RESOLUTION - ACTION REQUESTED 2019-239

MEETING: May 7, 2019

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Approval of Standard Agreement and Amended Agreements with A12AA FY 2018-19

RECOMMENDATION AND JUSTIFICATION:
Approve the Standard Agreement Between Area 12 Agency on Aging and Mariposa Health & Human Services Agency, Community Services with Updates to Exhibits A, B, and D, Reflecting Changes Requested by California Department of Aging for Current FY 2018-19 and Amended Contract Agreements with Area 12 Agency on Aging (A12AA) for the Senior Nutrition and III-B Transportation Programs; Authorize the Board of Supervisors Chair to sign the Standard Agreement and the Amended Contract Agreements for Fiscal Year 2018-19.

Mariposa County Community Services, in collaboration with Area 12 Agency on Aging, has been providing Senior Nutrition and Transportation programs to seniors in Mariposa County historically since 1991. On March 13, 2018, the Board of Supervisors (BOS) approved the submittal of the Department of Community Services’ Program Proposals in Response to the A12AA Request for Proposal (RFP) 2018-2022, Res. 2018-100. On June 12, 2018, the BOS approved the Standard Agreement Between Area 12 Agency on Aging and Mariposa County, Community Services, Res. 2018-246.

The California Department of Aging during their tri-annual monitoring of Area 12 Agency on Aging’s senior programming, recommended updates to the standard agreement and several exhibits for FY 2018-19 as listed on A12’s Summary of Contract Changes. The updates have been reviewed by A12AA Legal Counsel and approved by the JPA Board on April 4, 2019.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has historically approved and authorized the Board Chair to sign amended agreements when necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
Resolution - Action Requested 2019-239

There is not a financial impact to the Senior Nutrition or III-B Transportation programs associated with this board item.

ATTACHMENTS:
Amended Contract Agreements--Sr. Nutrition & III-B Transportation (PDF)
Summary of Contract Changes FY 2018-19 (PDF)
Standard Agreement FY 2018-19 (PDF)
Exhibit A-Scope of Work FY 2018-19 (PDF)
Exhibit B-Budget Detail, Payment, Closeout FY 2018-19 (PDF)
Exhibit D-Special Terms & Conditions FY 2018-19(PDF)

RESULT:  ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:  Kevin Cann, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AMENDED CONTRACT AGREEMENT BETWEEN
MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES
AND
AREA 12 AGENCY ON AGING

The Agreement originally entered into on July 1, 2018, for the term of July 1, 2018 through June 30, 2019, by and between the Area 12 Agency on Aging and MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES, serving in Mariposa County for C-1 Congregate Nutrition services, is hereby amended, April 4, 2019, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES, serving in Mariposa County for C-1, Congregate Nutrition services, shall not exceed the maximum amount of funding of $52,880.00*.

2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY COMMUNITY SERVICES, and the Area 12 Agency on Aging shall remain in full force and applicability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the referenced contract the day and year as per above.

AREA 12 AGENCY ON AGING,
A JOINT POWERS AGENCY serving Alpine, Amador, Calaveras, Mariposa and Tuolumne Counties.

By: Kristin Millhoff, Executive Director
Dated: 4-5-19

Contractor:
MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES

By: Chair, Board of Supervisors - Mariposa County
Dated: MAY 10, 2019

*This funding total includes dollars from a baseline and NSIP increase, OTO and NSIP OTO.

APPROVED AS TO FORM:

STEVEN W. DAHLEN
COUNTY COUNSEL
AMENDED CONTRACT AGREEMENT BETWEEN
MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES
AND AREA 12 AGENCY ON AGING

The Agreement originally entered into on July 1, 2018, for the term of July 1, 2018 through June 30, 2019, by and between Area 12 Agency on Aging and MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES, serving in Mariposa County for C-2 Home Delivered Meals Nutrition services, is hereby amended, April 4, 2019, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES, serving in Mariposa County for C-2, Home Delivered Meals Nutrition services shall not exceed the maximum amount of $22,659.00*.

2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES, and the Area 12 Agency on Aging shall remain in full force and applicability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the referenced contract the day and year as per above.

