



# **FY 2019-2020**

**AGREEMENT NO: K/T AAA 19/20-05**

**CONTRACTOR: City of Tulare**

## AGREEMENT

**THIS AGREEMENT** is entered into on \_\_\_\_\_, between the **KINGS/TULARE AREA AGENCY ON AGING**, hereinafter referred to as “K/T AAA” and **City of Tulare**, hereinafter referred to as “CONTRACTOR,” with reference to the following Agreement.

### **ACCORDINGLY, IT IS AGREED:**

**1. TERM:** This Agreement shall become effective as of July 1, 2019, and shall terminate on June 30, 2020. No obligations may be incurred after June 30, 2020.

**2. DEFINITIONS AND SCOPE OF WORK:** Definitions and the Scope of Work for Senior Services Programs are incorporated in **Exhibit A**, entitled General Scope of Work, which exhibit is made a part of this Agreement by reference.

**3. BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT:** Information on funding, matching funds, invoicing, program income, budgets, and budget revisions are incorporated in **Exhibit B**, entitled Budget Detail, Payment Provisions, and Closeout, which exhibit is made part of this agreement by reference.

**4. SPECIAL TERMS AND CONDITIONS:** Information on general assurance, property, audits, confidentiality, nondiscrimination, records, insurance, and monitoring are incorporated in **Exhibit C**, entitled Special Terms and Conditions, which exhibit is made a part of this Agreement by reference.

**5. ASSURANCES:** As the Contractor is receiving funding from Title III, Title VII, and/or the State-Funded Consolidated Block Grant, **Exhibit D**, entitled Additional Provisions, is made part of this Agreement by reference.

**6. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) exhibit, attached as **Exhibit E**, entitled HIPAA Requirements, which exhibit is made a part of this Agreement by reference.

**7. CONTRACT AWARD AND UNITS OF SERVICE:** Contractor shall be paid an amount not to exceed **ONE HUNDRED TEN THOUSAND TWO HUNDRED FORTY dollars** (\$110,240) for service categories and contracted service units that shall include, without limitation, those services as per **Exhibit F**, entitled Contracted Award and Units of Service, which exhibit is made part of this Agreement by reference.

**8. PROGRAM SCOPE OF SERVICES:** Contractor shall deliver program services that shall include, without limitation, those services and service delivery methods as per **Exhibit G**, entitled Program Scope of Services, which exhibit is made part of this Agreement by reference.

**9. REPORTING REQUIREMENTS:** The Contractor shall provide planning documents, reports, and/or data as detailed in Agreement Exhibits. The schedule for submission of these documents to K/T AAA is set forth in **Exhibit D**, entitled Additional Provisions, is made part of this Agreement by reference.

**10. COMPLIANCE WITH LAW:** Contractor shall provide services in accordance with all applicable Federal, State, and local laws, regulations, and directives, including, but not limited to, laws regarding conflicts of interest or prohibited activities, such as Government Code sections 1090 et seq., Government Code sections 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission, and Government Code sections 16645 et seq. (influencing union organization activities). With respect to Contractor's employees, Contractor shall comply with all laws and regulations pertaining to wages and hours, State and Federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment. If Contractor is an individual or sole proprietorship, this Agreement is subject to the Independent Contractor reporting requirements of Unemployment Insurance Code section 1088.8. In such case, Contractor shall accurately fill out and complete the California Unemployment Development Department's form DE-542 ("Report of Independent Contractor [s]") and submit it to K/T AAA at the time this Agreement is executed by Contractor. Failure to provide form DE-542 with complete information by the time specified may, at K/T AAA's option, prevent approval of this Agreement by K/T AAA, or may be grounds for its termination by K/T AAA, and K/T AAA reserves the right to offset the amount of any fines or penalties imposed on K/T AAA against any sum due or to become due.

**11. INSURANCE:** CONTRACTOR shall provide and keep in force during the term of this Agreement, at no expense to K/T AAA, insurance coverage as detailed in **Exhibit C**, entitled Special Terms and Conditions, which exhibit is made a part of this Agreement by reference.

**12. INDEPENDENT CONTRACTOR STATUS:**

A. This Agreement is entered into by both parties with the understanding that Contractor will perform all services required under this Agreement as an Independent Contractor. Nothing in this Agreement shall be construed to constitute Contractor or any of its agents, employees, or officers as an agent, employee, or officer of K/T AAA, and Contractor shall advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of K/T AAA. Subject to any performance criteria contained in this Agreement, Contractor shall be solely responsible for determining the means and methods of performing the specified services, and K/T AAA shall have no right to control or exercise any supervision over Contractor as to how the services will be performed. As Contractor is not K/T AAA's employee, Contractor is responsible for paying all required State and Federal taxes. In particular, K/T AAA will not:

1. Withhold FICA (Social Security) from Contractor's payments.
2. Make State or Federal unemployment insurance contributions on Contractor's behalf.
3. Withhold State or Federal income tax from payments to Contractor.
4. Make disability insurance contributions on behalf of Contractor.
5. Obtain unemployment compensation insurance on behalf of Contractor.

B. Notwithstanding this Independent Contractor relationship, K/T AAA shall have the right to monitor and evaluate the performance of Contractor to assure compliance with this Agreement.

**13. INDEMNIFICATION:** The CONTRACTOR agrees to indemnify, defend, and save harmless K/T AAA and County of Tulare, and their officers, agents, and employees from any and all claims and losses, including any costs or expenses incurred by K/T AAA and County of Tulare, accruing or resulting to any contractors, 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 contract 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 CONTRACTOR in the performance of this contract, except where such indemnification is prohibited by law.

**14. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between Contractor and K/T AAA, and no prior or oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties. Should there be any conflict between the terms of this agreement and any of the exhibits, the terms of this agreement shall control.

**15. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

**16. NOTICES:**

A. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

**K/T AAA:**

KINGS/TULARE AREA AGENCY ON AGING  
5957 S. Mooney Boulevard  
Visalia, California 93277

**Fax No.: (559) 737-4694    Phone No.: (559) 624-8075**

**CONTRACTOR:**

City of Tulare  
411 E Kern  
Tulare, Ca. 93274

**Fax No.: (559) 685-2329                      Phone No.: (559) 685-2330**

B. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first-class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**17. CONSTRUCTION:** This Agreement reflects the contributions of both parties and, accordingly, the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

**18. NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**19. GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. CONTRACTOR waives the removal provisions of California Code of Civil Procedure section 394.

**20. WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

**21. EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

**22. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

**23. FURTHER ASSURANCES:** In addition to those assurances as set forth in **Exhibit D**, each party will execute any additional documents and perform any further acts as may be reasonably required to effect the purposes of this Agreement.

**24. ASSURANCES OF NON-DISCRIMINATION:** Contractor shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by State or Federal law or regulation.

**25. ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided for in this Agreement, K/T AAA is relying on the personal skill, expertise, training, and experience of Contractor and Contractor's employees, and no part of this Agreement may be assigned or subcontracted by Contractor without the prior written consent of K/T AAA. Furthermore, the Contractor shall monitor, evaluate, and document the performance of any and all sub-contractors.

**26. DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or

some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

**27. SOFTWARE WARRANTY:** Contractor warrants that any software furnished hereunder, or any software used by it to perform the services to be provided under this Agreement, will continue processing accurately for the term of this Agreement and any extension thereof and that the use of said software shall not cause incorrect scheduling or reporting or other improper operations or results.

**28. LICENSING AND CERTIFICATION:** Contractor represents that it maintains necessary licensing and certification to provide the services under contract and agrees to notify K/T AAA immediately should that status cease or should any action be initiated that may affect that status.

**29. EQUIPMENT:**

A. All equipment and/or non-expendable personal property (herein collectively referred to as “equipment”) purchased out of revenues provided under this Agreement shall be the property of the K/T AAA, and shall be managed in accordance with requirements defined in **Exhibit C**, entitled Special Terms and Conditions, which exhibit is made a part of this Agreement by reference. If the cost of such equipment exceeds in whole or in part **FIVE HUNDRED DOLLARS (\$500.00)**, Contractor shall request written pre-approval by the K/T AAA before acquisition. K/T AAA may approve or deny each such request. None of the equipment described in this paragraph, or any equipment owned by K/T AAA in possession of Contractor, may be sold, leased, rented, exchanged, licensed, loaned, or encumbered in any way without prior written permission from K/T AAA. The K/T AAA retains the right of final approval on all equipment transfers.

B. Contractor shall maintain all equipment in good operating condition and shall be responsible for all costs of maintenance and/or repair necessary to maintain said equipment in good operating condition for the normal life of the equipment. Contractor shall further arrange for adequate security measures to protect said equipment from loss or damage due to theft or vandalism, and for self-insurance, which shall name K/T AAA as additional insured and which shall be of sufficient coverage to provide for the replacement value of any said equipment due to damage or loss because of fire, vandalism, theft, or negligence.

**30. CONFLICT OF INTEREST:**

A. Contractor agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interests, including, but not limited to, Government Code section 1090, et seq., and the Political Reform Act, Government Code section 18000 et seq and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including Contractor for this purpose, from the making of any decision on behalf of

K/T AAA in which such officer, employee, consultant, or Contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee, consultant, or Contractor participates in or influences any K/T AAA decision that has the potential to confer any pecuniary benefit on Contractor or any business firm in which Contractor has an interest, with certain narrow exceptions.

B. Contractor agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interest law, it will immediately inform the K/T AAA designated representative and provide all information needed for resolution of this question.

**31. NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS:** By signing this Agreement, Contractor agrees to comply with Title VI and VII of the Civil Rights Act of 1964 as amended; section 504 of the Rehabilitation Act of 1963 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 sections 11135-11139.5, as amended; California Government Code section 12940 (c), (h)(1), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations sections 98000-98413; Title 24 of the California Code of Regulations, section 3105A(e)1 the Dymally-Altore Bilingual Services Act (California Government Code sections 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) Parts 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 programs are nondiscriminatory, to the effect that no person shall, because of ethnic 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 will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and the Contractor hereby gives assurance that administrative methods/procedures that have the effect of subjecting individuals to discrimination will be prohibited.

Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and permit authorized County, State, and Federal government personnel, during normal working hours, to review such books and accounts as needed to ascertain compliance. If there are any violations of this assurance, the State shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider of services, as long as it receives Federal or State assistance.

**32. AVAILABILITY OF FUNDS:** Independent of any other right to terminate set forth in this Agreement, because this Agreement is entered into with the anticipation of certain funds

being available, either locally or from the State or Federal governments, if such funding, for any reason, is no longer available, or in the event that K/T AAA determines that it does not have adequate funding, this Agreement shall terminate by K/T AAA giving written notice of immediate termination or otherwise specifying the effective date of termination.

**33. GRIEVANCE POLICY:** Contractor agrees to document, investigate, and resolve any and all client or potential client complaints relating to K/T AAA services. The Contractor will ensure compliance with the K/T AAA Client Complaint and Grievance Procedure, and ensure that any client complaints are referred to the K/T AAA in accordance with the procedure.

**34. TRANSITION PLAN:** In the event of termination per **Exhibit C** (Special Terms and Conditions, Article XII), the Contractor will develop a Transition Plan as required in **Exhibit D** (Additional Provisions, Article IV).

**35. CULTURAL COMPETENCE AND DIVERSITY:** Contractor shall comply with the Cultural Competence exhibit, as set forth in Exhibit H attached.

**36. STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS:** Contractor shall comply with the State of California's General Terms and Conditions standard contract language, available for reference at:  
<http://www.documents.dgs.ca.gov/pd/traffic/wsca/participatingaddendum/UPSGTC610.pdf>



**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

K/T AAA

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

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## **EXHIBIT A: GENERAL SCOPE OF WORK**

### ARTICLE I. DEFINITIONS

#### A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Child** means an individual who is not more than 18 years of age or who is an individual with a disability. [OAA §372(a)(1)]
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population for Title III 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 LEP, and older individuals residing in rural areas. [OAA §305(a)(2)(E)][22 CCR §§ 7125, 7127, 7130, 7135 and 7638.7]
  - a. Individuals eligible to receive a meal at a congregate nutrition site are:
    - ii. Any older individual.
    - iii. The spouse of any older individual.
    - iv. 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.
    - v. A disabled individual who resides at home with and accompanies an older individual who participates in the program
  - b. Individuals eligible to receive a home-delivered meal are individuals who are:
    - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)]

- ii. A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
  - iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
4. **Older relative caregiver** means a caregiver who is –
- 1. Is age 55 or older; and
  - 2. Lives with, is the informal provider or in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
  - 3. In the case of a caregiver for a child –
    - a. Is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
    - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
    - c. Has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally.
  - 4. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption of the individual with a disability. [OAA 372(a)(2)]
5. **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.
6. **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)]
7. **In-Kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
8. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for contract funding.

9. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).
10. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by the AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior federal fiscal year.
11. **One-Time-Only Funds** means:
  - a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to California Department of Aging (CDA) in the Area Plan Financial Closeout Report [22 CCR 7314(a)(6)]
  - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the CDA [22 CCR 7314(a)(7)]
  - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the CDA as a result of the federal re-allotment process [22 CCR 7314(a)(8)]
12. **Program Development** means activities that either establish a new service or expand or integrate existing services.
13. **Program Income** means revenue generated by the Contractor or the subcontractor from contract-supported activities. Program income is:
  - a. Voluntary contributions received from a participant or other party for services received.
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  - c. Royalties received on patents and copyrights from contract-supported activities.
  - d. Proceeds from sale of goods created under a contract agreement.

14. **Program Requirements** means Title III program requirements found in the Older Americans Act OAA 42 USC §§3001-3058); the Code of Federal Regulations (45 CFR 1321); the California Code of Regulations (22 CCR 7000 et seq.); and California Department of Aging (CDA) Program Memoranda.
  
15. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010. 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 test. [OAA §315(b)(3)]
  - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA §315(b)(4)][Title 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)]
  
16. **Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals, including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010.

## ARTICLE II. SCOPE OF WORK

### A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA, §306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the K/T AAA. A service unit reduction of greater than 10 (10%) percent requires written approval from K/T AAA. A service unit reduction of greater than 20% (20%) is a major change that effects Area Plan goals and objectives and requires Area Plan Amendment. [22 CCR §7306(a)]

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the K/T AAA 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 the OAA, §306(a)(2) and 22 CCR, §7312.
4. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three years or until any audit is resolved, whichever is longer.
5. Meet the requirements under the OAA, §301(a)(1), 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.
6. 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).
7. Provide a continuum of care for the vulnerable eligible service population as required under OAA, §301(a)(1)(C).
8. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA, §301(a)(1)(D).
9. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, §721.
10. Enter into contracts with sub-contractors, which require them to provide services pursuant to Title 22 CCR Sections 7352 through 7364. The Contractor shall ensure all applicable provisions required within this Agreement are included in the subcontract(s).
11. Review, approve and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
12. Monitor, on an ongoing basis, the subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The contractor must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal

programs detected through monitoring and on-site review [CFT 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 will be conducted every two years for all programs including Title III C-1 and Title III C-2.

13. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by K/T AAA that assures all sites are seen systematically.. The K/TAAA Registered Dietitian (RD) will physically inspect each food preparation site and non-food preparation congregate dining site on a quarterly basis. K/T AAA policies and procedures include the following:
  - a. Inspection of non-food preparation nutrition sites at least quarterly.
  - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
  - c. Inspection of central kitchen sites annually on-site. [22 CCR 7634.3(d)]
14. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
15. Provide support and technical assistance to sub-contractor(s) and respond in writing to all written requests for direction, guidance, and interpretation of instructions, to include client and performance data.
16. Distribute and maintain up-to-date CDA and K/T AAA requirements so that all responsible persons have ready access to standards, policies, and procedures.
17. Provide program information and assistance to the public.
18. The K/T AAA maintains a four-year Area Plan, with annual updates, as specified in Title 22 CFR, Sections 7300 through 7320. The Contractor will provide all information when requested by the K/T AAA for inclusion in each annual Area Plan update.
19. Maintain a program data collection and reporting system consistent with K/T AAA requirements as specified in Exhibit D.
20. Contract Title III case management services only to a public or non-profit agency, as required by the 42 United States Code §3026(a)(8)(C).



21. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the AAA, as specified in 42 USC §3026(a)(8)C(i)-(iii).
22. Include the identity of each designated community focal point in subcontracts as specified in 42 USC §3026(a)(3)(B)

<b>Designated Community Focal Point</b>	<b>Address</b>
<b>Tulare County</b>	
Community Services Employment Training (K/T AAA Information Center)	312 NW 3 <sup>rd</sup> Ave., Visalia, CA 93291
Cutler-Orosi Senior Center	Ledbetter Park, 12691 Ave. 408, Cutler, CA 93615
Dinuba Senior Center	437 N. Eaton, Dinuba, CA 93618
Earlimart Senior Center	712 E. Washington, Earlimart, CA 93219
Exeter Senior Center	Carnegie Building, 301 S. E St., Exeter, CA 93221
Farmersville Senior Center	444 N. Gene, Farmersville, CA 93223
Goshen Senior Center	St. Thomas Catholic Church, 6735 Ave 308, Goshen, CA 93291
Hot Springs Capineros Senior Center	41810 Hot Springs Rd., California Hot Springs, CA 93207
Kings/Tulare Area Agency on Aging	5957 So. Mooney Blvd., Visalia, CA 93277
Lindsay Senior Center	911 N. Parkside, Lindsay, CA 93247
Porterville Senior Center	280 N. 4 <sup>th</sup> St., Porterville, CA 93257
Three Rivers Senior Center	Memorial Building, 43490 Sierra Dr., Three Rivers, CA 93271
Tulare Senior Center	201 N. F Street, Tulare, CA 93274
Valley Adult Day Services (formerly Porterville Adult Day Services)	227 E. Oak Ave., Porterville, CA 93257
Woodlake Senior Center	325 E. Antelope,, Woodlake, CA 93286
Visalia Senior Center	310 N. Locust, Visalia, CA 93292

<b>Kings County</b>	
Armona Senior Center	10953 14 <sup>th</sup> Ave., Armona, CA 93202
Avenal Senior Center	108 W. Kings, Avenal, CA 93204
Corcoran Senior Center	800 Dairy Dr., Corcoran, CA 93212
Hanford Senior Center	View Road Apartments, 602 9 ¼ Ave., Hanford, CA 93230
Kings County Commission on Aging	680 No. Campus Dr, Ste D, Hanford, CA 93230
Generations Lemoore Adult Day Care	1075 Blake St., Lemoore, CA 93245
Lemoore Senior Center	789 S. 18 <sup>th</sup> St., Lemoore, CA 93245

23. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
24. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
25. Provide a home-deliver 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 7638.7(c)(1), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
  - c. An individual with a disability who reside 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).
26. Report a meal only once either as a Title III meal or a Title VI meal.
27. Adhere to 48 CFR 3.908 implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections”, of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this agreement.
28. 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 relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage”, “spouse”, “family”, “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.  
[1 U.S.C. 7 §3 of the Defense of Marriage Act]

## **EXHIBIT B: BUDGET DETAIL, PAYMENT PROVISIONS, AND CLOSEOUT**

### ARTICLE I. FUNDS

#### A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources' (CalHR) rules and regulations.

##### In State:

- Mileage –  
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) –  
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging –  
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

##### Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [CCR, 2 §599.615 et seq.]

