEFINITIONS (Continued)

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- c. Royalties received on patents and copyrights from contract-supported activities
  - d. Proceeds from the sale of items fabricated under a contract agreement
16. **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 CDA in the Financial Closeout Report (CDA 180) [Title 22 CCR 7314]
  - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the Department
  - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the CDA as a result of the federal re-allotment process
17. **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.
18. **Eligible Service Population** for Title III B, C-1, C-2, D means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E); Title 22, CCR, Sections 7125, 7127, 7130, 7135, and 7638]
19. **Eligible Service Population for Title III E** means an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA 302(3)]
20. **A Grandparent or Older Individual Who is a Relative Caregiver** [OAA 372(a)(2)] means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who:

Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year 2013-14 (A3)

ARTICLE I. DEFINITIONS (Continued)

- a. lives with 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 caregiver of the child
  - c. has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally
21. **A Child** means an individual who is not more than 18 years of age or is an individual with a severe disability.
22. **Individual with Severe Disabilities** means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more of major life activities.
23. **Title III E Family Caregiver Support Program Categories** are:
1. Information Services
  2. Access Assistance
  3. Support Services
  4. Respite Care
  5. Supplemental Services

B. DEFINITIONS SPECIFIC TO TITLE VII-A (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES)

1. **State Long-Term Care Ombudsman Program** means the CDA program that is recognized by the State Legislature and in compliance with the OAA and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B)] [W&I 9700, 9701(f)]
2. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the Area Agencies on Aging (AAAs). As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the state. The Office analyzes data, monitors



ARTICLE I. DEFINITIONS (Continued)

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- government actions, and provides recommendations pertaining to long-term care facilities and services. The Office periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA 712(a)(1)(A), 712(a)(3)(C&F), 712(h)] [W&I 9710, 9716, 9717]
3. **State Ombudsman** means the individual who serves as the full-time head of the State Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the AAA, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAA responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); W&I 9711]
  4. **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 or 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)(D)] [W&I 9701(a)]
  5. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence. [OAA 712(a)(5)(A), 712(h)(5)] [W&I 9701(e), 9719]
  6. **State Certified 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. Prior to certification by the State Ombudsman, the individual is required to pass state and federal criminal background clearance, complete a minimum of 36 hours of training, and complete a mentorship in accordance with policies and

ARTICLE I. DEFINITIONS (Continued)

procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5)] [W&I 9719]

7. **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAA Section 712(a)(5)(B)(vii)] [W&I 9700]
8. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA Sections 102(35), 321(a)(10), W&I 9701(b)]. The Local Ombudsman Program may serve residents under 60 years of age if:
  - a. A majority of the residents of the facility where the younger person resides are over age 60 and
  - b. Such service does not weaken or decrease service to older individuals covered by the OAA. [Policy of the Office of Elder Rights Projection, Administration on Aging; July 15, 1996]

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) [42 U.S.C. 3058i] [OAA Section 721], including:

1. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation
2. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals
3. Ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year 2013-14 (A3)**

**ARTICLE I. DEFINITIONS (Continued)**

4. Promoting 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. Conducting 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. Conducting 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
7. Providing 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
8. Conducting 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 the Department to be appropriate

**ARTICLE II. SCOPE OF WORK**

**A. The Contractor shall:**

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA, Section 306] in accordance with State and federal laws and regulations. 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 of, the Department.
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year 2013-14 (A3)**

**ARTICLE II: SCOPE OF WORK (Continued)**

3. Meet the adequate proportion requirements for priority services as required under the OAA, Section 306(a)(2); and CCR, Section 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 years or until any audit is resolved, whichever is longer.
6. Meet the requirements under the OAA, Section 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, Section 301(a)(2)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA, Section 301(a)(2)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
11. Enter into contracts with subcontractors that require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year 2013-14 (A3)**

ARTICLE II. SCOPE OF WORK (Continued)

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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. [OMB Circular A-133.400(d)(3)] Onsite monitoring will be conducted every two years for all programs except Title III C-1 and Title III C-2 which will be conducted every year.
14. Monitor nutrition programs. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). 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. Generally accepted standards for food safety, AAA policies and procedures must guarantee the following:
  - Inspection of non-food preparation nutrition sites at least every other year
  - 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
  - Inspection of central kitchens sites annually
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 procedure.
18. Provide program information and assistance to the public.

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year 2013-14 (A3)**

**ARTICLE II. SCOPE OF WORK (Continued)**

19. Maintain a four-year Area Plan, with annual updates, as specified in Title 22 CCR, Sections 7300 through 7320. The Area Plan and annual updates are due by May 1 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.
  21. Contract Title III case management services only to a public or non-profit agency, as required by the USC 42 Section 3026 (a)(8)(C).
  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 subsection (i), (ii), and (iii), of the USC 42 Section 3026 (a)(8)(C).
  23. Include the identity of each designated community focal point in subcontracts as specified in USC 42 Section 3026 (a)(3)(B).
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA 712(a)(5)(i)] [W&I 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)] [W&I 9712.5(d)]
  3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing the decision not to investigate and the reasons for the decision. [OAA 712(a)(5)(B)(iii)] [W&I 9701(a), 9712.5(a)]
  4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. [W&I 15630 et. seq.]

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year 2013-14 (A3)**

**ARTICLE II. SCOPE OF WORK (Continued)**

5. 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.]
6. 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)].
7. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA 712(a)(5)(B)(iv)].
8. 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)].
9. Support the development of resident and family councils. [OAA 712(a)(5)(B)(vi)].
10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services:
  - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA 712(a)(5)(B)(vii)]
  - 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. [W&I 9726.1(a)(1)]
  - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [W&I 9726.1(a)(b)(d)]
  - d. Establish (in addition to support) resident, family and friends' councils. [W&I 9726.1(a)(3)]
  - e. Present community education and training programs to long-term care facility staff, human service workers, and the general public about long-term care and residents' rights. [W&I 9726.1(a)(5)]
  - f. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not

~~ARTICLE II. SCOPE OF WORK (Continued)~~

eligible to receive the services of the State Long-Term Care Ombudsman Program. [W&I 9712.5(a)(2)]

C. The Contractor shall:

1. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds to support activities for the overall program.
2. Review and approve claims for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.
3. Submit monthly fiscal documents to CDA, as determined by the CDA, for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.

D. The Contractor shall perform the following bilingual and linguistic program services for all programs: [GC 11135 -11139.5] [Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340, 98370]

1. Needs Assessment

- a. 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. [Title 22 CCR Section 98310, 98314]

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

1. Number or proportion of limited English speaking persons (LEP) eligible to be served or encountered by the program
2. Frequency with which LEP individuals come in contact with the program
3. Nature and importance of the services provided
4. 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



**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year 2013-14 (A3)**

**ARTICLE II. SCOPE OF WORK (Continued)**

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documentary evidence of compliance with GC Section 11135 et seq. and sections 98000-98382 of Title 22 of the CCR.

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
  - 1. Methodologies used
  - 2. The linguistic and cultural needs of non-English or LEP groups
  - 3. Services proposed to address the needs identified and a timeline for implementation [Title 22 CCR Section 98310]
- c. 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.  
[Title 22 CCR Section 98310, 98313]

2. Provision of Services

- a. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [Title 22 CCR Section 98211]
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - 1. Interpreters or bilingual providers and provider staff
  - 2. Contracts with interpreter services
  - 3. Use of telephone interpreter lines
  - 4. Sharing of language assistance materials and services with other providers
  - 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs
  - 6. Referral to culturally and linguistically appropriate community service programs
- c. 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

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year 2013-14 (A3)**

**ARTICLE II. SCOPE OF WORK (Continued)**

of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [Title 22 CCR Section 98211]

- d. 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. [Title 22 CCR Section 98310]
- e. 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. [Title 22 CCR Section 98324]
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [Title 22 CCR Section 98370]

**3. Compliance Monitoring**

- a. 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. [Title 22 CCR Section 98310]
- b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [Title 22 CCR Section 98310]
- c. 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. [Title 22 CCR Section 98314]

**4. Notice to Eligible Beneficiaries of Contracted Services**

- a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [Title 22 CCR Section 98325]
- b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of GC, section 11135 et seq. [Title 22 CCR Section 98326]
- c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. [Title 22 CCR Sections 98211, 98310, 98340]

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2013-14 (A3)**

**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' 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 this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [CCR, Title 2 Section 599.615 et seq]

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

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

**B. Accountability for Funds**

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AREA PLAN – Fiscal Year 2013-14 (A3)**

**ARTICLE I. FUNDS (Continued)**

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 Cost Principles.

**2. Financial Management Systems**

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):

- a. Financial Reporting
- b. Accounting Records
- c. Internal Control
- d. Budgetary Control
- e. Allowable Costs
- f. Source Documentation
- g. Cash Management

**C. Unexpended Funds**

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

**D. Availability of Funds**

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2013-14 (A3)**

ARTICLE I. FUNDS (Continued)

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 Area Plan Budget (CDA 122). 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:

- Terminate the Contract pursuant to Exhibit D, Article XII, A
- Offer a contract amendment to the Contractor to reflect the reduced funding for this contract

b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced and (2) some contracts may be reduced by a greater amount than others, and (3) the State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest amounts earned on advances of federal funds up to \$100 per year for Local Government Agencies or \$250 for non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to the Department's Accounting Section. [45CFR 92.21(i); 45CFR 74.22(l)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.
3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If the Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least quarterly, to the Department's Accounting Section.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2013-14 (A3)**

ARTICLE I. FUNDS (Continued)

4. Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.
  - a. The recipient 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 \$250 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.

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

G. One-Time-Only (OTO) Funds

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

**AREA PLAN – Fiscal Year 2013-14 (A3)**

**ARTICLE I. FUNDS (Continued)**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was 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 Title 22 CCR Section 7352 or through a non-competitive award pursuant to Title 22 CCR Section 7360.
3. Titles III and VII federal Program One-Time-Only 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 the Department, 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 the Department, 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 Department approval.
4. Nutrition Services Incentive Program (NSIP) One-Time-Only funds shall only be used to purchase food used in the Elderly Nutrition Program.

**H. Matching Contributions**

Matching Contributions means local cash and/or in-kind contributions by the Contractor, 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 subcontractor.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2013-14 (A3)**  
**ARTICLE I. FUNDS (Continued)**

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3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.

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I. 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 II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) with the exception of budget service category transfers as noted in E.1.(a) below. The contractor shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates, by May 1, unless otherwise instructed by the Department.
- C. The Contractor shall submit electronically a budget revision 30 calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is August 15 of the contract period unless otherwise specified by the Department.
- E. Budget Service Category Transfers

The Contractor may transfer contract funds between budget service categories under the following terms and conditions:

1. The Contractor shall submit a revised budget to the Department for any service category transfer of funds which exceeds 10 percent of the total budget for each funding source. [Title IIIB, C1, C2, D, E], [Title VIIA and B]
2. The Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.



**Budget Detail, Payment Provisions, and Closeout – Exhibit B**  
**AREA PLAN – Fiscal Year 2013-14 (A3)**  
**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

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**F. Allocation Transfers**

1. Requests to transfer federal or State funds shall be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
  - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
  - b. Transfer of State funds is allowable between III C-1 General Fund and 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.

**G. Matching Requirements**

1. The required minimum administration matching contributions for Title III B, III C, & III E combined is 25 percent.
2. The required minimum program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required minimum program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AREA PLAN – Fiscal Year 2013-14 (A3)**

**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III at least 25 percent must be from local public agencies (e.g. city and county governments, school districts, special districts, and water districts).
9. Expend not more than 10 percent 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 18 years of age in accordance with OAA Section 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to 20 percent of the total Title III E federal and matching non-federal share.

**H. 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, III C, & III E funds allocated for Area Plan administration costs. During the contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article IV.C. for reconciliation during the closeout period).

**I. Indirect Costs**

1. The maximum reimbursement amount allowable for indirect costs is 8 percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the 8 percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

Contractor agrees to include the above requirement in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

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.

**ARTICLE III. PAYMENTS**

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
 AREA PLAN – Fiscal Year 2013-14 (A3)**

**ARTICLE III. PAYMENTS (Continued)**

The Contractor shall submit a monthly expenditure report and a request for funds to the online California Aging Reporting System (CARS) Fiscal Module by the 30<sup>th</sup> of each month as follows, or unless otherwise specified by the Department.

**Monthly Fiscal Reporting Due Dates**

<b>RFF Month</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>
<b>RFF Due Date</b>	5/30	6/30	7/30
<b>Expenditure Report Month</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>
<b>Expenditure Report Due Date</b>	8/30	9/30	10/30

- B. Ombudsman Citation Penalties Account and Skilled Nursing Facility Quality and Accountability Funds.

The Contractor shall submit a monthly expenditure report and a request for funds by the 30<sup>th</sup> of each month unless otherwise specified by the Department.

- C. During the contract period, the Department shall advance funds based on an analysis of current cash needs.
- D. Upon execution of this agreement, the Department will make quarterly advances of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.
- E. The Department may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the Department determines that the financial management standards are met.

**ARTICLE IV. CLOSEOUT**

- A. The Area Plan Financial Closeout Report (CDA 180), and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All reports are due within 30 calendar days after the end of the fiscal year, unless otherwise specified by the Department. If a contract is

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AREA PLAN – Fiscal Year 2013-14 (A3)**

**ARTICLE IV. CLOSEOUT. (Continued)**

terminated prior to the end of the contract period, all reports are due within 30 calendar days following the termination date of the contract.

- B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**AREA PLAN  
 Planning Estimate  
 Fiscal Year 2013/14  
 3 Months Contract (effective July 1, 2013-September 30, 2013)  
 County of Inyo**

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
<b>Supportive Services</b>							
Federal Title IIIB	27,641	-	27,641	-	-	27,641	-
Total Supportive Services	27,641	-	27,641	-	-	27,641	-
<b>Ombudsman</b>							
Federal Title IIIB	3,375	-	3,375	-	-	3,375	-
Federal Title VII Ombudsman	4,426	-	4,426	-	-	4,426	-
Special Deposit (SDF)	311	-	311	-	-	311	-
SNF Quality & Accountability	4,249	-	4,249	-	-	4,249	-
Total Ombudsman	12,361	-	12,361	-	-	12,361	-
<b>Congregate Nutrition</b>							
Federal Title IIIC1	32,349	-	32,349	-	-	32,349	-
General Fund C1	7,462	-	7,462	-	-	7,462	-
C1 Special Nutrition Funds	76,605	-	76,605	-	-	76,605	-
NSIP C1	2,464	-	2,464	-	-	2,464	-
Total Congregate Nutrition	118,880	-	118,880	-	-	118,880	-
<b>Home-Delivered Meals</b>							
Federal Title IIIC2	18,517	-	18,517	-	-	18,517	-
General Fund C2	14,736	-	14,736	-	-	14,736	-
C2 Special Nutrition Funds	45,062	-	45,062	-	-	45,062	-
NSIP C2	6,142	-	6,142	-	-	6,142	-
Total Home Delivered Meals	84,457	-	84,457	-	-	84,457	-
<b>Disease Prevention</b>							
Federal Title IIID	564	-	564	-	-	564	-
Total Disease Prevention	564	-	564	-	-	564	-
<b>Family Caregiver</b>							
Federal Title IIIE	3,811	-	3,811	-	-	3,811	-
Total Family Caregiver	3,811	-	3,811	-	-	3,811	-
<b>Elder Abuse</b>							
Federal Title VII Elder Abuse Prevention	145	-	145	-	-	145	-
Total Elder Abuse	145	-	145	-	-	145	-
<b>Administration</b>							
Federal Title IIIB	4,799	-	4,799	-	-	4,799	-
Federal Title IIIC1	5,045	-	5,045	-	-	5,045	-
Federal Title IIIC2	2,890	-	2,890	-	-	2,890	-
Federal Title IIIE	1,976	-	1,976	-	-	1,976	-
General Fund C1	29	-	29	-	-	29	-
General Fund C2	8	-	8	-	-	8	-
Total Administration	14,747	-	14,747	-	-	14,747	-
<b>Grand Total - All Funds</b>	<b>262,606</b>	<b>-</b>	<b>262,606</b>	<b>-</b>	<b>-</b>	<b>262,606</b>	<b>-</b>

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**AREA PLAN  
 Planning Estimate  
 Fiscal Year 2013/14  
 3 Months Contract (effective July 1, 2013-September 30, 2013)  
 County of Inyo**

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
<b>Funding Summary</b>							
Federal Funds	114,144	-	114,144	-	-	114,144	-
General Fund	22,235	-	22,235	-	-	22,235	-
Special Nutrition Funds	121,667	-	121,667	-	-	121,667	-
SNF Quality & Accountability	4,249	-	4,249	-	-	4,249	-
Special Deposit	311	-	311	-	-	311	-
	262,606	-	262,606	-	-	262,606	-

**Comments:**

The maximum amount of Title III E expenditures allowable for supplemental services is: 1,543

The maximum amount of Title III E expenditures allowable for Grandparents is: 772

The minimum General Fund to be expended for State Match in Title III is: 4,651

CFDA NUMBER	Title	Year	Award Number	Award Name
93.041	Title VII: Elder Abuse Prevention	2013	13AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	Title VII: Ombudsman	2013	13AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.043	IIID: Preventive Health	2013	13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	IIIB: Supportive Services	2013	13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	IIIC1: Congregate Meals	2013	13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	IIIC2: Home-Delivered Meals	2013	13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	IIIE: NFCSP	2013	13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	Nutrition Services Incentive Program	2013	13AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

**Special Terms and Conditions - Exhibit D  
AREA PLAN - Fiscal Year 2013-14 (A3)**

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

**A. Definitions**

1. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
3. "Contractor" means the Area Agency on Aging awarded funds under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
4. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
5. "Reimbursable item" also means "allowable cost" and "compensable item."
6. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

**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 Older American Act Amendments of 2006 (OAA as amended)
2. Other applicable Federal statutes and their implementing regulations
3. Older Californians Act
4. Title 22 CCR § 7000 et. seq.
5. Standard Agreement (Std. 213), all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference
7. Program memos and other guidance issued by the Department

**ARTICLE II. ASSURANCES**

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

**Special Terms and Conditions - Exhibit D  
AREA PLAN - Fiscal Year 2013-14 (A3)**

**ARTICLE II. ASSURANCES (Continued)**

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

**B. Subcontracts**

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

**C. Nondiscrimination**

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, 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. Section 2000d; 45 CFR Part 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 Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability (22 CCR 98323) (Chapter 182, Stats. 2006)

**3. 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 U.S.C. Sections 12101 et seq.).**



**Special Terms and Conditions - Exhibit D**  
**AREA PLAN - Fiscal Year 2013-14 (A3)**

**ARTICLE II. ASSURANCES (Continued)**

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

**F. Covenant Against Contingent Fees**

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

**G. Payroll Taxes and Deductions**

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old

**Special Terms and Conditions - Exhibit D  
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**ARTICLE II. ASSURANCES (Continued)**

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

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

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3)
  - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5)
  - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8)
  - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60)
2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and non-construction activities, the Contractor or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and non-construction.