AREA 12 AGENCY ON AGING,
A JOINT POWERS AGENCY serving Alpine, Amador Calaveras, Mariposa and Tuolumne Counties.

By: Kristin Millhoff, Executive Director
Dated: 4-5-19

Contractor:
MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES

By: Chair - Board of Supervisors - Mariposa County
Dated: MAY 10 2019

*This funding total includes dollars from a baseline and NSIP increase, OTO and NSIP OTO.

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

19074 Standard Road, Suite A, Sonora, California 95370-7542

ID # 9276
AMENDED CONTRACT AGREEMENT BETWEEN
MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES
AND
AREA 12 AGENCY ON AGING

The Agreement originally entered into on July 1, 2018, for the term of July 1, 2018 through June 30, 2019, by and between the Area 12 Agency on Aging and MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES, serving in Mariposa County for IIBB Transportation services, is hereby amended, April 4, 2019, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES, serving in Mariposa County for IIBB Transportation services shall not exceed the maximum amount of funding of $48,450.00.

2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES, and the Area 12 Agency on Aging shall remain in full force and applicability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the referenced contract the day and year as per above.

AREA 12 AGENCY ON AGING,
A JOINT POWERS AGENCY serving Alpine, Amador, Calaveras, Mariposa and Tuolumne Counties.

By: Kristin Millhoff, Executive Director

Dated: 4-5-19

Contractor:
MARIPOSA COUNTY HHS AGENCY, COMMUNITY SERVICES

By: Dated: MAY 10 2019
Chair, Board of Supervisors - Mariposa County

APPROVED AS TO FORM:

STEWEN W. DAHLEM
COUNTY COUNSEL

19074 Standard Road, Suite A, Sonora, California 95370-7542
www.area12.org · 800-510-2020 · 209-532-6272 · fax 209-532-6501

ID #9276
## Provider Contract with Area 12 Agency on Aging
### Summary of Contract Changes made to FY 2018-2019

<table>
<thead>
<tr>
<th>Location</th>
<th>What was changed</th>
<th>Rationale for change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Agreement, #4., p. 2</td>
<td>Delete statement: ‘The dollar amount in this Agreement does not reflect the funding, if any, given to Contractor for the purchase of equipment.’</td>
<td>CDA recommended; A12 reimburses Providers for approved equipment purchases.</td>
</tr>
<tr>
<td>Ex. A, Art. I, #15, p. 4</td>
<td>Delete ‘Coordination’ paragraph requirement; adjust numbering.</td>
<td>CDA recommended; not required</td>
</tr>
<tr>
<td>Ex. A, Art III, A. Cong. Meal, Para. 4 &amp; 5, p. 8</td>
<td>Delete statement “although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second meal shall be balanced and proportional in calorie and nutrients;” Delete statement “although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second and third meal shall be balanced and proportional in calorie and nutrients;”</td>
<td>CDA recommended; not required</td>
</tr>
<tr>
<td>Ex. A, Art III, A. Cong meal, #4, p. 8</td>
<td>Update number of units when an approved amended contract which increases or decreases the number of units is executed.</td>
<td></td>
</tr>
</tbody>
</table>
## Provider Contract with Area 12 Agency on Aging
### Summary of Contract Changes made to FY 2018-2019