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

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

#### B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[2 CFR Part 200]

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in [45 CFR §92.2 (governmental) or 45 CFR, §74.21] (non-profits) as well as those stipulated in [2 CFR 200.302]

Financial management:

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

C. Unexpended Funds

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

D. Availability of Funds

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

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an itemized Area Plan Budget (CDA 122). No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the K/T AAA, and the Contractor has received an executed contract.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature or Congress for the purposes of this program, the K/T AAA shall have the option to either:

- Terminate the Contract pursuant to Exhibit C, Article XII, A of this agreement, or
- Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.

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

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to K/T AAA. Interest amounts up to \$500 per year may be retained by the Contractor and Subcontractors for administrative expense. [2 CFR 200.305(b)(9)] [45 CFR 75.305(b)(9)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]

3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(8)] [45 CFR 75.305(b)(8)]

a. The Contractor receives less than \$120,000 in federal awards per year.

b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances

- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

F. Program Income

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

G. One-Time-Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the K/TAAA. All contracts shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR §7352 or through a non-competitive award pursuant to Title 22 CCR §7360
3. Title III and VII federal Program One-Time-Only (OTO) funds shall be used for the following purposes:

- a. The purchase of equipment that enhances the delivery of services to the eligible service population.
  - b. Home and community-based projects that are approved in advance by the K/T AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
  - c. Innovative pilot projects that are approved in advance by the K/T AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45 CFR 1321.53(a)(b)]
  - d. OTO funds can be used to maintain or increase baseline services. However, K/TAAA shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services do not require advance approval from the CDA.
4. Nutrition Services Incentive Program NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.

#### H. Matching Contributions

Matching Contributions means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor
3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.

## ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in G.1 of this Article and shall not be entitled to payment for these expenses until this Agreement and budget have been approved and executed by K/T AAA. .
- B. The budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:



1. Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
  2. Fringe Benefits
  3. Contractual Costs – subcontract and consultant cost detail.
  4. Indirect Costs
  5. Rent – specify square footage and rate.
  6. Supplies
  7. Equipment – detailed descriptions and unit costs.
  8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
  9. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs
  10. Other Costs – A detailed list of other operating expenses.
- C. The Contractor shall submit a budget, which shall be incorporated by reference into the Contract and will have at a minimum, the categories listed in section B above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Modified Total direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all Federal awarding agencies. [2 CFR 200.414(c)(1),(f)] [ 45 CFR 75.414(c)(1),(f)]
  2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
  3. Indirect costs exceeding 10 percent (10%) maximum may be budgeted as in-kind for purposes of meeting minimum matching requirements. Contractors must receive approval from federal awarding agency prior to budgeting the excess indirect cost as in-kind.
  4. For major Institutes of Higher Education and major nonprofit organizations,

indirect costs must be classified within two broad categories: “Facilities” and “Administration”. “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director’s office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

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

### ARTICLE III. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original budget in the format provided by the K/T AAA by the due date specified by the K/T AAA.
- B. The Contractor shall submit electronically a budget revision in the format provided by the K/T AAA by the due date specified by the K/T AAA with changes in funding levels, unless otherwise instructed by K/T AAA.

#### C. Line Item Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. Transfers must be approved in advance by the K/TAAA.
2. The Contractor shall submit a revised budget to the K/T AAA when one or the cumulative line item budget transfer exceeds ten percent (10%) of the total budget for each funding source.
3. The Contractor shall maintain a written record of all budget changes and clearly document line item changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the K/TAAA upon request and shall be maintained in the same manner as all other financial records.

#### D. Allocation Transfers

1. Requests to transfer federal or state funds shall be submitted to the K/T AAA for approval with the original or revised budget.

- a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA §308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA §308(b)(4)(A).
  - b. Transfer of state funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.
2. Approved transfers and budgets will be incorporated by reference into the current Agreement.
  3. Transfer of funds cannot be processed or approved after the end of the specified contract period.

E. Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E is 25 percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, III C, & III D is 10.53 percent (10.53%).
3. The required minimum program matching contribution for Title III E is 25 percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and state funds.
5. Program matching contributions for Title III B, not including Ombudsman, III C, & III D can be pooled to meet the minimum requirement of 10.53 percent (10.53%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.
8. Expend not more than 10 percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than 18 years of age in accordance with OAA §373(g)(2)(C).
9. Limit expenditures for Title III E Supplemental Services to 20 percent (20%) of the total Title III E federal and matching non-federal share.

#### ARTICLE IV. PAYMENTS

- A. The Contractor shall prepare and submit by the 10<sup>th</sup> of each month to the K/T AAA, in electronic format, a monthly expenditure report and request for funds in the format provided by the K/T AAA.
- B. Funds shall be requested in the month following the month of reported services and expenditures.
- C. The K/T AAA shall review requests for payment to ensure consistency with the approved budget and service units reported.
- D. The K/T AAA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the K/T AAA determines that the financial management standards are met.
- E. Advance payments will not be made.

#### ARTICLE V. CLOSEOUT

- A. A Financial Closeout Report and Report of Property Purchased with Agreement Funds shall be submitted annually to the K/T AAA. All reports are due in the format provided by the K/T AAA within 15 calendar days after the end of the fiscal year, unless otherwise specified by the K/T AAA. If a contract is terminated prior to the end of the contract period, all reports are due within 30 calendar days following the termination date of the contract.
- B. Funds will be reduced proportionately to maintain the required matching ratios if Contractor fails to report sufficient match.

## **EXHIBIT C: SPECIAL TERMS AND CONDITIONS**

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

#### A. General Definitions

1. The term “Agreement” or “Contract” shall mean the standard K/T AAA agreement, and all exhibits (if appropriate), amendments and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. “Contractor” means the legal entity that receives funds from the Area Agency on Aging under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “DUNS” means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means Office of Management and Budget.
8. “Cal. Pub. Con. Code” means California Public Contract Code.
9. “Cal. Civ Code” means California Civil Code.
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “HSC” means California Health and Safety Code.
12. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
13. ”Subcontractor” means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in the Agreement.
14. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements that provide for the provision of goods or services under this Agreement.

15. “Vendor” Means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement
16. “U.S.C.” means United States Code.
17. “HHS” means United States Department of Health and Human Services.
18. “OAA” means Older American Act
19. ‘K/T AAA’ means Kings/Tulare Area Agency on Aging.
20. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
21. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
22. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
23. “Recoverable cost” means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

The Contractor shall comply with all applicable program memos and other guidance issued by the CDA. In the event of conflict between the program memos and/or other CDA guidance and the provisions in this Agreement, the provisions in this Agreement shall prevail.

In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:

1. Standard K/T AAA Agreement and any amendments thereto;
2. General Scope of Work, Exhibit A;
3. Special terms and Conditions, Exhibit C;
4. Budget Detail, Payment Provisions and Closeout, Exhibit B, and Additional

- Provisions, Exhibit D, and
- 5. Program Scope of Work, Exhibit G
- 6. Any other documents incorporated herein by reference.

## ARTICLE II. ASSURANCES

### A. Law, Policy and Procedures, Licenses, and Certificates

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

### B. Subcontracts

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

### C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

#### 1. Equal Access to Federally-Funded Benefits, Programs, and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d; 45 CF. Part 80), which prohibits recipients of Federal financial assistance from discriminating against persons of race, color, religion, or national origin.

#### 2. Equal Access to State-Funded Benefits, Programs, and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Government Code §§11135 et seq., and 2 CCR 98000 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, Chapter 182, Statutes. 2006]

3. **California Civil Rights Laws**  
The Contractor shall, ensure compliance with the requirements of California Public Contract Code 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>
4. The Contractor assures the K/T AAA that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 U.S.C. §12101 et seq.]
5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

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

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the K/T AAA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the K/T AAA, and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make a commission in payments in order to obtain this Agreement.



2. For breach or violation of this warranty, the K/T AAA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

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

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

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following acts and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland “Anti-Kickback” Act [18 U.S.C. 874, 40 U.S.C. 3145] [29 CFR, Part 3].
  - b. Davis-Bacon Act [40 U.S.C. 3141 et seq.] [29 CFR 5].
  - c. Contract Work Hours and Safety Standards Act [40 U.S.C. 327-333] [29 CFR, Part 5, 6, 7, 8]
  - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR, Part 60].
2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property to the benefit of the owner except where permitted by law and by the CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the K/T AAA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended [42 U.S.C. 7401].

2. Federal Water Pollution Control Act, as amended [33 U.S.C. 1251, et seq.].
3. Environmental Protection Agency Regulations [40 CFR, Part 29 and Executive Order 11738].
4. State Contract Act [Cal. Pub. Con. Code 10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR 92.35]
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
  - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
2. Contractor shall report immediately to the K/T AAA in writing any incidents of alleged fraud and/or abuse by either Contractor or subcontractors.
3. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the K/T AAA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the K/T AAA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the K/T AAA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders, must also identify the action taken.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the K/T AAA for training and meetings that the K/T AAA may find necessary from time to time.

M. Corporate Status

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

N. Lobbying Certification

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of

any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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 connections with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
  4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
  5. This certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.
  6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- O. The Contractor, and its Subcontractor/Vendors, shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We all Get."

### ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the Kings/Tulare Area Agency on Aging, 5957 S. Mooney Blvd, Visalia, California 93277.

### ARTICLE IV. COMMENCEMENT OF WORK

The Contractor shall not begin work in advance of receipt of the approved contract. If the contract is not approved and the Contractor has begun work, the 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. The K/T AAA has no legal obligation unless and until the contract is approved.

## ARTICLE V. SUBCONTRACTS

- A. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting open and competitive process, and any protests resulting from the process. At a minimum, the procedures shall include the requirements set forth in 22 CCR 7352 . The only exception is contained in 22 CCR 7360(a). A Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)(c)(d).
- B. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- C. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this exhibit, for handling property in accordance with Article VII of this exhibit , and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of the exhibit. Funds for this Agreement shall not be obligated in subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the K/T AAA or the State.
- E. Copies of subcontracts, Memoranda, and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of K/T AAA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this exhibit.
- G. The Contractor shall require language in all subcontractor to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.