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

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

1. Clean Air Act, as amended (42 USC 1857)
2. Clean Water Act, as amended (33 USC 1368)
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

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**ARTICLE II. ASSURANCES (Continued)**

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738)
5. Public Contract Code Section 10295.3

**J. Debarment, Suspension, and Other Responsibility Matters**

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: (45 CFR 92.35)
  - 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
2. The Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or subcontractor.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

ARTICLE II: ASSURANCES (Continued)

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.
2. These documents 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. Corporate Status

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

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**ARTICLE II. ASSURANCES (Continued)**

**N. Lobbying Certification**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instruction.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly
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

**ARTICLE III. AGREEMENT**

A copy of this 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 OR VENDOR AGREEMENTS**

- A. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.
- F. The Contractor shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.
- G. The Contractor shall require language in all subcontractor and/or vendor agreements 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, vendors, 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 and/or vendor in the performance of this Agreement.

**Special Terms and Conditions - Exhibit D  
AREA PLAN - Fiscal Year 2013-14 (A3)**

**ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS (Continued)**

- H. The Contractor shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):
  - 1. The RFP or IFB
  - 2. All bid proposals received
  - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity

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

- J. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Contractor shall follow the Procurement requirements in the applicable OMB guidance and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Contractor purchased services or property respectively.

**ARTICLE VI. RECORDS**

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding,

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**ARTICLE VI. RECORDS**

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

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be 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, file folders, etc.



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**ARTICLE VII. PROPERTY (Continued)**

- B. Property meeting all of the following criteria are subject to the reporting requirements:
1. Has a normal useful life of at least 1 year
  2. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
  3. Is used to conduct business under this Agreement
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
- Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with CDA funds, and submit to the Department annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the electronic version of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department.

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

1. Date acquired
2. Property description (include model number)
3. CDA tag number or other tag identifying it as CDA property
4. Serial number (if applicable)

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ARTICLE VII. PROPERTY (Continued)

5. 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 the Department for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall e-mail to the Department the electronic version of the 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, the item(s) shall be removed from the Contractor's inventory report.
  2. 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 (PDAs), cell or smart phones, multi-function printers, and laptops.
- G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- 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 the Department 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 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.

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~~ARTICLE VII. PROPERTY (Continued)~~

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

**ARTICLE VIII. ACCESS**

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

**ARTICLE IX. MONITORING 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, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.

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**ARTICLE IX. MONITORING AND EVALUATION (Continued)**

- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts, subcontracts or grant agreements to ensure compliance with laws, regulations, and the provisions of contracts or grant agreements that may have a direct or material effect on each of its major programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements 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 the Department.

**ARTICLE X. AUDITS**

- A. The Contractors that expend \$500,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the:

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

The copy shall be submitted within 30 days after receipt of the auditor's report or nine 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.

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 appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

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 the California Department of Aging.

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

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**ARTICLE X. AUDITS (Continued)**

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 subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration on Aging.

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

Cluster of programs means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA), and other clusters. "Other Clusters" are as defined by the OMB in the Compliance Supplement or as designated by a State for federal awards provided to its subrecipients 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 subrecipients of compliance requirements applicable to the cluster, consistent with §.400 (d) (1) and §.400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in §.520, and, with the exception of R&D as described in §.200(c), whether a program-specific audit may be elected. (Federal Office of Management and Budget, (OMB) Circular, A-133, Audits of States, Local Governments, and Non-Profit Organizations).

- C. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for Department review.

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**ARTICLE X. AUDITS (Continued)**

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 a subcontractor expending \$500,000 or more in Federal Awards during the subcontractor's fiscal year has met the audit requirements of OMB Circular A-133 as summarized in D
  2. Issuing a management decision on audit findings within six 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 Department 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 who did not obtain another type of audit, the reconciliation of expenditures reported to the Department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments)
  4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21) which state in part that financial reporting must be accurate, current, and complete; and, accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents
  5. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records
- D. The Contractor shall ensure that the subcontractor single audit reports meet 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 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.

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~~ARTICLE X: AUDITS (Continued)~~

2. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.
  3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.
  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 or grant agreements; and the schedule of findings and questioned costs.
  5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.
- E. Requirements identified in D of this Article shall be included in contracts/agreements 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, the Department shall have access to all audit reports and supporting work papers, and the Department has the option to perform additional work, as needed.
- F. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to, contract amount; amount resolved; variances; 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.
- G. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principle circulars.
- H. The Contractor may not charge to Federal Awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. The Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has Federal Awards expended of less than \$500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection \_\_200(d). However, this does not prohibit the Contractor from charging Federal Awards for

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**ARTICLE X. AUDITS (Continued)**

the cost of conducting a limited-scope audit to monitor its subcontractor to address compliance requirements provided the subcontractor is not required to obtain a single audit. These costs must be charged as an Administrative expense of the Contractor.

- 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 Department 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, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - \$750,000 if seating capacity is under 8
    - \$1,500,000 if seating capacity is 8 – 15
    - \$5,000,000 if seating capacity is over 15
  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
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:



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**ARTICLE XI. INSURANCE (Continued)**

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
  2. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
  3. The Department shall be named as the certificate holder and the address must be listed on the certificate.
- D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Department, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement.
- E. The Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

ARTICLE XI. INSURANCE (Continued)

- H. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

ARTICLE XII. TERMINATION

A. Termination Without Cause

The Department may terminate performance of work under this Agreement, in whole or in part, without cause, if the Department determines that a termination is in the State's best interest. The Department may terminate the Agreement upon 90 days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 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, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. 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

The Department may terminate, in whole or in part, for cause the performance of work under this Agreement. The Department may terminate the Agreement upon 30 days written notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is 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 the Department a Transition Plan as specified in Exhibit E. The grounds for termination for cause shall include but are not limited to the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately
2. A violation of the law or failure to comply with any condition of this Agreement
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
4. Failure to comply with reporting requirements
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial

**Special Terms and Conditions - Exhibit D  
AREA PLAN - Fiscal Year 2013-14 (A3)**

**ARTICLE XII. TERMINATION (Continued)**

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
11. The Contractor's organizational structure has materially changed
12. The Department determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions

**C. Contractor's Obligation After Notice of Termination**

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

The Contractor shall:

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

**Special Terms and Conditions - Exhibit D  
AREA PLAN - Fiscal Year 2013-14 (A3)**

**ARTICLE XII. TERMINATION (Continued)**

**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 30 days and Termination without Cause is 90 days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the Department, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Department and the procedure for doing so.

**E. Voluntary Termination of Area Plan Agreement**

Pursuant to Title 22, Section 7210 the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the Department or upon 30 days written notice to the Department.

In case of voluntary termination, the Contractor shall allow the Department up to 180 days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

- F.** In the event of a termination, the Department will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

**ARTICLE XIII. REMEDIES**

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

**ARTICLE XIV. DISSOLUTION OF ENTITY**

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

**ARTICLE XV. REVISIONS OR MODIFICATIONS**

- A.** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN - Fiscal Year 2013-14 (A3)**

**ARTICLE XV. REVISIONS OR MODIFICATIONS (Continued)**

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

**ARTICLE XVI. NOTICES**

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the Contractor's letterhead.
- C. All other notices with the exception of those identified in Article VII. B shall be addressed to the California Department of Aging, AAA Based Teams, 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 the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

**ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY**

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section

~~ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY~~

5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the State programs and services
- Information stored in any media form, paper or electronic

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure), any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, and portable hard drives).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "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, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractor are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying

~~ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)~~

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 may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. The Contractor's employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
3. All employees and volunteers who handle personal, sensitive, or confidential information relating to CDA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

ARTICLE XVIII INFORMATION INTEGRITY AND SECURITY (Continued)

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree 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 accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

1. Notice must be given by the contractor or subcontractor to any data subject whose personal information could have been breached.
2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.
3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

J. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the contractor and its subcontractors.



**Special Terms and Conditions - Exhibit D**  
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**ARTICLE XIX: COPYRIGHTS AND RIGHTS IN DATA**

**A. Copyrights**

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

**B. Rights in Data**

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

**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)**

exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to the provisions of Article XIX of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the California Department of Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A3)**

~~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 Part 74, "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR Part 92.36, procurement for State and local governments, as applicable.
  3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 92.36, "Procurement Standards."
  4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
    - a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed \$30,000
    - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000
    - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
  5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least 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.

**Additional Provisions—Exhibit E**  
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**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 funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA Title III, Part E, Section 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 contractors.
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 Title III, Part E, Section 373(b); and distinguished between "caregiver" and "grandparent" support services, as required for National Aging Programs Information Systems (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 "grandparent caregiver" [OAA Title III, Part E, Sections 373(a) and (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), 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., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental

**Additional Provisions—Exhibit E**  
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~~ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)~~

Services Regional Centers, Department of Health Care Services  
Caregiver Resource Centers, and other Title III funded providers.

15. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
  - a. Any Contractor for any Title III or Title VII services shall not use means tests
  - b. Any Title III or Title VII 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 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
    - (iv) Establish appropriate procedures to safeguard and account for all contributions
16. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the CDA.
17. The Contractor shall comply with the OAA Section 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.
18. The Contractor, at a minimum, shall identify and make contact with their 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.

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A3)**

**ARTICLE I: ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

19. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
20. 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 Title 22, Division 1.8, Chapter 4, Article 2, Section 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 that have contact with older individuals or persons with disabilities
21. The Contractor shall not require proof of age or citizenship as a condition of receiving services.
22. The Contractor shall develop a policy and procedure to ensure that Title IIIC-1 and Title IIIC-2 meals are only received by eligible individuals.
23. The Contractor shall annually assess the 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)]

**B. Assurances Specific to the Ombudsman Program:**

The Contractor shall assure the following:

1. Representatives of the Local Ombudsman Program and members of their immediate family shall be free of actual and perceived conflicts of interest and not stand to gain financially through the following:
  - a. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility [OAA Section 712(f)]
  - b. An action or potential action brought on behalf of individuals the Program serves [OAA Section 712(a)(5)((C)(ii))]

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A3)**

~~ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)~~

2. 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)] [W&I 9722(a)] [CCR 8020(a)] Authorization is required by the State Ombudsman for entry outside of these hours. [W&I 9722(a)] [CCR 8020(b)]
3. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent; and when authorized by the State Ombudsman, access to resident records when a legal guardian refuses to give permission and there is reason to believe the guardian is not acting in the best interests of the resident. [OAA 712(b)(1)(B)] [W&I 9724]
4. 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. [W&I 9722(d)]
5. 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)]
6. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized pursuant to OAA 705(a)(6)(C); OAA 712(d)(2) and W&I 9725.
7. 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 in a suit or other legal action threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA 712(h)(7)] [W&I 9717(c)] [Statewide Standards for Legal Assistance in California].
8. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman 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,

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

and be informed of budget allocations by the Contractor specific to the Ombudsman Program.

9. The Local Ombudsman Program Coordinator shall provide the Office of the State Long-Term Care Ombudsman (OSLTCO) with an organizational chart that includes:
  - a. all local staff who 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

The Coordinator shall inform the OSLTCO of any staffing changes.

10. The Local Ombudsman Program Coordinator shall inform the 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.
11. 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)] [W&I 9725.and 25633(b)(2)(B)]
12. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the CDA.  
[OAA 712(C)] [W&I 9716(a)].

C. Assurances Specific to Legal Services 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 a memorandum of understanding 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



**Additional Provisions—Exhibit E**  
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~~ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)~~

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, LTC ombudsman, HICAP, 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 developed by the CDA in December 2007 to collect data on legal services provided
9. Waiver of this section of the contract may be obtained from the CDA pursuant to Exhibit D, Article XV., of this Agreement entitled, Revisions, Waivers, or Modifications

**ARTICLE II. REPORTING PROVISIONS**

- A. The Contractor shall submit program performance reports 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 Elder Abuse Prevention Programs in accordance with CDA requirements [W&I 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 Older Americans Act funded programs as follows:

**Additional Provisions—Exhibit E**  
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ARTICLE II. REPORTING PROVISIONS (Continued)

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Quarter 1	July 1 - September 30	October 31

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

<b>Reporting Period</b>	<b>Due Date</b>
July 1 – June 30	September 30

3. For reports that will be submitted late, 10 calendar days prior to the report due date, the Contractor shall submit to the Data Team ([DataTeam.Reports@aging.ca.gov](mailto: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 10 calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within 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.

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 Elder Abuse Prevention Program services.

The Contractor shall submit program data reports electronically as follows:

1. Upload the National Aging Program Information System (NAPIS) State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services (Title III B) Report (CDA 1022) via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
3. Submit performance data reports quarterly.
4. Submit NAPIS SPR reports annually.

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A3)**

**ARTICLE II. REPORTING PROVISIONS (Continued)**

- D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report and Annual Performance Data Verification of State Form, 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 correct all logic errors identified in the Annual Data Error Report.
    - b. The Contractor shall correct and/or explain all questionable errors identified in the Annual Data Error Report.
    - c. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via e-mail to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
    - d. The Annual Data Error Reports are due to CDA by a date specified by the Department which can vary from year to year.
  2. The Contractor shall verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy in accordance with CDA requirements.
    - a. The Contractor shall review all NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections.
    - b. As a result of the verification process, the Contractor shall complete the Annual Performance Data Verification form indicating corrections submitted. The AAA Director shall review and approve all corrections.
    - c. The AAA Director shall complete and initial the Annual Performance Data Verification form.
    - d. The Contractor shall return the completed Annual Performance Verification form to CDA via e-mail to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov) (electronic signatures accepted).
- 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-

**Additional Provisions—Exhibit E  
AREA PLAN – Fiscal Year 2013-14 (A3)**

**ARTICLE II. REPORTING PROVISIONS (Continued)**

based National Ombudsman Reporting System (NORS) utilizing the OmbudsManager or other 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 with copies of the aggregate data sent to the corresponding AAA.
2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly OmbudsManager Reporting Form, (OSLTCO S301) indicating that data for the quarter has been completed or the reason for any delay, to the Ombudsman Program mailbox ([stateomb@aging.ca.gov](mailto: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 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; and
6. Performance data monitoring process

G. The Contractor shall orient and train staff and subcontractor's 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.