<table>
<thead>
<tr>
<th>Description</th>
<th>Change Details</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ex. A, Art III, A. Cong meal, #4, p. 9</td>
<td>Delete demographic statistics in each contract. For example, CGSSI-Amador – remove “90% of these persons shall be rural, 33% shall be 75+, 11% shall be low-income and 10% shall be minority.”</td>
<td>CDA recommended; not required</td>
</tr>
<tr>
<td>Ex. A, Art. III, B. Home delivered meal-para 4 &amp; 5 p. 9</td>
<td>Delete statement “although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second meal shall be balanced and proportional in calorie and nutrients;” Delete statement “although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second and third meal shall be balanced and proportional in calorie and nutrients;”</td>
<td></td>
</tr>
<tr>
<td>Ex. A, Art III, B. Hdm – #4, p. 10</td>
<td>Update number of <em>units</em> when an approved amended contract which increases or decreases the number of units is executed.</td>
<td>CDA recommended; not required</td>
</tr>
<tr>
<td>Ex. A, Art III, B. Hdm – #4, p. 10</td>
<td>Delete demographic statistics in each contract. For example, CGSSI-Amador – remove “90% of these persons shall be rural, 33% shall be 75+, 11% shall be low-income and 10% shall be minority.”</td>
<td></td>
</tr>
<tr>
<td>Ex. A, Art III, C. Transportation #4, p. 10</td>
<td>Update number of <em>units</em> when an approved amended contract which increases or decreases the number of units is executed.</td>
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## Provider Contract with Area 12 Agency on Aging
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</thead>
<tbody>
<tr>
<td>Ex. A, Art III, C. Transportation #4, p. 11</td>
<td>Delete demographic statistics in each contract. For example, CGSSI-Amador – remove “90% of these persons shall be rural, 33% shall be 75+, 11% shall be low-income and 10% shall be minority.”</td>
<td></td>
</tr>
<tr>
<td>Ex. B, Art. II, G., #1, p. 5</td>
<td>Add 'not to exceed' to statement</td>
<td>CDA recommended</td>
</tr>
<tr>
<td>Ex. B, Art. IV. D, p. 8</td>
<td>Delete statement “During the contract period, A12AA shall advance funds based on an analysis of current cash needs. A12AA shall pay Contractor a total not to exceed the amount shown on the Contractor’s budget(s), which is hereby incorporated by reference.”; adjust lettering</td>
<td>CDA recommended</td>
</tr>
<tr>
<td>Ex. D, Art. V, I., p. 10</td>
<td>Delete entire letter “I” paragraph “Prior to the awarding . . . an independent audit firm.”; adjust lettering</td>
<td>CDA recommended</td>
</tr>
<tr>
<td>Ex. D, Art. VII, H. #1., p. 14</td>
<td>Delete: “regardless of the acquisition value.” Add: “OR computing devices with digital memory and storage capacity, regardless of the purchase price.”</td>
<td>Update Inventory processes</td>
</tr>
<tr>
<td>Amended Contract Agreement</td>
<td>Revise amended contract language to include entire dollar amount A12AA reimburses provider.</td>
<td>CDA recommended</td>
</tr>
</tbody>
</table>
STANDARD AGREEMENT BETWEEN

MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY
COMMUNITY SERVICES
As SERVICE PROVIDER
5246 Spriggs Lane, Mariposa, CA 95338
Mariposa County

Agreement No.: 2018/2019 – Mariposa County HHS, Community Services
Programs: Congregate Meals,
Home Delivered Meals and Transportation -

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, 2018, by and between A12AA and Mariposa County Health & Human Services Agency, Community Services ("Contractor") pursuant to the following terms and conditions.

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

2. COMPENSATION

The maximum amount of this Agreement is $84,312.00, eighty-four thousand, three hundred twelve dollars and no cents.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Congregate Meals</td>
<td>$26,333.00</td>
</tr>
<tr>
<td>Congregate Meals NSIP</td>
<td>6,401.00</td>
</tr>
<tr>
<td>Home Delivered Meals</td>
<td>13,081.00</td>
</tr>
<tr>
<td>Home Delivered Meals NSIP</td>
<td>4,097.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>34,400.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$84,312.00</strong></td>
</tr>
</tbody>
</table>
3. SERVICES

Contractor shall provide congregate meals, 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 11 Pages
Exhibit B - Budget Detail and Payment Provision 8 Pages
Exhibit C - General Terms and Conditions 5 Pages
Exhibit D - Special Terms and Conditions 31 Pages
Exhibit E - Additional Provisions 7 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) 561 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 1980, 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 the subsequent three years following the initial RFP cycle, 2018-2022, 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 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.

