

Sample Contract

RFP

Standard
Agreement

STANDARD AGREEMENT BETWEEN

NAME OF ORGANIZATION

As **SERVICE PROVIDER**

Address of Provider

Calaveras County

Agreement Number: FY2024-2025 Cal/Name of organization

Programs: IIIC-2 Home Delivered Meals and IIIB Transportation-Calaveras County

OLDER AMERICANS ACT (OAA) FUNDING

TITLES III-B, C, D, AND VII(a) and VII(b)

And

AREA 12 AGENCY ON AGING

(Hereinafter Referred to as A12AA)

19074 Standard Road, Suite A, Sonora, California 95370

WITNESSETH:

1. TERM

This **AGREEMENT ("Agreement")** is made and entered into this 1st day of July, 2024, by and between A12AA
("Contractor") pursuant to the following terms and conditions.

The term of this Agreement is July 1, 2024, through June 30, 2025.

2. COMPENSATION

The maximum amount of this Agreement is \$XXX.XXX dollars and cents spelled out.

Home Delivered Meals	\$XXX,XXX.00
Home Delivered Meals NSIP	XX,XX.00
Transportation	<u>+XX,XXX.00</u>

TOTAL:	\$XXX,XXX.00
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3. SERVICES

Contractor shall provide home delivered meals and transportation services, as described in Exhibits A - H, which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

Exhibit A -	Scope of Work	10 Pages
Exhibit B -	Budget Detail and Payment Provision	9 Pages
Exhibit C -	General Terms and Conditions	5 Pages
Exhibit D -	Special Terms and Conditions	31 Pages
Exhibit E -	Additional Provisions	9 Pages
Exhibit F -	Non-Expendable Equipment/Vehicle Inventory	1 Page
Exhibit G -	Performance Standards	4 Pages
Exhibit H -	Condition Statement(s), (RFP, Contract Renewals, and Program Standards)	29 Pages

This document is a binding agreement to conduct a service program for older adults age 60+ in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act of 1965, as amended, and Older Californians Act of 2020, as amended.

4. FUNDING AVAILABILITY

The funding amounts contained in this Agreement represent A12AA's best estimate of available funding. This Agreement may be subject to modification by A12AA if estimates change. It is mutually agreed that if the A12AA budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, A12AA shall have no liability to pay any funds whatsoever to Contractor or to furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

Available funds may supplement, but not replace other funds.

5. RENEWAL

This Agreement may be eligible for renewal in each of one subsequent year following the initial RFP cycle, 2024-2026, and are subject to funding availability and Contractor's fulfillment of its contractual responsibilities.

6. NON-DISCRIMINATION

Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Part 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42] by ensuring that employment practices and the administration of public assistance and social services program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, color, disability, medical condition, national origin race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

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

7. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless A12AA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all

counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

8. ASSIGNMENT

This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.

9. TERMINATION AND RIGHTS UPON TERMINATION

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.
- B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, A12AA, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of A12AA property, dishonesty, or theft.
- D. If A12AA terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by A12AA in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that A12AA may, in its sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to A12AA as of the termination date.

10. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

11. INSURANCE

A. Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services. Contractor shall provide notice to A12AA thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

- i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
- ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
- iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover bodily injury and property damage, owned, hired and non-owned vehicles. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.
- iv. Automobile Liability for Charter-Party Carriers: If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher

levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows: \$750,000 if seating capacity is under 8; \$1,500,000 if seating capacity is 8-15; \$5,000,000 if seating capacity is over 15, unless otherwise amended by future regulation.

- v. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim.
- vi. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging ."
- vii. The A12AA shall be named the certificate holder and the A12AA address must be listed on the certificate.

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010, which is attached hereto as Exhibit C and incorporated herein by reference.

13. APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with all A12AA policies and State and Federal regulations and requirements as applicable, including, but not limited to:

Federal – Older Americans Act (OAA) 2020 Reauthorization (Section 330-339)

<https://acl.gov/about-acl/authorizing-statutes/older-americans-act>

Administration for Community Living (ACL) <https://acl.gov/> Title IIIC Nutrition Dietary Guidelines for Americans, 2020-2025

<https://www.dietaryguidelines.gov/>

California Department of Aging (CDA) <https://www.aging.ca.gov/>

State – California Department of Aging Laws & Regulations:

California Welfare and Institutions Code

California Code of Regulations

Title 22, Division 1.8, California Department of Aging

California Retail Food Code: Grandfather Clause for Pre-existing, Non-conforming structures & Equipment

This document is under "Guidelines" section on the page.

United States Code (USC), Title 42, Chapter 35 - Programs for Older Americans

CDA Services Categories and Data Dictionary, 2023

<https://www.aging.ca.gov/download.ashx?IE0rcNUV0zYrC%2f9YU7BNhA%3d%3d>

Older Californians Act

<https://aging.ca.gov/download.ashx?IE0rcNUV0zY2J4QRLd2%2F4Q%3D%3D>

Older Californians Nutrition Program Menu Guidance

<https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2FmnsWdwFAig%3D%3D>

14. MISCELLANEOUS

A. Request for Proposal (RFP)/Contract Renewal Proposal:

Incorporated by reference. The approved scope of services (Scope of Work) performance levels, planned activities, and budgets in the proposal of Contractor are hereby incorporated by reference and are made a part of this Agreement. As such, Contractor shall be accountable for the contents of these parts of the proposal(s) in addition to the requirements in this Agreement. No scope of service will be reduced during the first year of this Agreement unless initiated by A12AA.

B. Amended Agreements: Contractor's proposal may be negotiated by A12AA to refine service delivery, procedures, funding levels and/or to adjust service levels to funding.

C. Sanctions: A sanction results from failure by Contractor to comply with the terms of this Agreement. Sanction actions may include withholding of funds, suspension of funds, reduction of funds, ineligibility for One-Time-Only (OTO) funding and termination.

15. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to A12AA may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that A12AA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

16. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and A12AA. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

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

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)	
BY (Authorized Signature)	
PRINTED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED
ADDRESS	
AGENCY NAME Area 12 Agency on Aging	
BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Kristin Millhoff, Executive Director	
ADDRESS 19074 Standard Road, Suite A, Sonora, California 95370	

RFP

Contract

Exhibit A

ARTICLE I. PROGRAM DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III 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 1321); Title 22, California Code of Regulations (CCR), Section 7100 et seq.; California Department of Aging (CDA) Program Memoranda and California Retail Food Code (CRFC).
2. **Title IIIB (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, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]
3. **Priority Services for Title IIIB** 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.
4. **Title IIIC-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title IIIC-1 congregate nutrition site, the site must meet all of the following criteria:
 - a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means tested. [OAA §315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA §315(b)(4); 22 CCR 7638.9]
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]

5. **To-Go Meals** means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.
 - a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck etc., or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc., or one-on-one with program volunteer via telephone) during the meal.
 - b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.
6. **Title IIIC-2 (Home Delivered Nutrition Services)** means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). [22 CCR 7135; 22 CCR 7638.7(c)]
7. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by Area Agency on Aging (AAA) in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
8. **Matching Contributions** mean local cash and/or in-kind contributions by Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
9. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Non-matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
11. **Program Income** means revenue generated by Contractor or subcontractor from contract-supported activities. Program income is:
 - a. Voluntary contributions received from a participant or responsible party as a result of services received.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

- c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from sale of items fabricated under a contract agreement.
12. **One-Time-Only** include the following:
- 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(a)(6)]
 - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the A12AA or CDA. [22 CCR 7314(a)(7)]
 - c. Supplemental Title III and VII program funds allocated by the CDA to A12AA as a result of the federal re-allotment process. [22 CCR 7314(a)(8)]
13. **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.
14. **Eligible Service Population** for Title IIIB and IIID means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); Title 22, CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7]
15. **Eligible Service Population** for Title IIIC-1 and IIIC-2 means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income, minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); Title 22, CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7(a)(1)-(4)]
- a. Individuals eligible to receive a meal at a congregate nutrition site are:
 - (i) Any older individual.
 - (ii) The spouse of any older individual.

(iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

(iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

(v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); OAA 339(H)]

b. Individuals eligible to receive a home-delivered meal are individuals who are:

(i) An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness or disability, or otherwise isolated, shall be given priority in the delivery of services [45 CFR 1321.69(a)].

(ii) A spouse of a person described in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.