- H. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the K/T AAA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the K/T AAA.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the K/T AAA for review and approval
  - 1. The Request For Proposal (RFP) or Invitation For Bid (IFB)
  - 2. All bid proposals received
  - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity.

[22 CCR 7362]

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

- J. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the K/T AAA for training and meetings that the K/T AAA may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D- Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D – Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable regulation.

## ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records, which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the Financial Closeout Report to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article X of this Exhibit. This includes the following: letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and

expenditures hereunder in a form satisfactory to the K/T AAA. All records pertaining to this Agreement must be made available for inspection and audit by the K/T AAA or its duly authorized agents, at any time during normal business hours.

- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A of this Article, above. The Contractor shall ensure that any resource directories and all client records remain the property of the K/T AAA upon termination of this Agreement, and are returned to the K/T AAA or transferred to another Contractor as instructed by the K/T AAA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the state under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- F. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

## ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, used in operation of this Agreement.
  - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
  - 2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
  2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
  3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the above 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.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

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

- E. The Contractor shall keep track of property purchased with funds from this agreement, and submit to the K/T AAA, a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by K/t AAA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

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

1. Date acquired
2. Item description (include model number)
3. CDA and/or K/T AAA tag number
4. Serial number (if applicable)



5. Purchase cost or other basis of valuation

6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the K/T AAA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the K/T AAA. The Contractor shall e-mail to the K/T AAA the electronic version of the Request to Dispose of Property (CDA 248). The K/T AAA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from the K/T AAA, and the K/T AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.

2. Contractor must remove all confidential, sensitive, or personal information from K/TAAA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.

G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by Federal law or regulations or as otherwise agreed by the Parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Contractor has complied with all written instructions from the K/T AAA regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the K/T AAA. The K/T AAA reserves the right to require the Contractor to transfer such property to another entity, or to the K/T AAA.

K. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the K/T AAA will issue specific written disposition instructions to the Contractor.

- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the K/TAAA for other purposes, in this order:
  - 1. Another K/T AAA program providing the same or similar service
  - 2. Another K/T AAA-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the K/T AAA. As a condition of the approval, the K/T AAA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with Federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement

#### ARTICLE VIII. ACCESS

The Contractor shall provide access to the K/T AAA, federal or state contracting agency, California State Auditor, the Comptroller General of the United States, or any of their duly authorized federal or state representatives to any books, documents, papers, and records, of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

#### ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized K/T AAA representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, and procurement audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.

- B. The Contractor shall cooperate with the K/T AAA in the monitoring, and evaluation processes, which includes making any administrative program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs..
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the K/TAAA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

- 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, K/T AAA Staff and any entity selected by State or K/T AAA to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the determined necessary.
- 2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the K/T AAA or federal or State government access to the supporting documentation of said audit firm(s).

The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

- 1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
- 2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:

- a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
- b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
- c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
- d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
- e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

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

1. Contractor Single Audit Reporting Requirements

- a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

Kings/Tulare Area Agency on Aging  
5957 S Mooney Blvd.  
Visalia CA 93277

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
  - c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
  - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

- 4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements
- 5. Contract resolution includes:

- a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
  - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
  - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
- a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
  - b. Records that identify adequately the source and application of funds for each federally funded activity.
  - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
  - d. Comparison of expenditures with budget amounts for each federal award.
  - e. Written procedures to implement the requirements of 2 CFR 200.305.
  - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.  
[2 CFR 200.302 and 45 CFR 75.302]
  - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
  - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512 and 45 CFR 75.512]
  - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]

- c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
  - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
  - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
  9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
  10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
    - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
    - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity’s fiscal year.
      - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
      - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements.

This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR 200.425].

## ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
  2. Comprehensive Automobile Liability Insurance, including non-owned auto liability, of \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement.
  3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission on 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:
    - a. \$750,000 if seating capacity is under 8
    - b. \$1,500,000 if seating capacity is 8 – 15
    - c. \$5,000,000 if seating capacity is over 15
  4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or Errors and Omissions Insurance.
- B. The insurance will be obtained from an insurance company acceptable to the K/T AAA and the County of Tulare Risk Manager (or designee). The K/T AAA and the County of Tulare Risk Manager (or designee) must approve any deductible or self-insured retention that exceeds \$100,000.
- C. Evidence of insurance shall be in a form and content acceptable to K/T AAA and the County of Tulare Risk Manager (or designee) Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A(-) from a

company admitted to do business in California. Any waiver of these standards is subject to approval by the K/T AAA and the County of Tulare Risk Manager (or designee).

- D. The Contractor shall notify the K/T AAA within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. The Certificate of Insurance for General Liability and Comprehensive Automobile Liability Insurance must meet the following requirements:
  - 1. Name K/T AAA and the County of Tulare, its officers, agents, employees and volunteers, individually and collectively, as additional insured by endorsement to the policy.
  - 2. State that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by K/T AAA and the County of Tulare shall be excess.
  - 3. K/T AAA shall be named as the certificate holder and K/T AAA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. Coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to K/T AAA and the County of Tulare, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the K/T AAA and the County of Tulare, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided here in for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the K/T AAA may, in addition to other remedies it may have, terminate this Agreement.
- G. Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the K/T AAA, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- H. Prior to approval of this Agreement by the K/T AAA, the Contractor shall file with the K/T AAA and the County of Tulare, certificates of insurance with the original endorsements effecting coverage in a form acceptable to the K/T AAA. The K/T AAA



and the County of Tulare reserves the right to require certified copies of all required insurance policies at any time.

- I. The contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code, and the Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement [Labor Code Section 3700].

The Certificate of Insurance for Workers Compensation must include a Waiver of Subrogation. CONTRACTOR waives all rights against K/T AAA and the County of Tulare and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability by endorsement to the policy

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

## ARTICLE XII. TERMINATION

### A. Termination Without Cause

The K/T AAA may terminate performance of work under this Agreement in whole or in part, without cause, if the K/T AAA determines that a termination is in the K/T AAA's interest. The K/T AAA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the notice. The Contractor shall submit to the K/T AAA a Transition Plan as specified in Exhibit D. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

### B. Termination for Cause

The K/T AAA may terminate, in whole or in part, for cause the performance of work under this Agreement. The K/T AAA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to the threat to life, health or safety of the public and in that case the termination shall take effect immediately. The Contractor shall submit to the K/T AAA a

Transition Plan as specified in Exhibit D. The grounds for termination for cause will include but are not limited to the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately
2. A violation of the law or failure to comply with any condition of this Agreement
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
4. Failure to comply with reporting requirements
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the K/T AAA or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income
9. The commission of an act of bankruptcy
10. Finding of debarment or suspension
11. The Contractor's organizational structure has materially changed
12. The K/T AAA determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

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

The Contractor shall:

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

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the K/T AAA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the K/T AAA or upon thirty (30) days written notice to the K/T AAA

In case of voluntary termination, the Contractor shall allow the K/T AAA up to 180 days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit D of this agreement.

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

### ARTICLE XIII. REMEDIES

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

#### ARTICLE XIV. DISSOLUTION OF ENTITY

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

#### ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

#### ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the K/T AAA for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the K/T AAA on the Contractor's letterhead.
- C. All other notices shall be addressed to the Kings/Tulare Area Agency on Aging, 5957 S. Mooney Blvd, Visalia, California 93277. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

#### ARTICLE XVII. K/T AAA CONTACT

- A. The K/T AAA will provide the Contractor with the name of the K/T AAA's contact to request revisions, waivers, or modifications affecting this Agreement, upon full execution of this Agreement.

- B. The Contractor shall designate an individual to serve as the primary point of contact for K/T AAA. Contractor shall notify K/T AAA when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to K/T AAA inquiries within two (2) K/T AAA business days.

## ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

### A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the health Insurance Portability and Accountability Act (HIPAA), (i.e. public, confidential, sensitive and/or personal identifying information) as specified in State Administrative Manual, Section 5300-5365.3, GC Section 11019.9, Department of General Services (DGS) Management Memo 06-12, Department of Finance (DOF) Budget Letter (06-34), and Program Memorandum 07-18 Protection of Information Assets, and the Statewide Health Information Policy Manual.

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

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cell phones, printers, scanners
5. Networks (LAN, WAN WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases.

### B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media) and/or electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives, and backup media).

### C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws,

regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

2. The Contractor, and its Subcontractors/Vendors shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. “Personal Identifying information” shall include, but not be limited to, name, identifying number, social security number, state driver’s license or state identification number, financial account numbers, symbol or other identifying characteristics assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor’s obligations under this Agreement. The Contractor and its subcontractor are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
5. The Contractor, and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the K/T AAA without prior written authorization from the K/T AAA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor’s employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer’s employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to K/T AAA and/or CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPPA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant Government Code 11019.9 and to the contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the contract.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The contractor and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

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

K. Provisions of this Article

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

## ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

### A. Copyrights

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

### B. Rights in Data

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



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

## ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

[GC §11135-11139.5]

[Title 22 CCR Sections 98211, 98310-98314, 98324-98326, 98340-98370]

### A. Needs Assessment

1. The Contractor will assist the K/T AAA in conducting a cultural and linguistic group-needs assessment of the eligible client population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

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

- a. Number or proportion of persons with Limited English Proficiency (LEP) speaking persons 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 the Contractor.

The group-needs assessment will serve as the basis for Contractor’s determination of “reasonable steps” and provide documentary evidence of compliance with Government Code section 11135 et seq., 2 CCR 11200 et seq., and 22 CCR 98300 et seq.

