

REQUEST FOR PROPOSALS (RFP) No. 17-EA2

Fresno-Madera Area Agency on Aging

Title VII (b) Elder Abuse Prevention, Education, and Training

Issue Date: August 4, 2017

LETTERS OF INTENT DUE

August 25, 2017

PROPOSALS DUE

September 22, 2017

DELIVERY ADDRESS

Fresno-Madera Area Agency on Aging

Attention: Linda Descoteaux

3837 N. Clark St.

Fresno, CA 93726

QUESTIONS

Linda Descoteaux

(559) 600-4405

RFP No. 17-EA2

Title VII (b) Elder Abuse Prevention, Education, and Training

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The Fresno-Madera Area Agency on Aging (Agency on Aging) requests proposals for the following purpose, according to the terms and conditions attached.

I. Purpose

The Agency on Aging is requesting written proposals for the purpose of securing one or more contracts for provision of Elder Abuse Prevention, Education, and Training for older adults in Fresno and Madera counties for the period beginning November 1, 2017 through June 30, 2018 under the Agency on Aging's agreement with the State of California, Department of Aging (CDA).

CDA defines Elder Abuse Prevention, Education, and Training as public education, and training of professionals, to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). (42 United States Code Section 3058i, Older Americans Act Section 721) This includes training for family caregivers receiving services funded by Title III E of the Older Americans Act. The unit of measurement is one session (one presentation counted as one session).

II. Background

The Fresno-Madera Area Agency on Aging was established under a joint powers agreement between the City of Fresno, Fresno County, and Madera County, and operates as a special district of local government separate from the joint power entities. The Agency on Aging is responsible for implementation of the federal Older Americans Act and Older Californians Act in Fresno and Madera counties, and operates as a planning, monitoring, and grant-making organization.

The federal Older Americans Act seeks to enable all older individuals to maintain their well-being through locally developed community-based systems of services.

Title VII of the Older Americans Act addresses allotments for vulnerable elder rights protection activities; Title VII, Chapter 3, Section 721 addresses programs for prevention of elder abuse, neglect, and exploitation.

III. Scope of Work

- A. The selected bidder(s) will provide education and training presentations for the prevention of elder abuse, neglect, and exploitation in Fresno and Madera counties, to include:
1. **Public Education:** Planned, face-to-face educational presentations on identification and prevention of elder abuse, neglect, and exploitation. Presentations shall be for the general public, and primarily targeted for groups of older adults in economic and social need, with special emphasis on underserved populations of older individuals, such as older individuals living in rural locations, older individuals in minority populations, or older individuals with low income.
 - a. Public Education shall include a minimum of one planned event in recognition of World Elder Abuse Awareness Day (WEAAD), which occurs annually on June 15th. The event shall include a minimum of one educational presentation in conjunction with a community-based resource fair focusing on elder abuse. Publicity for the event shall include use of components of the WEAAD toolkit produced by the National Center for the Prevention of Elder Abuse, such as flyer templates, press releases, public service announcements, and social media banners that include the WEAAD logo.
 2. **Training Sessions for Professionals:** Planned, face-to face training presentations for professionals and paraprofessionals in relevant fields (such as service providers, nurses, social workers, and other professionals serving older adults and victims of elder abuse) on the identification, prevention, and treatment of elder abuse, neglect, and exploitation. Training topics may include elder self-determination, individual rights, autonomy, and State and federal requirements concerning confidentiality.
 3. **Training Sessions for Caregivers served by Title III E:** Planned, face-to face training presentations for adult family members and other individuals who are informal providers of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and

organic brain dysfunction, and who are receiving Family Caregiver Support Program services funded by Title III E of the Older Americans Act. The goal of the training is to improve caregiver understanding of the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of the elder individual's self-determination and autonomy. The service provider shall arrange for the caregiver training sessions through the Agency on Aging's contracted Title III E service provider.

4. **Educational Materials:** Printed materials or other educational media containing information about the identification, prevention, and treatment of elder abuse, neglect, and exploitation must be distributed to attendees of presentations. Such materials shall be tracked by descriptive topic and the quantity distributed at each presentation.
- B. The service provider shall produce and distribute flyers to publicize each presentation to the targeted audience, and shall provide an electronic version of the flyer to the Fresno-Madera Area Agency on Aging in advance of the presentation date for posting on the Agency's Web site. The service provider shall ensure Fresno and Madera counties' Adult Protective Services and local law enforcement agencies, particularly professionals involved with reporting and investigation of elder abuse, are included on its flyer distribution list.
 - C. The selected bidder will conduct presentations and provide educational materials in the prevalent language of the targeted community.
 - D. The selected bidder will provide monthly program performance reports to the Agency on Aging by the 7th working day of each month following the end of the reporting month, and quarterly program reports to the Agency on Aging by the 15th of the month following the end of the calendar quarter. The selected bidder will provide monthly fiscal reports to the Agency on Aging by the 15th of the month following the end of the reporting month, and an annual expenditure closeout report no later than July 15th of each year.
 - E. The selected bidder will meet all requirements and provide additional assurances as specified in Exhibit A, Title VII (b) Program Exhibit, Elder Abuse Prevention, Education, and Training.