H. Reporting Provisions Specific to Title VII Elder Abuse Prevention

**Additional Provisions—Exhibit E  
AREA PLAN – Fiscal Year 2013-14 (A3)**

**ARTICLE II. REPORTING PROVISIONS (Continued)**

1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037), as specified on the form, to the State Ombudsman mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) on the following reporting due dates:

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Quarter 1	July 1 - September 30	October 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 Title 22 CCR, Section 7702 using the appeal process established by the CDA in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within 30 days 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 VII programs using the appeal process established in Title 22 CCR, Sections 7700 through 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 Code Section 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 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A3)**

**ARTICLE IV. TRANSITION PLAN (Continued)**

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. 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 [Title 22, 7206(e)(4)]
  8. A full inventory and plan to dispose or, 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 Article XII of Exhibit D 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

**Additional Provisions—Exhibit E  
AREA PLAN – Fiscal Year 2013-14 (A3)**

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

1. The Contractor shall, upon notice of termination of Ombudsman services, do the following:
  - a. If Ombudsman services are subcontracted, notify CDA in writing within three working days of a subcontractor's intent to terminate its contract to provide Ombudsman services
  - b. Within one working day, notify CDA of any change in local Ombudsman services
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. The Contractor shall require the subcontractor to utilize experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the subcontractor and designated by the State Ombudsman as the local Ombudsman Program Coordinator. The Department shall allow the contractor up to 180 days to transition services to a new subcontractor
  - b. Continue the provision of mandated Ombudsman services as a direct service the contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman as the local Coordinator. The Department shall allow the contractor up to 180 days to transition services from the subcontractor to the contractor

**B. Transition Plan**

1. The Contractor shall submit a Transition Plan within 15 days from delivery of the following:
  - a. Written notice to the Contractor of the subcontractor's intent to terminate Ombudsman services
  - b. Written notice to the subcontractor of the Contractor's intent to terminate the subcontract for Ombudsman services

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A3)**

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

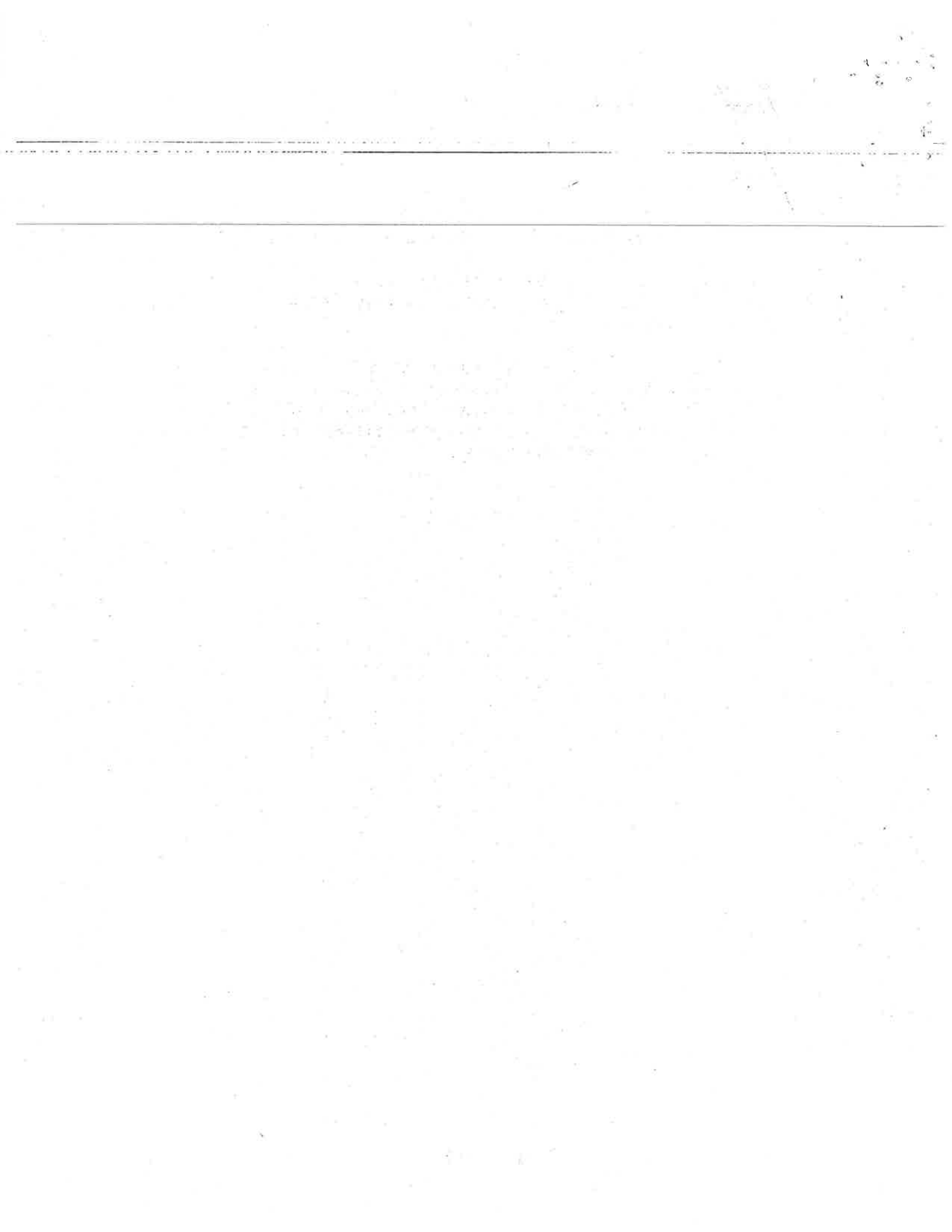
- c. Written notice to the Contractor of the State Termination of the Contract, in whole or, from time to time, in part related to the provision of Ombudsman services
2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued 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 a Request for Proposals requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the State Ombudsman to carry out Ombudsman duties with respect to the planning or service area
3. The 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 of 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



**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A3)**

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

- 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 OSLTCO. The OSLTCO 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 OSLTCO to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating subcontractor or from a neighboring Local Ombudsman Program.



**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**

CDA 1024 (REV 1/07)

CERTIFICATION	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
CONTRACTOR/VENDOR NAME:	CONTRACT NUMBER:
AUTHORIZED SIGNATURE:	PRINTED NAME AND TITLE OF PERSON SIGNING:

**In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:**

- confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- all access codes which allow access to confidential information will be properly safeguarded.
- activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.
- any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.
- any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov), within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor.
- all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access to any computer-based confidential information within the custody of the Contractor/Vendor.

**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**

CDA 1024 (REV 1/07)

- I agree to protect the following types of confidential information which include but not limited to:
  - Social Security number
  - Medical information
  - Claimant and employer information
  - Driver License information
  - Information about individuals that relate to their personal life or identifies or describes an individual
  - Other agencies' confidential and proprietary information
  - Criteria used for initiating audit selection
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
  - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.
  
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
  - Securing confidential information in approved locations
  - Never removing confidential information from the work site without authorization.

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

AGREEMENT NUMBER <b>A9-1314-16</b>
REGISTRATION NUMBER

- 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 <b>County of Inyo</b>
- The term of this Agreement is:
 

October 1, 2013	Through June 30, 2014
-----------------	-----------------------
- The maximum amount of this Agreement is:
 

<b>\$ 437,117.00</b>	Four hundred thirty-seven thousand one hundred seventeen and 00/100 dollars
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- 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	14 page(s)
Exhibit B – Budget Detail, Payment Provisions, and Closeout	12 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	28 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	15 page(s)

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Inyo		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 163 May Street Bishop CA 93514		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Aging		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dyanne Macias, Manager, Contracts and Business Services		<input checked="" type="checkbox"/> Exempt per: Older Californians Act and AG OP 80-111
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834		

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42) (USC Section 3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and California Department of Aging (CDA) Program Memoranda.
2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).
3. **Program Development** means activities that either establish a new service or expand or integrate existing services.
4. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non OAA-funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
5. **Priority Services 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 for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
6. **Priority Services for Title III E** means services provided to caregivers who care for older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers, who care for children with severe disabilities.
7. **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 current Dietary Guidelines for Americans, 2010.

ARTICLE I. DEFINITIONS (Continued)

8. **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 Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010.
9. **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 PSA compared to the total number of meals served in the State in the prior-prior federal fiscal year.
10. **Title III D (Health Promotion Services)** means the provision of health risk assessments; routine health screening; nutrition counseling; education services; evidence-based health promotion; physical fitness; group exercise; music, art, dance movement therapy; programs for multigenerational participation; home injury control services; screening for the prevention of depression and coordination of mental health services; and education on preventative health services.
11. **Medication Management** means medication screening and education to prevent incorrect medication and adverse drug reactions.
12. **Matching Contributions** means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
13. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
14. **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.).
15. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
  - 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

Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year 2013-14 (A9)

ARTICLE I. DEFINITIONS (Continued)

- c. Royalties received on patents and copyrights from contract-supported activities
  - d. Proceeds from the sale of items fabricated under a contract agreement
16. **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 CDA in the Financial Closeout Report (CDA 180)  
[Title 22 CCR 7314]
  - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the Department
  - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the CDA as a result of the federal re-allotment process
17. **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.
18. **Eligible Service Population** for Title III B, C-1, C-2, D means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E); Title 22, CCR, Sections 7125, 7127, 7130, 7135, and 7638]
19. **Eligible Service Population for Title III E** means an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA 302(3)]
20. **A Grandparent or Older Individual Who is a Relative Caregiver** [OAA 372(a)(2)] means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who:



ARTICLE I. DEFINITIONS (Continued)

- a. lives with 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 caregiver of the child
  - c. has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally
21. **A Child** means an individual who is not more than 18 years of age or is an individual with a severe disability.
22. **Individual with Severe Disabilities** means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more of major life activities.
23. **Title III E Family Caregiver Support Program Categories** are:
1. Information Services
  2. Access Assistance
  3. Support Services
  4. Respite Care
  5. Supplemental Services
- B. **DEFINITIONS SPECIFIC TO TITLE VII-A (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES)**
1. **State Long-Term Care Ombudsman Program** means the CDA program that is recognized by the State Legislature and in compliance with the OAA and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B)] [W&I 9700, 9701(f)]
  2. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the Area Agencies on Aging (AAAs). As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the state. The Office analyzes data, monitors

ARTICLE I. DEFINITIONS (Continued)

government actions, and provides recommendations pertaining to long-term care facilities and services. The Office periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA 712(a)(1)(A), 712(a)(3) (C&F), 712(h)] [W&I 9710, 9716, 9717]

3. **State Ombudsman** means the individual who serves as the full-time head of the State Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the AAA, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAA responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); W&I 9711]
4. **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 or 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)(D)] [W&I 9701(a)]
5. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence. [OAA 712(a)(5)(A), 712(h)(5)] [W&I 9701(e), 9719]
6. **State Certified 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. Prior to certification by the State Ombudsman, the individual is required to pass state and federal criminal background clearance, complete a minimum of 36 hours of training, and complete a mentorship in accordance with policies and

ARTICLE I. DEFINITIONS (Continued)

procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5)] [W&I 9719]

7. **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAA Section 712(a)(5)(B)(vii)] [W&I 9700]
8. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA Sections 102(35), 321(a)(10), W&I 9701(b)]. The Local Ombudsman Program may serve residents under 60 years of age if:
  - a. A majority of the residents of the facility where the younger person resides are over age 60 and
  - b. Such service does not weaken or decrease service to older individuals covered by the OAA. [Policy of the Office of Elder Rights Projection, Administration on Aging; July 15, 1996]

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) [42 U.S.C. 3058j] [OAA Section 721], including:

1. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation
2. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals
3. Ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year 2013-14 (A9)**

**ARTICLE I. DEFINITIONS (Continued)**

4. Promoting 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. Conducting 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. Conducting 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
7. Providing 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
8. Conducting 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 the Department to be appropriate

**ARTICLE II. SCOPE OF WORK**

**A. The Contractor shall:**

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA, Section 306] in accordance with State and federal laws and regulations. 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 of, the Department.
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year 2013-14 (A9)**

**ARTICLE II. SCOPE OF WORK (Continued)**

3. Meet the adequate proportion requirements for priority services as required under the OAA, Section 306(a)(2); and CCR, Section 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 years or until any audit is resolved, whichever is longer.
6. Meet the requirements under the OAA, Section 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, Section 301(a)(2)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA, Section 301(a)(2)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
11. Enter into contracts with subcontractors that require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year 2013-14 (A9)

ARTICLE II. SCOPE OF WORK (Continued)

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. [OMB Circular A-133.400(d)(3)] Onsite monitoring will be conducted every two years for all programs except Title III C-1 and Title III C-2 which will be conducted every year.
14. Monitor nutrition programs. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). 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. Generally accepted standards for food safety, AAA policies and procedures must guarantee the following:
  - Inspection of non-food preparation nutrition sites at least every other year
  - 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
  - Inspection of central kitchens sites annually
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 procedure.
18. Provide program information and assistance to the public.

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year 2013-14 (A9)**

**ARTICLE II. SCOPE OF WORK (Continued)**

19. Maintain a four-year Area Plan, with annual updates, as specified in Title 22 CCR, Sections 7300 through 7320. The Area Plan and annual updates are due by May 1 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.
  21. Contract Title III case management services only to a public or non-profit agency, as required by the USC 42 Section 3026 (a)(8)(C).
  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 subsection (i), (ii), and (iii), of the USC 42 Section 3026 (a)(8)(C).
  23. Include the identity of each designated community focal point in subcontracts as specified in USC 42 Section 3026 (a)(3)(B).
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA 712(a)(5)(i)] [W&I 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)] [W&I 9712.5(d)]
  3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing the decision not to investigate and the reasons for the decision. [OAA 712(a)(5)(B)(iii)] [W&I 9701(a), 9712.5(a)]
  4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. [W&I 15630 et. seq.]

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year 2013-14 (A9)**

**ARTICLE II. SCOPE OF WORK (Continued)**

5. 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.]
6. 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)].
7. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA 712(a)(5)(B)(iv)].
8. 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)].
9. Support the development of resident and family councils. [OAA 712(a)(5)(B)(vi)].
10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services:
  - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA 712(a)(5)(B)(vii)]
  - 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. [W&I 9726.1(a)(1)]
  - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [W&I 9726.1(a)(b)(d)]
  - d. Establish (in addition to support) resident, family and friends' councils. [W&I 9726.1(a)(3)]
  - e. Present community education and training programs to long-term care facility staff, human service workers, and the general public about long-term care and residents' rights. [W&I 9726.1(a)(5)]
  - f. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not



ARTICLE II. SCOPE OF WORK (Continued)

eligible to receive the services of the State Long-Term Care Ombudsman Program. [W&I 9712.5(a)(2)]

- C. The Contractor shall:
1. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds to support activities for the overall program.
  2. Review and approve claims for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.
  3. Submit monthly fiscal documents to CDA, as determined by the CDA, for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.
- D. The Contractor shall perform the following bilingual and linguistic program services for all programs: [GC 11135 -11139.5] [Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340, 98370]
1. Needs Assessment
    - a. 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. [Title 22 CCR Section 98310, 98314]

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

    1. Number or proportion of limited English speaking persons (LEP) eligible to be served or encountered by the program
    2. Frequency with which LEP individuals come in contact with the program
    3. Nature and importance of the services provided
    4. 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

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year 2013-14 (A9)**

**ARTICLE II. SCOPE OF WORK (Continued)**

documentary evidence of compliance with GC Section 11135 et seq. and sections 98000-98382 of Title 22 of the CCR.

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
  - 1. Methodologies used
  - 2. The linguistic and cultural needs of non-English or LEP groups
  - 3. Services proposed to address the needs identified and a timeline for implementation [Title 22 CCR Section 98310]
- c. 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.  
[Title 22 CCR Section 98310, 98313]

**2. Provision of Services**

- a. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [Title 22 CCR Section 98211]
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - 1. Interpreters or bilingual providers and provider staff
  - 2. Contracts with interpreter services
  - 3. Use of telephone interpreter lines
  - 4. Sharing of language assistance materials and services with other providers
  - 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs
  - 6. Referral to culturally and linguistically appropriate community service programs
- c. 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

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year 2013-14 (A9)**

**ARTICLE II. SCOPE OF WORK (Continued)**

of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [Title 22 CCR Section 98211]

- d. 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. [Title 22 CCR Section 98310]
- e. 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. [Title 22 CCR Section 98324]
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [Title 22 CCR Section 98370]

3. Compliance Monitoring

- a. 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. [Title 22 CCR Section 98310]
- b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [Title 22 CCR Section 98310]
- c. 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. [Title 22 CCR Section 98314]

4. Notice to Eligible Beneficiaries of Contracted Services

- a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [Title 22 CCR Section 98325]
- b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of GC, section 11135 et seq. [Title 22 CCR Section 98326]
- c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. [Title 22 CCR Sections 98211, 98310, 98340]

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' 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 this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [CCR, Title 2 Section 599.615 et seq]

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

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

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be

ARTICLE I. FUNDS (Continued)

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 Cost Principles.

