

AGREEMENT NUMBER

**MS-0809-15**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

COUNTY OF SANTA BARBARA, PUBLIC HEALTH DEPARTMENT

2. The term of this Agreement is: July 1, 2008 (or, if applicable, when approved by DGS, Office of Legal Services, whichever is later.)  
 Through October 31, 2008

3. The maximum amount of this Agreement is: **\$ 257,074.00**

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

Exhibit A – Scope of Work 9 page(s)

Exhibit B – Budget Detail and Payment Provisions 6 page(s)

Exhibit C\* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Zipcodes

Aging-MS-508

1 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**

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

COUNTY OF SANTA BARBARA, PUBLIC HEALTH DEPARTMENT

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

300 N. SAN ANTONIO RD., BLDG. 8 SANTA BARBARA CA 93110

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

**California Department of General  
 Services Use Only**

Exempt per:

Exhibit A – Scope of Work

**SCOPE OF WORK**

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. MS-0809-15 in accordance with this Agreement. The number of client months under this Agreement is 200.0.
2. The services shall be performed in catchment areas as described in Exhibit E.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor COUNTY OF SANTA BARBARA, PUBLIC HEALTH DEPARTMENT
Name: Scott Eakman	Name: Nancy Rosenberg, Site Director
Phone: (916) 928-6804	Phone: (805) 346-8387
Fax: (916) 928-2508	Fax: (805) 681-5331

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: COUNTY OF SANTA BARBARA, PUBLIC HEALTH DEPARTMENT
Section/Unit: Business Services and Contracts	Section/Unit:
Attention: Don Fingado	Attention: Margaret Granger Contracts Unit Coordinator
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 300 N. San Antonio Rd., Bldg. 8 Santa Barbara CA 93110
Phone: (916) 419-7157	Phone: (805) 681-5367
Fax: (916) 928-2500	Fax: (805) 681-5191

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW**

The MSSP is a Medi-Cal waiver program authorized pursuant to Section 1915(c) of Title XIX of the Social Security Act. The primary objectives of the Multipurpose Senior Services Program are to:

1. Avoid the inappropriate placement of frail older persons in nursing facilities; and
2. Foster independent living in their own communities.

CDA contracts with local government entities and private nonprofit organizations for local administration of the MSSP throughout the State. The Contractor is responsible for arranging for and monitoring community services to the MSSP client population in the catchment area identified in Exhibit E of this Agreement. Individuals eligible for MSSP must be age 65 or older; meet the eligibility criteria as a Medi-Cal recipient with an eligible Medi-Cal Aid Code for MSSP as described in the Multipurpose Senior Services Program Medi-Cal Aid Codes, Exhibit D, of this Agreement; be certifiable for placement in a nursing facility; live within a site's catchment area; be served within the program's cost limitations; and be appropriate for care management services.

The Contractor uses a care management team to assess eligibility and need, and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's fiscal intermediary, Electronic Data Systems (EDS).

**ARTICLE III. MSSP PROGRAM OPERATIONS**

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

**A. Care Management Team**

1. The Contractor shall maintain and have on file a written description and an organization chart that outlines the structure of authority, responsibility and accountability within the MSSP and the MSSP parent organization. The Contractor shall provide their assigned analyst with a copy of the organization chart within 30 days of the execution of this Agreement to your assigned MSSP analyst.
2. The Contractor shall employ a care management team that consists of a social worker and a public health nurse that meet the qualifications

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

- e. Respite Care.
- f. Transportation.
- g. Meal Services.
- h. Protective Services.
- i. Special Communications.

**D. Case Files**

The Contractor shall maintain an up-to-date, centralized, secured case file record for each client, consisting, at a minimum, of the following, using forms prescribed by CDA:

1. Application Form.
2. Release of Information Form.
3. Client Enrollment/Termination Information Form.
4. Certification/Recertification Form.
5. Initial health assessment and psychosocial assessment and most recent reassessment.
6. Initial and most recent care plan which identifies the client's care problems and needs, functional limitations, authorized services, and the outcomes of delivered services.
7. Client progress notes and other client-related information (e.g., correspondence, medical/psychological/social records).
8. Denial or discontinuance letters.
9. Termination Forms.
10. Fair Hearing documentation.
11. Institutionalization Form.

**E. Management Information Systems (MIS)**

The Contractor shall maintain and operate an MIS at its site. The Contractor shall:

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers.

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

necessary to ensure meaningful access to services and activities to eligible individuals (22 CCR 98310, 98314).

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

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

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Government Code Section 11135 et seq. and Sections 98000-98382 of Title 22 of the California Code of Regulations.