IV. Target Population

The target population is defined as individuals 60 years of age or older who are likely to be subject to abuse, neglect, and exploitation, including older individuals who live in state licensed facilities, unlicensed facilities, or domestic or community-based settings, with special emphasis on underserved populations of older individuals, such as older individuals living in rural locations, older individuals in minority populations, or older individuals with low income.

V. Minimum Number of Sessions and Unduplicated Individuals to be Served

The minimum number of sessions that will be considered for the November 1, 2017 through June 30, 2018 period is 15; this number includes the required event in recognition of World Elder Abuse Awareness Day (see Section III, Scope of Work, Section A.1.a.). Sessions must be allocated for Public Education, Training Sessions for Professionals, and Training Sessions Conducted for Caregivers Served by Title III E (see Section III, Scope of Work, Sections A.1 through A.3). Sessions shall be scheduled in Fresno and Madera counties, with a minimum of three sessions conducted in Madera County.

The estimated number of unduplicated individuals to be served during the November 1, 2017 through June 30, 2018 period is 375.

The bidder shall indicate in Attachment D, Grant Proposal Content, Section 3, Program Information, the number of sessions that bidder can provide using grant funds from this RFP (see Section VII, *Estimate of Available Funding*), and the number of estimated attendees for these sessions.

VI. Eligibility for Funds

All terms, requirements, and conditions pertaining to service providers in the Sample Agreement (Exhibit B) apply.

VII. Estimate of Available Funding

This estimate of available funding is based on information provided by the California Department of Aging for fiscal year 2017-2018. Estimated maximum funding for this RFP is \$13,563.

Grant funds are disbursed on a cost reimbursement basis. The grantee incurs the expenses and receives reimbursement only upon submission of the required reports. Reimbursement requests must be based on the approved grant budget.

Funding is valid and enforceable only if sufficient funds are made available from the California Department of Aging to the Agency on Aging and/or by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statutes enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

Contract awards are limited to a one-year period; however, at the discretion of the FMAAA, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, state, and local funding. During renegotiations, the FMAAA shall consider actual expenditures and units of service, as well as current cost policy standards and changes in program requirements. The FMAAA shall assure that all cost increases are reasonable and necessary and are not the result of underbidding in the original proposal.

VIII. Calendar of Events

The Agency on Aging will maintain the following time schedule for this RFP:

Issue Request for Proposals	August 4, 2017
Deadline for Submittal of Letter of Intent	August 25, 2017
*Pre-Proposal Meeting (Bidder's Conference)	August 30, 2017
Deadline for the Submission of Proposals	September 22, 2017
Tentative Date for Evaluation of Proposals	October 4, 2017
Tentative Date for the Announcement of Awards	October 20, 2017
Protest or Appeal Deadline	October 27, 2017
Tentative Contract Execution Date	October 31, 2017
Date Services are to Begin	November 1, 2017

*Pre-Proposal Meeting to be held on August 30, 2017 at 1:00 p.m. at the Fresno-Madera Area Agency on Aging, 3837 N. Clark St., Fresno, CA 93726. Those interested in submitting a proposal are highly encouraged to attend this meeting to obtain answers to any questions regarding this RFP.

IX. Submittal Requirements

- A. A blank, three-page Letter of Intent is attached as Attachment A. All bidders must complete and return all three pages of Attachment A as their Letter of Intent; partial submissions and alternative formats will not be accepted. The authorized signature entered on page 3 must be in ink; copies will not be accepted. Letters of Intent are due to the Agency on Aging before 4:30 p.m. on August 25, 2017 and should be submitted to:

Fresno-Madera Area Agency on Aging
Attn.: Linda Descoteaux
3837 N. Clark St.
Fresno, CA 93726

- B. It is the responsibility of the bidder to ensure its Letter of Intent arrives on or before the specified date and time. Late Letters of Intent will not be accepted. Any correction or resubmission by the bidder will not extend the submittal due date.

- C. All proposals are due to the Agency on Aging before 4:30 p.m. on September 22, 2017 and should be submitted to:

Fresno-Madera Area Agency on Aging
Attn.: Linda Descoteaux
3837 N. Clark St.
Fresno, CA 93726

- D. It is the responsibility of the bidder to ensure its proposal arrives on or before the specified date and time. Late proposals will not be accepted. Any correction or resubmission by the bidder will not extend the submittal due date.

- E. All Proposals must be typed and include the following information:

1. A Cover Letter that includes the name, address and telephone number of the company, and that is signed by the person(s) authorized to represent the bidder.
2. A completed Grant Signature Page (Attachment B).
3. A completed Grant Proposal Checklist (Attachment C).