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):

- a. Financial Reporting
- b. Accounting Records
- c. Internal Control
- d. Budgetary Control
- e. Allowable Costs
- f. Source Documentation
- g. Cash Management

C. Unexpended Funds

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

D. Availability of Funds

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

ARTICLE I: FUNDS (Continued)

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 Area Plan Budget (CDA 122). 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:

- Terminate the Contract pursuant to Exhibit D, Article XII, A
- Offer a contract amendment to the Contractor to reflect the reduced funding for this contract

b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced and (2) some contracts may be reduced by a greater amount than others, and (3) the State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest amounts earned on advances of federal funds up to \$100 per year for Local Government Agencies or \$250 for non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to the Department's Accounting Section. [45CFR 92.21(i); 45CFR 74.22(l)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.
3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If the Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least quarterly, to the Department's Accounting Section.

ARTICLE I. FUNDS (Continued)

4. Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.
    - a. The recipient 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 \$250 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.
- F. Program Income
1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
  2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
  3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
  4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
  5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
  6. Program Income may not be used to meet the matching requirements of this Agreement.
  7. Program Income must be used to expand baseline services.
- G. One-Time-Only (OTO) Funds

ARTICLE I: FUNDS (Continued)

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was 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 Title 22 CCR Section 7352 or through a non-competitive award pursuant to Title 22 CCR Section 7360.
3. Titles III and VII federal Program One-Time-Only 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 the Department, 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 the Department, 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 Department approval.
4. Nutrition Services Incentive Program (NSIP) One-Time-Only funds shall only be used to purchase food used in the Elderly Nutrition Program.

H. Matching Contributions

Matching Contributions means local cash and/or in-kind contributions by the Contractor, 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 subcontractor.



ARTICLE I. FUNDS (Continued)

3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.

- I. 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 II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) with the exception of budget service category transfers as noted in E.1.(a) below. The contractor shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates, by May 1, unless otherwise instructed by the Department.
- C. The Contractor shall submit electronically a budget revision 30 calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.
- E. Budget Service Category Transfers

The Contractor may transfer contract funds between budget service categories under the following terms and conditions:

1. The Contractor shall submit a revised budget to the Department for any service category transfer of funds which exceeds 10 percent of the total budget for each funding source. [Title IIIB, C1, C2, D, E], [Title VIIA and B]
2. The Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

F. Allocation Transfers

1. Requests to transfer federal or State funds shall be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
  - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
  - b. Transfer of State funds is allowable between III C-1 General Fund and 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.

G. Matching Requirements

1. The required minimum administration matching contributions for Title III B, III C, & III E combined is 25 percent.
2. The required minimum program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required minimum program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.

~~ARTICLE II. BUDGET AND BUDGET REVISION (Continued)~~

7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Of the total minimum match required for Title III at least 25 percent must be from local public agencies (e.g. city and county governments, school districts, special districts, and water districts).
9. Expend not more than 10 percent 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 18 years of age in accordance with OAA Section 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to 20 percent of the total Title III E federal and matching non-federal share.

H. 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, III C, & III E funds allocated for Area Plan administration costs. During the contract period, Program Development or Coordination activities and area plan administration activities can occur simultaneously. (See Article IV.C. for reconciliation during the closeout period).

I. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8 percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the 8 percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

Contractor agrees to include the above requirement in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

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.

ARTICLE III. PAYMENTS

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

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AREA PLAN – Fiscal Year 2013-14 (A9)**

**ARTICLE III. PAYMENTS (Continued)**

The Contractor shall submit a monthly expenditure report and a request for funds to the online California Aging Reporting System (CARS) Fiscal Module by the 30<sup>th</sup> of each month as follows, or unless otherwise specified by the Department.

**Monthly Fiscal Reporting Due Dates**

<b>RFF Month</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>
<b>RFF Due Date</b>	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30
<b>Expenditure Report Month</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>
<b>Expenditure Report Due Date</b>	11/30	12/30	1/30	2/28	3/30	4/30	5/30	6/30	7/30

- B. Ombudsman Citation Penalties Account and Skilled Nursing Facility Quality and Accountability Funds.

The Contractor shall submit a monthly expenditure report and a request for funds by the 30<sup>th</sup> of each month unless otherwise specified by the Department.

- C. During the contract period, the Department shall advance funds based on an analysis of current cash needs.
- D. Upon execution of this agreement, the Department will make quarterly advances of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.
- E. The Department may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the Department determines that the financial management standards are met.

**ARTICLE IV. CLOSEOUT**

- A. The Area Plan Financial Closeout Report (CDA 180), and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All reports are due within 30 calendar days after the end of the fiscal year, unless otherwise specified by the Department. If a contract is

**ARTICLE IV. CLOSEOUT (Continued)**

terminated prior to the end of the contract period, all reports are due within 30 calendar days following the termination date of the contract.

- B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**AREA PLAN**  
**Planning Estimate**  
**Fiscal Year 2013/14**  
**9 Months Contract (effective October 1, 2013-June 30, 2014)**  
**County of Inyo**

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
<b>Supportive Services</b>							
Federal Title IIIB	81,307	-	81,307	-	-	81,307	-
Total Supportive Services	81,307	-	81,307	-	-	81,307	-
<b>Ombudsman</b>							
Federal Title IIIB	10,929	-	10,929	-	-	10,929	-
Federal Title VII Ombudsman	14,182	-	14,182	-	-	14,182	-
Special Deposit (SDF)	933	-	933	-	-	933	-
SNF Quality & Accountability	12,746	-	12,746	-	-	12,746	-
Total Ombudsman	38,790	-	38,790	-	-	38,790	-
<b>Congregate Nutrition</b>							
Federal Title IIIC1	102,903	-	102,903	-	-	102,903	-
General Fund C1	22,384	-	22,384	-	-	22,384	-
C1 Special Nutrition Funds	-	-	-	-	-	-	-
NSIP C1	9,648	-	9,648	-	-	9,648	-
Total Congregate Nutrition	134,935	-	134,935	-	-	134,935	-
<b>Home-Delivered Meals</b>							
Federal Title IIIC2	53,731	-	53,731	-	-	53,731	-
General Fund C2	44,209	-	44,209	-	-	44,209	-
C2 Special Nutrition Funds	-	-	-	-	-	-	-
NSIP C2	24,048	-	24,048	-	-	24,048	-
Total Home Delivered Meals	121,988	-	121,988	-	-	121,988	-
<b>Disease Prevention</b>							
Federal Title IIID	1,888	-	1,888	-	-	1,888	-
Total Disease Prevention	1,888	-	1,888	-	-	1,888	-
<b>Family Caregiver</b>							
Federal Title IIIE	12,556	-	12,556	-	-	12,556	-
Total Family Caregiver	12,556	-	12,556	-	-	12,556	-
<b>Elder Abuse</b>							
Federal Title VII Elder Abuse Prevention	472	-	472	-	-	472	-
Total Elder Abuse	472	-	472	-	-	472	-
<b>Administration</b>							
Federal Title IIIB	14,342	-	14,342	-	-	14,342	-
Federal Title IIIC1	16,265	-	16,265	-	-	16,265	-
Federal Title IIIC2	8,493	-	8,493	-	-	8,493	-
Federal Title IIIE	5,970	-	5,970	-	-	5,970	-
General Fund C1	88	-	88	-	-	88	-
General Fund C2	23	-	23	-	-	23	-
Total Administration	45,181	-	45,181	-	-	45,181	-
<b>Grand Total - All Funds</b>	<b>437,117</b>	<b>-</b>	<b>437,117</b>	<b>-</b>	<b>-</b>	<b>437,117</b>	<b>-</b>

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**AREA PLAN**  
**Planning Estimate**  
**Fiscal Year 2013/14**  
**9 Months Contract (effective October 1, 2013-June 30, 2014)**  
**County of Inyo**

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
<b>Funding Summary</b>							
Federal Funds	356,734	-	356,734	-	-	356,734	-
General Fund	66,704	-	66,704	-	-	66,704	-
Special Nutrition Funds	-	-	-	-	-	-	-
SNF Quality & Accountability	12,746	-	12,746	-	-	12,746	-
Special Deposit	933	-	933	-	-	933	-
	437,117	-	437,117	-	-	437,117	-

**Comments:**

The maximum amount of Title III E expenditures allowable for supplemental services is: 4,940

The maximum amount of Title III E expenditures allowable for Grandparents is: 2,470

The minimum General Fund to be expended for State Match in Title III is: 14,108

CFDA NUMBER	Title	Year	Award Number	Award Name
93.041	Title VII: Elder Abuse Prevention	2014	14AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	Title VII: Ombudsman	2014	14AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.043	IIID: Preventive Health	2014	14AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	IIIB: Supportive Services	2014	14AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	IIIC1: Congregate Meals	2014	14AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	IIIC2: Home-Delivered Meals	2014	14AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	IIIE: NFCSP	2014	14AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	Nutrition Services Incentive Program	2014	14AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2013-14 (A9)**

**ARTICLE I: DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

**A. Definitions**

1. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
3. "Contractor" means the Area Agency on Aging awarded funds under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
4. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
5. "Reimbursable item" also means "allowable cost" and "compensable item."
6. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

**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 Older American Act Amendments of 2006 (OAA as amended)
2. Other applicable Federal statutes and their implementing regulations
3. Older Californians Act
4. Title 22 CCR § 7000 et. seq.
5. Standard Agreement (Std. 213), all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference
7. Program memos and other guidance issued by the Department

**ARTICLE II. ASSURANCES**

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



ARTICLE II. ASSURANCES (Continued)

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

B. Subcontracts

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

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, 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. Section 2000d; 45 CFR Part 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 Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability [22 CCR 98323, Chapter 182, Stats. 2006]

3. 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 U.S.C. Sections 12101 et seq.]

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2013-14 (A9)**

ARTICLE II. ASSURANCES (Continued)

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

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2013-14 (A9)**

**ARTICLE II. ASSURANCES (Continued)**

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

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

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland "Anti-Kickback" Act [18 USC 874, 40 USC 276c] [29 CFR, Part 3]
  - b. Davis-Bacon Act [40 USC 276a to 276a-7] [29 CFR, Part 5]
  - c. Contract Work Hours and Safety Standards Act [40 USC 327-333] [29 CFR, Part 5, 6, 7, 8]
  - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR, Part 60]
2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and non-construction activities, the Contractor or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and non-construction.

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

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

1. Clean Air Act, as amended [42 USC 1857]
2. Clean Water Act, as amended [33 USC 1368]
3. Federal Water Pollution Control Act, as amended [33 USC 1251, et seq.]

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2013-14 (A9)**

~~ARTICLE II. ASSURANCES (Continued)~~

4. Environmental Protection Agency Regulations [40 CFR, Part 15] and [Executive Order 11738]
5. Public Contract Code Section 10295.3

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: [45 CFR 92.35]
  - 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
2. The Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or subcontractor.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.
2. These documents 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. Corporate Status

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

**Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2013-14 (A9)**

**ARTICLE II: ASSURANCES (Continued)**

**N. Lobbying Certification**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instruction.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly
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

**ARTICLE III. AGREEMENT**

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

**Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2013-14 (A9)**

**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 OR VENDOR AGREEMENTS**

- A. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.
- F. The Contractor shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.
- G. The Contractor shall require language in all subcontractor and/or vendor agreements 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, vendors, 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 and/or vendor in the performance of this Agreement.

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2013-14 (A9)**

~~ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS (Continued)~~

- H. The Contractor shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval [CCR, Title 22, Division 1.8, Section 7362]:
  - 1. The RFP or IFB
  - 2. All bid proposals received
  - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity

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

- J. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Contractor shall follow the Procurement requirements in the applicable OMB guidance and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Contractor purchased services or property respectively.

**ARTICLE VI. RECORDS**

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding,



**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2013-14 (A9)**

**ARTICLE VI. RECORDS (Continued)**

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

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be 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, file folders, etc.

Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2013-14 (A9)

ARTICLE VII. PROPERTY (Continued)

- B. Property meeting all of the following criteria are subject to the reporting requirements:
1. Has a normal useful life of at least 1 year
  2. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
  3. Is used to conduct business under this Agreement
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
- Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with CDA funds, and submit to the Department annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the electronic version of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department.

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

1. Date acquired
2. Item description (include model number)
3. CDA tag number or other tag identifying it as CDA property

Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2013-14 (A9)

ARTICLE VII. PROPERTY (Continued)

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 the Department for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall e-mail to the Department the electronic version of the 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, the item(s) shall be removed from the Contractor's inventory report.
  2. 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 (PDAs), cell or smart phones, multi-function printers, and laptops.
- G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- 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 the Department regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2013-14 (A9)**

**ARTICLE VII. PROPERTY (Continued)**

- K. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.
- 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. Another Department program providing the same or similar service
  - 2. Another Department-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

**ARTICLE VIII. ACCESS**

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

**ARTICLE IX. MONITORING 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, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.

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**ARTICLE IX. MONITORING AND EVALUATION (Continued)**

- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts, subcontracts or grant agreements to ensure compliance with laws, regulations, and the provisions of contracts or grant agreements that may have a direct or material effect on each of its major programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements 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 the Department.

**ARTICLE X. AUDITS**

- A. The Contractors that expend \$500,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the:

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

The copy shall be submitted within 30 days after receipt of the auditor's report or nine 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.

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 appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

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 the California Department of Aging.

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

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**ARTICLE X. AUDITS (Continued)**

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 subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration on Aging.

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

Cluster of programs means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA), and other clusters. "Other Clusters" are as defined by the OMB in the Compliance Supplement or as designated by a State for federal awards provided to its subrecipients 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 subrecipients of compliance requirements applicable to the cluster, consistent with §.400 (d) (1) and §.400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in §.520, and, with the exception of R&D as described in §.200(c), whether a program-specific audit may be elected. (Federal Office of Management and Budget, (OMB) Circular, A-133, Audits of States, Local Governments, and Non-Profit Organizations).

- C. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for Department review.

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**ARTICLE X. AUDITS (Continued)**

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 a subcontractor expending \$500,000 or more in Federal Awards during the subcontractor's fiscal year has met the audit requirements of OMB Circular A-133 as summarized in D
  2. Issuing a management decision on audit findings within six 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 Department 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 who did not obtain another type of audit, the reconciliation of expenditures reported to the Department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments)
  4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements [45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21) which state in part that financial reporting must be accurate, current, and complete; and, accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents
  5. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records
- D. The Contractor shall ensure that the subcontractor single audit reports meet 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 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.
  2. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.

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~~ARTICLE X. AUDITS (Continued)~~

3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.
  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 or grant agreements; and the schedule of findings and questioned costs.
  5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.
- E. Requirements identified in D of this Article shall be included in contracts/agreements 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, the Department shall have access to all audit reports and supporting work papers, and the Department has the option to perform additional work, as needed.
- F. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to, contract amount; amount resolved; variances; 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.
- G. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principle circulars.
- H. The Contractor may not charge to Federal Awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. The Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has Federal Awards expended of less than \$500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection \_\_200(d). However, this does not prohibit the Contractor from charging Federal Awards for the cost of conducting a limited-scope audit to monitor its subcontractor to address compliance requirements provided the subcontractor is not required to obtain a single audit. These costs must be charged as an Administrative expense of the Contractor.



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**ARTICLE X: AUDITS (Continued)**

- 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 Department 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, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - \$750,000 if seating capacity is under 8
    - \$1,500,000 if seating capacity is 8 – 15
    - \$5,000,000 if seating capacity is over 15
  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
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
  1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.

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~~ARTICLE XI: INSURANCE (Continued)~~

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

ARTICLE XII. TERMINATION

A. Termination Without Cause

The Department may terminate performance of work under this Agreement, in whole or in part, without cause, if the Department determines that a termination is in the State's best interest. The Department may terminate the Agreement upon 90 days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 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, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. 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

The Department may terminate, in whole or in part, for cause the performance of work under this Agreement. The Department may terminate the Agreement upon 30 days written notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is 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 the Department a Transition Plan as specified in Exhibit E. The grounds for termination for cause shall include but are not limited to the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately
2. A violation of the law or failure to comply with any condition of this Agreement
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
4. Failure to comply with reporting requirements
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department 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

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~~ARTICLE XII. TERMINATION (Continued)~~

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income
9. The commission of an act of bankruptcy
10. Finding of debarment or suspension
11. The Contractor's organizational structure has materially changed
12. The Department determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions

C. Contractor's Obligation After Notice of Termination

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

The Contractor shall:

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

D. Effective Date

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

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**ARTICLE XII. TERMINATION (Continued)**

the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Department and the procedure for doing so.

**E. Voluntary Termination of Area Plan Agreement**

Pursuant to Title 22, Section 7210 the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the Department or upon 30 days written notice to the Department.