2. The Contractor will assist the K/T AAA in preparing a report of the findings of the group-needs assessment that summarizes:
  - a. Methodologies used.
  - b. The linguistic and cultural needs of non-English speaking or LEP groups.
  - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR §98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. (Title 22 CCR Section 98310, 98313)

B. Provision of Services

1. Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision A of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement [2 CCR §11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff
  - b. Contracts with interpreter services
  - c. Use of telephone interpreter lines
  - d. Sharing of language assistance materials and services with other providers
  - e. Translated written materials, including but not limited to, enrollment information and descriptions of available services and programs
  - f. Referral to culturally and linguistically appropriate community service programs
3. Based on the findings of the group needs assessment, Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [2 CCR §11162]

4. The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR §98310]
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 §98370]
6. Noncompliance with this section may result in suspension or termination of funds and/or termination of the Agreement [22 CCR §98370]

C. Compliance Monitoring

1. Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR §98310]
2. Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate service. [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 the K/T AAA's procedure for filing a complaint and other information regarding the provisions of Government Code §11135 et seq. [22 CCR §98326]
3. Contractor shall notify the K/T AAA immediately of a complaint alleging discrimination based on a violation of State or federal law. [2 CCR 11162, 22 CCR § 98310, 98340]

## **EXHIBIT D: ADDITIONAL PROVISIONS**

### **ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT**

#### **A. General Assurances**

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the K/T AAA makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 74, "Procurement Standards," (procurement by Contractors and subcontractors for nonprofit organizations), and 45 CFR 92.36, (procurement for State and local governments), as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 92.36.
4. The K/T AAA assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
  - a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-Federal share, does not exceed \$30,000.
  - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
  - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.

6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.
7. Any agency awarded Title III funds for senior center acquisition or construction has a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. K/T AAA funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and Federal laws and regulations.
9. The Contractor and/or subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA §373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the K/T AAA or its contractors.
11. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "older relative caregiver" [OAA 373(a)-(b)]
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver: and "grandparent caregiver" [OAA §373(a)(b)], unless the K/TAAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal State, or local funds expended by a state or unit of general purpose local government to provide Title III (excluding III E), and Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental Services Regional Centers, Department of Mental Health Caregiver Resource Centers and other Title III funded providers.
15. Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements: [OAA §315(b)]:

- a. Any Contractor for any Title III or Title VII services shall not use means tests.
  - b. Any Title III or Title VII client that does not contribute toward the cost of the services received shall not be denied services.
  - c. Methods to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.
  - d. Each service provider will:
    - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
    - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
    - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
    - (iv) Establish appropriate procedures to safeguard and account for all contributions.
    - (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
16. Cost sharing shall not be implemented for any Title III or Title VII service until so notified by the K/T AAA.
17. The Contractor shall participate in the preparation and implementation of a disaster plan that ensures provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquakes or floods. This plan shall be coordinated with the overall County Office of Emergency Services Plan and shall conform to any statewide requirements issued by the CDA or any other appropriate federal agency.
18. The Contractor shall notify the K/T AAA's Disaster Coordinator annually, or whenever a change occurs, the name of the individual responsible for Disaster Coordination.
19. The Contractor shall assure that Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR §7547, the training shall consist of:
- a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.

- b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
  - c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities.
20. The Contractor shall not require proof of age or citizenship or disability as a condition of receiving services.
  21. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
  22. The Contractor shall annually assess the Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA §339(2)(J)] [OAA §207(a)(3)].

## ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports in accordance with K/T AAA requirements to the .Kings/Tulare Area Agency on Aging, 5957 S. Mooney Blvd, Visalia, CA 93277. [WIC §9102(A)(5)]
- B. The Contractor shall have written reporting procedures to assure that all submitted performance data is timely, complete, accurate, verifiable and specific to each program which include:
  1. Collection and reporting of program data for the K/T AAA;
  2. Ensuring accuracy of data from the intake/assessment process through reporting to the K/T AAA;
  3. Verification of data prior to submission to the K/T AAA;
  4. Correction procedures; and
  5. A method for collecting and reporting estimated unduplicated client counts (if applicable) and demographics for each non-registered service, total non-registered services, and total for all services (registered and non-registered).
- C. The K/T AAA shall train and orient Contractor's staff regarding program data collection and reporting requirements.
- D. The Contractor shall assure that all data submitted is timely, complete, accurate, and verifiable using the K/T AAA-approved reporting procedures on the following schedule:

1. 10<sup>th</sup> Day Each Month: Monthly service reports, expenditure reports and request for funds are due the 10<sup>th</sup> of the month following the month of service.
2. 30 days following the end of the reporting period. Quarterly narrative performance report.
3. February 15: Annual negotiated budgets and service units for the following fiscal year (to be included in the K/T AAA Area Plan update).
4. July 15: Final monthly expenditure report and request for funds, must be marked 'final', year-end closeout, and Report of Property Purchased
5. K/T AAA will provide all reporting templates to Contractor.
6. All client and program data must be kept in a locked file cabinet or storage area and be made available for review by K/T AAA upon request. This may include, but not be limited to:
  - a. NAPIS Client Intake Sheets.  
K/T AAA is required to adhere to the National Aging Program Information System (NAPIS) data collection requirements by collecting and reporting specified data for all clients that receive registered services. K/T AAA will provide intake sheets.
  - b. Meal Rosters  
The Meal Roster is a tool that is used to account for all clients receiving a meal, per nutrition site. This includes Home Delivered and Congregate meal clients. Meal Rosters for each nutrition site will be printed out from the computerized client tracking system, CARS.

E. The Contractor shall have written reporting procedures specific to each program. K/T AAA will provide procedures and/or provide guidance and approved methodologies for these procedures; and will approve all procedures:

1. Collection and reporting of program data for the Contractor and subcontractor
2. Ensuring accuracy of all data from the Contractor and subcontractor
3. Verification of Contractor and subcontractor data prior to submission to the K/T AAA Data Team.
4. Procedures for the Contractor and subcontractor on correcting data errors.
5. A methodology for calculating and reporting:



- a. Total estimated unduplicated clients in each non-registered service.
  - b. Total estimated unduplicated clients in all non-registered services.
  - c. Total estimated unduplicated clients across all registered and non-services; and
6. Performance data monitoring process
- F. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The K/T AAA Data Team will be available to provide guidance for data collection training. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

### ARTICLE III. APPEAL PROCESS

- A. If the Contractor disputes the administration of this Agreement, either fiscal or non-fiscal, the Contractor shall appeal the dispute to the Director of the K/T AAA. If the Contractor is not satisfied with the decision of the Director, the Contractor can appeal to the Governing Board. If the Contractor is not satisfied with the decision of the Governing Board, the Contractor can use the appeal procedure established by the CDA in Title 22 CCR, Sections 7700 through 7710. Unless the CDA notifies the Contractor of a different stated time, the Contractor shall file an appeal within thirty (30) days of the Governing Board's decision.
- B. Subcontractors of the contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in Title 22 CCR, Sections 7700 to 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I Code Section 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

### ARTICLE IV. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to the K/T AAA within 15 (15) days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit C of this Agreement) of a service funded either by Title III or Title VII. The transition plan must be approved by the K/T AAA and shall at a minimum include the following:
1. Description of how clients will be notified about the change in their service provider.

2. A plan to communicate with other organizations that can assist in locating alternative services.
  3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
  4. A plan to evaluate clients in order to assure appropriate placement.
  5. A plan to transfer any confidential medical and client records to a new contractor.
  6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
  7. A plan for adequate staff to provide continued care through the term of the contract. [22 CCR §7206(e)(4)]
  8. A full inventory and plan to dispose or transfer or return to the State all equipment purchased during the entire operation of the contract.
  9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the K/T AAA. The K/T AAA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Article XII of Exhibit C of this Agreement, the Contractor shall implement a transition plan submitted by the K/T AAA to the Contractor following the Notice of Termination.

## **EXHIBIT E: HIPAA REQUIREMENT**

(Update version 04/09/13)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
1. **Business Associate** shall mean CONTRACTOR.
  2. **Covered Entity** shall mean K/T AAA (Kings/Tulare Area Agency on Aging).
  3. **Individual** shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  4. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  5. **Protected Health Information** shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
  6. **Required by Law** shall have the same meaning as the term “required by law” in 45 CFR 164.501.
  7. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his designee.
- B. Obligations and Activities of CONTRACTOR
1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
  2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
  4. CONTRACTOR agrees to report to K/T AAA any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of K/T AAA agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of K/T AAA, and in the time and manner requested by K/T AAA, to Protected Health Information in a Designated Record Set, to K/T AAA or, as directed by K/T AAA, to an Individual in order to meet the requirements under 45 CFR 164.524.
6. CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the K/T AAA directs or agrees to pursuant to 45 CFR 164.526 at the request of K/T AAA or an Individual, and in the time and manner requested by K/T AAA.
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, K/T AAA to the K/T AAA, in a time and manner requested by K/T AAA for purposes of determining CONTRACTOR'S and/or K/T AAA'S compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for K/T AAA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
9. CONTRACTOR shall provide to K/T AAA or an individual, in time and manner designated by K/T AAA, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528

C. General Use and Disclosure Provisions:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, K/T AAA, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by K/T AAA or the minimum necessary policies and procedures of the K/T AAA.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to K/T AAA as permitted by 42 CFR 164.504(e)(2)(i)(B).
4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

E. Obligations of K/T AAA

1. K/T AAA shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of K/T AAA in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of Protected Health Information.
2. K/T AAA shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information.
3. K/T AAA shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that K/T AAA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

F. Permissible Requests by K/T AAA:

Except as otherwise provided herein, K/T AAA shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by K/T AAA

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for K/T AAA to comply with the

requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.

3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit K/T AAA to comply with the Privacy Rule.