4. A completed Grant Proposal Content (Attachment D).
 5. A completed Grant Proposal Budget Certification (Attachment E).
 6. A completed Grant Proposal Budget (Attachment F).
 7. All documents listed on the Grant Proposal Checklist, marked with the indicated Appendix letter.
- F. The bidder shall submit three (3) complete copies of all proposal components in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words “RFP No. 17-EA2: Fresno-Madera Area Agency on Aging, Title VII (b) Elder Abuse Prevention, Education, and Training.” All Proposals must be submitted in the prescribed format. Any Proposal that deviates from this format may be rejected without review at the Agency on Aging’s sole discretion.
- G. All proposals must be signed by an authorized representative of the bidder. The signature will bind the bidder to its provisions for at least a period of 120 days. Failure of the selected bidder to accept the obligation of this RFP may result in the cancellation of any award.
- H. All proposals must be submitted according to specifications set forth. Failure to adhere to these specifications may be cause for rejection of proposal. The Agency on Aging reserves the right to waive any defects or informalities within the proposal, at its sole discretion.
- I. Addenda
The Agency on Aging may modify this RFP and issue supplementary information or guidelines during the period beginning August 5, 2017 through September 12, 2017. Written addendums to this RFP will be posted on the Agency on Aging’s Web site: www.fmaaa.org
- J. Rejection
A proposal may be immediately rejected, at the Agency on Aging’s sole discretion, if:
- It contains misrepresentative or misleading information.
 - It is received at any time after the exact date and time set for receipt of proposals.

- It does not meet the required specifications or terms and conditions as prescribed.
- It is not prepared in the format prescribed in this RFP.
- It is signed by an individual not authorize to represent the bidder.
- Bidder is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal.

K. Withdrawal of Proposal

A bidder may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective bidder.

L. Proposal Evaluation and Bidder Selection

An evaluation panel comprised of the Agency on Aging's Director of Finance and Administrative Manager; Advisory Council members (2), and Governing Board members (2) will evaluate all proposals to determine responsiveness to this RFP. The panel will recommend selection of a candidate bidder for final approval and negotiation of a contract. Proposals will be evaluated on the bidder's ability to meet the specifications and terms and conditions of this RFP, using the following criteria:

- Comparability of the objectives in the bid/proposal, and alignment of the organization's mission statement and primary services, to the scope of work in this RFP (15 points).
- Adequacy of the bidder's fiscal standing and budget, and cost-effectiveness of the proposed program (25 points).
- Adequacy of bidder's staffing, qualifications of the bidder's personnel, bidder's experience with conducting presentations on elder abuse, and capability for conducting presentations in languages other than English (25 points).
- Adequacy of the service/program plan or methodology, including planning, targeting, collaboration with community partners, presentation content, educational materials, and program evaluation (35 points).

No single objective will constitute the basis for selection. During the selection process, the evaluation panel may wish to interview bidders. Interviews will be for clarification purposes only. No new material will be permitted at this time.

M. Award of Contract

The tentative date for consideration of selection of the final bidder by the Fresno-Madera Area Agency on Aging Governing Board, with a board recommendation that the Agency on Aging enter into a contract with the selected bidder, is October 19, 2017. The tentative date for formal announcement of the award is October 20, 2017.

X. Minimum Requirements and Components of Agreement

The agreement resulting from this RFP will include, but will not be limited to the requirements listed in the following attachments:

1. Program Exhibit, Title VII (b) Elder Abuse Prevention, Education, and Training (Exhibit A);
2. Sample Agreement (Exhibit B) and all Agreement Appendices and Exhibits.
The selected bid/proposal shall be made a part of the agreement. The Agency on Aging may negotiate modifications after the bid/proposal has been selected to ensure that all necessary program requirements are covered before the agreement is signed.

XI. Terms and Conditions

1. Certification

By submitting a proposal, bidder certifies that it has fully read and understood this RFP and has full knowledge of the nature of this service, including scope and quality of work to be performed. Bidder also certifies that its proposal was prepared without prior understanding, agreement or connection with any other bidder submitting a proposal for this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all bidders.

2. Reserving Rights

The Agency on Aging reserves the right to reject any and all proposals received as a result of this RFP, in its sole discretion, and to re-advertise for new proposals. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the bidder's qualifications, and other factors that the Agency on Aging may consider. The Agency on Aging does not intend to award a proposal fully on the basis of any response made to the proposal. The Agency on Aging reserves the right to consider proposals for modifications at any time before a final contract is awarded to the selected bidder, and negotiations would be undertaken with the party

whose proposal is deemed to best meet the Agency on Aging's specifications and needs, as determined by the Agency on Aging.

3. Assignment and Guarantee

No assignment by the bidder of the contract or any part thereof, or of funds to be received hereunder, is binding unless the Agency on Aging has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any bidder selected for contract negotiations.

4. Financial Responsibility for Proposal Costs

The Agency on Aging accepts no financial responsibility for any costs incurred by the bidder in responding to this RFP. Proposals will become the property of the Agency on Aging and may be used by the Agency on Aging in any way deemed appropriate.