In case of voluntary termination, the Contractor shall allow the Department up to 180 days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

- F.** In the event of a termination, the Department will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

**ARTICLE XIII. REMEDIES**

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

**ARTICLE XIV. DISSOLUTION OF ENTITY**

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

**ARTICLE XV. REVISIONS OR MODIFICATIONS**

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

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**ARTICLE XVI. NOTICES**

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the Contractor's letterhead.
- C. All other notices with the exception of those identified in Article VII. B shall be addressed to the California Department of Aging, AAA Based Teams, 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 the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The contractor shall, upon the request of CDA, submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

**ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY**

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

- Information collected and/or accessed in the administration of the State programs and services
- Information stored in any media form, paper or electronic

**B. Encryption on Portable Computing Devices**

The Contractor is required to encrypt (or use an equally effective measure), any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, and portable hard drives).

**C. Disclosure**

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "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, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractor are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
5. The Contractor 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.

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~~ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)~~

6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. The Contractor's employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
3. All employees and volunteers who handle personal, sensitive, or confidential information relating to CDA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.



ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

1. Notice must be given by the contractor or subcontractor to any data subject whose personal information could have been breached.
2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.
3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

J. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the contractor and its subcontractors.

ARTICLE XIX: COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

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

B. Rights in Data

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

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**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)**

exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to the provisions of Article XIX of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the California Department of Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A9)**

**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 Part 74, "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR Part 92.36, procurement for State and local governments, as applicable.
  3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 92.36, "Procurement Standards."
  4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
    - a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed \$30,000
    - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000
    - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
  5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least 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.

**Additional Provisions—Exhibit E**  
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**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 funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA Title III, Part E, Section 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 contractors.
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 Title III, Part E, Section 373(b); and distinguished between "caregiver" and "grandparent" support services, as required for National Aging Programs Information Systems (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 "grandparent caregiver" [OAA Title III, Part E, Sections 373(a) and (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), 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., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

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Services Regional Centers, Department of Health Care Services  
Caregiver Resource Centers, and other Title III funded providers.

15. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
  - a. Any Contractor for any Title III or Title VII services shall not use means tests
  - b. Any Title III or Title VII 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 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
    - (iv) Establish appropriate procedures to safeguard and account for all contributions
16. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the CDA.
17. The Contractor shall comply with the OAA Section 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.
18. The Contractor, at a minimum, shall identify and make contact with their 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.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

19. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
  20. 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 Title 22, Division 1.8, Chapter 4, Article 2, Section 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 that have contact with older individuals or persons with disabilities
  21. The Contractor shall not require proof of age or citizenship as a condition of receiving services.
  22. The Contractor shall develop a policy and procedure to ensure that Title IIIC-1 and Title IIIC-2 meals are only received by eligible individuals.
  23. The Contractor shall annually assess the 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)]
- B. Assurances Specific to the Ombudsman Program:

The Contractor shall assure the following:

1. Representatives of the Local Ombudsman Program and members of their immediate family shall be free of actual and perceived conflicts of interest and not stand to gain financially through the following:
  - a. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility [OAA Section 712(f)]
  - b. An action or potential action brought on behalf of individuals the Program serves [OAA Section 712(a)(5)((C)(ii))]

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A9)**

~~ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)~~

2. 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)] [W&I 9722(a)] [CCR 8020(a)] Authorization is required by the State Ombudsman for entry outside of these hours. [W&I 9722(a)] [CCR 8020(b)]
3. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent; and when authorized by the State Ombudsman, access to resident records when a legal guardian refuses to give permission and there is reason to believe the guardian is not acting in the best interests of the resident. [OAA 712(b)(1)(B)] [W&I 9724]
4. 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. [W&I 9722(d)]
5. 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)]
6. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized pursuant to OAA 705(a)(6)(C); OAA 712(d)(2) and W&I 9725.
7. 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 in a suit or other legal action threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA 712(h)(7)] [W&I 9717(c)] [Statewide Standards for Legal Assistance in California].
8. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman 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,



**Additional Provisions—Exhibit E  
AREA PLAN – Fiscal Year 2013-14 (A9)**

**ARTICLE I: ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

and be informed of budget allocations by the Contractor specific to the Ombudsman Program.

9. The Local Ombudsman Program Coordinator shall provide the Office of the State Long-Term Care Ombudsman (OSLTCO) with an organizational chart that includes:
  - a. all local staff who 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

The Coordinator shall inform the OSLTCO of any staffing changes.

10. The Local Ombudsman Program Coordinator shall inform the 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.
11. 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)] [W&I 9725.and 25633(b)(2)(B)]
12. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the CDA.  
[OAA 712(C)] [W&I 9716(a)].

**C. Assurances Specific to Legal Services 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 a memorandum of understanding 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

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A9)**

~~ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)~~

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, LTC ombudsman, HICAP, 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 developed by the CDA in December 2007 to collect data on legal services provided
9. Waiver of this section of the contract may be obtained from the CDA pursuant to Exhibit D, Article XV., of this Agreement entitled, Revisions, Waivers, or Modifications

**ARTICLE II. REPORTING PROVISIONS**

- A. The Contractor shall submit program performance reports 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 Elder Abuse Prevention Programs in accordance with CDA requirements [W&I 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 Older Americans Act funded programs as follows:

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A9)**

**ARTICLE II: REPORTING PROVISIONS (Continued)**

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
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:

<b>Reporting Period</b>	<b>Due Date</b>
July 1 – June 30	September 30

3. For reports that will be submitted late, 10 calendar days prior to the report due date, the Contractor shall submit to the Data Team ([DataTeam.Reports@aging.ca.gov](mailto: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 10 calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within 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.

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 Elder Abuse Prevention Program services.

The Contractor shall submit program data reports electronically as follows:

1. Upload the National Aging Program Information System (NAPIS) State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services (Title III B) Report (CDA 1022) via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
3. Submit performance data reports quarterly.
4. Submit NAPIS SPR reports annually.

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A9)**

~~ARTICLE II. REPORTING PROVISIONS (Continued)~~

- D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report and Annual Performance Data Verification of State Form, 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 correct all logic errors identified in the Annual Data Error Report.
    - b. The Contractor shall correct and/or explain all questionable errors identified in the Annual Data Error Report.
    - c. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via e-mail to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
    - d. The Annual Data Error Reports are due to CDA by a date specified by the Department which can vary from year to year.
  2. The Contractor shall verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy in accordance with CDA requirements.
    - a. The Contractor shall review all NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections.
    - b. As a result of the verification process, the Contractor shall complete the Annual Performance Data Verification form indicating corrections submitted. The AAA Director shall review and approve all corrections.
    - c. The AAA Director shall complete and initial the Annual Performance Data Verification form.
    - d. The Contractor shall return the completed Annual Performance Verification form to CDA via e-mail to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov) (electronic signatures accepted).
- 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-

**Additional Provisions—Exhibit E  
AREA PLAN – Fiscal Year 2013-14 (A9)**

**ARTICLE II REPORTING PROVISIONS (Continued)**

based National Ombudsman Reporting System (NORS) utilizing the OmbudsManager or other 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., January 31, April 30, and July 31, with copies of the aggregate data sent to the corresponding AAA.
  2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly OmbudsManager Reporting Form, (OSLTCO S301) indicating that data for the quarter has been completed or the reason for any delay, to the Ombudsman Program mailbox ([stateomb@aging.ca.gov](mailto: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 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; and
  6. Performance data monitoring process
- G. The Contractor shall orient and train staff and subcontractor's 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.
- H. Reporting Provisions Specific to Title VII Elder Abuse Prevention

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A9)**

**ARTICLE II. REPORTING PROVISIONS (Continued)**

1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037), as specified on the form, to the State Ombudsman mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) on the following reporting due dates:

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
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 Title 22 CCR, Section 7702 using the appeal process established by the CDA in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within 30 days 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 VII programs using the appeal process established in Title 22 CCR, Sections 7700 through 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 Code Section 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 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A9)**

**ARTICLE IV. TRANSITION PLAN (Continued)**

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. 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 [Title 22, 7206(e)(4)]
  8. A full inventory and plan to dispose or, 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 Article XII of Exhibit D 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

**Additional Provisions—Exhibit E  
AREA PLAN – Fiscal Year 2013-14 (A9)**

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

1. The Contractor shall, upon notice of termination of Ombudsman services, do the following:
  - a. If Ombudsman services are subcontracted, notify CDA in writing within three working days of a subcontractor's intent to terminate its contract to provide Ombudsman services
  - b. Within one working day, notify CDA of any change in local Ombudsman services
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. The Contractor shall require the subcontractor to utilize experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the subcontractor and designated by the State Ombudsman as the local Ombudsman Program Coordinator. The Department shall allow the contractor up to 180 days to transition services to a new subcontractor
  - b. Continue the provision of mandated Ombudsman services as a direct service the contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman as the local Coordinator. The Department shall allow the contractor up to 180 days to transition services from the subcontractor to the contractor

**B. Transition Plan**

1. The Contractor shall submit a Transition Plan within 15 days from delivery of the following:
  - a. Written notice to the Contractor of the subcontractor's intent to terminate Ombudsman services
  - b. Written notice to the subcontractor of the Contractor's intent to terminate the subcontract for Ombudsman services



**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A9)**

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

- c. Written notice to the Contractor of the State Termination of the Contract, in whole or, from time to time, in part related to the provision of Ombudsman services
2. 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 a Request for Proposals requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the State Ombudsman to carry out Ombudsman duties with respect to the planning or service area
3. The 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 of 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

**Additional Provisions—Exhibit E**  
**AREA PLAN – Fiscal Year 2013-14 (A9)**

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

- 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 OSLTCO. The OSLTCO 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 OSLTCO to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating subcontractor or from a neighboring Local Ombudsman Program.

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**

CDA 1024 (REV 1/07)

CERTIFICATION	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
CONTRACTOR/VENDOR NAME:	CONTRACT NUMBER:
AUTHORIZED SIGNATURE:	PRINTED NAME AND TITLE OF PERSON SIGNING:
<p><b>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:</b></p> <ul style="list-style-type: none"><li>• confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.</li><li>• all access codes which allow access to confidential information will be properly safeguarded.</li><li>• activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.</li><li>• any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.</li><li>• any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.</li><li>• obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.</li><li>• all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at <a href="http://www.aging.ca.gov">www.aging.ca.gov</a>, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor.</li><li>• all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.</li><li>• CDA or its designee will be granted access to any computer-based confidential information within the custody of the Contractor/Vendor.</li></ul>	



**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**

CDA 1024 (REV 1/07)

- I agree to protect the following types of confidential information which include but not limited to:
  - Social Security number
  - Medical information
  - Claimant and employer information
  - Driver License information
  - Information about individuals that relate to their personal life or identifies or describes an individual
  - Other agencies' confidential and proprietary information
  - Criteria used for initiating audit selection
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
  - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.
  
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
  - Securing confidential information in approved locations
  - Never removing confidential information from the work site without authorization.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 10, 2013	<b>DEPARTMENT</b>	Clerk of the Board
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Reappointment to the First 5 Children and Families Commission		

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Reappointment of Stacey Adler, PhD to the First 5 Mono County Children and Families Commission.

### RECOMMENDED ACTION:

Reappoint Stacey Adler, PhD, Mono County Superintendent of Schools, to serve a subsequent three year term on the First 5 Commission expiring July 31, 2016.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[First 5 Cover](#)

History

Time

Who

Approval

9/4/2013 6:23 PM	County Administrative Office	Yes
9/4/2013 6:09 PM	County Counsel	Yes
8/28/2013 10:08 AM	Finance	Yes



August 27, 2013

Ms. Lynda Roberts  
Mono County Clerk of the Board of Supervisors  
P.O. Box 715  
Bridgeport, California 93517

**RE: BOS Re-Appointment of Stacey Adler, PhD to the First 5 Mono County Children and Families Commission**

Dear Ms. Roberts,

The First 5 Mono County Executive Director respectfully requests that the Board of Supervisors re-appoint Stacey Adler, PhD, Mono County Superintendant of Schools, to serve a subsequent three year term on the First 5 Commission expiring July 31, 2016.

In accordance with Mono County Code, *one member shall be the county superintendant of schools, as an educator specializing in early childhood development.* Dr. Adler wishes to continue to serve under the above membership category.

Thank you for your consideration of this request.

Respectfully,

Molly DesBaillets  
Executive Director  
First 5 Mono County

cc: Stacey Adler, First 5 Mono County Chair  
Stacey Simon, Mono County Council

**Stacey Adler, PhD**  
*Commission Chair  
Mono County Superintendent of Schools*

**Jeanne Sassin**  
*Teacher  
Lee Vining Elementary School*

**Karin Humiston**  
*Chief Probation Officer*

**Kim Escudero, MD**  
*Pediatrician  
Mammoth Lakes Hospital*

**Byng Hunt**  
*Mono County Board of Supervisors*

**Rick Johnson, MD**  
*Mono County Health Officer*

**Barbara Miller**  
*Program Director  
Mammoth Unified School District*

**Molly DesBaillets, MA**  
*Executive Director*

*Providing leadership in sustaining a network of support for all children, ages 0 through 5 years, and their families. Partnering with the community to improve outcomes in children's health, safety and learning.*

P.O. Box 130 w Mammoth Lakes, CA 93546  
760-924-7626 w 760-934-8443 (fax) w [mdesbaillets@monocoe.org](mailto:mdesbaillets@monocoe.org) [monokids.org](http://monokids.org)



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	September 10, 2013	<b>DEPARTMENT</b>	Finance
<b>ADDITIONAL DEPARTMENTS</b>	Bridgeport Fire Dept.		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	Leslie Chapman
<b>SUBJECT</b>	Bridgeport Fire Department Financial Audit		

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Bridgeport Fire Department requests a waiver of the annual audit requirement to be replaced by a biennial audit in accordance with Government Code Section 26909.

**RECOMMENDED ACTION:**

Waive the annual audit requirement and replace it with a biennial audit by unanimous vote of the Board.

**FISCAL IMPACT:**

None to the County, cost of the audit is paid by Bridgeport Fire Department.

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-932-5494 / lchapman@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**  
Michael Booher, Fire Chief  
Bridgeport Fire Department  
PO Box 375  
Bridgeport, CA 93517

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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[Fire Department Letter](#)

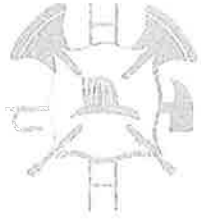
History

Time

Who

Approval

9/4/2013 6:24 PM	County Administrative Office	Yes
9/4/2013 6:14 PM	County Counsel	Yes
8/28/2013 6:07 PM	Finance	Yes



BRIDGEPORT FIRE PROTECTION DISTRICT  
**Bridgeport Fire Department**

P.O. Box 375 • Bridgeport, CA 93517 • Phone / Fax (760) 932-7353

**MICHAEL BOOHER**  
Fire Chief

**BILL PEMBERTON**  
Assistant Fire Chief

August 8, 2013

Mono County Board of Supervisors

P.O. Box 715

Bridgeport, CA 93517


Members of the Board;

California Government Code Section 26909 allows a special district to replace the annual audit with a biennial audit. The Code section requires that the governing board of the district make a unanimous request to the County Board of Supervisors, who must approve such a request unanimously.

On March 28, 2013, the Board of Commissioners of the Bridgeport Fire Protection District unanimously approved the Chief to request approval of the Board of Supervisors for a biennial audit. We are requesting the Board consider this as soon as feasible, effective for the 2012/13 fiscal year.

Currently, our annual budget is approximately \$150,000/year, and we fully fund our annual audit, at a cost of approximately \$2,200. We have not utilized the county-subsidized auditor since 2009/10, due to a lack of responsiveness and thoroughness of this contractor. We have utilized Craig Fechter, CPA for the past two years, and he has indicated that Bridgeport Fire is an appropriate agency for a biennial audit, and the cost for a biennial audit would be only slightly more than the cost of an annual audit, but only incurred every two years.

Sincerely,



Mike Booher, Chief

Cc: Leslie Chapman, Mono County Director of Finance



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 10, 2013	<b>DEPARTMENT</b>	Community Development - Planning Division
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	40 minutes (20 minute presentation, 20 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Wendy Sugimura, Dr. James Paulus, Consulting Biologist
<b>SUBJECT</b>	Workshop on the Cumulative Impacts of Proposed Endangered Species		

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Workshop regarding proposals to list and designate critical habitat for the Sierra Nevada yellow-legged frog and Yosemite toad, and upcoming decision regarding listing of the Bi-State sage grouse

### RECOMMENDED ACTION:

1. Provide feedback and direction for developing comments on the proposed listing and critical habitat designation for the Sierra Nevada yellow-legged frog and Yosemite toad. 2. Provide any desired direction to staff regarding Bi-State Sage Grouse potential listing.

### FISCAL IMPACT:

None at this time.