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:
  - (1) Methodologies used.
  - (2) Findings regarding linguistic and cultural needs of non-English or LEP groups.
  - (3) Services proposed to address the needs identified and a timeline for implementation (22 CCR 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 (22 CCR 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. (22 CCR 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

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. (22 CCR 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. (22 CCR 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 Government Code Section 11135 et seq. (22 CCR 98326).

c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law (22 CCR 98211, 98310, 98340).

**H. Emergency Preparedness**

1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of clients they are charged to serve during medical or natural disasters, such as a pandemic, earthquake, fire, flood, or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.

2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support clients in the event of natural disasters or other public emergencies.

3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and vendors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.

4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually or as needed when new staff are hired. The training shall consist of:

a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider.

**Budget Detail and Payment Provisions – Exhibit B**  
**Multipurpose Senior Service Program**

**ARTICLE I. INVOICING AND PAYMENT**

- A. To receive payment, the Contractor shall prepare and submit electronic claims through DHCS' fiscal intermediary, Electronic Data Systems (EDS), as set forth in the Medi-Cal Provider Manual.
- B. Payments shall be made in accordance with the following provisions:
  - 1. Contractor shall submit claims to EDS based upon the month of service and only for actual expenses. On each claim, the Contractor shall show the amount billed for each service code.
  - 2. Failure to provide data and reports specified by this Agreement will result in the delay of payment of invoices.

**C. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.

**D. Advance Payments**

CDA, having found that an advance payment to the Contractor is essential for the effective implementation of this Contract, may authorize an advance payment during the term of the Agreement, pursuant to the Welfare and Institutions Code Section 9566 and Section 11019 of the Government Code for private nonprofit entities, subject to the following conditions:

- 1. Upon approval of this two-year Agreement, the Contractor may request an advance payment not to exceed twenty-five percent (25%) of the total Contract amount for the first fiscal year. The Contractor may make a second request for an advance payment for the fiscal year 2009-2010 beginning May 1, 2009. A request for an advance payment shall be on Contractor's letterhead and include an original signature of authorized designee, and this Agreement number. Requests for advances will not be accepted after the first day of that fiscal year, unless otherwise authorized by CDA.
- 2. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of Contractor's final claim, DHCS or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request.

**Budget Detail and Payment Provisions – Exhibit B**  
**Multipurpose Senior Service Program**

ARTICLE II. FUNDS (Cont)

or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.

5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract, and maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA, in writing, whenever publicizing the work under this Agreement in any media.

B. Accountability for Funds

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

C. Unexpended Funds

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

D. Interest Earned

Recipients shall maintain advances of federal funds in interest bearing accounts, unless (1), (2), or (3) apply.

1. The recipients receives less than \$120,000 in federal awards per year.
2. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
3. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and nonfederal cash resources.

For nonprofit entities interest earned on federal advances deposited in interest bearing accounts in excess of \$250 shall be remitted annually to DHCS.



**Budget Detail and Payment Provisions – Exhibit B  
Multipurpose Senior Service Program**

**ARTICLE III. BUDGET AND BUDGET REVISION (Cont)**

Contractor must provide justification and supporting documentation for each budget transfer request submitted.

- G. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

**ARTICLE IV. DEFAULT PROVISIONS**

The State, without limiting any rights which it may otherwise have, may, at its discretion, and upon written notice to the Contractor, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, upon occurrence of any one of the following events:

1. Termination or suspension of this Agreement.
2. A finding by the State that the Contractor:
  - a. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement; or
  - b. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement; or
  - c. Has allocated inventory to this Agreement substantially exceeding reasonable requirements; or
  - d. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business.
3. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor.
4. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding; or
5. The commission of an act of bankruptcy.