**EXHIBIT F: CONTRACT AWARD AND UNITS OF SERVICE**

**TOTAL FUNDING AWARD: \$110,240**

**FUNDING AWARDED BY SERVICE CATEGORY**

**TITLE III C-1: CONGREGATE NUTRITION**

**Funding: \$64,165**

<b>Activity</b>	<b>Measure</b>	<b>Contracted Units</b>
Congregate Meals	# of Meals	10,000
Nutrition Education	# of Sessions per participant	120

**TITLE III C-2: HOME DELIVERED NUTRITION**

**Funding: \$46,075**

<b>Activity</b>	<b>Measure</b>	<b>Contracted Units</b>
Home Delivered Meals	# of Meals	6,500
Nutrition Education	# of Sessions per participant	25

## **EXHIBIT G: PROGRAM SCOPE OF WORK**

**This Exhibit includes a general description of K/T AAA services. Refer to Exhibit F for specific contracted service units and activities to be provided under this agreement.**

### **SCOPE OF WORK: TITLE III-C: SENIOR NUTRITION SERVICES**

This Scope of Work contains the measurable objectives mandated by the Kings/Tulare Area Agency on Aging (K/T AAA) and the California Department of Aging (CDA) required of the Senior Nutrition Program (SNP)

A full description of the senior nutrition program is available at:

California Code of Regulations; Title 22; Div.1.8; Chapter 4; Article 5

<http://www.calregs.com/linkedslice/default.asp?SP=CCR-1000&Action=Welcome>

#### **I. Program Goal**

The goal of the Senior Nutrition Program is to provide nutrition services to individuals sixty (60) years or older that promote physical, psychological and social well-being, and reduce isolation through programs coordinated with nutrition-related supportive services.

#### **II. Unit of Service**

Congregate Nutrition:	One (1) meal is counted as one (1) Service Unit
Home-Delivered Nutrition:	One (1) meal is counted as one (1) Service Unit
Senior Center Activity:	One (1) hour provided to one (1) person is counted as (1) Service Unit. (i.e. 1 hour of bingo with 50 persons = 50 hours or 50 service units)

#### **III. Area To Be Served**

Congregate Meal Services must be provided, at a minimum, in the following Tulare County communities:

Tulare

Home Delivered Meals shall be provided throughout the City of Tulare, based on assessed needs of clients.

#### **IV. Scope of Services**

##### **A. Eligibility for Nutrition Services**

1. Congregate Meals – Individuals eligible to receive a meal at a congregate nutrition site are:
  - Any older individual



- The spouse of any older individual
  - 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.
  - A disabled individual who resides at home with and accompanies an older individual who participates in the program
2. Volunteer Meals – A volunteer under age sixty (60) may be offered a meal if doing so will not deprive an older individual of a meal.
  3. Home-Delivered Meals – Individuals eligible to receive a home-delivered meal are:
    - a. Any older individual who is frail, as defined below, and homebound by reason of illness, disability, or isolation:  
 “Frail” means that an older individual is determined to be functionally impaired because the individual either:
      - 1) Is unable to perform at least two (2) activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision.
      - 2) Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.
    - b. A spouse of a person in sub-section (a.1) above, regardless of age or condition, if an assessment concludes that it 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 in sub-section (a.1) above.

**B. Requirements for Nutrition Services**

1. Congregate Meals
  - a. Each Congregate Meal Provider shall:
    - 1) Not preclude the service of a meal to a participant who has failed to make a reservation when food is available.
    - 2) Ensure that a Client Intake Sheet (provided by K/T AAA) is completed for each participant on the first day of service and annually thereafter.

- 3) Ensure that a Nutritional Risk Assessment (provided by K/T AAA) is completed for each participant on the first day of service and annually thereafter.
  - 4) Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by K/T AAA.
- b. Each Congregate Meal site shall meet all of the following:
- 1) Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that SNP activities are taking place.
  - 2) Have restrooms, lighting, and ventilation, which meet the requirements of CRFCL.
  - 3) Have equipment, including tables and chairs that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization.
2. Home-Delivered Meals
- a. Determine the level of need for home-delivered nutrition services of each eligible participant.
- 1) Ensure that a Client Intake Sheet (provided by K/T AAA) is completed for each participant on the first day of service and quarterly thereafter. An initial determination of eligibility may be accomplished by telephone. Subsequent quarterly contact to complete the Intake Sheet is primarily to determine if there have been changes in the participant's living situation and level of need. Quarterly contact must be made in the home of the client at least every other quarter, and intervening quarterly contacts made by telephone.
  - 2) Ensure that a Nutritional Risk Assessment (provided by K/T AAA) is completed for each participant at initiation of services and annually thereafter. Annual reassessment should coincide with the quarterly contact being made to update the client's Intake Sheet, in the home of the client. Participants in need of nutrition-related supportive services should be referred as necessary.
- b. Provide written instructions, in the language of the majority of the participants, for handling and re-heating of the meals.
- c. Establish a waiting list for home-delivered meals whenever the home-delivered meal providers are unable to provide meals to all

eligible individuals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, shall be based on greatest need and-or in accordance with policy established by the home-delivered meal provider, in consultation with K/T AAA.

- d. Provide home-delivered meals in pre-packaged divided trays (hot or frozen meals).
- e. Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by K/T AAA.

**C. Nutrition Education Services**

- 1. Nutrition Education shall be provided a minimum of four (4) times per year to participants in congregate and home-delivered meal programs.
  - a. Nutrition Education for congregate sites is defined as demonstrations, presentations, lectures or small group discussions, all of which may be augmented with printed materials.
  - b. Nutrition Education for home-delivered meal participants may consist solely of printed material that is in conjunction with a congregate meal Nutrition Education presentation.
  - c. Nutrition Education materials will be developed and approved by the K/T AAA Registered Dietician (RD) and delivered to congregate and home delivered meal participants by the Contractor.
  - d. Service units shall be documented and reported to the K/T AAA.
- 2. Nutrition Education shall be based on the particular need of congregate and home-delivered meal participants.

**D. Special Events**

Provide as needed or required by K/T AAA special catered meals to senior groups and/or meetings at pre-designated locations. The K/T AAA will provide a minimum advance notice of not less than 10 days.

**E. Requirements for Senior Center Activities**

Provide activities designed to enable older individuals to attain and/or maintain physical and mental well-being. Activities must be provided at Senior Congregate Meal locations, and may also be offered at other locations. Funding is available through Title III-B for these activities. Refer to Title III-B Scope of Work (Attachment A-1) for details.

**F. Staffing**

- 1. Manager or Director

- a. The SNP provider shall have a manager on staff who shall conduct the day-to-day management and administrative functions of the SNP, and either have at least one of the following qualifications:
  - 1) Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years experience as a food service supervisor, or,
  - 2) Demonstrate experience in food service, such as, but not limited to, cooking in a restaurant, and within twelve (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at a college level. Prior to completion of meeting the hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian, or
  - 3) Two years experience managing food services. Such experience shall be verified and approved by a registered dietitian prior to hire, or assuming the manager position.

2. Personnel – Paid Staff/Volunteers:

- a. There shall be sufficient qualified paid staff or volunteer staff with the appropriate education and experience to carry out the requirements of the SNP. The total number of staff should be based on the method and level of services provided and size of the service area.
- b. Contractor is encouraged to hire multi-lingual/multi-cultural staff to increase low-income and ethnic minority program participation in accordance with federal mandates.
- c. Preference shall be given to hiring older individuals subject to the qualifications of the position.
- d. Contractor shall recruit for vacant positions in an open and competitive application process free of discriminatory questions. Written job descriptions for all paid and volunteer staff shall be maintained.
- e. Contractor shall complete a written work performance evaluation on all paid and volunteer staff at least annually.
- f. All paid staff that will be handling food must possess a current Food Handlers Card. Volunteers used routinely in the food service operation should also possess a current Food Handlers Card.
- g. At each facility, at least one person (paid staff or volunteer) who is routinely involved in the food service operation in some way must have a Food Safety Certificate.

- h. Volunteers shall be recruited and used in any phase of the program operation where qualified.
  - i. Volunteers shall be screened and selected through a formal process that assesses their capabilities.
  - j. Volunteers that are paid through other job training programs are not considered volunteers and must be paid the agreed upon rate charged for regular paid staff.
  - k. The SNP Provider shall maintain a written Volunteer Policy that describes how volunteers are recruited, screened, what topics they are taught at orientation, and how often their performance is evaluated.
3. Registered Dietitian
- a. The K/T AAA Registered Dietitian will provide assistance to the SNP Provider to establish and administer nutrition services in accordance with Section 339 of the OAA, and follow the general requirements in Title 22, Division 1.8, Section 7500.
  - b. The Registered Dietitian will provide the following activities to meet the mandated requirements:
    - 1) At a minimum, quarterly inspection for safe food handling and sanitation practices of food facilities.
    - 2) Review and approve the content of staff training prior to presentation.
    - 3) Review and approve the cycle menus.
    - 4) Provide input, review, and approve the Nutrition Education Plan prior to presentation.
    - 5) Provide technical support and assistance as needed.

**G. Staff Training Activities**

- 1. A yearly written Staff Training Plan shall be developed, implemented, and maintained on file by the SNP Provider, as required in Title 22, Division 1.8, Section 7636.7 (c).
- 2. The K/T AAA Registered Dietitian shall review and approve the content of the Plan prior to its presentation.
- 3. The Staff Training Plan must identify who is to be trained, who will conduct the training, content of the training, and when it is scheduled.
- 4. A copy of the Staff Training Plan that has been approved by the K/T AAA's Registered Dietitian must be submitted to K/T AAA by September 1<sup>st</sup> of the FY in which services are being provided. The K/T AAA approved Staff Training Plan must be kept on file.

5. A minimum of four (4) hours of staff training shall be provided annually for paid and volunteer food service staff, including congregate and home-delivered meal staff.
6. Training sessions shall be evaluated by those receiving the training.
7. The SNP Provider shall maintain documentation of each training session on file. Documentation includes, but is not limited to, sign-in sheets, agendas, handouts, and completed evaluations.
8. All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Training, at a minimum, shall include:
  - a. Food safety, prevention of food borne illness, and HACCP principles.
  - b. Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
  - c. Elder Abuse Law and reporting procedures.