(iii) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

16. **Individual with a disability.** The term 'individual with a disability' means an individual with a disability as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

17. **Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for American; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

ARTICLE II. SCOPE OF WORK

A. Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA §306) in accordance with State and Federal laws and regulations. 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, A12AA. A service unit reduction of any kind requires written approval from A12AA. [22 CCR 7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from A12AA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and Federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA §306(a)(2) and CCR Section 7312.
4. Meet the requirements under the OAA §301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
5. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA §301(a)(1)(B).
6. Provide a continuum of care for the vulnerable eligible service population as required under OAA §301(a)(1)(C).
7. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA §301(a)(1)(D).
8. Contractor shall enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
9. Monitor, on an ongoing basis, Contractor's use of Federal and State funds through reporting, site visits, regular contact, or other means to provide a reasonable assurance Contractor administers Federal and State awards in compliance with laws, regulations, and the provision of contracts that performance goals are achieved. A12AA must follow up and ensure that Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal program detected through monitoring and on-site review. [CFR 45 75.352] Onsite program monitoring will be conducted every two years for all programs except Title IIIC-1 and Title IIIC-2 which will be conducted every year. Fiscal

monitoring must be conducted every two years for all programs including Title IIIC-1 and Title IIIC-2.

10. Maintain a current Policy and Procedure Manual which includes administrative, program and operational procedures as outlined by this Agreement.
11. Maintain or increase the number of Title IIIC-1 and IIIC-2 meals served if Federal and/or State funds for meal programs increase. This Agreement shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
12. Monitor nutrition programs as required by Title 22 Section 7634.3 (d). AAA Registered Dietician (RD) must inspect on-site annually each food preparation site (central kitchen). However, non-food preparation congregate dining sites must be inspected using a standardized procedure developed by A12AA that assures all sites are seen systematically, but not necessarily every year. Consistent with generally accepted standards for food safety A12AA policies and procedures must guarantee the following:
 - a. Inspect non-food preparation nutrition sites at least every other year.
 - b. Inspect non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c. Inspect central kitchens on-site annually. [22 CCR 7634.3(d)]
13. A12AA will provide support and technical assistance to Contractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.
14. Distribute and maintain up-to-date A12AA and CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
15. Provide program information and assistance to the public.
16. Distribute satisfaction surveys to Title IIIB, IIIC, VIIA and VIIB participants that receive services, at a minimum annually, to gain consumer input.
17. Maintain a program data collection and reporting system as specified in Exhibit E.
18. Maintain a current desk manual for each position outlining daily, weekly, monthly and quarterly tasks employee performs to complete his/her job.
19. Ensure that meal counts associated with Title IIIC-1, IIIC-2 and NSIP are in accordance with 22 CCR 7638.7(a)(1)-(4).

20. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
21. Provide a home delivered meal to an eligible individual who is:
 - a. An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation.
 - b. A spouse of a person in 22 CCR 7638(c)(1), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
 - d. Priority shall be given to older individuals identified in 22 CCR 7638.7(c)(1).
22. Report a meal only once either as a Title III meal or a Title VI meal.
23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).
24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. Territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationship recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipient must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as 'marriage,' 'spouse,' 'family,' 'household member' or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health & Human Services (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 U.S.C. 7 – Section 3 of the Defense of Marriage Act]
25. Where feasible, Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or community centers, designated by A12AA, where onsite senior information and referral and linkage/coordination with needed services

for seniors are available. Acceptable methods of coordination include providing the Focal Points with informational materials about the services, letters or memoranda of agreements and collocation of services. 42 USC 3026(a)(3)(B)

26. A12AA will review, approve, and monitor Contractor budgets and expenditures and any subsequent amendments and revisions to budgets. Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
27. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
28. Title IIIC meals are compliant with the Older Californian Nutrition Program Menu Guidance (OCNP Menu Guidance).
29. To ensure all data is collected for the unmet need as requested by the US Legislature, Contractor, either as a direct service provider must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

ARTICLE III. SCOPE OF WORK, SPECIFIC GOALS AND OBJECTIVES

- A. **Home-Delivered Meals:** Provision of a meal to an eligible individual at the client's place of residence, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services. Refer to 'To-Go' meal definition (Ex. A, Art. I, A, 5)

The following units of service are required for a home delivered nutrition program. Meals must comply with the Dietary Guidelines for Americans, 2020-2025;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intakes (DRI) as established by the ACL's Office of Nutrition & Health Promotion (ONHPP);

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together, they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal delivered;

1. CONTRACTOR shall make services available to all persons age 60+, and other qualifying individuals, under this service Agreement with the following exceptions:
 - a. Persons requesting services that extends beyond the scope of the program;
 - b. Persons requesting services who reside outside the program's established geographic service boundaries; and
 - c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.
2. CONTRACTOR shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.
3. CONTRACTOR shall provide Home-Delivered Meal services as described in the program proposal for Home-Delivered Meals for FY 2024-2025.
4. CONTRACTOR shall provide a total of XXXXX units to a total of XXX unduplicated persons eligible for service under the Title IIIC-2 award.
5. CONTRACTOR shall be reimbursed at a per meal/unit rate.
6. CONTRACTOR shall provide contracted services to Calaveras County residents.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

- B. Transportation:** To assist age 60+ individuals to live independently by providing transportation to and from their home to primarily medical appointments and other medical related destinations such as pharmacy, dialysis, physical therapy, laboratory for tests, or other related medical errands.

Provision of a means of transportation for a person who requires help in going from one location to another, using a vehicle. Does not include any other activity.

The fundable activities under this program are Transportation: To take a client from one location (i.e. home, doctor office, pharmacy) to another.

UNIT: One one-way trip.

Transportation services shall be provided to persons who are age 60+ and reside within PSA 12.

1. **CONTRACTOR** shall make services available to all persons age 60+ under this Agreement with the following exceptions:
 - a. Persons requesting services that extends beyond the scope of the program;

- b. Persons requesting services who reside outside the program's established geographic service boundaries; and
 - c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.
- 2. **CONTRACTOR** shall insure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.
 - 3. **CONTRACTOR** shall provide Transportation services as described in the program proposal for Transportation services for FY 2024-2025.
 - 4. **CONTRACTOR** shall provide a total of XXXX units of Transportation service to a total of XXX unduplicated persons eligible for service under the Title IIIB award.
 - 5. **CONTRACTOR** shall perform the service of transportation in the County of Calaveras and have the ability to provide occasional transportation for medical appointments to the bordering counties, if the documented need arises.
 - 6. **CONTRACTOR** shall develop out-of-county medical trip procedures when providing the service. Contractor shall include the following:
 - a. "Out of county" trips shall be limited to medical appointments not met by the in-county medical community.
 - b. Provide individual documentation of the need for out of county medical transportation. Documentation must prove that all available options have been exhausted and must include detailed information on intake sheet to determine use of transportation funds.
 - c. Provision to ensure "out of county" trips shall not take precedence over "in-county" transportation.
 - 7. **CONTRACTOR** shall be reimbursed at a per trip/unit rate.
 - 8. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for IIIB Transportation program.
 - 9. **CONTRACTOR** shall provide transportation services to Calaveras County residents.
 - 10. All services shall be provided by June 30, 2025.

RFP

Contract

Exhibit B

ARTICLE I. FUNDS

A. Expenditure of Funds

1. Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman volunteer recruitment activities in the Budget Act shall be used by Contractor to maintain or expand the activities of the Long-Term Ombudsman Program.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources (CalHR) rules and regulations.

In-State:

- Mileage/per diem (meals and incidentals)/Lodging:
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out-of-State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting Contractor from paying from funds other than those provided by A12AA any differences in costs between the Department of Personnel Administration rates and any rates 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 A12AA and the California Department of Aging (CDA). [SCM 3.17.2.A(4)]

4. A12AA reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by the A12AA 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 of Funds

1. 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 Contractor, and shall be maintained in accordance with generally accepted accounting principles and procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200; 45 CFR 75]
2. Financial Management Systems

Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR 75.302 as well as those stipulated in 2 CFR §200.302.

Financial Management:

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

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, Contractor shall return to A12AA immediately upon written demand any funds provided under this Agreement which are not payable for goods and services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of funds 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 A12AA and the California Department of Aging (CDA) by the United States Government for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the CDA, the State of California or by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State and A12AA Liability

Payment for performance by Contractor shall be dependent upon the availability of future appropriations by the State of California or by 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 or A12AA for any payment may arise under this Agreement until funds are made available, the itemized budget is received and approved by A12AA, and Contractor has received an executed Agreement.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the State of California, or by Congress for the purposes of this program, A12AA shall have the option to either:
 - Terminate this Agreement pursuant to Exhibit D, Article XII, A of this Agreement; or
 - Offer an amendment to this Agreement to reflect the reduced funding for this contract.
- b. In the event that A12AA elects to offer an amendment, it shall be mutually understood by both parties that (1) A12AA reserves the right to determine which agreements, if any, under this program, shall be reduced, and (2) some contracts may be reduced by a greater amount than others, and (3) that A12AA shall determine in its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest earned on advances of federal funds up to \$500 per year for local government agencies or \$250 for non-profit organizations to be used for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to A12AA. [2 CFR 200.305(b)(9); [45 CFR 75.305 (b)(9)]
2. If, as a result of advanced funds, Contractor earns interest on funds awarded by the A12AA, the interest shall be identified as non-match cash. [2 CFR 200.305 (b)(8)];45 CFR 75.305 (b)(8)]
3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If 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 annually, to A12AA. [45 CFR 75.305(b)(8)].