5. Clarification

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be directed to Linda Descoteaux, preferably by email at ldescoteaux@fmaaa.org, or by calling (559) 600-4405 no later than 4:30 p.m. on September 15, 2017. The Agency on Aging shall not be responsible for, nor be bound by any oral instructions, interpretations or explanations issued by any representative of the Agency on Aging.

6. Discrimination

The bidder and all subcontractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, disability, sexual orientation, veteran status or any other legally protected classification, in their employment practices, in any of their contractual arrangements, and/or in all services and accommodations that they offer the public or in their business operations.

7. Indemnification

Bidder, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses including but not limited to, attorney fees, and otherwise hold harmless the Agency on Aging, its officials, its officers, its employees and agents from any and all liability of any nature or kind arising out of or related to the preparation or presentation of a proposal in response to this RFP.

8. Gratuity Prohibition

Bidder shall not offer any gratuities, favors or anything of monetary value to any official, employee, or agent of the Agency on Aging for the purpose of influencing consideration of this proposal.

9. Contract Provisions

If a contract is awarded, the selected bidder will be required to adhere to a set of general contract provisions contained in the Agency on Aging contract, including but not limited to: (1) indemnification; (2) general liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks); (3) professional liability insurance of not less than \$1,000,000 as it appropriately relates to the services rendered; such coverage may include medical malpractices and/or errors and omissions; (3) automobile liability insurance, including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by the Agency on Aging contract; (5) worker's compensation; (6) maintenance of necessary licenses, permits and certificates; (7) recordkeeping; (8) non-discrimination; and (9) adherence to all applicable federal, state and local laws. Exceptions will not be granted.

10. Applicable Laws and Regulations

All agencies making application for funds will be subject to conformance to all applicable laws and regulations. These shall include but not be limited to the Older Americans Act, the Older Californians Act, the Federal Civil Rights Act of 1964 and 1991, the Rehabilitation Act of 1973, the California Fair Employment and Housing Act, the Americans With Disabilities Act of 1990, Sections 503 and 505 of the Rehabilitation Act, the Unruh Civil Rights Act, and Federal Regulations including 45 C.F.R. Part 74.

The applicable references for the above mentioned laws and regulations and additional sources of information related to this RFP, including the Agency on Aging's policy manuals and memoranda, reporting requirements and procedures, assessment/evaluation criteria and instruments, appeal procedures, and the agency's area plan and area plan updates are available at the Agency on Aging office for review upon request.

11. Private For-Profit Applicants

Any awards to profit-making organizations resulting from this RFP must be approved by the California Department of Aging prior to the contract period.

12. Appeals Process

Proposers wishing to appeal the decisions of the Agency on Aging must provide a written appeal to the Fresno-Madera Area Agency on Aging, 3837 N. Clark St., Fresno, CA, 93726 by 4:30 p.m. on October 27, 2017. Appeals will be heard at the Agency on Aging on October 30, 2017. The Agency on Aging will mail final decisions on appeals within two weeks following the appeals hearing.

13. Community Focal Points

The California Department of Aging requires that all bidders be informed of an Area Agency on Aging's Community Focal Points. The Agency on Aging has designated the following locations as Community Focal Points:

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Definition of Focal Point: *A facility established to encourage the maximum collocation and coordination of services for older individuals. (42 USC Section 3002 (21))*

PSA 14 Designated Community Focal Points		
Fresno County		
Fresno-Madera Area Agency on Aging (includes Senior Resource Center/Sierra Resource Campus)	3837 N. Clark St.	Fresno, CA 93726
Clovis Senior Center	850 4th St.	Clovis, CA 93612
Coalinga Senior Center	220 E. Forest Ave.	Coalinga, CA 93210
Edwin Blayney Senior Center	108 N. 3 rd St.	Fowler, CA 93625
Firebaugh Senior Center	1601 Thomas Conboy Ave.	Firebaugh, CA 93622
Huron Senior Center	16900 5 th St.	Huron, CA 93234
Kerman Senior Center	720 S. 8 th St.	Kerman, CA 93630
Kingsburg Senior Center	1450 Ellis St.	Kingsburg, CA 93631
Mary Ella Brown Community Center	1350 E. Annadale Ave.	Fresno, CA 93706
Mendota Senior Center	415 Sorenson Ave.	Mendota, CA 93640
Mosqueda Community Center	3670 E. Butler Ave.	Fresno, CA 93702
Nick Medina Senior Center	2301 Selma St.	Selma, CA 93662
Orange Cove Senior Center	699 6 th St.	Orange Cove, CA 93646
Pinedale Community Center	7170 N. San Pablo Ave.	Pinedale, CA 93650
Reedley Senior Center	100 N. East Ave.	Reedley, CA 93654
Sanger Senior Center	730 Recreation Ave.	Sanger, CA 93657
Sierra Oaks Senior and Community Center	33276 Lodge Rd.	Tollhouse, CA 93667
Ted C. Wills Community Center	770 N. San Pablo Ave.	Fresno, CA 93728
Madera County		
Chowchilla Senior Center	820 Robertson Blvd.	Chowchilla, CA 93610
Frank A. Bergon Senior Center	238 S. D St.	Madera, CA 93637
Pan-American Community Center	703 E. Sherwood Way	Madera, CA 93638
Ranchos/Hills Senior Center	37330 Berkshire Dr.	Madera Ranchos, CA 93636
Sierra Senior Center	49111 Cinder Ln.	Oakhurst, CA 93644