**H. Senior Participants**

1. Satisfaction Survey

- a. The SNP Provider shall conduct a Client Satisfaction Survey at least annually. The Survey instrument must be approved by K/T AAA prior to its use, and all findings from the Survey must be used to improve services. The Provider must keep the completed Surveys and the tabulated results on file. A copy of the tabulated results must be submitted to K/T AAA by March 1<sup>st</sup> of the FY in which services are being provided.
- b. The SNP Provider shall conduct Meal Satisfaction Surveys on a pre-designated frequency. The K/T AAA will provide assistance to the SNP Provider in establishing this process.

2. Complaint Procedures

The Contractor shall have a written Complaint Procedure for seniors who wish to file a complaint or grievance about the provision of services from the Contractor, pursuant to CCR Title 22, Section 7400.

<http://www.calregs.com/linkedslice/default.asp?SP=CCR-1000&Action=Welcome>

The Contractor will follow the K/T AAA complaint resolution procedures.

**I. Menu Planning**

1. Contractors will comply with all Meal Guidelines and Nutritional Requirements (refer to Section V of this Attachment)
2. A copy of the certified menu must be posted in a spot conspicuous to clients at each congregate site.
3. Copies of menus shall be made available to the participants upon request.

**J. Food Procurement**

1. Food procurement procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
2. All food shall be of good quality and shall be obtained from sources that conform to Federal, State, and local regulatory standards for quality, sanitation, and safety.
3. To the extent possible, providers are encouraged to participate in group food purchasing.
4. A comparative cost analysis shall be performed either by the SNP Provider or its group purchasing organization on an on-going basis to obtain the highest quality food for the lowest price available.

**K. Food Storage**

1. Food storage procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
2. Adequate and suitable space free from vermin, dirt, and contamination or adulteration shall be provided for the storage of food and beverages, and cooking, serving, and eating supplies.

**L. Food Production**

1. Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
2. Food production and meal service shall be under the supervision of a trained staff in food service management to ensure food service sanitation and the practice of hygienic food handling techniques are followed. This person shall function with the advice of a Registered Dietitian.
3. Meals shall be served as indicated on the certified menus. In the event that a menu substitution must occur, the following procedure must be followed:
  - a. A Registered Dietitian must approve all menu substitutions.
  - b. A Menu Substitution Form must be completed and signed by a Registered Dietitian.
  - c. The completed Menu Substitution form shall be kept on file for K/T AAA review.
4. Production Control
  - a. Production schedules or worksheets must be available in the food preparation area.
  - b. Food shall be prepared in sufficient quantities to serve all participants. Careful planning shall minimize the leftover food and prevent waste.

- c. Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
  - d. Appropriate utensils for correct and consistent portion control shall be available and used at each site.
5. Meal Service/Temperature Monitoring
- a. All food for congregate sites shall be packaged and transported in a manner in which it is protected from potential contamination and maintains appropriate hot and cold food temperatures.
  - b. Meals shall be served to seniors “offer versus serve” – meaning participants are to be given an opportunity to decline a menu item. Food trays shall not be served ahead of time.
  - c. Temperature Checks
    - 1) All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked daily immediately prior to dispatch from the central kitchen.
    - 2) All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked at satellite congregate sites upon delivery and at all congregate sites immediately before meal service.
    - 3) The SNP Provider must have written procedures for monitoring food temperature.
    - 4) The SNP Provider must use a form to document food temperatures daily (i.e. Food Temperature Log).
    - 5) The SNP Provider shall have a staff member review the completed Food Temperature Logs at random a minimum of every other month. If problems are discovered, an action plan must be developed to resolve the issue.
    - 6) All completed Food Temperature Logs must be maintained on file for K/T AAA review.
  - d. To maintain quality in prepared foods, holding times shall be kept to a minimum. Long periods of holding hot foods diminishes the nutrient content and palatability of foods.
  - e. Holding time shall not exceed 4 hours between the end of production and the beginning of food service at the congregate site. If prepared at the Congregate Meal site, holding time should not exceed 2 hours.
  - f. Milk and milk products shall be provided in individual, commercially filled containers, or shall be poured by a staff member directly from commercially filled bulk containers into the glass or cup from which it is consumed.



- g. Single service utensils and tableware shall be used one time only and then discarded.
- h. ‘Take home’ meals from a congregate meal site may be authorized only under limited circumstances. The SNP Provider must first develop a clear written policy and process for this contingency based on criteria established by the K/T AAA.

**M. Food Service Requirements**

- 1. The SNP Provider shall maintain the following records at each nutrition site, and retain them for a pre-designated period.
  - a. Food Temperature Log – one should be available for congregate meals and one for home delivered meals if hot foods are delivered to the client
  - b. Cleaning Schedule.
  - c. Equipment Temperature Log – for all dish machines, refrigerators, and freezers.
  - d. Production Schedule – applicable only if food is cooked at the site.
- 2. The current Environmental Health inspection shall be available at the site for review.
- 3. Staff who are handling food shall possess a current Food Handlers’ Card that shall be available for review. Volunteers used routinely in the food service operation should also possess a current Food Handlers Card.
- 4. Meal delivery vehicles and meal delivery equipment shall be maintained to meet sanitary food standards for the delivery of food.

**N. Program Requirements**

- 1. Client Intake Sheets
  - a. The SNP Provider will ensure that each participant completes the Client Intake Sheet and Nutritional Risk Assessment form (provided by K/T AAA) to determine his or her level of nutritional risk.

*Client Intake Forms shall be completed:*

- 1) Congregate Meal Participants – at the beginning of service and then annually thereafter for clients who remain on the program.
- 2) Home-Delivered Meal Participants – at the beginning of service and then quarterly thereafter for clients who remain on the program.

*Nutritional Risk Assessment Forms shall be completed:*

- 1) Congregate and Home-Delivered Meal Participants – at the beginning of service and then annually thereafter for clients who remain on the program.
  - b. SNP Providers will enter quarterly and annual intake data into the CARS System in a timely manner, which will be defined by the K/T AAA during initial training.
2. Outreach/Marketing Activities
  - a. SNP Providers are required to provide outreach in the community through community organizations and other groups. All outreach and marketing activities shall be documented and kept on file for the annual monitoring visit conducted by K/T AAA.
  - b. SNP Providers shall develop and have handouts, brochures, and/or signs available in languages other than English and posted in locations such as churches, community service locations, and small stores serving the minority communities.
3. Emergency Procedures
  - a. SNP Providers shall have a written Emergency/Disaster Plan.
  - b. Each nutrition site shall have an evacuation plan posted identifying the emergency exits and assembly areas.
  - c. Staff must be knowledgeable of emergency procedures.
  - d. Where feasible and appropriate, SNP Providers shall make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C., Chapter 68, Section 5122(2). Such arrangements shall be included in the Emergency/Disaster Plan.
4. Donations and Confidentiality
  - a. An eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal. The established suggested donation amount is \$2.50 per meal.
  - b. Guests will pay actual cost for a meal.
  - c. A sign indicating the suggested donation for eligible individuals and for guests shall be posted near the contribution container at each congregate meal site.
  - d. The SNP provider shall inform Home Delivered Meal clients of the opportunity to contribute donations, and shall maintain a process for collecting donations from them.
  - e. No eligible individual shall be denied participation because of failure or inability to contribute. This shall be posted in a visible location.

- f. The SNP Provider shall ensure that the amount of the eligible participant’s contribution is kept confidential.
  - g. The SNP Provider shall establish written procedures to protect contributions and fees from loss, mishandling, and theft (i.e. Contribution/Donation Procedures). Such Procedures shall be kept on file for K/T AAA review.
  - h. All contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.
5. “No Soliciting” Sign
- a. The SNP Provider shall ensure that a “No Soliciting” sign is posted on the door leading to the congregate nutrition site. No soliciting of any kind is permitted on the premises during the lunch hours for services or goods promoted by businesses.
6. Coordination
- a. If applicable, develop a fair and equitable policy and procedure for referring participants to the appropriate transportation provider for securing public transportation to and from nutrition sites and have the policy available for review by K/T AAA.
  - b. Include the following statement on all advertising, brochures, poster, etc., **“Funding for this service has been provided by the Kings/Tulare Area Agency on Aging through a grant award from the California Department of Aging”**
  - c. Coordinate service with other County departments and local agencies by providing time for presentations or special activities that promote a community based system of care for the participants attending nutrition sites.

**V. Nutritional Requirements and Meal Guidelines**

The contractor will need to ensure that the meal provider vendors are meeting the following guidelines and requirements. The K/T AAA registered dietician will assist the contractor with this requirement.

**Guidelines and Requirements**

When planning meals, the Older American’s Act (Section 339), the California Daily Food Guide and the Dietary Guidelines for Americans (DGA) are to be considered.