ARTICLE II. BUDGET AND BUDGET REVISION

- A. Contractor shall be compensated for expenses only as itemized in the approved Contractor budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until Contractor's budget(s) are reviewed, approved and executed by A12AA. The approved budget(s) are hereby incorporated by reference into this Agreement as a part of this Exhibit B.
- B. Contractor shall submit electronically the original Contractor Budget(s) with its Proposal, the Contract Renewal Proposals and this Agreement.

- C. Contractor budget(s) must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Contractor budget(s) shall include, at a minimum, the following items when reimbursable under this Agreement:
1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each funding source.
 2. Fringe Benefits – specified for each funding source.
 3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each funding source.
 4. Staff Training – attendance cost for necessary training, specified for each funding source.
 5. Property/Equipment – detailed descriptions and unit costs, specified for each funding source.
 6. Supplies – to include items below the \$5,000 equipment threshold, specified for each funding source.
 7. Vendor/Consultant Agreements – specified for each funding source.
 8. Food – used in delivering Congregate and Home-Delivered Meals.
 9. Other – Facilities and other ordinary and necessary costs specified for each funding source.
 10. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval.
 11. Subrecipient Contractor Services – summary costs for subcontracted programs specified for each funding source.
 12. Indirect Costs
- D. Contractor shall submit any budget revisions electronically by the deadline set by A12AA.
- E. The final date to submit budget revisions is April 15, 2023 unless otherwise specified by A12AA. Budget revisions must be submitted electronically.
- F. Budget Service Category Transfers
1. Contractor may transfer funds between budget service categories under the following terms and conditions:

- a. Contractor must submit a revised budget to A12AA for any transfer of funds for each funding source - Title III-B, C-1, C-2, and Title VII (A) and (B).
 - b. 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 upon request and shall be maintained in the same manner as all other financial records.
2. Approved transfers and 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 term of this Agreement.

G. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is not to exceed ten percent (10%) of Contractor's Modified Total Direct costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all federal awarding agencies. [CFR 200.414(c)(1),(f);] [45 CFR 75.414(c)(1)(f)].
2. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III programs only. Contractors must receive prior approval from A12AA prior to budgeting the excess indirect costs as in-kind.
3. Contractor requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

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

B. One Time Only ("OTO") Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a Contractor that has a valid agreement with A12AA. All agreements 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 OTO funds shall be used for the following purposes:
 - a. The purchase of equipment which enhances the delivery of services to the eligible service population must be an allowable cost of the program.
 - b. Home and community-based projects that are approved in advance by A12AA and CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by A12AA and CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

- d. OTO funds can be used to maintain or increase baseline services. However, A12AA 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 require advance approval by A12AA. Expenditures for baseline services do not require advance CDA approval.

- 4. Nutrition Services Incentive Program (NSIP) OTO funds shall be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

'Matching Contributions' means local cash and/or in-kind contributions made by Contractor or other local resources that qualify as match for agreement 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 Contractor.
- 3. Matching contributions must only be used for allowable costs in accordance with the Office of Management Budget (OMB) cost principles.
- 4. In-kind contributions shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement. Any questions regarding in-kind or other unusual contributions must be directed to A12AA Executive Director.

D. Area Plan Administration

Area Plan Administration is comprised of federal funds from Titles IIIB, IIIC-1, IIIC-2 and IIIE.

E. Equipment

Equipment/Property with per unit cost over \$5000 or any computing devices, regardless of cost requires justification from the Contractor and approval from A12AA and CDA and must be included in its approved Provider Budget.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. For Titles III-B, III-C, VII-A Ombudsman Supplement, and VII-B Elder Abuse Prevention, Contractor shall prepare and submit electronically to A12AA by the 15th of each month a detailed expenditure report and a request for funds, unless otherwise specified by A12AA.

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

Contractor shall submit a monthly expenditure report and a request for funds by the 15th of each month unless otherwise specified by A12AA.

- C. A12AA shall review requests for payment to ensure compliance with the approved Contractor budget(s).
- D. Upon execution of this Agreement, A12AA will make monthly payments of NSIP funding to Contractor.
- E. A12AA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Contractor, until such time as A12AA determines that financial management standards are met.
- F. Matching Requirements
1. Program matching contributions for Titles III-B, not including Ombudsman, and III-C is 15.3 percent.
 2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
 3. Program matching contributions for Titles III-B, not including Ombudsman, and III-C can be pooled to meet the minimum requirement of 15.3 percent.
 4. Matching contributions generated in excess of the minimum amount required, are considered overmatch.
 5. Of the total minimum matching contributions required for Titles III-B, not including Ombudsman, and III-C, at least 25% must be from local public agencies (i.e., city and county governments, school districts, special districts, and water districts).

ARTICLE V. CLOSEOUT

- A. The Financial Closeout Report and the Report of Property Furnished/Purchased with Agreement Funds shall be submitted annually to A12AA, within fifteen (15) calendar days following the end of the fiscal year, or within fifteen (15) days following termination prior to the end of the term, unless otherwise specified by the A12AA.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.
- C. Final expenditures must be reported to A12AA in accordance with the approved program budget(s).

ARTICLE VI. RENEWAL

If funding for services provided by this Agreement is appropriated in the A12AA proposed Fiscal Year 2023-2024 budget, and such funds are received from CDA, this Agreement may extend on a month-to-month basis after June 30, 2024, until such time as a new agreement may be executed between the parties before September 30, 2024, or this Agreement is terminated pursuant to Exhibit C, Article VI and Exhibit D, Article XII, hereof, whichever comes first.

RFP

Contract

Exhibit C

GENERAL TERMS & CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. [Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896]
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless A12AA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

6. DISPUTES: Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

7. TERMINATION FOR CAUSE: A12AA may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination A12AA may proceed with the work in any manner deemed proper by A12AA. All costs to A12AA shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of Contractor, shall act in an independent capacity and not as officers or employees or agents of A12AA in the performance of this Agreement.
9. RECYCLING CERTIFICATION: Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to A12AA regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. [Pub. Contract Code §12205].
10. NON-DISCRIMINATION CLAUSE: Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45

Code of Federal Regulations (CFR) Part 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42] by ensuring that employment practices and the administration of public assistance and social services program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, color, disability, medical condition, national origin race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC-307 (Attachment A) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. Government Code Section 4550 contains the following definitions:
 - 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase.

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

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

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

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

a). Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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

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

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

RFP

Contract

Exhibit D

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. GENERAL DEFINITIONS

1. The term "Agreement" or "Contract" shall mean the Standard Agreement, Exhibits A, B, C, D, E, F, and G, and an approved Budget Display, and if applicable, a Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. "State," "Department," and "CDA" mean the State of California and the California Department of Aging interchangeably.
3. "A12AA" "Area 12 Agency on Aging", means the Area 12 Agency on Aging interchangeably.
4. "Contractor" means the entity that receives funds from A12AA to provide direct services identified in this Agreement. Contractor is accountable to A12AA for use of these funds and is responsible for executing the provisions for services provided under 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.
"Welf. & Inst. Code" means Welfare and Institutions Code.
"USC" means United States Code.
"Cal. Civ. Code" means California Civil Code.
"Cal. Pub. Con. Code" means the California Public Contract Code.
"PM" means Program Memo which is issued by CDA.
"Cal. Gov. Code" means California Government Code.
"HHS" means United States Department of Health & Human Services.
"HSC" means California Health & Safety Code.
"OAA" means Older Americans Act.
"OMB" means Office of Management & Budget.
7. "Vendor" means an entity providing goods or services for Contractor during Contractor's performance of this Agreement. "Vendor" means the legal entity that receives funds from Contractor to provide specific services. Vendors shall provide specific services described in Exhibit #1 of the Vendor Agreement, titled "Description of Services" and fulfill the responsibilities of the vendor found in the Vendor Agreement under the "Scope of Work".
8. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a

final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)

9. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)
10. "Questioned costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and condition of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.1 and 45 CFR 75.2)
11. "Recoverable cost" means the state and federal share of the questioned cost identified from an audit. (2 CFR 200.1 and 45 CFR 75.2)

B. Resolution of Language Conflicts

Conflicts in language shall be resolved in the following order of priority:

1. The Grant terms and conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Title 22 CCR §7000 et. seq.;
5. Standard Agreement, all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference, including the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html>
7. Program memos and other guidance issued by A12AA and CDA.

ARTICLE II. ASSURANCES

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

Contractor agrees to administer this Agreement and require any vendors to administer their contracts in accordance with this Agreement, and with all applicable A12AA, 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.

Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Nondiscrimination

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 (Title VI of the Civil Rights Act of 1964.)

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

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

3. Americans with Disabilities Act

Contractor assures the State and A12AA that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC Sections 12101 et seq.]

4. California Civil Rights Laws

Contractor shall ensure compliance with the requirements of Cal. Public Contract Code §2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available by contacting the A12AA office.