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:

- Dietary Guidelines for Americans
- California Welfare and Institutions Code
- California Code of Regulations, Title 22, Division 1.8, CDA
- California Retail Food Code
- California Retail Food Code: Grandfather Clause for Pre-existing, Non-conforming structures & Equipment
- Older Californians Act
- Older Americans Act, as Amended 2016
- Code of Federal Regulations
- United States Code (USC), Title 42, Chapter 35 – Program for Older Americans
- CDA Services Categories and Data Dictionary, 2017
- California Department of Aging (CDA)
  - Elderly Nutrition Program – regulations and program management resources Laws/Regulations/Policies

14. **MISCELLANEOUS**

A. **Request for Proposal (RFP)/Contact 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.

<table>
<thead>
<tr>
<th>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mariposa County Health &amp; Human Services Agency - Community Services</td>
</tr>
<tr>
<td>BY (Authorized Signature)</td>
</tr>
<tr>
<td>Michael Menetrey</td>
</tr>
<tr>
<td>DATE SIGNED</td>
</tr>
<tr>
<td>MAY 10, 2019</td>
</tr>
<tr>
<td>PRINTED NAME AND TITLE OF PERSON SIGNING</td>
</tr>
<tr>
<td>Mike Menetrey, Mariposa County Board Chair</td>
</tr>
<tr>
<td>ADDRESS</td>
</tr>
<tr>
<td>P.O. Box 784, Mariposa, CA 95338</td>
</tr>
<tr>
<td>AGENCY NAME</td>
</tr>
<tr>
<td>Area 12 Agency on Aging</td>
</tr>
<tr>
<td>BY (Authorized Signature)</td>
</tr>
<tr>
<td>Kristin Millhollf</td>
</tr>
<tr>
<td>DATE SIGNED</td>
</tr>
<tr>
<td>4/5/19</td>
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<td>Kristin Millhollf, Executive Director, Area 12 Agency on Aging</td>
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APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL
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 7000 et seq.; California Department of Aging (CDA) Program Memoranda and California Retail Food Code (CRFC).

2. Title III B (Supportive Services) means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]

3. Priority Services for Title III B means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer’s disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

4. Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria:

   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. Title III C-2 (Home Delivered Nutrition Services) means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening.
Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). [22 CCR 7135; 22 CCR 7638.7(c)]

6. **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.

7. **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.

8. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

9. **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.).

10. **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.

11. **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)]

12. **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.

13. **Eligible Service Population** for Title III B and D 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]

14. **Eligible Service Population** for Title III C-1 and C-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.

15. **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)]

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 75.352] Onsite program monitoring will be conducted every two years for all programs except Title III C-1 and Title III C-2 which will be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-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 III C-1 and C-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 consumers who 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 III C-1, C-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.


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. Maintain or increase the number of Title III C-1 and C-2 meals served if Federal and/or State funds for meal programs increase. This Agreement shall promote and maintain high standards of food safety and sanitation as required by (CalCode).

27. 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.

28. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

ARTICLE III. SCOPE OF WORK, SPECIFIC GOALS AND OBJECTIVES

A. **Congregate Meals:** To maintain or improve the physical and social well being of older persons (60+) through appropriate nutrition services.

Provision of a meal to an eligible client or other eligible participant at a nutrition site, senior center or some other congregate setting.
The following units of service are required for a home delivered nutrition program. **Meals** must comply with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences;

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 served;

1. CONTRACTOR shall make services available to all persons sixty (60) years of age and older 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 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 Congregate Meal services as described in the program proposal for Congregate Meals for FY 2018-2019.

4. CONTRACTOR shall provide a total of 10,507 units of congregate nutrition to a total number of 425 unduplicated persons eligible for service under the Title III C-1 award.

*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. Home-Delivered Meals**: To maintain or improve the physical and social well being of older persons (60+) through appropriate nutrition services.

Provision of a meal to an eligible client or other eligible participant at the client’s place of residence.
The following units of service are required for a home delivered nutrition program. Meals must comply with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture);

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 Food and Nutrition Board of the National Research Council of the National Academy of Sciences;

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 sixty (60) years of age and older 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 2018-2019.

4. CONTRACTOR shall provide a total of 4,700 units to a total of 50 unduplicated persons eligible for service under the Title IIIIC-2 award.

*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.

**C. Transportation:** To assist older persons (60+) to live independently by providing transportation to and from their home to appropriate medical appointments and other community destinations such as the bank, grocery store, pharmacy, or other related 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 Mariposa County and PSA 12.

1. **CONTRACTOR** shall make services available to all persons sixty (60) years of age and older 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 2018-2019.