[http://www.aoa.gov/AoARoot/AoA\\_Programs/OAA/oa\\_full.asp#\\_Toc153957702](http://www.aoa.gov/AoARoot/AoA_Programs/OAA/oa_full.asp#_Toc153957702)

<http://www.dhcs.ca.gov/formsandpubs/publications/Pages/CFGTableofContents.aspx>

<http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm>

- A.** Each daily meal pattern shall meet the minimum one-third (1/3) of the Dietary Reference Intake (DRI) requirements.
- B.** Menus must be written for at least a 5-week cycle and should be modified seasonally.
- C.** Health, cultural, ethnic, and regional dietary practices shall be considered in menu planning, food selection, and meal preparation.
- D.** When preparing the meals, the use of complex carbohydrates and high fiber foods should be increased, and the use of high fat and high sodium foods, such as meal flavorings, stocks, low-fat sauces, cheeses, and gravies, should be decreased.
- E.** Baking, boiling, and steaming of foods is strongly recommended over deep-frying.
- F.** Total fat intake should be kept between 20 to 35 percent of calories, with most fats coming from sources of polyunsaturated and monounsaturated fatty acids such as fish, nuts, and vegetable oil.
- G.** An average of 550-750 calories per meal should be provided.
- H.** The menu cycle must be reviewed and approved by K/T AAA's Registered Dietitian. Menus should be submitted to the Registered Dietitian forty-five (45) days prior to the menu start date. Menus will be returned to the Provider at least fifteen (15) days prior to the menu start date.
- I.** Contractor shall provide a detailed nutritional meal analysis that complies with the dietary guidelines and DRI nutrition requirements as demonstrated by Table 1—Target Nutrients (below). Analysis shall be completed for each monthly meal plan and be reviewed and approved in advance by the K/T AAA dietitian. If a nutritional analysis is not feasible, then component menu planning may be used (reference Table 2, below). Providers should focus on:
- Vitamin A
  - Vitamin C
  - Protein
  - Fat
  - Sodium
  - Fiber
- J.** Not all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions.
- K.** The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; carbohydrates; total fat; saturated fat; total fiber; vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, and B12; calcium; chromium; copper; iron; magnesium; sodium; and zinc.
- L.** The California 1600-calorie component meal pattern has been developed to reflect the DGA requirements for those programs that are not using computerized nutrient analysis.

- M.** The ENP Provider has the discretion to allow occasional flexibility in planning requirements, with the approval of the K/T AAA dietician. Fortified food products and combination dishes used in a menu may not match the meal pattern, but may provide for the required nutrient values. For example, a fortified snack bar as a dessert could be used to boost the nutrient value of a boxed lunch or special occasion meal.

### **Meal Requirements (Components)**

- A.** Protein - A minimum of 2.0 ounces of cooked, edible lean meat or alternative providing at least 14 grams of protein, such as meat, fish, poultry, legumes, eggs, or cheese.
- Ground beef shall not have a fat content in excess of 20% and may be used in entrees no more than twice a week.
  - Roast meat, steak, or chops must be served once per week.
  - Poultry must be served at least once per week (necks or wings may not be used).
  - Legumes such as lima, kidney, navy, black, pinto, or garbanzo beans, lentils, black-eyed peas, and soybeans should not be counted as both vegetable and protein and should be served as often as possible in accordance with participant acceptance.
  - Meats shall be fresh or frozen and shall have been slaughtered, processed, manufactured, and packaged in plants operated under the USDA Inspection Program and must bear an appropriate seal.
  - Minimum grading requirements for all grade cuts are as follows:
    - Beef - USDA Choice
    - Lamb - USDA Choice
    - Variety Meats - Grade No. 1 from USDA inspected plants
    - Poultry –USDA Grade “A”
    - Fish/Seafood - Fresh or frozen, provided that frozen items are a nationally distributed brand, packed under continuous inspection of the US Department of Interior
    - Cheese - USDA Grade “A” non-processed cheese
    - Eggs - USDA or State Graded “A”
  - Breaded food portions shall contain no more than one ounce of breading in addition to the 2 ounces protein portion required. Breaded food items shall be provided not more than once per week.
  - Gravies and sauces served with entrée items must be prepared using a low-sodium base.
- B.** Vegetables – Fresh, frozen, or canned

- Each meal must contain a minimum of 1 - 2 half-cup servings.
  - Vegetables as a primary ingredient in soups, stews, casseroles, or other combination dishes should total ½ cup per serving.
  - Same/like vegetables should not be served on more than two days per week. Every effort should be made to serve different vegetables in each weekly meal package.
  - Raw leafy vegetables (salads) should equal 1 cup if they are to be considered a serving.
  - Canned vegetables shall be provided not more than twice per week.
- C. Fruit – Fresh, frozen, or canned**
- A serving of fruit equals:
    - 1 medium-sized whole fruit
    - ½ cup fresh, chopped, cooked, frozen, or canned drained fruit
    - ½ cup 100% fruit juice
  - Fresh, frozen, or canned fruit should be packed in juice, light syrup, or without sugar.
  - Canned fruit shall be provided not more than twice per week.
- D. Bread/Grains – Bread, rice, or pasta**
- Each meal must contain 1 - 2 servings of grains or enriched bread (1 oz) or bread alternate.
  - Pasta or rice must contain a ½ cup serving portion. At least half of the daily intake of grains should be from whole grains. Grains that are processed (not whole) must be fortified.
- E. Milk – Fortified skim, low fat, or buttermilk**
- Each meal shall contain eight (8) ounces of fortified skim or low-fat milk, or buttermilk.
  - Non-fat dry milk must not be reconstituted and repackaged as part of the meal package.
- F. Dessert – Optional**
- Dessert may be provided as an option to satisfy the caloric requirements or for additional nutrients.
  - Fruit should be used as a dessert as often as possible and sweets should be limited. The fruit, grains, and dairy products served as dessert can count towards the fruit, grain, or dairy requirements.
- G. Condiments and Product Substitutes**

- Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt, and sugar may be provided but should not be counted as fulfilling any part of the nutritive requirements.
- Condiments such as salad dressings, ketchup, soy sauce, mustard, and mayonnaise do not need to be counted in a menu analysis if they are served “on the side” and are not combined with the food.

**H. Sodium**

- The commitment to reduce sodium in the meals stems from the fact that nutrition-related chronic diseases remain the primary cause of death among people aged 65 and older. California has a diverse population, and Nutrition Programs in the state provide culturally appropriate meals for many ethnicities. Asian meals traditionally have higher sodium levels. Programs that choose to provide culturally appropriate meals but are concerned with the sodium content of the meals may consider:
  - Using low-sodium soy sauce or diluting soy sauce with water to produce low-sodium soy sauce;
  - Offering soy sauce as a condiment to be added by the senior;
  - Providing Nutrition Education on sodium;
  - Continuing to work with the sodium levels of meals, making small steps, to reduce the risk of developing kidney stones and possibly decrease bone loss with age;
  - Not providing potassium chloride salt substitutes;
  - Noting meals that have more than 1000 mg of sodium on the menu as such: “This meal contains more than 1000 mg of sodium,” or using an icon denoting a high-sodium meal; and
  - Using low-sodium versions of high-sodium foods when available and feasible within budget allowances.

**TABLE 1 – TARGET NUTRIENT**

<b>Nutrient</b>	<b>Target Value Per Meal</b>	<b>Daily Compliance Range</b>
Calories	>550 Kcal	> 550-700 Kcal
Protein	14 grams	14 grams (in the entrée)
Fat (% of total calories)	30%	<35% weekly average
Vitamin A (ug)	250 ug	>250 ug 3 out of 5 days/wk
Vitamin C (mg)	25 mg	25 mg
Vitamin B6 (ug)	0.5 mg	>0.5 mg
Vitamin B12 (ug) **	0.8 ug	0.8 ug**
Calcium (mg)	400 mg	>400 mg
Magnesium (mg)	140 mg	>140 mg
Zinc (mg)**	2.6 mg	>2.6 mg **
Sodium (mg)	< 750 mg	<1,200 mg (over, 1,000 place an icon

		on the menu
Fiber (gm)	> 7 gm	> 7 gm
Potassium (gm) **	1565 mg	1565 gm**
Vitamin D	200 IU	200 IU
Vitamin E**	5 IU	Education**

\* Target Value: This value represents one-third of the DRI for a 1600-calorie range. The 1600-calorie range was chosen based on the requirements for a 70-year old sedentary female.

\*\* If these elements are not provided to the level noted as a weekly average, the program must educate the participants on how to obtain these elements. This can be recognized from the weekly meal nutrition analysis.

Note: Fortified foods should be used to meet vitamin B12 needs.

**TABLE 2 - COMPONENT MENU PLANNING**  
**State of California Component Meal Pattern Required Elements**

<b>Food Group</b>	<b>Required servings per meal</b>	<b>Serving sizes for 1600 calorie level</b>
Lean meat or beans	1 serving 2 ounces per meal	2 ounces = 1 serving
Vegetable	1 – 2 servings	½ cup = 1 serving
Fruit	1 serving	½ cup = 1 serving
Bread or Grain	1 – 2 servings	1 slice Bread = 1 serving ½ cup of rice or pasta = 1 serving
Milk or milk alternate	1 serving	1 cup or equivalent measure
Fat	Optional	
Dessert	Optional - limit sweets, use fruit	Select foods high in fiber and low in fat and sugar

(1) The number of servings per meal estimates provision of 1/3 of the DRIs.

(2) Caloric value (1,600 Kcal/day) based on a 70+ year old female, “sedentary” physical activity level using Table 2 - Estimated Caloric Requirements in Each Gender and Age Group at Three Levels of Physical Activity, from the Dietary Guidelines for Americans, 2005.

(3) All menus that are provided through the Nutrition Services Incentive Program, whether prepared on-site, frozen, non-perishable, boxed, or catered, must meet the same requirements.



## **EXHIBIT H: CULTURAL COMPETENCE AND DIVERSITY**

The CONTRACTOR is encouraged to support Tulare County Health and Human Services Agency in the journey to work effectively across and among all cultures. It is the desire of HHSA that services be sensitive to the diversity of the community served, including but not limited to ethnic, linguistic, sexual and cultural characteristics. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

CONTRACTOR and K/T AAA agree that:

- **Cultural competence** is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes. Competence in cross-cultural functioning means learning new patterns of behavior and effectively applying them in appropriate settings.

CONTRACTOR will strive to:

- Ensure that agents, employees or officers providing services are sensitive to the ethnic, linguistic, sexual and cultural diversity of the community served. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.
- Assure equal access for people with diverse cultural backgrounds and/or limited English proficiency. Limited English Proficiency includes literacy issues: those who cannot either read or write in any language.