Request for Proposals
 Fresno-Madera Area Agency on Aging RFP No. 17-EA2
 Title VII (b) Elder Abuse Prevention, Education, and Training

Attachment A
Letter of Intent

This is to notify the Fresno-Madera Area Agency on Aging (Agency on Aging) that the organization listed below has obtained and reviewed the Request for Proposals, RFP No. 17-EA2, issued by the Agency on Aging on August 4, 2017 for Title VII (b) Elder Abuse Prevention, Education, and Training in Fresno and Madera counties, and that our organization is interested in submitting a proposal in response to this RFP.

Legal Name Of Organization:	
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Federal Employer Identification Number (EIN):	
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Legal Form of Organization (check one)		
	Non-Profit	501(c)(3)
	Non-Profit	501(c)(4)
	Non-Profit	Other (Specify):

	Government	City Government
	Government	County Government
	Government	Special District of Local Government
	Government	Other (Specify):

	For-Profit	Corporation
	For-Profit	Limited Liability Company (LLC)
	For-Profit	Limited Partnership (LP)
	For-Profit	General Partnership (GP)
	For-Profit	Limited Liability Partnership (LLP)
	For-Profit	Sole Proprietorship

My organization's initial qualifications to provide services are indicated by the following:

Please place a check mark by the appropriate response.

Yes	No	
		Organization has experience planning and conducting educational presentations for the general public on elder abuse, neglect, and exploitation.
		Organization has experience planning and conducting training presentations for professionals and paraprofessionals on the identification, prevention, and treatment of elder abuse, neglect, and exploitation.
		Organization has experience planning and conducting training presentations on the identification, prevention, and treatment of elder abuse, neglect, and exploitation for adult family members and other individuals who are informal providers of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder.
		Organization has experience with fiscal management and data collection and reporting for federal or state programs.
		Organization has the ability to provide interpretation/translation in languages prevalent in the communities in which the contracted service will be provided.
		Organization has capability to provide insurance as follows: 1) General Liability of not less than \$1,000,000 per occurrence for bodily and property damage combined; 2) Automobile Liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing contracted services; 3) Professional Liability of not less than \$1,000,000 as it appropriately relates to services rendered and coverage shall include errors and omissions; and 4) Workers Compensation insurance.
		Organization is not presently debarred or suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
		Organization has not, within the preceding three-year period, been convicted of or had a civil judgment rendered against it, and is not presently indicted for or otherwise criminally or civilly charged, 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.
		Organization has not, within the preceding three-year period, had one or more public transactions (federal, state, or local) terminated for cause or default.
		If a corporation, limited liability company or partnership, or limited or general partnership, the organization's registration status is designated as <i>Active</i> by the California Secretary of State. (If bidder's entity is not one of the types listed, enter <i>N/A.</i>)
		If a non-profit organization, the organization's registration status is designated as <i>Current</i> or <i>Exempt-Active</i> by the California Department of Justice, Registry of Charitable Trusts. (If bidder is a for-profit organization, enter <i>N/A.</i>)

Please complete the following:

Organization:

Mailing Address:

Telephone Number:

Email Address:

Authorized
Signature:

Name
(Print or Type):

Title:

Date:

All three pages of this Letter of Intent, with authorized signature in ink, are due before 4:30 p.m. on August 25, 2017 to:

Fresno-Madera Area Agency on Aging
Attention: Linda Descoteaux
3837 N. Clark St.
Fresno, CA 93726

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Attachment B

Grant Signature Page

This Signature Page must be included with your bid submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

I attest that I am an official officer representing my firm and authorized with signatory authority to present this attached proposal.

Signature: _____ Date _____

Printed Name: _____

Title: _____

Company Name: _____

Street Address _____

City: _____ State: _____ Zip Code: _____

Mailing Address _____

City: _____ State: _____ Zip Code: _____

Phone: _____

E-mail: _____

Fax: _____

Request for Proposals
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Attachment C

Grant Proposal Checklist

Complete and insert this checklist behind Attachment B, Grant Signature Page.