Legal Site Name: County of Santa Barbara, The Public Health Department						Site Number: 15	Date Submitted to CDA-#ISSP	14-Apr-08				
Fiscal Year 2008 - 2009						Fiscal Year 2009 - 2010						
<b>A. Care Management</b>						<b>A. Care Management</b>						
Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
SCM		\$36,764	0.000%	1.000	\$36,764	1	SCM		\$0	0.000%	1.000	\$0
SWCM		\$32,714	0.000%	0.500	\$16,357	2			\$0	0.000%	1.000	\$0
SWCM		\$31,912	0.000%	0.500	\$15,956	3			\$0	0.000%	1.000	\$0
NCM		\$40,359	0.000%	1.000	\$40,359	4			\$0	0.000%	1.000	\$0
CMA		\$21,341	0.000%	0.750	\$16,006	5			\$0	0.000%	1.000	\$0
CMA		\$22,068	0.000%	0.750	\$16,551	6			\$0	0.000%	1.000	\$0
CMA		\$22,067	0.000%	0.750	\$16,550	7			\$0	0.000%	1.000	\$0
CMA		\$22,088	0.000%	0.750	\$16,566	8			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	9			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	10			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	11			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	12			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	13			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	14			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	15			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	16			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	17			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	18			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	19			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	20			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	21			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	22			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	23			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	24			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	25			\$0	0.000%	1.000	\$0
Subtotal Care Management Salaries					\$175,109	26	Subtotal Care Management Salaries					\$0
Care Management Benefits					\$0	27	Care Management Benefits					\$0
Care Management Salary Savings					\$0	28	Care Management Salary Savings					\$0
<b>Total Care Management</b>					<b>68%</b>	29	<b>Total Care Management</b>					<b>####</b>
<b>B. Care Management Support/Administration</b>						<b>B. Care Management Support/Administration</b>						
<b>Salaries</b>						<b>Salaries</b>						
Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
Site Administrator		\$0	0.000%	1.000	\$0	30			\$0	0.000%	1.000	\$0
Fiscal Officer		\$0	0.000%	1.000	\$0	31			\$0	0.000%	1.000	\$0
Clerical Support		\$0	0.000%	1.000	\$0	32			\$0	0.000%	1.000	\$0
Data Support		\$8,200	0.000%	1.000	\$8,200	33			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	34			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	35			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	36			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	37			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	38			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	39			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	40			\$0	0.000%	1.000	\$0
		\$0	0.000%	1.000	\$0	41			\$0	0.000%	1.000	\$0
Subtotal CMS/Administration Salaries					\$8,200	42	Subtotal CMS/Administration Salaries					\$0
CMS/Administration Benefits					\$0	43	CMS/Administration Benefits					\$0
CMS/Administration Salary Savings					\$0	44	CMS/Administration Salary Savings					\$0
Total CMS/Administration Salaries					\$8,200	45	Total CMS/Administration Salaries					\$0
<b>Operating Costs</b>						<b>Operating Costs</b>						
Communications, Postage, Reprographics					\$0	46	Communications, Postage, Reprographics					\$0
Consultation, Professional Services					\$0	47	Consultation, Professional Services					\$0
Equipment Cost equal to or greater than \$300 per Unit					\$0	48	Equipment Cost equal to or greater than \$300 per Unit					\$0
Equipment, Maintenance & Rental Costs; Office Supplies					\$0	49	Equipment, Maintenance & Rental Costs; Office Supplies					\$0
Facility, Rent & Operations	Unit Cost per Square Feet/Month	Square Feet	Utilities		\$0	50	Facility, Rent & Operations	Unit Cost per Square Feet/Month	Square Feet	Utilities		\$0
	\$1.00	0.00	\$0.00					\$0.00	0.00	\$0.00		
Insurance					\$0	51	Insurance					\$0
Library Purchases, Membership Dues, Subscriptions					\$0	52	Library Purchases, Membership Dues, Subscriptions					\$0
Recruitment Costs					\$0	53	Recruitment Costs					\$0
Temporary Help					\$0	54	Temporary Help					\$0
Training without Associated Travel Costs					\$0	55	Training without Associated Travel Costs					\$0
Travel					\$0	56	Travel					\$0
Indirect Costs (Indirect Costs/Base) - 15% max				15.00%	\$27,492	57	Indirect Costs (Indirect Costs/Base) - 15% max				#DIV/0!	\$0
Base = Salaries & Benefits ([29]+[45])					\$183,309	58	Base = Salaries & Benefits ([29]+[45])					\$0
					\$0	59						\$0
					\$0	60						\$0
Total CMS/Administration Operating Costs					\$27,492	61	Total CMS/Administration Operating Costs					\$0
<b>Total CMS/Admin ([45]+[61])</b>					<b>14%</b>	62	<b>Total CMS/Admin ([45]+[61])</b>					<b>####</b>
<b>C. Waived Services</b>						<b>C. Waived Services</b>						
<b>Total Waived Services</b>					<b>18%</b>	63	<b>Total Waived Services</b>					<b>####</b>
<b>D. Total Budget Amounts</b>						<b>D. Total Budget Amounts</b>						
Fiscal Year 2008 - 2009 ([29]+[62]+[63])					\$257,074	64	Fiscal Year 2009 - 2010 ([29]+[62]+[63])					\$0

Exhibit E  
Catchment Area  
Zip Codes

County of Santa Barbara,  
The Public Health Department

93013	93434
93067	93436-37
93101	93440-41
93103	93454-56
93105	93460
93108-11	93463
93117	93427
93429	

CCC-307

**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)

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