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 760.924.1814 / wsugimura@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)



- [Attachment 1 - Q&A](#)
- [Attachment 2 - BOS Letter](#)
- [Attachment 3](#)
- [Attachment 4](#)
- [Attachment 5](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/4/2013 6:29 PM	County Administrative Office	Yes
9/4/2013 3:29 PM	County Counsel	Yes
9/4/2013 4:44 PM	Finance	Yes

# Mono County Community Development Department

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P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
commdev@mono.ca.gov

Planning Division

P.O. Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

September 10, 2013

**To:** Mono County Board of Supervisors

**From:** Wendy Sugimura, Associate Analyst  
Courtney Weiche, Associate Planner

**Re:** Workshop on Proposed Endangered Species

## Action Requested

1. Provide feedback and direction for developing comments on the proposed listing and critical habitat designation for the Sierra Nevada yellow-legged frog and Yosemite toad.
2. Provide any desired direction regarding Bi-State Sage Grouse listing.

## Background

Proposed endangered species listings currently under consideration by the US Fish and Wildlife Service (Service) could have significant impacts on Mono County. Proposals for the Sierra Nevada yellow-legged frog and Yosemite toad listing and critical habitat designations, which cover higher elevation habitats in and near water bodies and upland meadows, are currently open for comment with a decision expected in February 2014.<sup>1</sup> A decision on whether to propose listing the Bi-State Sage Grouse, which occurs in high desert and lower elevation mountain habitats throughout Mono County, is expected in September/October 2013.

The Service has issued proposals for listing and designating critical habitat Sierra Nevada yellow-legged frog and Yosemite toad. These species are clearly in rapid decline across their entire range, which includes Mono County. A 60-day comment period was provided in late spring, and based on input the Service has reopened the comment period until November 18, 2013. The purpose of this workshop is to update the Board on those proposals by staff and Dr. James Paulus, Consulting Biologist, and receive direction for development of comments.

A second workshop purpose is to provide the Board with an update on the Bi-State Sage Grouse listing process, related general plan update efforts by consulting biologist Dr. James Paulus, and ongoing conservation activities.

## Sierra Nevada Yellow-Legged Frog and Yosemite Toad

The purpose of the comment period is to collect information and comments on two proposed rules: 1) to add the amphibians to the Endangered Species List, and 2) to designate critical habitat for the species. The attached "Questions and Answers" from the Service (Attachment #1) generally describes the life history traits of the amphibians, the information sought, general threats, and critical habitat characteristics and acreage. In addition, an economic impact analysis will be developed and released this fall along with another comment period. The Service anticipates holding two public meetings, at locations to be determined, and a public hearing, likely in Sacramento. The decision is expected in February 2014, and the timeline appears to be driven by a court decision.

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<sup>1</sup> The proposals are available at <http://www.fws.gov/sacramento/outreach/2013/08-05/docs/3SA-pCH%20rule-2013.pdf> and <http://www.fws.gov/sacramento/outreach/2013/08-05/docs/3SA-pL%20rule-2013-09600.pdf>.

To be effective, comments on proposals made under the Endangered Species Act must be based on the best available science. To that end, the County has engaged Dr. Jim Paulus as a consulting biologist to help analyze and respond to the proposals.

Threats Identified by the Service:

The Sierra Nevada yellow-legged frog is proposed to be listed as endangered, and the Yosemite toad as threatened. The following lists summarize the threat analyses and use terminology from the USFWS proposals, and threats in bold have the most potential to impact the county:

*Sierra Nevada yellow-legged frog*

Highly significant and prevalent: **Habitat degradation and fragmentation due to non-native trout predation**  
Disease – chytrid fungus  
Small and isolated populations size  
Climate change (future risk)  
Cumulative impacts of threats

Moderate and prevalent: **Dams and water diversions**

Minor and prevalent: Roads and timber harvest

Low /not significant: Recreation  
**Livestock use (grazing)**  
**Packstock use** (except on a limited, site-specific basis)  
**Fire and fire management activities**  
Overutilization for recreation, commercial, etc. purposes  
Contaminants  
Ultraviolet radiation  
Direct and Indirect mortality

Other: Existing Federal and State laws and regulatory mechanisms currently offer some level of protection.

*Yosemite Toad*

High magnitude: Climate change (e.g. meadow habitat loss and fragmentation)  
Small population size  
Cumulative impacts of threats

Moderate magnitude: **Livestock grazing** (e.g. meadow habitat loss and fragmentation)  
**Fire management regime** (e.g. meadow habitat loss and fragmentation)  
Disease – chytrid fungus and other diseases

Low magnitude: Roads and timber harvest  
**Dams and water diversion**  
**Recreational land uses**  
Overutilization for recreation, commercial, etc. purposes  
Inadequacy of existing regulatory mechanisms  
Contaminants  
Ultraviolet Radiation  
Direct and indirect mortality

Uncertain (and therefore not considered a listing factor): Predation  
Packstock use appears to not have been analyzed.

Proposed Critical Habitat Designation

The USFWS is required to designate critical habitat, defined as: 1) The specific areas within the geographical area occupied by the species at the time it is in accordance with the Act, on which are found those physical or biological features a) essential to the conservation of the species and b) which may require special management considerations or protection; and 2) Specific

areas outside the geographical area occupied by a species at the time it is listed, upon a determination that such areas are essential for the conservation of the species.

Maps of the proposed critical habitat designations within Mono County will be provided at the meeting. Based on the areas included in the proposed designation, the current activities of highest concern are grazing around Sonora Pass and intensive fishing/recreation use in and around Rock Creek, Convict Lake, the Lakes Basin, the June Lake Loop, Tioga Pass, Saddlebag and Virginia Lakes, and Sonora Pass.

The Service is seeking information on whether any specific areas proposed for critical habitat designation should be proposed for exclusion (see Attachment #1). Under the Endangered Species Act, critical habitat shall be revised based on the best scientific data after taking into consideration the economic impact, national security impact, and any other relevant impact. An area may be excluded from the designation if it is determined "...that the benefits of such exclusion outweigh the benefits of specifying such area as part of the critical habitat..." unless the exclusion will result in the extinction of the species.

#### Recommended Strategies for Commenting

Preliminary research indicates the population decline for the frog and toad are well established and opposing the listing will likely be ineffective. The recommendation is to focus on "best available science" and economic impact arguments for modifying the critical habitat designation in Mono County, as follows:

1. *Exclude areas currently outside the designated wilderness boundary:* The California Department of Fish and Wildlife (CDFW) Bishop office has a sophisticated management program to locate existing frog populations, monitor population levels and health, and determine suitability of reclaiming habitat and re-establishing populations. All CDFW known frog populations, habitats free from fish and the lethal chytrid fungus, and areas that meet CDFW ecological criteria for frog habitat reclamations and reintroductions are in existing wilderness areas. Recolonization of front country areas can be considered highly unlikely if not impossible. In addition, the US Forest Service (USFS) has several peer-reviewed scientific studies indicating that current grazing consistent with USFS standards does not appear to pose a threat to the toad. If non-wilderness areas are included in the designation as proposed, significant economic impacts will result with no benefit to the two amphibians.
2. *Exclude heavily used fisheries, recreation corridors, and USFS grazing allotments within wilderness:* Based on conversations with the CDFW, these corridors and water bodies do not meet the ecological criteria for viable population reclamation sites for the frog and would be very difficult to recolonize. In addition, grazing on USFS allotments does not appear to be a threat to the toad. If these wilderness areas are included in the designation, significant economic impacts will result with no benefit to the two amphibians.
3. *Manage the substantial remaining wilderness in the critical habitat designation to be consistent with CDFW's management plans for the yellow-legged frog:* The CDFW's plans include management in a manner that maintains or restores native biodiversity and habitat quality, supports viable populations of native species, and provides for recreational opportunities that consider historical use patterns. Under this approach, some lakes are managed primarily for the yellow-legged frog and other amphibian resources, with few or no angling opportunities, while lakes with high demand for recreational angling are managed primarily for angling purposes. Chytrid-infected waters may be managed for angling, or at least not restored for frogs. Not all lakes can be restored, and therefore managing all lakes for frog habitat will provide little to no benefit to species while continuing to result in economic impacts.

#### Other Information:

The Board of Supervisors sent a letter to the USFWS requesting a public presentation (Attachment #2), and the CAO recently received a tentative proposal for a joint meeting with other agencies and jurisdictions. Staff also requested direct input into the economic impact

analysis, and no confirmation has been received on whether direct participation by the County will be accommodated.

### **Bi-State Sage Grouse**

Staff and consultant will provide a verbal update on Bi-State Sage Grouse status, including general plan research, availability of Humboldt-Toiyabe Forest Plan Amendment, and consideration of letter sent to U.S. Fish and Wildlife Service (Attachment #3). The Forest Plan Amendment proposes specific sage grouse management practices, is currently open for comment, and can be found at <http://www.fs.usda.gov/detail/htnf/news-events/?cid=STELPRDB5402130>.

This staff report has been reviewed by the community development director. Please contact Wendy Sugimura at 760.924.1814 or [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov) with any questions.

### **Attachments:**

1. US Fish and Wildlife Service Questions and Answers
2. August 13, 2013 Board of Supervisors' Letter to the Service
3. August 23, 2013 Community Development Department Letter to the Service
4. ESA Listing Considerations
5. HTNF Plan Amendment Notice



## Reopening of the Public Comment Period for 120 Days for the Proposals to List and Designate Critical Habitat for Three Sierra Amphibians

### *Questions and Answers*

#### Species

- Sierra Nevada yellow-legged frog (*Rana sierrae*)
- Northern Distinct Population Segment (DPS) of the mountain yellow-legged frog (*Rana muscosa*)
- Yosemite toad (*Anaxyrus canorus*)

#### Descriptions

Sierra Nevada yellow-legged frog (*Rana sierrae*) and the Northern DPS of the mountain yellow-legged frog (*Rana muscosa*)

The size of these frogs ranges from 40 to 80 millimeters (mm) (1.5 to 3.25 inches (in)). Females average slightly larger than males, and males have a swollen, darkened thumb base. Adult coloration is variable, exhibiting a mix of brown and yellow, but also can be grey, red, or green-brown, and is usually patterned with dark spots. Irregular lichen- or moss-like patches (to which the name *muscosa* refers) may also be present.



The belly and undersurfaces of the hind limbs are yellow or orange, and this pigmentation may extend forward from the abdomen to the forelimbs. The frogs may produce a distinctive mink or garlic-like odor when disturbed. Although these species lack vocal sacs, they can vocalize in or out of water, producing what has been described as a flat clicking sound.

These frogs deposit their eggs in globular clumps, which are often somewhat flattened and roughly 2.5 to 5 centimeters (cm) (1 to 2 in) in diameter. The tadpoles generally are mottled brown with a faintly yellow underside. Total tadpole length reaches 72 mm (2.8 in), the body is flattened, and the tail musculature tapers into a rounded tip.

The Sierra Nevada yellow-legged frog and the northern DPS of the mountain yellow-legged frog are similar morphologically and behaviorally. However, these two species can be distinguished from each other physically by the ratio of the lower-leg length to snout vent-length. The northern DPS of the mountain yellow-legged frog has longer limbs. Typically, this ratio is greater than or equal to 0.55 in the northern DPS of the mountain yellow-legged frog and less than 0.55 in the Sierra Nevada yellow-legged frog.

### Yosemite toad (*Anaxyrus canorus*)

The Yosemite toad is moderately sized, usually 30 to 71 mm (1.2–2.8 in) in length, with rounded to slightly oval glands, one on each side of the head, which produce toxins used to deter some predators. A thin mid-dorsal stripe (on the middle of the back) is present in juveniles of both sexes. The stripe disappears or is reduced with age; this process takes place more quickly in males. The iris of the eye is dark brown with gold reflective cells.



Male Yosemite toads are smaller than female Yosemite toads. Differences in coloration between males and females are more pronounced in the Yosemite toad than in any other North American frog or toad. Females have black spots or blotches edged with white or cream set against a grey, tan, or brown background color. Males have a nearly uniform coloration of yellow-green to olive drab to darker greenish brown.

Yosemite toads are found in wet meadow habitats and lake shores surrounded by lodgepole or whitebark pine. They are most often found in areas with thick meadow vegetation or patches of low willows.

## **Questions and Answers**

### **Q. Why is the U.S. Fish and Wildlife Service (Service) reopening the public comment period for 120 days?**

**A.** On April 25, 2013, the Service published the two proposals and opened a 60 day public comment period that ended on June 24, 2013. During and after the initial comment period, the Service received significant interest in extending the comment period.

The public comment period is designed so that the Service can listen to and take in to consideration citizen's concerns and any information the public may submit regarding these species and their habitat. This process is important so that any final decision made by the U.S. Fish and Wildlife Service reflects all of the best science and information available. We are reopening the public comment period for 120 days to ensure the public has adequate opportunity to submit comments

### **Q. What is the purpose of the public comment period?**

**A.** The purpose of the public comment period is intended to collect information and comments from the public and local, state, federal, and tribal agencies for each of the following two proposed rules:

- 1) The proposed rule to add three amphibian species to the Endangered Species List and
- 2) The proposed rule to designate critical habitat as follows:
  - Sierra Nevada yellow-legged frog, Endangered, 1,105,400 acres
  - Northern DPS of the mountain yellow-legged frog, Endangered, 221,498 acres

- Yosemite toad, Threatened, 750,926 acres

With overlapping areas, the total proposed critical habitat for the three amphibians is 1,831,820 acres.

**Q. Is the Service planning on holding public meetings for these proposals?**

A. Yes, the Service has received requests to hold public meetings on these proposals. The Service is planning to hold two public meetings and one public hearing, likely in the fall 2013. The dates and times of these meetings and hearing will be announced when the draft economic analysis for the proposed critical habitat rule is made available to the public and will be scheduled within the subsequent open public comment period.

**Q. Specifically, what kind of information is the Service looking for?**

A. We intend that any final action resulting from this proposed rule will be based on the best scientific and commercial data available and be as accurate and as effective as possible. Therefore, we request comments or information from the public, other concerned governmental agencies, Native American tribes, the scientific community, industry, or any other interested parties concerning this proposed rule. We particularly seek comments concerning:

1. Biological, commercial trade, or other relevant data concerning any threats (or lack thereof) to these species, and regulations that may be addressing those threats.
2. Additional information concerning the historical and current status, range, distribution, and population size of these species, including the locations of any additional populations of these species.
3. Any information on the biological or ecological requirements of these species, and ongoing conservation measures for these species and their habitats.
4. The factors that are the basis for making a listing determination for a species under section 4(a) of the Endangered Species Act (ESA), which are:
  - The present or threatened destruction, modification, or curtailment of its habitat or range;
  - Overutilization for commercial, recreational, scientific, or educational purposes;
  - Disease or predation;
  - The inadequacy of existing regulatory mechanisms; or
  - Other natural or manmade factors affecting its continued existence.
5. The reasons why we should or should not designate habitat as critical habitat under section 4 of the ESA (16 U.S.C. 1531 et seq.), including whether there are threats to these species from human activity, the degree of which can be expected to increase due to the designation, and whether that increase in threat outweighs the benefit of designation such that the designation of critical habitat is not prudent.
6. Specific information on:
  - The amount and distribution of Sierra Nevada yellow-legged frog, the northern DPS of the mountain yellow-legged frog, and Yosemite toad, and their habitats;
  - What areas are currently occupied and that contain features essential to the conservation of these species should be included in the designation, and why; and



- What areas not occupied at the time of listing are essential for the conservation of these species, and why.
7. Land use designations and current or planned activities in the areas occupied by the species or proposed to be designated as critical habitat, and possible impacts of these activities on these species and their proposed critical habitats.
  8. Information on the projected and reasonably likely impacts of climate change on the Sierra Nevada yellow-legged frog, the northern DPS of the mountain yellow-legged frog, and the Yosemite toad, and on their proposed critical habitats. Information on special management considerations or protection that may be needed in the proposed critical habitat areas, including management for the potential effects of climate change.
  9. Any probable economic, national security or other relevant impacts that may result from designating any area as critical habitat that may be included in the final designation. We are particularly interested in any impacts on small entities, and the benefits of including or excluding areas from the proposed designation that are subject to these impacts.
  10. Whether any specific areas proposed for critical habitat designation should be considered for exclusion under section 4(b)(2) of the ESA, and whether the benefits of potentially excluding any specific area outweigh the benefits of including that area under section 4(b)(2) of the ESA.
  11. Whether our approach to designating critical habitat could be improved or modified in any way to provide for greater public participation and understanding, or to assist us in accommodating public concerns and comments.
  12. The likelihood of adverse social reactions to the designation of critical habitat and how the consequences of such reactions, if likely to occur, would relate to the conservation and regulatory benefits of the proposed critical habitat designation.

**Q. What are the threats to the yellow-legged frogs?**

A. Threats include habitat degradation and fragmentation, predation and disease, and climate change. A range-wide reduction in abundance and geographic extent of surviving populations of Sierra Nevada yellow-legged frogs and mountain yellow-legged frogs has resulted from decades of fish stocking and the resulting habitat fragmentation, and a recent disease epidemic. Although additional potential threats were examined in the proposed rule, they were generally found to be of minor importance. Recreation use is not considered a significant threat to these two frogs.