Proposal Cover Letter	
Grant Signature Page (Attachment B)	
Grant Proposal Content (Attachment D)	
Grant Proposal Budget Certification (Attachment E)	
Grant Proposal Budget (Attachment F)	
Attach the following documents and mark the with the indicated Appendix letter.	
Appendix A: Organization's financial statements for most recently completed fiscal year, and copy of organization's most recent audit	
Appendix B: Three letters of support from organizations that have been provided with presentations by your organization for the prevention of elder abuse	
Appendix C: Articles of Incorporation	
Appendix D: Organization's IRS Tax Status	
Appendix E: Board of Director's Roster	
Appendix F: Corporate Bylaws	
Appendix G: Certificates of Insurance, as specified in the RFP	
Appendix H: Professional or Statewide Affiliations	
Appendix I: Organizational Chart, including names and titles	
Appendix J: All Job Descriptions for program positions	
Appendix K: Resumes, including work experience, education, and licenses/certifications, for all program personnel	
Appendix L: Brochures describing your organization's services and literature distributed as part of education and training presentations for the prevention of elder abuse (attach all language versions your organization distributes)	

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Attachment D

Grant Proposal Content

Section 1: Organization Information

Name of Applicant Organization:	
Name of Executive Director:	
Name of Program Manager (if different from Executive Director):	
Name of Chair/President of Governing Board:	
Telephone Number:	
Federal Employer ID No.:	
Date of Incorporation of Organization:	
Geographic Service Area :	

<p>What is your organization's mission statement?</p>	
<p>What are the primary services offered by your organization?</p>	
<p>How many paid staff work for your organization?</p>	
<p>How many paid staff will plan and present presentations under this grant?</p>	
<p>How many volunteers serve your organization, and what functions do they perform?</p>	
<p>How many volunteers will plan and present presentations under this grant?</p>	
<p>If using volunteers to plan and present presentations, describe how they will be trained and who will provide oversight.</p>	

Section 2. Budget Information

Total Organization Budget for fiscal year (FY) 2016-2017:		
Total Program Budget for FY 2016-2017:		
Did you receive funds from other sources for FY 2016-2017?	Yes _____ If yes: <u>Other Funding Sources</u>	No _____ <u>FY 2016-2017 Funds Received</u>
Total Organization Budget Anticipated for FY 2017-2018:		
Total Program Budget Anticipated for FY 2017-2018:		
Amount of Older Americans Act Funds Requested for FY 2017-2018 as a Percentage of Program Budget (e.g. \$30,000 OAA funds = \$30,000 divided by \$70,000 program budget = 43%):		

<p>Does your organization have sufficient financial resources to ensure program stability? If so, describe; if not, explain how this will be remedied.</p>	
<p>Does your organization have a ready source of internal cash, or access to cash, available in times of shortfalls? If so, describe; if not, explain how this will be remedied.</p>	
<p>Did your organization retain a positive cash fund balance at the end of fiscal year 2016-2017?</p>	<p>Yes_____ No_____</p> <p>If yes, amount: \$_____</p>
<p>Is it anticipated that there will be a positive cash balance at the end of the current fiscal year?</p>	<p>Yes_____ No_____</p>
<p>Did your organization have a cash deficit at the end of fiscal year 2016-2017?</p>	<p>Yes_____ No_____</p> <p>If yes, amount: \$_____</p>
<p>If yes, how has the deficit been resolved?</p>	
<p>Does your organization have an established operating reserve to finance cash shortfalls and program growth? If not, explain.</p>	<p>Yes_____ No_____</p>

Section 3. Program Information

How many years has your organization been providing educational presentations on elder abuse?	
How many educational presentations on elder abuse did your organization conduct in the July 2016 through June 2017 period?	
How many unduplicated individuals were provided with educational presentations on elder abuse in the July 2016 through June 2017 period?	

How many Elder Abuse Prevention, Education, and Training presentations can your organization provide from November 1, 2017 through June 30, 2018 using Agency on Aging grant funds?			
Of these presentations, how many will be provided for:			
General Public, targeting older adults in economic and social need	Professionals and Paraprofessionals serving older adults and victims of elder abuse	Informal Caregivers of an older individual or an individual with Alzheimer's disease or a related disorder	

Cost per Presentation	
Estimate of Available Funding for Fiscal Year 2017-2018	\$13,563
Total Number of Presentations that can be provided from November 1, 2017 through June 30, 2018	
Average Cost per Presentation (Divide estimated funding by total number of presentations)	

List Education and Training Presentations to be Provided with Grant Funds
From November 1, 2017 through June 30, 2018

Month	Targeted Population (<i>check one</i>)			City	Estimated Attendees
	Public	Professionals	Caregivers		
Total Estimated Attendees					

Describe how your organization plans to recognize World Elder Abuse Awareness Day (June 15 of each year).	
Describe the target audience.	
What city/cities will be targeted for an event/events?	
Which venue(s) would be ideal for the event(s)?	
How will attendees get to and from the event?	
Which community partners will be targeted for resource fair participation?	
How will event(s) be publicized?	
Will event(s) be scheduled in the morning, afternoon, or all day?	
What will be the educational presentation topic(s), and who will be asked to present?	
List presentation(s) on this page in the table on preceding page.	