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

C. Standards of Work

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

D. Professional Standards of Conduct

Contractor is responsible for ensuring the public trust by avoiding any situation that creates a real or perceived misrepresentation. Generally, misrepresentation occurs when a personal interest may intertwine with a professional interest. This may specifically occur when an employee or volunteer enters the online world.

A12AA encourages Contractor, in the performance of the services agreed to be performed, to adhere to professional standards of conduct. As the internet and electronic communications play an ever increasing role in our work and personal lives, Contractor must always be mindful of its responsibilities as a provider of direct public services. If an employee uses social media and includes his or her affiliation or title or comments on matters related to their organization or A12AA, the line between public and private, personal and professional can be blurred.

Assume everything you, your staff or volunteers write online becomes public. Information from your Facebook page, blog entries, tweets and other social media outlets, can be easily circulated beyond your intended audience. This content, therefore represents you and your organization to the general public. As a result, when using social media, staff/volunteers should use caution and exhibit sound judgment.

Before using social media or information shared online to communicate about matters affecting Contractor or A12AA, A12AA encourages Contractor to review the information. Be sure the information is ethical, does not represent political activity, does not discriminate or harass, does not disclose non-public information, does not make false or misleading statements, and does not make disparaging comments about other likeminded organizations.

These same standards of conduct should be demonstrated while staff or volunteers are representing Contractor in a public venue.

E. Conflict of Interest

1. Contractor shall prevent its employees or consultants from using their positions for purposes including, but not limited to, the selection of vendors 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 or A12AA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State or A12AA and such conflict may constitute grounds for termination of this Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom 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. 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, A12AA shall have the right to terminate this Agreement without liability or at its discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

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

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

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following acts and shall include such provisions in any applicable agreements with vendors:
 - 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 3701 et seq.) (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. 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 A12AA and CDA.

3. When funding is provided for construction and non-construction activities, Contractor must obtain prior written approval from A12AA 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, Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended [42 USC 7401]
2. Federal Water Pollution Control Act, as amended [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR, Part 29 and Executive Order 11738]
4. Cal. Pub. Contract Code Section 10295.3.
5. Pub. Contract Code Section 2010.

J. Debarment, Suspension, and Other Responsibility Matters

1. Contractor certifies to the best of its knowledge and belief that it and its vendors [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 it for: (i) 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; (ii) violation of Federal or State antitrust statutes; (iii) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Contractor shall report immediately to A12AA in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's vendors.
3. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by A12AA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of its vendor(s).

K. Agreement Authorization

1. If a public entity, Contractor shall submit to A12AA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private non-profit entity, Contractor shall submit to A12AA 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 Contractor 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 Contractor authorizing the Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. Contractor shall maintain adequate staff to meet Contractor's obligations under this Agreement.
2. This staff shall be available to A12AA for training and meetings, which A12AA may find necessary from time to time.

M. Corporate Status

1. Contractor shall be a public entity, private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of Agreement.
2. Contractor shall ensure that any vendors providing services under this Agreement shall be of sound financial status. Any contracting private entity,

corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout this 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 until satisfactory status is restored.

N. Lobbying Certification

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of 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 Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all vendors (including grants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all vendors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into.
5. This certification is a prerequisite for making or entering into this Agreement 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.

- O. Contractor or vendor shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. EXECUTED AGREEMENT

A copy of this Agreement shall be filed and available for inspection at A12AA, 19074 Standard Rd., Suite A, Sonora, California 95370.

ARTICLE IV. COMMENCEMENT OF WORK

Contractor shall not begin work in advance of approval of the Agreement by A12AA. If this Agreement is not approved and Contractor has begun work, Contractor may be considered to be a volunteer or the Contractor may have to pursue a claim for payment by filing with the Victim Compensation and Government Claims Board. A12AA has no legal obligation unless and until this Agreement is approved.

ARTICLE V. VENDOR AGREEMENTS

- A. Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any 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 manners of a contractual nature. Decision of A12AA is final and the vendor has no right of appeal to the California Department of Aging.
- B. In the event any vendor is utilized by Contractor for any portion of this Agreement, Contractor shall retain the prime responsibility for all the terms and conditions set forth in the Agreement including but not limited to, the responsibility for preserving A12AA's and 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 vendors in accordance with Article VI. of this exhibit.
- C. Funds for this Agreement shall not be obligated in 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 A12AA has agreed in writing to permit the specific expenditure for a specified period of time.
- D. Contractor shall have no authority to contract for or on behalf of A12AA, or incur obligations on behalf of A12AA.
- E. Copies of vendor agreements, memorandums and/or letters of understanding shall be on file with Contractor and shall be forwarded to A12AA with each proposal and budget.
- F. Contractor shall monitor the insurance requirements of its vendors in accordance with Article XI of this exhibit.
- G. Contractor shall require language in all vendor agreements to indemnify, defend, and save harmless A12AA, its officers, agents, and employees from any and all claims and

losses accruing to or resulting from any 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 vendor in the performance of this Agreement.

- H. Contractor shall complete all reporting and expenditure documents requested by A12AA. These reporting and expenditure documents shall be sent to A12AA in a timely manner and at intervals as determined by A12AA.
 - 1. Monthly program reports are due electronically on the 5th working day of each month.
 - 2. Monthly fiscal reports are due electronically on the 15th of each month.
 - 3. The last budget revision is due to A12AA no later than April 15th of each fiscal year.
 - 4. Closeout reports are due to A12AA no later than July 15th of each fiscal year.
- I. Contractor shall maintain adequate staff to meet the requirements of this Agreement. This staff shall be available to A12AA for training and meetings, which A12AA and CDA may find necessary from time to time.
- J. If a private nonprofit corporation, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

ARTICLE VI. RECORDS

- A. 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 resolution performed for all vendors with supporting documentation, letters of agreement, insurance documentation in accordance with Article X of this exhibit. This includes memorandums and/or letters of understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to A12AA and CDA and shall make all records pertaining to this Agreement available for inspection and audit by A12AA and CDA or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by Contractor:

1. Until an audit of the July 1, 2023 through June 30, 2024 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA;

2. For such longer period, if any, as is required by any applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article; and 3. For such longer period as A12AA deems necessary.

- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Sections A and C of this Article. Contractor shall ensure that any resource directories and all client records remain the property of A12AA upon termination of this Agreement, and are returned to A12AA or transferred to another contractor as instructed by A12AA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of A12AA and CDA and so stated in writing to Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by A12AA under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, and cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302, and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by A12AA and/or CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.
- G. Public Records Act

Contractor is aware that this Agreement and any documents provided to A12AA may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that A12AA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in the performance 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.
- B. Property, acquired under this agreement which meets any of the following criteria is subject to capitalization requirements. Such property must:
1. Has a normal useful life of at least 1 year;
 2. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit);
 3. All computing devices, regardless of cost (including but not limited to, laptops, flash drives, workstations, servers, personal digital assistants, notebook computers, tablets, smartphones, i-pads and cellphones);
 4. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives); and
 5. Be used to conduct business under this Agreement.
- C. Noncapitalized property is those items which do not meet all three requirements in Section B above.
- D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must 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.
- E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- F. Contractor shall request approval from A12AA following the A12AA's Inventory Instructions, Provider Responsibilities, when purchasing items with a per unit cost of \$5000 or more, or computing devices with digital memory and storage capacity, regardless of the purchase price. The unit cost requires justification and approval from A12AA and must be included in the approved Provider Budget.
- G. Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, Item B, whether capitalized or not. Contractor shall maintain and submit to A12AA, annually with the Closeout, a current inventory of property furnished or purchased by either the Contractor or by A12AA for Contractor with funds awarded under this Agreement or any predecessor agreement for the same purpose. Contractor shall use the A12AA Provider Inventory Worksheet with authorized signature to report property to A12AA, unless further restricted by Exhibit E, where applicable.
- H. Disposal of Property
 - 1. Prior to disposal of any property purchased by Contractor with funds awarded under this Agreement or any predecessor agreement, Contractor must obtain approval from A12AA for all items with a unit cost of \$5000 or more regardless of the acquisition value OR computing devices with digital memory and storage capacity. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from A12AA. Contractor shall follow A12AA's Inventory Instructions, Provider Responsibilities, and use the Inventory Transfer/Disposal Form provided by A12AA staff to dispose of property. Property is not to be disposed of until approved by A12AA. (A12AA submits both the CDA 248 and STD 152 and must receive approval from CDA before disposing of property.) Contractor will be liable to repayment of purchase price of equipment if they dispose of the equipment without prior approval from A12AA and CDA.
 - 2. Contractor must remove all Personal, Sensitive, or Confidential Information (PSCI), from A12AA property prior to disposal including removal or destruction of data on computing devices with digital memory and storage capacity. Since these media may require special disposition in order to mitigate the risk of unauthorized disclosure and ensure confidentiality of information, Contractor must follow the instructions outlined on Certification for Computing Media Sanitation, a document provided by A12AA and CDA. Information systems capture, process, store, and transmit information using a wide variety of media such as, but not limited to, magnetic tapes, flash drives, personal computers, workstations, PDAs (personal digital assistants), iPads, and laptops.
- I. Any loss, damage, or theft of equipment shall be investigated and fully documented and Contractor shall promptly notify A12AA and shall provide copies of investigative

documentation and police reports as requested by A12AA. A12AA will notify CDA.
[CFR 215.34]