4. **CONTRACTOR** shall provide a total of 2,850 units of Transportation service to a total of 151 unduplicated persons eligible for service under the Title IIIB award.

5. **CONTRACTOR** shall perform the service of transportation in the County of Mariposa 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 conform to all parameters stated in this Agreement by A12AA for IIIB Transportation program.

8. **CONTRACTOR** shall provide transportation services to Mariposa County residents.

9. All services shall be provided by June 30, 2019.
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.


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. “Subcontractor” means the legal entity that receives funds from Contractor to provide direct services identified in this Agreement. “Subcontract agreement” means a subcontract agreement supported by funds from this Agreement. All subcontracts for services must receive prior written consent of A12AA. Any assignment without the prior written consent of the A12AA is void.

6. “Reimbursable item” also means “allowable cost” and “compensable item.”

   “CCR” means California Code of Regulations.
   “PM” means Program Memo which is issued by CDA.
   “HHS” means United States Department of Health & Human Services.
   “OAA” means Older Americans Act.
   “OMB” means Office of Management & Budget.

8. “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".

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/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 subcontractors to administer their subcontractors 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 and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

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

C. 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.

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

D. **Standards of Work**

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

E. **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 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.

F. 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 subcontractors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State 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.
G. 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.

H. 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.

I. 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 subcontractors:


   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).


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.
J. **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]

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

1. Contractor certifies to the best of its knowledge and belief that it and its subcontractor(s) [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 subcontractor(s) or vendor(s).
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 subcontractor(s) or vendor(s).

L. 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.

M. 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.

N. 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 subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting 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. Failure to maintain good standing by a subcontracting corporation or
JPA shall result in suspension or termination of the subcontract until satisfactory status is restored.

O. **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 subcontracts at all tiers (including sub-grants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this 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.

P. Contractor and any Subcontractor 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. SUBCONTRACTS OR 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 subcontracts and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other manners of a contractual nature. Decision of A12AA is final and the subcontractor has no right of appeal to the California Department of Aging.

B. In the event any subcontractor 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 subcontractors in accordance with Article VI. of this exhibit.

C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and 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 subcontracts, 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 subcontractor(s) in accordance with Article XI of this exhibit.

G. Contractor shall require language in all subcontracts 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 subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services,
materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor 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.

K. Contractor shall refer to the guidance in 2 CFR Part 200.330, Subpart D- Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D – Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then Contractor shall follow the Procurement requirements in the applicable regulation.

L. Contractor shall utilize procurement procedures as follows:

1. Contractor shall obtain goods and services through open and competitive awards. Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). If Contractor issues a noncompetitive award, Contractor must comply with 22 CCR 7360(b)-(d).
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 subcontractors 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 has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA and CDA’s Audit Branch;
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. 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. Have a normal useful life of at least 1 year;

2. Have a unit acquisition cost of at least $500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit);

3. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, ipads 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 from A12AA using the provided Inventory Acquisition Form and shall record, at minimum, the following information when property is acquired:

1. Date acquired;
2. Property description (include model number);
3. CDA tag number or other tag identifying it as State of California property;
4. Serial number;
5. Cost or other basis of valuation;
6. Fund source; and
7. Rate of depreciation (or depreciation schedule), if applicable.

G. Contractor shall keep track of property purchased with funds awarded under this Agreement, 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.

H. Disposal of Property

1. Prior to disposal of any property purchased by Contractor or any subcontractor with funds awarded under this Agreement or any predecessor agreement, Contractor must obtain approval from A12AA for all items with a unit cost of $500 or more OR computing devices with digital memory and storage capacity, regardless of the purchase price. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from A12AA. Contractor shall use the Inventory Transfer/Disposal Form provided by A12AA staff to dispose of property.
2. Contractor must remove all confidential, sensitive, or personal information 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, fully documented and Contractor shall promptly notify 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 or subcontractor 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.

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

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 or any subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in any subcontract awarded under this Agreement.

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.

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 subcontracts 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, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA or CDA.

E. Contractor shall refer to the guidance in 2 CFR §200.330 in making a determination of whether a subcontractor or contractor relationship exists. If a contractor relationship
exists, then Contractor shall follow the procurement standards in 2 CFR §200.317 through §200.326.