<p>Describe the length (i.e. one hour) and content of your educational presentations, including number of presenters, topics addressed, if the presentation allows for a question and answer period, and any audio-visual material used to enhance the presentation, i.e. PowerPoint presentation, movie, etc.</p>	
<p>Who are your presenters, and what are their qualifications?</p>	

<p>What handouts does your organization provide for attendees of the educational presentations, and in what languages are the handouts available?</p>	
<p>Does your organization have experience coordinating services with Fresno and Madera counties' Adult Protective Services and local law enforcement agencies? If yes, describe current coordination efforts.</p>	
<p>Will presentations be offered in languages other than English? If yes, which languages?</p>	
<p>How are services provided for participants who speak a language other than the languages spoken by program staff?</p>	
<p>Has program staff been provided with CLAS (cultural and linguistically appropriate services) training? If yes, when was the most recent training conducted?</p>	

Describe how your organization will target the following groups of individuals for inclusion in elder abuse prevention, education, and training presentations.	
<ul style="list-style-type: none"> • Older adults in greatest economic need. 	
<ul style="list-style-type: none"> • Older adults who are socially isolated. 	
<ul style="list-style-type: none"> • Older adults who reside in rural areas. 	
<ul style="list-style-type: none"> • Older adults who are ethnic minorities. 	
<ul style="list-style-type: none"> • Older adults who are of lesbian, gay, bisexual, or transgender orientation. 	
<ul style="list-style-type: none"> • Older adults with limited English proficiency. 	
What community groups and organizations does your program staff collaborate with to conduct elder abuse presentations?	

<p>Describe how you will monitor and evaluate the effectiveness of the service.</p>	
<p>Describe how you will document attendance for each presentation.</p>	
<p>Is your organization a current provider in good standing with an Agency on Aging or a branch of government through which funds are distributed for programs for older Americans? If affirmative, list name of agency or governmental branch.</p>	
<p>Describe organization's experience with fiscal management of a federally-funded project.</p>	
<p>Describe organization's experience with data collection and reporting for federal or state programs.</p>	

Request for Proposals
Fresno-Madera Area Agency on Aging RFP No. 17-EA2
Title VII (b) Elder Abuse Prevention, Education, and Training

Attachment E

Grant Proposal Certification

Organization Name:	
Organization Address:	
Program Name:	

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this program. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature

Date

Printed Name

Title

Executive Director's Signature

Date

Printed Name

Request for Proposals
Fresno-Madera Area Agency on Aging RFP No. 17-EA2
Title VII (b) Elder Abuse Prevention, Education, and Training

Attachment F

Grant Proposal Budget

The Grant Proposal Budget consists of the following four pages:

- Budget Summary.
- Project Administration Budget Narrative.
- Program Costs.
- Schedule of Program/Site Supplies and Equipment Purchases.

(Revised June 2015)

**FRESNO - MADERA AGENCY ON AGING
PERSONNEL BUDGET DETAIL: FY 2017-18**

BIDDING AGENCY: _____
PROGRAM: Title VII (b) Elder Abuse Prevention, Education, and Training

RFP NO: 17-EA2
REVISION NO: _____

A.	POSITION TITLE	B.	C.	D.	E.	F.	G.	H.	I.	J.
		FTE % (40 Hrs = 100%)	FULL ANNUAL SALARY	% OF TIME ON PROGRAM	FMAAA GRANT	PROGRAM DONATIONS	DONATIONS C-2	MATCHING FUNDS	NON- MATCHING FUNDS	TOTAL PERSONNEL COSTS
1.	Salary									
2.	Salary									
3.	Salary									
4.	Salary									
5.	Salary									
6.	Salary									
7.	Salary									
8.	Salary									
9.	Salary									
10.	Salary									
Total Salaries		<i>Page 2 Line 1 a -----></i>								
Total Payroll Taxes		<i>Page 2 Line 1 b -----></i>								
Total Benefits		<i>Page 2 Line 1 c -----></i>								
TOTAL PERSONNEL COSTS		<i>Page 2 Line 1 -----></i>								

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

IN-KIND PERSONNEL COSTS DESCRIPTION OF WORK PERFORMED	NUMBER OF VOLUNTEERS	AVE. ANNUAL HOURS PER VOLUNTEER	TOTAL ANNUAL HRS	RATE PER HOUR	TOTAL IN-KIND

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2017-2018

BIDDING AGENCY: _____
PROGRAM: Title VII (b) Elder Abuse Prevention, Education, and Training

CONTRACT NO: 17-EA2
REVISION NO: _____

CATEGORY	A. FMAAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON- MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries							
b. Payroll Taxes							
c. Employee Benefits & Work. Comp.							
1. PERSONNEL COSTS							
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)							
7 OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
o.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS							
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS							

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of \$500 including taxes, shipping and installation)

** List all proposed purchases on page 4 of single or individual items with a cost in excess of \$100 including taxes, shipping and installation.