- J. A12AA reserves title to all A12AA and CDA purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by Federal law or regulation or as otherwise agreed by the parties.
- K. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until Contractor has complied with all written instructions from A12AA regarding the final disposition of the property.
- L. In the event of Contractor's dissolution or upon termination of this Agreement, Contractor shall provide a final property inventory to A12AA. A12AA reserves the right to require Contractor to transfer such property to another entity or to A12AA.
- M. To exercise the above right, no later than 120 days after termination of this Agreement or notification of Contractor's dissolution, A12AA will issue specific written disposition instructions to Contractor.
- N. Contractor shall use the property for the purpose for which it was intended under Agreement. When no longer needed for that use, Contractor with written approval of A12AA may use the property for other purposes in this order:
 - 1. Another A12AA program providing the same or similar service; or
 - 2. State or Federally-funded program.
- O. Contractor may share use of the property and equipment or allow use by other programs upon written approval of A12AA. As a condition of the approval, A12AA may require reimbursement under this Agreement for its use.
- P. Contractor shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately owned business entity.
- Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

ARTICLE VIII. ACCESS

Contractor shall provide access to A12AA, the Bureau of State Audits, the Controller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized A12AA and State representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures and procurement audits, inspections of project premises, when applicable, inspection of food preparation sites, and interview of project staff and participants. (45 CFR 92.36(i))
- B. Contractor shall cooperate with A12AA and the State in the monitoring and evaluation processes, which include making any administrative and fiscal staff available during any scheduled process.
- C. Contractor shall monitor contracts and vendor agreements to ensure compliance with laws, regulations, and provisions of contracts or grant agreements that may have a direct or material effect on each of its A12AA funded and CDA funded programs.
- D. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, 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 A12AA or CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. General
 - 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, A12AA Staff and any entity selected by A12AA to perform inspections, shall have the right to monitor and audit Contractor providing services under this Agreement through on-site inspections, audits and other applicable means the A12AA determines necessary. In the event that A12AA is informed of an audit by an outside federal or State government entity affecting the Contractor, A12AA will provide timely notice to Contractor.
 - 2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the A12AA or any of their duly authorized representatives, including representatives of the entity selected by A12AA to perform inspections, for examination, copying, or

mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the A12AA or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. A12AA Fiscal and Compliance Audits

1. The A12AA Fiscal department shall enlist outside entities to perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The A12AA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals (2 CFR 200.439 and 45 CFR 75.439)

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

1. Contractor Single Audit Reporting Requirements
 - a. Contractors that expend \$750,000 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 104-156; and 2 CFR Part 200.501 to 200.521; and 45 CFR 75.501 to 75.521. A copy of the audit shall be submitted to A12AA: Area 12 Agency on Aging, 19074 Standard Rd., Ste. A, Sonora, CA 95370.
 - b. The copy shall be submitted within 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

- c. 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.
 - d. For State contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
- 2. Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit and general ledgers. The reconciliation shall be maintained and made available to A12AA review.
 - 3. Contractor shall have the responsibility for resolving its contracts with its vendors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of this Agreement.
 - 4. The Contractor shall ensure that single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements.
 - 5. Contract resolution includes:
 - a. Ensuring that contractors expending \$750,000 or more in federal awards during the contractor's fiscal year has met the audit requirements of the 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six months after receipt of Contractor's single audit report and ensuring that Contractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to A12AA to the amounts identified in the single audit or other alternate procedures if Contractor was not subject to the single audit requirements. For a contractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to A12AA must be accomplished through the performance of alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, or documented expense verification reviews/fiscal monitoring assessments).
 - 6. When alternative procedures are used, Contractor shall perform financial management system testing which provides, in part, the following:
 - a. Accurate, current and complete disclosure of the financial results of each federal award or program.

- b. Records, supported by source documentation, that adequately identify the source and application of funds.
 - c. Effective control over and accountability for all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305 and 45 CFR 75.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles. [2 CFR 200.302 and 45 CFR 75.302]
7. Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
8. Determining whether the results of the reconciliations performed necessitate adjustment of Contractor's own records.
9. The Contractor shall ensure that the requirements of the 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements are met is generally interpreted to mean that Contractor will ensure that the audit was:
- a. 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 comes first. [2 CFR 200.512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and 45 CFR 75.509, 45 CFR 92.36(i)]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to the program as identified in 2 CFR 200 and 45 CFR Part 75, Subparts F - Audit Requirements.

10. Requirements identified in D and E of this Article shall be included in Contractor's contracts/agreements. Further, Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable requirements/standards, A12AA and the CDA shall have access to all audit reports and supporting work papers, and A12AA and the CDA has the option to perform additional work, as needed.
 11. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
- D. Contractor shall cooperate with and participate in any further audits which may be required by A12AA or CDA.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, Contractor shall provide for the term of this Agreement, the following insurance:
1. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
 2. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.
 3. Automobile Liability for Charter-Party Carriers: If applicable, contractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-G

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

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

unless otherwise amended by future regulation.

4. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees or vendors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim.
 5. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized vendor to obtain such insurance for its employees).
- B. The insurance shall be obtained from an insurance company acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the A12AA and the California Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the A12AA or ten (10) days written notice if the reason for cancellation is for non-payment of any insurance premium.
 2. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging ."
 3. The Area 12 Agency on Aging shall be named the certificate holder and the A12AA 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, Contractor agrees to provide A12AA, 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 term of this Agreement or for a

period not less than one (1) year. In the event Contractor fails to keep in effect at all times said insurance coverage, A12AA may, in addition to any other remedies it may have, terminate this Agreement.

- E. Contractor shall require its vendors under this Agreement, other than units of local government which are 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, Contractor shall require all of its vendors to hold Contractor harmless. The vendor's Certificate of Insurance for general and auto liability shall also name Contractor, not A12AA, as the certificate holder and additional insured. Contractor shall maintain certificates of insurance for all its vendors and forward copies to A12AA if requested.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement number and specific programs, or letter of self-insurance, shall be submitted to A12AA with this Agreement.
- G. 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.

A copy of all volunteer and employee drivers' insurance coverage and licenses shall be reviewed at the yearly monitoring by A12AA a minimum of once a year or whenever an update and/or change is required.

ARTICLE XII. TERMINATION

A. Termination Without Cause

A12AA may terminate this Agreement without cause in whole or in part, if A12AA determines that a termination is in A12AA's best interest, upon 90 days written notice to 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 this Agreement 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 parties agree that if a portion of this Agreement is terminated, the remainder of this Agreement shall be deemed to remain in effect and is not void. Upon termination of this Agreement, or any part thereof, Contractor shall submit to A12AA for submission to CDA Transition Plan as specified in Exhibit E.

B. Termination for Cause

A12AA may terminate for cause the performance of work under this Agreement upon 30 days written notice to 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 a threat to life or the health or safety of the public and in that case the

termination shall take effect immediately. The grounds for termination for cause shall include but not limited to, the following:

1. A threat to life, health, or to the safety of the public. (Termination of this 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 Contractor is in an unsatisfactory financial condition as determined by an audit by A12AA and/or Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. A finding of debarment or suspension pursuant to Article II, Section K.
11. Contractor's organizational structure has materially changed.
12. A12AA determines that Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 (local government) 45 CFR 74.14 (non-profit organizations). If such a determination is made, Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice

After receipt of a Notice of Termination, and except as directed by A12AA, 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 vendor agreements for materials, or services, except as necessary to complete the continued portion of this Agreement.
3. Terminate all agreements to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of vendor agreements (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, or to the health or safety of the public. The effective date for termination to cause or for funding reductions is 30 days and the effective date for termination without cause is 90 days subsequent to written notice to Contractor. The notice shall describe the action being taken by A12AA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Voluntary Termination of Agreement

Pursuant to Title 22, Section 7210, Contractor may voluntarily terminate this Agreement prior to its expiration either by mutual agreement with A12AA or upon 30 days written notice to A12AA.

In case of voluntary termination, Contractor shall allow A12AA up to 180 days to transition services. Contractor shall submit a Transition Plan in accordance with Exhibit E.