**Q. What are the threats to the Yosemite toad?**

A. Threats to the Yosemite toad include changes to wet meadow habitat associated with past fire management, historic timber management activities, livestock grazing, disease, and climate change. Although additional potential threats were examined in the proposed rule, they were generally found to be of minor importance. Recreation use is not considered a significant threat to the Yosemite toad.

**Q. Why is the Service proposing to list two different species of yellow-legged Frog in the Sierra Nevada?**

**A.** In 2003, the Service made a 12-month petition finding that the Northern DPS of the mountain yellow-legged frog warranted protection under the ESA and added the species to the candidate list. The 12 month finding was amended in 2007 and genetic evidence revealed that the petitioned frog was actually two distinct species. Agreeing that both frog species warranted protection, the Service decided to include both the Sierra Nevada yellow-legged frog and the Northern DPS of the mountain yellow-legged frog to the proposed listing rule.

In Southern California, the Southern DPS of the mountain yellow-legged frog, was listed as Endangered 2002.

**Q. Why is the Yosemite toad proposed to be listed as threatened rather than endangered?**

**A.** Though the threats to the Yosemite toad are less intense than those occurring for the proposed frogs, the Service has concluded that expected future increases in the threats indicate that the toad is likely to become endangered throughout all or a significant portion of its range within the foreseeable future.

**Q. Why are these species important?**

**A.** All species play an important role in our ecosystems. Frogs and toads feed on insects and are themselves food for other important species such as garter snakes, birds, and even bears.

Amphibians, such as these species, play an important role in nutrient recycling. Because amphibian tadpoles live in lakes and streams, but become terrestrial as adults, they are important in transferring energy from the aquatic environment to the terrestrial environment where it is available to terrestrial species such as land birds and mammals.

For more information about the importance of the mountain yellow legged frog, the Service recommends visiting the Yellow-Legged Frog Site at: <http://www.mylfrog.info/>

For more information about the consequences of frogs going extinct, please visit the U.S. Geological Survey website at:

<http://www.usgs.gov/newsroom/article.asp?ID=3597>

**Q. What is critical habitat and how does the Service determine what areas to propose?**

**A.** Critical habitat is a term in the ESA of 1973, as amended. It identifies geographic areas that contain features essential for the conservation of a threatened or endangered species and that may require special management considerations. The designation of critical habitat does not affect land ownership or establish a refuge, wilderness, reserve, preserve or other conservation area. Critical habitat designation, proposed or final, does not affect non-federal actions on private lands and does not restrict access to public lands.

Biologists consider physical or biological habitat features needed for life and successful reproduction of the species. These include, but are not limited to:

- Space for individual and population growth and for normal behavior;
- Food, water, air, light, minerals, or other nutritional or physiological requirements
- Cover or shelter;
- Sites for breeding and rearing offspring; and
- Habitats that are protected from disturbance or are representative of the historic geographical and ecological distributions of a species.

For more information about critical habitat, visit: <http://www.fws.gov/endangered/what-we-do/critical-habitats.html>.

**Q. On what lands and in what California counties are critical habitat units being proposed for the species?**

**A.** Most of the proposed critical habitat falls on federal lands (U.S. Forest Service and National Park lands) and much of that in designated wilderness areas. There are 17 total counties where critical habitat is being proposed with some overlapping.

- For the Sierra Nevada yellow-legged frog: Butte, Plumas, Lassen, Sierra, Nevada, Placer, El Dorado, Amador, Alpine, Calaveras, Mariposa, Mono, Madera, Tuolumne, Fresno, and Inyo.
- For the northern DPS of the mountain yellow-legged frog: Tulare and Fresno.
- For the Yosemite toad: Alpine, Mariposa, Mono, Tuolumne, Fresno, Inyo, and Madera.

For maps of the proposed areas, visit [www.fws.gov/sacramento](http://www.fws.gov/sacramento).

**Q. If adopted, how will this critical habitat designation affect trout stocking, recreation, grazing and timber management?**

**A.** A critical habitat designation only has any bearing on activities that are authorized, funded, or carried out by a federal agency. If any of these activities will have federal agency involvement, those federal agencies will be required to consult with the Service if the activities may affect the designated critical habitat.

The purpose of this consultation is so that the Service can assist the federal agency in ensuring that the proposed action will not destroy or adversely modify the species' critical habitat, i.e. affect it to such an extent that it will not be able to provide for the conservation of the species. In those rare cases where it's determined that a proposed action would be likely to destroy or adversely modify critical habitat, the Service will work with the federal agency to modify the project to avoid this outcome.

It's important to note that it is not possible to know beforehand whether any proposed activity would cause the destruction or adverse modification of critical habitat; each activity is thoroughly evaluated on a case-by-case basis at the time the federal agency consults with the Service.

**Q. What happens next?**

**A.** Before the Service publishes a final rule, we will compile and address the comments received during the public comment periods. The Service will also review and address the expert opinions of independent specialists with scientific expertise to ensure our determinations are based on scientifically sound data, assumptions, and analyses. The Service will have an independent economic analysis of the proposed critical habitat rule completed. When the draft economic analysis is available, the Service will open another public comment period so the public can provide comments on the draft economic analysis and for the comment period for the proposed critical habitat rule.

**Q. What's the deadline and where to I submit my comments?**

**A.** Comments must be submitted by November 18, 2013 and may be submitted online at the Federal eRulemaking Portal at <http://www.regulations.gov>. The Docket Number for the proposed listing rule is FWS-R8-ES-2012-0100 and for the proposed critical habitat rule is FWS-R8-ES-2012-0074. Comments can also be sent by U.S. mail to:

Public Comments Processing  
FWS-R8-ES-2012-0100 or FWS-R8-ES-2012-0074  
Division of Policy and Directives Management  
U.S. Fish and Wildlife Service  
4401 N. Fairfax Drive, MS 2042-PDM  
Arlington, VA 22203

**MORE QUESTIONS?**

Please write or call:

Karen Leyse, Listing Branch Chief  
U.S. Fish and Wildlife Service  
Sacramento Fish and Wildlife Office  
2800 Cottage Way, W-2605  
Sacramento, California 95825  
Telephone (916) 414-6600  
Facsimile (916) 414-6712.

If you use a telecommunications device for the deaf (TDD), call the Federal Information Relay Service (FIRS) at (800) 877-8339.



Larry Johnston ~ District One    Fred Stump ~ District Two    Tim Alpers ~ District Three  
Tim Fesko ~ District Four    Byng Hunt ~ District Five

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## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

*Lynda Roberts, Clerk of the Board*

August 13, 2013

Ms. Jan Knight  
Acting Field Supervisor  
Sacramento Fish and Wildlife Office  
2800 Cottage Way, Room W-2606  
Sacramento, CA 95825

Dear Ms. Knight:

The Mono County Board of Supervisors invites the U.S. Fish and Wildlife Service (USFWS) to present the proposed listing and critical habitat designation for the Sierra Nevada yellow-legged frog and Yosemite toad to Mono County citizens at an Eastern Sierra location. As the impacts have yet to be fully described and could be detrimental to the residents and visitors of the region, full public engagement is warranted. Our intent is to fully understand the proposals, and offer a forum for open and public discussion directly with USFWS staff.

Our concerns primarily focus on several major recreation areas in or near the following areas: Rock Creek Lake, Convict Lake, the June Lake Loop, Tioga Pass, Saddlebag and Virginia Lakes area, and the incorporated Town of Mammoth Lakes. Our initial concerns include the following:

- **Local economic impacts could be detrimental:** Portions of the proposed critical habitat designation include areas integral to the county's well-being. Restrictions that may result from the proposal and limit recreation, public access, trout stocking, and/or pack use will dramatically and negatively impact these important components of our tourism-based local economy. Visitors come to Mono County to experience the culture, history and place that exists due to access to these activities.
- **Mitigation measures should allow for continued established uses and recreational access** while protecting these species in appropriate critical habitat areas.
- **The realistic ability to recover species in certain areas and the need for these areas to ensure the continued survival of the species must be weighed against the costs to local communities,** and appropriately factored into the critical habitat designation.
- **The best-available, proven, and peer-reviewed science must be the basis for decisions on the proposals,** not the imminent threat of litigation.

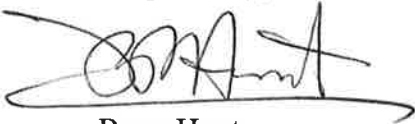
August 13, 2013  
Ms. Jan Knight, Acting Field Supervisor  
Sacramento Fish and Wildlife Office  
Page 2

We are open to a presentation at a regularly scheduled Board of Supervisors meeting held the first three Tuesdays of the month, scheduling a special meeting, coordinating a regional meeting of multiple jurisdictions and/or interested parties, or another format acceptable to the USFWS. We would be willing to arrange the venue, logistics, and outreach to local media outlets as well.

We appreciate the extension of the comment deadline to November 18, and follow-up by USFWS staff to connect us directly with the consultant developing the economic impact analysis. However, the Eastern Sierra is an often forgotten region of California, and we respectfully request the same opportunity for our residents to learn about what these proposals may mean to their lives.

Please contact Jim Leddy, County Administrative Officer, at 760.932.5414 or [jleddy@mono.ca.gov](mailto:jleddy@mono.ca.gov) to make further presentation arrangements, and thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read 'Byng Hunt', with a long horizontal flourish extending to the right.

Byng Hunt  
Chair

cc: Mr. Robert Moler ([robert\\_moler@fws.gov](mailto:robert_moler@fws.gov))  
Mr. Carl Benz ([carl\\_benz@fws.gov](mailto:carl_benz@fws.gov))

# Mono County Community Development Department

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P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

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P.O. Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

August 23, 2013

Carl Benz, Assistant Field Supervisor  
U.S Fish and Wildlife Service  
Ventura Fish and Wildlife Office  
2493 Portola Road, Suite B  
Ventura, CA 93003

Dear Carl:

As the U.S. Fish and Wildlife Service (FWS) is considering the Bi-State sage grouse listing, we wish to follow up prior conversations and provide an update on Mono County progress. As noted previously, in addition to our participation in the past and more recent Bi-State planning effort, Mono County has obtained a Sustainable Communities Grant from the Strategic Growth Council to update sections of the Mono County General Plan, including policies and mitigation requirements pertaining to sage grouse. The General Plan Update is under way with consulting biologist Dr. James Paulus assisting in the assessment and mitigation strategy development for the Bi-State population in Mono County.

With the Bi-State listing decision under the Endangered Species Act (ESA) approaching, this letter summarizes and updates our local efforts, and includes Dr. Paulus's opinions on the potential listing from a Mono County perspective. We request that this summary be considered in the impending decision, as whatever choice is made will surely have significant impact upon the activities and the prosperity of the people who live and work in Mono County. We have gained considerable knowledge of the ecology and management of grouse through this process, as the known range of the population encompasses nearly the entirety of all lands below 10,000 ft elevation in Mono County.

There is concern that the consequences of a decision to list the Bi-State as Threatened or Endangered will be harmful to the overall health of Mono County and that significant social and economic damage will result if listing occurs. The current and future welfare of Mono County citizens is a major consideration of our General Plan Update. We recognize this update is a significant opportunity to create new protections for sustaining the Bi-State sage grouse in Mono County. Meanwhile, as the following demonstrates, intervention in the form of federal listing intended to remove the danger of species extinction will not add benefits of offsetting magnitude; programs and working groups are already in place, and federal land management agencies' local exercise of regulatory power will be sufficient to attain the goal of saving the species from potential extinction even if federal listing is determined to be unwarranted at this time.

Genetic separation of Bi-State grouse as a Distinct Population Segment (DPS) of the greater sage-grouse species (Oyler-McCance, et al., 2005, Oyler-McCance and Casazza, 2011) provides the basis for evaluating the Bi-State population separately when making regulatory decisions. Proof of separation from the larger taxa known from six states outside California likewise confirms that the threats thought to underlie declines in the Bi-State population must be considered separately. The Bi-State's ecological status with regard to identification of significant threats, threat causes and effective remediation must be treated as unique to the DPS. Furthermore, current successes in stabilizing grouse sub-populations in the Bi-State must be evaluated separately from general trends established with other populations elsewhere.

The identified threat that is most relevant to this distinction is the actual and functional loss of grouse habitat. While often given as the "highest priority threat" for greater sage-grouse at large (e.g., USFWS representative Ted Cooke, presentation at the March 18, 2013, meeting of the Bi-State Local Area Working Group), the available evidence shows that the Bi-State DPS has experienced no significant contraction of its historical range in Mono County (Hall, et al., 2008). Contractions of the range that have been documented are small and localized, and can be attributed to specific, manageable factors that naturally fall under the jurisdiction and interest of local agencies and managers. Another example of a potential listing factor (i.e., threat) identified for greater sage-grouse at large is the inadequacy of the existing regulatory mechanisms (U.S. Fish and Wildlife Service, 2013). This also appears to be largely irrelevant to the Bi-State situation. The state and local regulatory efforts described herein, including some that are currently funded by federal grants, in combination with DPS-specific ecological research, effective site mitigations (many ongoing), development restrictions of Mono County, aggressive application of the California Environmental Quality Act by Mono County, and existing and in-process Conservation Easements, Conservation Plans and programmatic threat controls currently in development at the local level, will be sufficient to remove the real danger of extinction.

Listing Bi-State grouse under ESA unfortunately may cause re-prioritization of effective current and future efforts to conserve the population, and instead may emphasize the actual but lesser threats of habitat loss or inadequacy of the existing regulatory mechanisms. There is concern that risk for Bi-State extinction will be increased dangerously if our locally developed recognition of primary threats or our commensurate concrete and enthusiastic local efforts are superseded, replaced, or interfered with by mandated new, currently undefined federal actions subsequent to listing under ESA.

Bi-State habitat loss is precluded in large part by the expansiveness of federal land holdings across the DPS' known range in Eastern California and Western Nevada. Grouse predominantly use undeveloped lands that are and will continue to be administered by the U.S. Forest Service and Bureau of Land Management. We believe this existing federal jurisdiction explains why the range of the DPS has not significantly contracted from its historic (pre-European settlement) extent (Hall, et al., 2008). Furthermore, these lands are inherently more accessible for ecological researchers. Funding or other agency support for research has been and likely will continue to be available. This preponderance of federal landholdings has already fostered a greater scientific understanding of grouse of the Bi-State than anywhere else within the range of the species at large. Research to date has helped to offset the rush to conclude that



habitat loss and fragmentation are primary threats underlying historical declines in abundance. While this threat may be significant for greater sage-grouse in Wyoming (USFWS, 2013) or elsewhere, Bi-State population maintenance is now thought to be controlled mainly by its predators, whose presence has been on the increase. Cassaza, et al. (2007) concluded that avian and mammalian predation was the greatest threat to Bi-State nest success, brood survival, and even adult survival in every Population Management Unit studied. Most notable among these predators are golden eagles (predation of adults), common ravens (nest and brood predation), and coyotes (nests, broods and adults).

In contrast to habitat loss as a perceived primary threat, one which arguably may be difficult to address effectively without the federal power granted by listing under ESA, increased predation due to greater predator presence may be effectively ameliorated through control strategies that are available to local regulators. In Mono County, the Planning Division now requires that all projects that could provide predatory perches for raptors such as golden eagles or for ravens must implement deterrents to perching (e.g., “raptor spikes”), and also requires follow-up monitoring to ensure effectiveness. Perch deterrence requirement exemplifies the County’s self-imposed mandate (as specified in the General Plan – see County of Mono, 2013) that potential impacts to wildlife habitat quality must be quantified by a scientific study funded by the project proponent and assessed in consultation with the California Department of Fish and Wildlife, so as to meet the further requirement that all potential impacts must be brought to below the level of significance for project approval (2012 Conservation/Open Space Element, Biological Resources Objective A).

Revisions recommended for the 2014 General Plan Update include strictly applied Conditions of Approval reducing trash and other attractants for ravens and coyotes and avoiding creation of new nest sites for ravens in grouse habitat. The County’s Benton Crossing Landfill, located within the South Mono Population Management Unit in Long Valley, is scheduled to close no later than 2023, at which time existing anthropogenic subsidies will be eliminated. The operation currently implements a mitigation plan to deter ravens and gulls from the site, but the effort does not eliminate ravens or gulls entirely. Since Bi-State listing under ESA would not provide additional support or expansion of mitigation efforts, we believe funding spent on listing would be more effective if granted in support of state/local predator research and control programs, or if the FWS were to exercise its regulatory power to make it easier to reduce raven and coyote population sizes within and near critical Bi-State habitats.