ARTICLE X. AUDIT 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 45CFR 75.501 to 75.521. A copy of the audit shall be submitted to A12AA:

The copy shall be submitted within 30 days after receipt of the auditor’s report or nine months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

Contractor shall ensure that State-funded expenditures are displayed discretely along with the related Federal expenditures in the single audit report’s “Schedule of Expenditures of Federal Awards” (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, 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-CDA.

B. Contractor shall perform a reconciliation of the Financial Closeout Report to the audited financial statements, single audit and general ledgers. The reconciliation shall be, at a minimum, within fifteen (15) months of the Financial Closeout Report, maintained and made available for A12AA review.

C. Contractor shall have the responsibility for resolving its contracts with its subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of this Agreement.

Contract resolution includes:

1. 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 as summarized in D and E of this Article.

2. 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.

3. Reconciling expenditures reported to A12AA to the amounts identified in the single audit or other type of audit 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], documented review of financial statements, or documented expense verification reviews/fiscal monitoring assessments).

4. 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.

   f. Written procedures for determining the requirements of 2 CFR 200.305 and 45 CFR 75.305.

   g. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E Cost Principles.

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

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

D. Contractor shall ensure that the requirements of the 2 CFR 200, Subpart F – Audit Requirements are met is generally interpreted to mean that Contractor will ensure that the audit was:

1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor’s report or nine months after the end of the audit period, whichever comes first. [2 CFR 200.512]


3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]
4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs. [2 CFR 200.515]

5. Performed in accordance with provisions applicable to the program as identified in 2 CFR 200, Subpart F – Audit Requirements.

E. 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.

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

G. Unless prohibited by law, the cost of audits made in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to federal awards, but must be identified separately from accounting services. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of 2 CFR Part 200, Subpart E – Cost Principles.

H. Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. Contractor may not charge to federal awards the cost of auditing a non-federal entity which has federal awards expended of less than $750,000 per year, and is thereby exempted under 2 CFR §200.425.

I. 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 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.

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 subcontractors. 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 subcontractor 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 subcontractors or 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 subcontractors to hold Contractor harmless. The subcontractor’s or 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 subcontractors or vendors and forward copies to A12AA.

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.

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 subcontracts for materials, or services, except as necessary to complete the continued portion of this Agreement.

3. Terminate all subcontracts to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, 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, Sonora, California 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 subcontractor(s) and 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) 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

Contractor, and any of its subcontractor(s) and vendor(s), are required to use 128-Bit encryption for any data collected under this Agreement that is confidential, sensitive, and/or personal information, including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook
computers and back up media) and/or 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 subcontractors and vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and state policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

2. Contractor, and any of its subcontractors and vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. “Personal Identifying Information” shall include, but not be limited to, name, identifying number, social security number, state driver’s license, or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or photograph.

4. Contractor, and any of its subcontractors and vendors shall not use confidential, sensitive and/or Personal Identifying Information 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 subcontractors and vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any Personal Identifying Information 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 Personal Identifying Information specific to the authorizing participant.

6. Contractor, and any of its subcontractors and 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, subcontractors, vendors and volunteers handling confidential, sensitive and/or Personal Identifying Information must complete the required CDA Security Awareness Training module located at
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 subcontractors and 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 subcontractors and vendors are aware of, and agree to comply with, their obligations to protect A12AA and CDA information assets 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 subcontractors and 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 subcontractors and vendors to anyone whose confidential, sensitive and/or Personal Identifying Information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, State and A12AA policy.

I. Software Maintenance

Contractor and any of its subcontractors and 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 subcontractors and 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 subcontractors and 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 subcontractors and 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 take into account 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:

   a. Methodologies used.

   b. The linguistic and cultural needs of non-English speaking or LEP groups.

   c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

   d. 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. [22 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

   a. Interpreters or bilingual providers and provider staff.
   b. Contracts with interpreters.
   c. MOU with community individuals or organizations that provide interpreter services.
   d. Use of telephone interpreter lines.

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e. Sharing of language assistance materials and services with other providers.
f. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
g. 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. [22 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. Complaince 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]