- F. In the event of a termination, A12AA will present written notice to 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

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 A12AA as a result of breach of this Agreement by Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

Contractor shall notify A12AA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. A12AA reserves the right to revise, waive, or modify this Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the State of California.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, or overnight mail, postage prepaid, return receipt requested, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to A12AA for Contractor's change of legal name, main address, or name of Director shall be addressed to the Executive Director of A12AA one Contractor's letterhead and be submitted within three (3) business days of said action.
- C. All other notices with the exception of those identified in Section B of this Article, shall be addressed to A12AA, 19074 Standard Rd., Suite A, Sonoma, CA 95370. Notices mailed to 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 A12AA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by A12AA to Contractor upon full execution of this Agreement.
- B. Contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an ACR form to A12AA with this signed Agreement. The ACR's address, phone number, e-mail address, and FAX number shall be included on the form. For any change in this information, Contractor shall submit an amended ACR form. This form may be requested from A12AA.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

Contractor and any of its vendor(s), shall have in place operational policies, procedures, and practices to protect A12AA and State information assets, including those assets used to store or access Personal Health Information (PHI), Personal

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

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

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI), servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases including:
 - Information collected and/or accessed in the administration of A12AA programs and services.
 - Information stored in any media form, paper or electronic.

B. Encryption of Computing Devices

A12AA and Contractors, and any of its vendor(s) that collect data, are required to use 128-Bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and back up media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives and backup media).

C. Disclosure

1. Contractor, and any of its vendors, shall ensure that all PSCI 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. Contractor, and any of its vendors, shall protect from unauthorized disclosure, confidential, PSCI such as names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying Information" shall include, but not be limited to, name, identifying number, social security number, state driver's license, or state identification number, financial account numbers, symbol or other identifying

characteristic assigned to the individual, such as finger or voice print or photograph.

4. Contractor, and any of its vendors shall not use PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement. Contractor is authorized to disclose and access identifying information for this purpose as required by Older Americans Act (OAA).
5. Contractor, and any of its vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any PSCI obtained under the terms of this Agreement to anyone other than A12AA and/or CDA without prior authorization from A12AA. Contractor may be authorized, in writing, by a participant to disclose PSCI specific to the authorizing participant.
6. Contractor, and any of its vendors, may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. Contractor's employees, vendors and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of this Agreement, or within thirty (30) days of the start date of any new employee, vendor or volunteer's employment and annually thereafter.
2. Contractor must maintain certificates of completion on file and provide them to A12AA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirements of the HIPAA and ensure that any of its vendors comply with the privacy and security requirements of HIPAA.

F. Contractor Information Integrity & Security Statement

Contractor shall sign and return an Information Integrity & Security form with this Agreement. This is to ensure that Contractor and any of its vendors are aware of, and agree to comply with, their obligations to protect A12AA and CDA information assets including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when A12AA and/or CDA information assets are or are reasonably believed to have been accessed, modified, destroyed, disclosed without

proper authorization, lost or stolen. Contractor and any of its vendors must comply with CDA's security incident reporting procedure located at <http://aging.ca.gov/Information Security and Privacy>. All security incidents must be reported to A12AA Executive Director or Assistant Director immediately upon detection. A Security Incident Report form (CDA 1025 attached with Exhibit D), must be submitted to the A12AA Executive Director or Assistant Director within five (5) business days of date of the incident was detected.

H. Security Breach Notifications

Notice must be given by Contractor, and/or any of its vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, State, and A12AA policy.

I. Software Maintenance

Contractor and any of its vendors shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which A12AA and State data may be stored or accessed.

J. Electronic Backups

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

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts between Contractor and its vendors.

XIX. COPYRIGHTS AND RIGHTS TO DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, A12AA reserves the right to copyright such material and Contractor agrees not to copyright such material, except as set forth in Section B of this article.
2. Contractor may request permission to copyright material by writing to the Executive Director of A12AA. The Executive Director will contact the CDA's Director for permission to copyright and shall consent to or give the reason for denial to Contractor in writing within ninety (90) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA and A12AA, the State and federal awarding departments reserve 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. At any time during the term of this Agreement Contractor shall deliver to A12AA upon request, any materials, systems or other items developed, refined, or enhanced using funds from this Agreement.

4. On all publications funded solely or in part by this Agreement, Contractor shall include the following acknowledgement: "This publication has been created or produced by the Area 12 Agency on Aging with financial assistance, in whole or in part, through funds from the Administration for Community Living." Contractors undertaking projects under government sponsorship are encouraged to express their findings and conclusions. These contents do not necessarily represent the policy of the U. S. Department of Health & Human Services or A12AA and Contractor should not assume endorsement by the federal or State government.
5. Contractor certifies that it has appropriate systems and controls in place to ensure that A12AA funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. Contractor shall not publish or transfer any materials, as defined in subsection 2 below, produced or resulting from activities supported by this Agreement without the express written consent of A12AA. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within sixty (60) days after the written request is received by A12AA. A12AA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to the provisions of Article XVIII and Article XIX of this Exhibit, A12AA may use, duplicate, or disclose in any manner, and have or permit

others to do so subject to State and Federal law all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

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

The group needs assessment shall consider the following four (4) factors:

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

This group needs assessment will serve as the basis for Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140; 2 CCR 11200 et seq.; and 22 CCR 98300 et seq.

2. Contractor shall prepare and make available a report of the findings of the group needs assessment that summarizes:
 - e. Methodologies used.
 - f. The linguistic and cultural needs of non-English speaking or LEP groups.
 - g. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
 - h. Local or frequently used resources available to Contractor.
3. Contractor shall maintain a record of the group needs assessment on file at Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. Contractor shall take reasonable steps, based on the group needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [2 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - i. Interpreters or bilingual providers and provider staff.
 - j. Contracts with interpreters.
 - k. MOU with community individuals or organizations that provide interpreter services.
 - l. Use of telephone interpreter lines.
 - m. Sharing of language assistance materials and services with other providers.
 - n. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - o. Referral to culturally and linguistically appropriate community service programs.
3. Based on the findings of the group needs assessment, Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [2 CCR 11162]
4. Contractor shall self-certify compliance with the requirements of this section and shall maintain the self-certification record on file at Contractor's office at all times during the term of this Agreement. [22 CCR 98324]
5. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by Contractor. [22 CCR 98324]

C. Compliance Monitoring

1. Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. Contractor and A12AA shall monitor, evaluate and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding A12AA procedures for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. Contractor shall notify A12AA immediately of a complaint alleging discrimination based on a violation of State or Federal law. [2 CCR 11162; 22 CCR 98310, 98340]

RFP

Contract

Exhibit E

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If 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, Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR 75.327 procurement for State and local governments, as applicable.
3. Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. 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 the Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

7. Any agency awarded Title III funds for senior center acquisition or construction has a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. Area 12 Agency on Aging (A12AA) funds will be made available only for the support of activities specified in an approved current Area Plan and current Contractor budget and contract that is in compliance with State and Federal laws and regulations.
9. 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 A12AA or its contractors.
10. Funds made available under this Agreement shall supplement, and not supplant, any federal, State or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
11. 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. Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041	Special Programs for the Aging-Title VIIA, Chapter 3 Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VIIA, Chapter 3)
93.042	Special Programs for the Aging-Title IIIB/VIIA, Chapter 2- Long Term Care Ombudsman Services for Older Individuals (Title IIIB/VIIA, Chapter 2)
93.043	Special Programs for the Aging-Title III, Part D -- Disease Prevention and Health Promotion Services (Title IIID)
93.044	Special Programs for the Aging-Title III, Part B -- Grants for Supportive Services and Senior Centers (Title IIIB)
93.045	Special Programs for the Aging-Title III, Part C -- Nutrition Services (Title IIIC)
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, student financial aid, and other clusters. "Other Clusters" are as defined

by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of 'cluster of programs'. When designating an "other cluster," a State shall identify the Federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A 'cluster of programs' shall be considered as one program for determining major programs, as described in 45 CFR 75.500, et. seq., whether a program-specific audit may be elected. [Federal Office of Management and Budget, [45 CFR 75, Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F.1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

Contractor shall provide separate categories for Congregate Meals, Home Delivered Meals, NSIP Congregate, NSIP Home Delivered and each IIIB Program following the contracted services.

12. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements. [OAA § 315(b)]:
 - a. The Contractor for any Title III or Title VII services shall not use means tests.
 - b. Any Title III or Title VIIA 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 VIIA services shall be non-coercive. All voluntary contribution language must be approved by A12AA Executive Director before distributing to consumers.
 - 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.
 - (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act. [OAA § 315(b)(4)(E)]

13. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by A12AA.
14. Voluntary contribution letters may not resemble a bill or a statement [OAA §315(b)].
15. All voluntary contribution language must be submitted in writing and approved by the A12AA Executive Director before distribution to consumers.
16. Individual client donations shall not be tracked by accounts receivable. [OAA §315(b)(4)(C)]
17. Contractor shall comply with the OAA § 306(a)(17), which requires it to include in its Administration information, 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. 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 type of clients served by Contractor and how OES will address their needs in the community.
19. The Contractor shall furnish annually or whenever a change occurs, the name of its Disaster Coordinator to the A12AA Disaster Coordinator.
20. The Contractor shall assure that its staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, CCR §7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities.
21. Proof of age, citizenship or disability shall not be required as a condition of receiving services.