Mono County has been collaborating in the current Forest Plan Amendment of the Humboldt-Toiyabe National Forest, including presentations before local planning committees, the Mono County Collaborative Planning Team and Board of Supervisors. The draft Plan Amendment includes specific goals, objectives standards, guidelines and monitoring indicators to conserve, enhance and/or restore habitats of the Bi-State population in northern Mono County. The intent of the amendment is to provide the regulatory mechanisms needed to respond to the U.S. Fish and Wildlife Service’s publishing of a “warranted, but precluded” Endangered Species Act listing petition 12-month finding for the Bi-State sage-grouse. The amendment will improve the ability of land management agencies to conserve, enhance, and/or restore sagebrush and associated habitats to provide for the long-term viability of the Bi-State sage-grouse.

The amendment responds to priority risks such as increasing raven and coyote populations, increasing recreational access to prime habitats, and livestock grazing impacts on habitat. A draft Environmental Impact Statement for the amendment has been released for public review.

Similarly, the Bureau of Land Management/Bishop Field Office, which will be updating its Resource Management Plan, intends to include specific language to add regulatory certainty regarding Bi-State conservation. The Bishop District has a strong track record regarding grouse conservation, due in part to the passion of its staff. But this outcome has been and will continue to be guided by a Resource Management Plan that states very broadly, "Do not adversely affect grouse habitat" (Colleen Stevens, personal communication 3/18/13). This conservative policy powerfully imparts regulatory certainty for ongoing preservation of Bi-State habitat quality and connectivity. We encourage this trend, and believe that local federal agency offices have and will continue to improve and enforce the types of regulatory mechanisms that will effect preservation. Additional, imposed U.S. Fish and Wildlife Service actions that may be intended to bolster federal regulatory power are not needed.

The Bi-State grouse are faced with landscape-level changes in their environment, in addition to increasing raven and coyote populations. These include: creeping sagebrush scrub habitat degradation due to the encroachment of pinyon-juniper woodland trees and non-native cheat grass; loss of meadow habitat as historically established irrigated pastures are withdrawn; the presence of a significant disease threat (West Nile Virus); and the depredative effects of barbed-wire fencing and roads where they cross through remaining habitat. Implementation of the Bi-State 2004 Conservation Plan (Bi-State Local Area Working Group, 2004) and 2012 Action Plan (Bi-State Technical Advisory Committee, 2012) will result in effective remediation of these known threats. Actions already implemented under this guidance have resulted in significant progress in the understanding of these aspects of grouse ecology at the local level and in concrete progress toward conservation. Restoration of prime sagebrush habitat (pinyon-juniper removal) has occurred on more than 14,000 acres of public lands. Nearly 13,000 acres of private lands within the Bi-State's range have come under recorded conservation easements that target grouse habitat preservation and enhancement, with an additional 7,240 acres of easement applications currently in the process of being finalized. Modified livestock grazing allotments totaling more than 1 million acres now include grouse-sensitive seasonal use and stocking limits. Anti-collision marking of fences already accomplished under NRCS direction has resulted in an 83% reduction in post-treatment mortality.

The Bi-State Local Area Working Group has implemented or is currently implementing 293 separate projects in response to specific needs pursuant to preservation as identified in the 2012 Action Plan. The many partners and stakeholders who participated in developing the 2004 Bi-State Conservation Plan sought to prioritize risks, identify strategies for conservation, and specify projects to address the risks as they were understood. But this knowledge and administration have not been static. The emergence of the 2012 Action Plan has occurred because the interest and dedication to Bi-State preservation has continued to grow. Current Action Plan partners include the Natural Resource Conservation Service, U.S. Geological Survey, Bureau of Land Management, U.S. Forest Service, California Department of Fish and Wildlife, Nevada

Department of Wildlife, University of Nevada, The Nature Conservancy, Los Angeles Department of Water and Power, and many other local landowners and land administrators. Meetings of the Local Area Working Group consistently overflow the room, and these are the people who can make and have made preservation happen. It is clear that the local administrative structure for the Bi-State DPS has matured and is today a strong and balanced approach to preservation.

These important policy developments, outreach efforts to secure conservation easements, and on-the-ground habitat enhancement works that add to the quality and extent of available habitat will not be affected should the FWS determine that listing under ESA is currently unwarranted. The trend toward effective population stabilization and away from potential extinction is already established and growing – statistically significant increases have been observed for both number of leks and number of males observed at leks within the Bi-State's range during the period 1995 to 2012 (BLM representative Steve Nelson, 3/5/13 presentation to the Mono County Board of Supervisors). It seems unlikely that the as-yet undefined programs that may be eventually established as a result of listing under the ESA would justifiably render a more effective trend. We believe it more likely that efforts on the part of the FWS to ease the NEPA requirements (specifically, cultural resource clearance) for the existing Bi-State Local Area Working Group programs – for example, local meadow habitat restoration and removal of encroaching conifers and junipers from sagebrush scrub habitat – would go much farther and faster toward preservation of the Bi-State.

Mono County is committed to the 2012 Action Plan goal of stabilizing grouse populations through preservation and enhancement of their habitat. County policy and ongoing involvement in the Bi-State effort reflects this commitment, and we are taking advantage of the General Plan Update to bring grouse to the forefront in future planning decisions. Lands outside existing communities are now largely subject to Resource Management designation, as specified in the Land Use Element of the General Plan. This designation specifically calls for preservation of the habitat of sensitive species "permanently" (County of Mono, 2013). Increased recreation, and development outside existing communities, are unequivocally identified as threats to wildlife habitat sustainability, with established policy calling for the protection and enhancement of these habitats as a basic guideline for regulating such activities where the County has jurisdiction, and calling for cooperation with federal and state agencies toward the goal of preservation of the extensive grouse habitats where these agencies have jurisdiction. Policies also direct County facilitation of habitat acquisition as a result of land exchanges with federal or state land management agencies or by the purchase by land preservation organizations (Policy 6 of the Mono County Conservation/Open Space Element). It is anticipated that the update of the General Plan currently under way and scheduled for adoption in 2014 will provide new lek setbacks, requirements for fence collision-avoidance markers on all new fencing, escape ramps for new troughs and ponds, revegetation standards for restoration of disturbed sagebrush habitat, and new restrictions on road building in grouse habitat for projects on private lands.

We believe that this intensity of local preservation effort is unprecedented for any Candidate species. It reflects our shared concern for our environment, a stewardship which naturally arises from the realization that we are fortunate to live and work in such a bountiful place. In Mono County, efforts now under way to preserve the Bi-State will

continue, and will continue to expand, even should the FWS decide against listing under ESA. Listing would surely impose another gauntlet for the Bi-State's sustainability – administrative confusion, as federal and local experience and priority actions will differ. Even if listing is well-meaning for the species, delay or setback while a new administrative layer is integrated would deal a serious blow to the Bi-State DPS, possibly even to the point of allowing the current threats to extirpate the DPS or some of the sub-populations from their current range. As an alternative to listing, U.S. Fish and Wildlife Service assistance in implementing the locally crafted set of programs, especially help in institutionalizing new, effective predator control and help with burdensome cultural resource requirements under NEPA, would be more justifiable in the case of the Bi-State DPS.

To summarize, we sincerely believe the available evidence supports our position that recovery has already been assured by positive changes in the sentiments of the populace, by the policies we have adopted and are updating, and by the current and planned actions of landowners, volunteers, and agency personnel acting under the guidance of the 2012 Action Plan.

Your favorable consideration of these comments is appreciated. Please call me at (760) 924-1807 if you have questions concerning this matter; technical questions can be directed to consulting biologist, Dr. James Paulus at (760) 937-7177.

Respectfully submitted,



Scott Burns  
Director

cc Jim Leddy, County Administrative Officer  
Dr. James Paulus, Consulting Biologist  
Tony Dublino, Solid Waste Superintendent

#### ATTACHMENTS

- Evaluation of Genetic Distinctiveness
- Multilocus Population Genetic Survey
- California Bird Species of Special Concern
- Ecology of Greater Sage-Grouse.

## REFERENCES

- Bi-State Local Area Working Group, 2004. Greater Sage-Grouse Conservation Plan for the Bi-State Plan Area of Nevada and Eastern California. Nevada Governor's Sage Grouse Conservation Team.
- Bi-State Technical Advisory Committee, 2012. Bi-State Action Plan: Past, Present and Future Actions for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment. Bi-State Executive Oversight Committee for Conservation of Greater Sage-Grouse. Report date March 15, 2012.
- Casazza, ML, Overton, CT, Farinha, MA, Torregrosa, A, Fleskes, JP, Miller, MM, Sedinger, JS, and E. Kolada. 2007. Ecology of Greater Sage-Grouse in the Bi-State Planning Area Final Report, September 2007. USGS Open File Report 2009-1113.
- County of Mono, 2013. General Plan. <http://monocounty.ca.gov/planning/page/general-plan>.
- Hall, FA, Gardner, SC, and DS Blankenship, 2008. Greater sage-grouse (*Centrocercus urophasianus*), pp. 96-101 in Shuford, WD and T Gardali (Eds.), California Bird Species of Special Concern: A Ranked Assessment of Species, Subspecies, and Distinct Populations of Birds of Immediate Conservation Concern in California. California Department of Fish and Wildlife, Sacramento.
- Oyler-McCance, SJ, Taylor, SE, and TW Quinn, 2005. A multilocus population genetic survey of the greater sage-grouse across their range. *Molecular Ecology* 14:1293-1310.
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- U.S. Fish and Wildlife Service, 2013. Greater sage-grouse (*Centrocercus urophasianus*) Conservation Objectives: Final Report (February 2013). USFWS, Denver.

## Endangered Species Act Listing Considerations

The U.S. Fish and Wildlife Service is authorized by the federal Endangered Species Act to impose “rules” – listing and critical habitat designations – that will bring about recovery of species in serious decline. The ESA *requires* that Critical Habitat of sufficient quality and quantity be identified when the FWS lists any species as Threatened or Endangered, and that it be must encompass habitat “to the maximum extent that is prudent and determinable”. Once the rules are finalized (rules for greater sage grouse, Sierra Nevada yellow-legged frog, and Yosemite toad are now in the proposal stage), the need for formal consultation with FWS as the regulatory agency under ESA is added to every project with a federal nexus within designated critical habitat. For example, County road maintenance projects now relieved from Clean Water Act permitting requirements through a Nationwide Permit will, once greater sage grouse critical habitat is finalized, be required to prove minimization of impacts to the species, may be required to do mitigations as a condition for authorization to proceed issued by the U.S. Army Corps of Engineers, and will need to schedule additional lead time for the regulatory determinations and requirements that are not applicable prior to the FWS action.

Listing and critical habitat proposals set out threats to a species’ continued existence as justification for management directions that will be emphasized during formal consultation. Activities including fish stocking, managed and pack outfit grazing, timber fuels management, and water supply development are specifically identified in the current FWS proposed rules for Sierra Nevada yellow-legged frog and Yosemite toad as “potentially incompatible” with recovery. Once critical habitat for these species is finalized, by rule the FWS would seek to ameliorate threats by directing (as stated in the April 25, 2013 proposal) non-native fish eradication and modification of fish stocking practices, by potentially denying continued grazing uses, etc. Rules under ESA must be based upon the best available science, and must consider public comment prior to becoming law, but as shown in the case of the frog and toad, are not required to detail how recovery to de-listing will be brought about. That is left to the Recovery Plan, a document that may require a year or more to produce, and which will explain precisely how changes in land management through permitting and rule enforcement will relieve the identified threats.

The Mono County Board of Supervisors can assist FWS in finalizing these rules by commenting while they are still in the proposal stage. Commenters wishing to influence specific decisions (for example, the inclusion of popular Mammoth Lakes Basin fisheries in frog critical habitat) should strive to ground all arguments in best available science. Commenters wishing to influence the larger decision of whether a species will benefit as a result of listing (for example, whether the local “Bi-State” DPS of greater sage grouse warrants listing now) should demonstrate a preponderance of evidence showing that existing management programs have robust inter-agency cooperation and proven success, and are sufficient to bring about recovery even in the absence of federal listing.

United States Department of Agriculture  
Forest Service

## Humboldt-Toiyabe National Forest

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Asheville, NC 28801  
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### Go [Forest Service & BLM Bi-State Sage Grouse Draft EIS Released](#)

Release Date: Aug 16, 2013

Contact(s): Mike Crawley, 760-932-7070, Bill Dunkelberger, 775-355-5304

**SPARKS, Nevada...**The Humboldt-Toiyabe National Forest and the Carson City Bureau of Land Management (BLM) District, as a cooperating agency, published the Draft Environmental Impact Statement (DEIS) for the Greater Sage-Grouse Bi-State Distinct Population Segment Forest Plan Amendment on August 15, 2013. The proposed amendments will update management direction on the Forest Service's (FS) Bridgeport and Carson Ranger Districts and the BLM's Carson City District and Tonopah Field Office to conserve, enhance, and restore habitat for the sage-grouse.

The DEIS includes the analysis of the Proposed Action and the No Action Alternatives. Five additional alternatives were considered during the analysis, but not carried through the analysis because they did not meet the purpose and need or they were already reflected in the No Action Alternative or Proposed Action.

If the Proposed Action is selected, the land use plans for the Forest Service and BLM would be amended.

The proposed amendment provides a set of standards and guidelines developed to respond to the three following goals:

**Goal 1:** Bi-state sage-grouse priority habitat and movement corridors are managed to bring vegetation communities to their ecological site potential and to maintain or increase the species.

**Goal 2:** Bi-state sage-grouse and their priority habitats will benefit from standards and guidelines adopted to eliminate or reduce negative impacts and increase positive impacts from discretionary and non-discretionary actions.

**Goal 3:** In priority habitat, fuels treatments are used as a management tool when the benefits to Bi-state sage-grouse clearly outweigh the risks; otherwise, fire is suppressed in priority habitat after life and property.

Comments on this DEIS will be accepted for a 90-day comment period beginning after publication of the Notice of Availability is published in the Federal Register. Publication in the *Federal Register* is anticipated in the next week.

After the 90-day comment period, the Forest and the cooperating agencies will consider the comments provided, update the analysis, and issue a Final EIS and Draft Record of Decision, which will open an Objection Period. The proposed amendment is subject to the objection procedures of 36 CFR 219 Subpart B. (See 219.52(a)). Interested parties can find a copy of the DEIS on our website at:

[http://www.fs.fed.us/nepa/nepa\\_project\\_exp.php?project=40683\\_](http://www.fs.fed.us/nepa/nepa_project_exp.php?project=40683_)

Comments may be submitted electronically by subscribing to our electronic mailing system. To subscribe to this new system, go online by following this link:

<http://www.fs.fed.us/nepa/fs-usda-pop.php/?project=40683> and use the "Get Connected" tab on the right.

Written comments may also be sent to Humboldt-Toiyabe National Forest, Bi-State DEIS, 1200 Franklin Way, Sparks, Nevada, 89431. Comments may also be faxed to 775-355-5399. Questions or requests for hard copies of the DEIS may be directed to James Winfrey, Humboldt-Toiyabe National Forest, at 775- 355-5308.

-END-

### Alerts & Warnings

Forest Order 04-17-13-19 - Fire  
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Area/Pacific Crest Trail Crossing  
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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 10, 2013	<b>DEPARTMENT</b>	Finance
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	1 Hour (15 min. presentation, 45 min. discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Leslie Chapman
<b>SUBJECT</b>	A87 Cost Plan Workshop		

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation by Leslie Chapman regarding the County Cost Plan (A-87 charges) and possible alternatives for cost allocations.

### RECOMMENDED ACTION:

Request the Board hears presentation, considers alternatives as presented and give direction to staff for future allocation methods and procedures.

### FISCAL IMPACT:

None at this time.

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-932-5494 / lchapman@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time

Who

Approval



9/4/2013 6:21 PM	County Administrative Office	Yes
9/4/2013 6:02 PM	County Counsel	Yes
9/4/2013 4:44 PM	Finance	Yes



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

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*Rosemary Glazier*  
Assistant Finance Director  
Treasurer-Tax Collector

*Leslie L. Chapman, CPA*  
Finance Director

*Roberta Reed*  
Assistant Finance Director  
Auditor-Controller

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*P.O. Box 495*  
*Bridgeport, California 93517*  
*(760) 932-5480*  
*Fax (760) 932-5481*

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*P.O. Box 556*  
*Bridgeport, California 93517*  
*(760) 932-5490*  
*Fax (760) 932-5491*

To: Honorable Board of Supervisors

From: Leslie Chapman

Date: September 10, 2013

Re: Cost Plan Workshop

**Recommendation:**

Hear presentation by Leslie Chapman regarding A-87 Cost Plan allocation of administrative costs. The workshop will include a brief summary of the purpose and methods of allocation followed by a discussion of the benefits and shortfalls of the current system. The presentation will conclude with recommendations for future allocations and charges. Staff is seeking approval of recommendations or direction regarding allocation of administrative costs.

**Fiscal Impact:**

There will be no fiscal impacts to the total budget; however, there may be several appropriation changes depending on actions chosen by your board.