22. Contractor shall develop a policy and procedure to ensure that Title IIIC-1 and Title IIIC-2 meals are received only by eligible individuals.
23. Contractors of Title IIIC programs shall annually assess all Title C-1 and C-2 clients' nutrition risk using a valid nutrition screening tool. [OAA §339(2)(J)] [OAA §207(a)(3)][CCR 7636.1(b)(7)}.
24. Materials published or transferred by Contractor and financed with funds under this Agreement shall: (a) state "the materials or product were a result of a project funded by a contract with the "Area 12 Agency on 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 Area 12 Agency on Aging or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE II. REPORTING PROVISIONS

- A. Contractor shall submit program performance reports for Title IIIB, Title III C-1, Title III C-2, and Title VIIB Elder Abuse Prevention Programs, in accordance with A12AA and California Department of Aging (CDA) requirements [W&I Code 9102 (a)(5)], to the A12AA Data Team.
- B. Contractor shall assure that all subcontractors submit complete and accurate data.
- C. Contractor shall have written procedures in a desk manual to assure that all performance data submitted is timely, complete, accurate and verifiable using the A12AA approved reporting procedures.
 1. Details regarding the collection and reporting of program data,
 2. Details regarding ensuring accuracy of data from intake/assessment process through reporting to A12AA,
 3. Details regarding verification of data prior to submission to A12AA, and
 4. Details for correction procedures.
- D. Reporting Requirements specific to Title IIIB, Title IIIC-1, Title IIIC-2, and Title VII services.
 1. Contractor shall submit program data electronically only for those A12AA funded programs using the data collection software, WellSky (SAMS).

2. Monthly service unit data reports will be completed and verified for accuracy no later than the fifth working day of the month following the month being reported.
 3. Contractor shall provide all missing information, corrections for errors and verification of accuracy for all monthly and annual data in accordance with CDA requirements per A12AA Data Team as requested by A12AA.
- E. The Contractor shall have written reporting procedures in a desk manual specific to each program which include:
1. Collection and reporting of program data for the Contractor or subcontractor,
 2. Ensuring accuracy of all data from the Contractor or subcontractor,
 3. Verification of Contractor or subcontractor data prior to submission to A12AA Data Team,
 4. Correction procedures for Contractor and subcontractor.
- F. 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.

ARTICLE III. SERVICE PROVIDER PROGRAM RESPONSIBILITIES

- A. Outreach Activities/Public Information: Service Provider shall engage in outreach and public information activities in an effort to inform the public, community leaders, other Service Providers, and potential participants about program services and activities. Outreach activities are required and shall be aimed at reaching the target population(s). An outreach plan shall be developed including the following information: methods, timelines, target population(s), and expected number of persons to be reached. Service Provider shall maintain documentation of outreach activities.
- B. Targeting: The Older Americans Act, the Older Californians Act and the A12AA Area Plan identify specific categories of persons age 60+ as target populations for services. Programs are expected to serve target populations at a rate at least comparable to census figures. Providers must specify how they will reach the target populations. To meet targeting goals, providers must demonstrate the capacity to serve persons in need of the proposed service and who possess one or more of the following characteristics:
- (1) Greatest Social Need (GSN): GSN individuals have at least two of these characteristics: age 75+, lives alone, functionally impaired, language barriers or

cultural, social or geographic isolation caused by racial or ethnic status, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, or gender expression.

- (2) Greatest Economic Needs (GEN): GEN individuals have a combined income from all sources at or below the federal poverty level.
 - (3) Minority: Persons who identify themselves with one of the following racial or ethnic groups: American Indian/Alaskan Native, Asian/Pacific Islander, African American, or Hispanic.
 - (4) Low Income, Minority: Low income, minority individuals have both GEN and minority characteristics.
 - (5) Geographically Isolated: Live in rural area (individuals who live outside of urbanized areas in town or remote countryside with fewer than 2500 persons).
 - (6) Disabilities: Older individuals with disabilities, with particular attention to those with severe disabilities.
- C. Means Test: Service Provider **shall not** use a means test to determine eligibility for program services. "Means test" is defined as the use of an older person's income or resources to deny or limit that person's receipt of services.
- D. Coordination:
- (1) Interagency: Service Providers shall demonstrate efforts to initiate cooperative working agreements with other community agencies providing services to older persons and/or with other agencies that provide similar services.
 - (2) Focal Points: Where feasible, Service Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or community centers, designated by A12AA, where onsite senior information and referral, and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Point(s) with informational materials about the services, letters/memoranda of agreement, and collocation of services. A list of Focal Points can be found in the A12AA 2022-2023 Area Plan Update available online at www.area12.org.
- E. Program Reporting: The OAA calls for annual performance reporting to the Administration for Community Living (ACL) by the California Department of Aging (CDA). ACL has developed the Older Americans Act Performance System (OAAPS) data criteria for this reporting.

A12AA collects the program specific data that is entered in the WellSky software database by each contracting provider. Program specific NAPIS/OAAPS requirements are entered into WellSky for monthly reporting to CDA by the contracting provider. This data is due to the A12AA by the 5th working day of each month following the month being reported. Contracting service providers are responsible for:

- The collection of the required program specific data,
- Providing staff with the WellSky training
- Providing staff with the appropriate number of hours to maintain the data,
- Assuring that the data is accurately entered into WellSky,
- Reporting in the WellSky database as required, and
- The cost of the WellSky licensing.

Contractors shall utilize the WellSky system on the portal.wellsky.com site. Software and licensing shall be provided through the A12AA. The cost of the annual fees and user licenses for the software will be an allowable expense for the Service Provider and is required for the Provider unless other arrangements are made.

ARTICLE IV. APPEAL PROCESS

- A. Contractor may appeal an adverse determination as defined in Title 22 CCR, §7702 using the appeal process established by the A12AA in Title 22 CCR, §7700 through 7710. Such appeal shall be filed within thirty (30) days of the A12AA'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, §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 §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 V. TRANSITION PLAN

- A. Contractor shall submit a transition plan to A12AA for submission to the CDA within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) of a program funded either by Title III or Title VII. The transition plan must be approved by the CDA 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 A12AA 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. Contractor shall implement the transition plan as approved by the State. A12AA and the CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by paragraphs A and B of Exhibit D, Article XII of this Agreement, the Contractor will implement a transition plan submitted by CDA to A12AA following the Notice of Termination.

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Exhibit F

Inventory

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Contract

Exhibit G

AREA 12 AGENCY ON AGING CONTRACT PERFORMANCE REPORT

SERVICE PROVIDER: _____

FY: **2024-2025** For the Quarter Ending: _____ Standard %: _____ %

If cumulative year-to-date performance falls (below) or above 5% of the year-to-date *Standard Percentage at the end of any quarter, this form must be submitted to A12AA with the fiscal monthly expenditure report for the final month of the quarter. *Standard Percentage equals number of months in quarter (3, 6, 9 or 12) divided by 12

- Only insert titles of programs that are out of compliance
- Document "Contracted Units" and "Actual Units" cumulatively (YTD)
- To determine percentage, divide YTD Actual Units by YTD Contracted Units.

Insert Program Title : EXAMPLE	C-1 Cong	C-2 Hm Delivered	3-B			
Contracted UOS/Meals	12,000					
Quarterly YTD Actual UOS/Meals	8,000					
Percentage-Actual vs. Contracted	66.66%					
Performance Over or (Under) Standard	(8.34)%					

Insert Program Title :	C-1 Cong	C-2 Hm Delivered	3-B			
Contracted UOS/Meals						
Quarterly YTD Actual UOS/Meals						
Percentage-Actual vs. Contracted						
Performance Percentage Over or (Under) Standard						

Quarterly Performance Report

SERVICE PROVIDER: _____

FY: 2024-2025 For the Quarter Ending: _____

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

_____ Authorized Signature _____ Date

AREA 12 AGENCY ON AGING
MONITORING PERFORMANCE STANDARDS

A. PURPOSES

1. To identify the service level that constitutes an acceptable performance
2. To determine at what point a service provider is under performing and requires corrective action or adjustments in scope of services (SOS) and/or contract amount.
3. To determine at what point a service provider's performance is out of compliance with terms of the contract.

B. STANDARDS

1. Performance goal is 100% of contracted SOS
2. **A performance level of less than 5% or more than 5% as compared to the Standard Percentage at any point in time**, will mean service provider is under/over performing and SOS and/or contract amount may be revised.
3. A performance level of less than 85% will mean service provider has not met terms of the contract. SOS and/or contract amount will be revised, or termination procedures will be implemented.
4. Performance level achieved by service provider will be one of the factors to be considered in the evaluation of application for future funding.

C. GENERAL GUIDELINES

1. Service provider is responsible for meeting all terms of the contract including provisions of the SOS.
2. Service provider is to maintain a cumulative performance level of 95% or more of units of service in SOS in order to be considered for continued funding at the full allocation.
3. Performance levels for Title III programs are calculated by comparing actual units to an annual SOS. The normal calculation is as follows:

Actual Units of Service
Scope of Service Units

Number of Days Y-T-D
365 Days

4. If cumulative year-to-date performance level at the end of a quarter falls (below) or over above 5% of the year-to-date contracted units of service, service provider shall submit a Contract Performance Report (A12AA Form Performance Standards-Exhibit G). The report is due to the Fiscal Officer by the 15th of the month following the final month of the quarter. Corrective action must be implemented within thirty (30) days of the beginning of the new quarter.

5. The Area 12 Staff, including the Executive Director, Assistant Director, Fiscal Officer and Planner shall meet periodically to review service provider performance levels. In the case of underperforming programs, the entities may recommend that actions be taken. The recommendations may be forwarded to the A12AA Advisory Council and A12AA Governing Board for their consideration/adoption. The recommendations may include:
 - A. Service provider must perform at a level of 95% or higher for the second/third quarter of their contract amount and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.
 - B. Service provider must perform at a least 95% or higher for the (first/second/third) quarter or their contract amount and/or SOS may/shall be reduced by the difference between 95% and their quarterly performance.
 - C. Service provider's cumulative performance must be 95% or higher by the end of the (second/third) quarter or their contract and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.
 - D. A condition may be placed on this year's contract: The program must achieve 95% of its SOS level for the last (quarter/half) of the contract year, or next year's funding award and/or SOS will be reduced.
 - E. A12AA staff to revise service provider's budget and/or SOS.

Instructions for Attached Form: Performance Standards – Exhibit G (pages #1 & 2)

1. Service provider can use quarterly calculations from the monthly financial report to fill in page #1. Only show programs that are out of compliance.
2. Page #2 must be filled out and turned in with the monthly financial reports, if quarterly YTD performance is out of compliance with terms of the contract.
3. If more pages needed, copy and paste page #2 only.

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Exhibit H

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Addendum

1-3

GRIEVANCE PROCEDURES TO BE IMPLEMENTED BY SERVICE PROVIDERS

- 1.) All service providers shall develop written policies and procedures whereby any consumer of services may appeal and have resolved grievances relating, but not limited to:
 - a.) Amount or duration of a service;
 - b.) Denial or discontinuance of a service;
 - c.) Dissatisfaction with the service or service provider;
 - d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging.
- 2.) The grievance procedure shall include all of the following:
 - a.) Time frames within which a complaint will be acted upon;
 - b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the Area 12 Agency on Aging if dissatisfied with the results of the review;
 - c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.
- 3.) All service providers are required to notify all consumers of the grievance process available to them by:
 - a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group of consumers;
 - b.) Advising homebound consumers of the process either orally or in writing.
- 4.) The appropriate level of complaint resolution shall be determined as follows:
 - a.) The service provider shall be the first administrative level for the resolution of complaints from consumers of services;
 - b.) If a complainant is dissatisfied with the results of a service provider's grievance process, the complainant may submit, in writing, their complaint to the executive director of the Area 12 Agency on Aging. If complainant cannot submit a written complaint, the Area 12 Agency on Aging shall:
 - 1) Verbally accept the complaint
 - 2) Prepare a written complaint
 - 3) Have the complainant sign the written complaint
 - c.) Any complaints received directly by the CDA shall be forwarded to the appropriate Area Agency on Aging for referral to the service provider.

AREA 12 AGENCY ON AGING

COMPLAINT RESOLUTION FOR SERVICE PROVIDERS

If you are a service sub-provider or applicant service sub-provider and are dissatisfied with an action taken by the Provider, you are entitled to submit a written grievance statement. Issues that are subject to the complaint resolution process include, but are not limited to the following:

- 1.) A reduction in the level of funding to an existing service sub-provider during a contract or subgrant period. However, a reduction directly attributable to a reduction in the funding to the Provider by the Area 12 Agency on Aging (A12AA) or the State or federal government shall not be considered an adverse determination.
- 2.) A cancellation or termination of an existing service sub-provider's contract or subgrant prior to the contractor or subgrant's expiration date.
- 3.) The denial of an application to provide services from an applicant service provider when any of the following exist:
 - a.) The presence of a conflict of interest, real or apparent;
 - b.) The occurrence of a procedural error or omission;
 - c.) The lack of substantial evidence to support an A12AA's action.

All complaints shall be:

- 1.) Made in writing and addressed to the Executive Director of the A12AA;
- 2.) Submitted within 30 days of incident of dispute;
- 3.) Responded to within 30 days of receipt of the complaint, in the form of a written statement which shall include:
 - a.) The reasons for the A12AA's decision on the issues contained in the complaint.
 - b.) The complainant's right, if any, to request a State hearing and the time frames within which such a request must be made.

GRIEVANCE PROCEDURES - PROVIDERS FOR EMPLOYEES & VOLUNTEERS

- 1.) All service providers shall develop written policies and procedures whereby any employee or volunteer may appeal and have resolved grievances relating, but not limited to:
 - a.) Unsafe practices;
 - b.) Not following guidelines or training;
 - c.) Dissatisfaction with the employer;
 - d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging (A12AA).
- 2.) The grievance procedure shall include all of the following:
 - a.) Time frames within which a complaint will be acted upon;
 - b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the A12AA if dissatisfied with the results of the review;
 - c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.
- 3.) All providers are required to notify all employees and volunteers of the grievance process available to them by:
 - a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group;
 - b.) Advising employees and volunteers of the process either orally or in writing.

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Contract

Attachment A

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.

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

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.)

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010.

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 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: (1) 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, and Public Contract Code Section 6108.
- b. 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' above.
7. DOMESTIC PARTNERS: For Contracts over \$100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA AND THE AREA 12 AGENCY ON AGING

The following laws apply to persons or entities doing business with the State of California and the Area 12 Agency on Aging.

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 twelve-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)]

3. 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)

4. AMERICANS WITH DISABILITIES ACT: Contractor assures the Area 12 Agency on Aging 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.)
5. 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 Area 12 Agency on Aging will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
6. 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.

7. RESOLUTION: A county, city, district, or other local public body must provide the Area 12 Agency on Aging 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.
8. AIR OR WATER POLLUTION VIOLATION: Under the State laws, 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.
9. 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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Attachment B

AREA 12 AGENCY ON AGING FY2024-2025
XXXXXXXXXXXXXXXXXXXXXXX
CONTRACT AUTHORIZED SIGNATORY FORM

PROVIDER: _____

ADDRESS: _____

The following persons have personally signed below and are authorized to sign documents as indicated:

Agreements

Board Chairperson (term through _____)

Printed/Typed Name

Designee by Board Action

Printed/Typed Name

Fiscal Reports/Budgets

Program Director

Printed/Typed Name

Designee for Program Director/Title

Printed/Typed Name

Program Reports

Program Director

Printed/Typed Name

Designee for Program Director/Title

Printed/Typed Name

For emergency contact, the Board Chairperson's telephone number is _____

And mailing address is _____

Submitted by

Date

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Attachment B-1

AREA 12 AGENCY ON AGING
2024-2025 CONTRACT Service Proposed and Funds Requested
Provider: _____ XXXXXXXXXXXXXXXXXXXX County: _____ XXXXXXXXXXXXXXXXXXXX

1. Services to be Provided:	IIIC-1 Congregate Meals	IIIC-2 Home Delivered Meals	IIIB Transportation Trips/unit
2. Service Category:			
Activity(ies):			
a. Meals	XXXXX	XXXXX	
b. One hour of service			
c. One Contact			
d. One Session			
e. One Modification			
f. One One-Way Trip			
TOTAL MEALS/SERVICE UNITS	XXXXX	XXXXX	XXXXX
NSIP funding			
Baseline funding			
2. Amount of A12AA funds requested			
3. Amount of Participant Contributions	\$		
4. Other funds:			
a. Amador Senior Foundation	\$		
b. Non-senior contributions			
c.			
d.			
Total Other Funds	\$		
5. TOTAL FUNDS, ALL SOURCES	\$		
6. Cost of unit of service			
a. A12AA funds (line 2 ÷ line 1.f.)	\$		
b. All funds (line 5 ÷ line 1.f.)	\$		
7. NUMBER OF SENIORS TO BE SERVED (unduplicated count)			

RFP

Contract

Attachment C

Area 12 Agency on Aging FY2024-2025
Agency Contract Representative (ACR) Designation Form
XXXXXXXXXXXXXXXXXXXXXX

SEND TO: Kristin Millhoff
Area 12 Agency on Aging
19074 Standard Rd., Suite A
Sonora, California 95370

Program: _____

Legal Name of Contractor: _____

Agency Contracts Representative: _____

Title: _____

Address: _____

Phone: () _____ FAX: () _____

E-mail: _____

Please specify the address checks are to be mailed to below:

Address: _____

Attention: _____

Signature: _____ Print Name: _____

Title: _____ Phone: () _____