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2017-18

BIDDING AGENCY: _____
PROGRAM: Title VII (b) Elder Abuse Prevention, Education, and Training

RFP NO: 17-EA2
REVISION NO: _____

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant		
2. Program Donations:		
Current Year Program Donations		
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations		
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a.		
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING <i>(These totals must agree with the totals shown at the bottom of Page 2 column F and G)</i>		
Total from Page 2, Columns F and G		
Variance (must be zero)	0	0

(Revised June 2015)

**FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPLIES AND EQUIPMENT PURCHASES: FY 2017-18**

BIDDING AGENCY: _____
PROGRAM: Title VII (b) Elder Abuse Prevention, Education, and Training

RFP NO: 17-EA2
REVISION NO: _____

ITEM QUANTITY (Must List number)	Item Type / Description	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by DONATION funding	Estimated amount paid by MATCH funding
1	PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:						
a							
b							
c							
d							
e							
f							
g							
h							
i							
j							
k							
l							
m							
n							
o							
p							
q							
	TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:						
2	PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:						
a							
b							
c							
d							
e							
	TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:						

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

EXHIBIT A

TITLE VII (b) PROGRAM EXHIBIT Elder Abuse Prevention, Education, and Training

I. Definitions Specific to Title III/VII (b) Programs:

- A. **Program Requirements** is defined as Title III program requirements found in the Older Americans Act (OAA) [42 USC Section 3001-3058]; the Code of Federal Regulations (CFR) [45 CFR 1321]; the California Code of Regulations (CCR) [22 CCR §7000 et seq.]; and California Department of Aging Program Memoranda.
- B. **Eligible Service Population** is defined as individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA §305(a)(2)(E)] [22 CCR §§7125, 7127, 7130, 7135 and 7638.7]
- C. **Elder Abuse Prevention, Education, and Training** is defined as public education, and training of professionals, to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). This includes training for family caregivers receiving services funded by OAA Title III E. The unit of measurement is one session (one presentation is counted as one session). (California Department of Aging Service Categories and Data Dictionary, June 2011) [OAA §721(b)(1),(2),(7),(9)]
- D. **Exploitation** is defined as the fraudulent or otherwise illegal, unauthorized, or improper act or process of an individual, including a caregiver or fiduciary that uses the resources of an older individual for monetary or personal benefit, profit, or gain, or that results in depriving and older individual of rightful access to, or use of, benefits, resources, belongings, or assets.
- E. **Family Caregiver** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA §302(3)]
- F. **Target Client Population** (for Chapter 3 Programs for Prevention of Elder Abuse, Neglect, and Exploitation) is defined as individuals 60 years of age or older who are likely to be subject to abuse, neglect, and exploitation, including older individuals who live in state licensed facilities, unlicensed

facilities, or domestic or community-based settings [OAA §721(c)], with special emphasis on underserved populations of older individuals, such as older individuals living in rural locations, older individuals in minority populations, or older individuals with low income. [OAA §721(b)(13)].

- G. **Unduplicated Client Count** is defined as a new person served. A client is considered new, only once within the fiscal year, when he/she first utilizes a covered service. A client who has never been previously registered as a client for the service in the current fiscal year may be counted as unduplicated.

II. Scope of Work

- A. The service provider is charged with providing education and training presentations for the prevention of elder abuse, neglect, and exploitation in Fresno and Madera counties, to include:
1. **Public Education:** Planned, face-to-face educational presentations on identification and prevention of elder abuse, neglect, and exploitation. Presentations shall be for the general public, and primarily targeted for groups of older adults in economic and social need, with particular attention to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.
 - a. Public Education shall include a minimum of one planned event in recognition of World Elder Abuse Awareness Day (WEAAD), which occurs annually on June 15th. The event shall include a minimum of one educational presentation in conjunction with a community-based resource fair focusing on elder abuse. Publicity for the event shall include use of components of the WEAAD toolkit produced by the National Center for the Prevention of Elder Abuse, such as flyer templates, press releases, public service announcements, and social media banners that include the WEAAD logo.
 2. **Training Sessions for Professionals:** Planned, face-to face training presentations for professionals and paraprofessionals in relevant fields (such as service providers, nurses, social workers, and other professionals serving older adults and victims of elder abuse) on the identification, prevention, and treatment of elder abuse, neglect, and exploitation. Training topics may include elder self-determination, individual rights, autonomy, and State and federal requirements concerning confidentiality.
 3. **Training Sessions for Caregivers served by Title III E:** Planned, face-to face training presentations for adult family members and

other individuals who are informal providers of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction, and who are receiving Family Caregiver Support Program services funded by Title III E of the Older Americans Act. The goal of the training is to improve caregiver understanding of the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of the elder individual's self-determination and autonomy. The service provider shall arrange for the caregiver training sessions through the Agency on Aging's contracted Title III E service provider.

4. **Educational Materials:** Printed materials or other educational media containing information about the identification, prevention, and treatment of elder abuse, neglect, and exploitation must be distributed to attendees of presentations. Such materials shall be tracked by descriptive topic and the quantity distributed at each presentation.
- B. The service provider shall produce and distribute flyers to publicize each presentation to its targeted audience, and shall provide an electronic version of the flyer to the Fresno-Madera Area Agency on Aging in advance of the presentation date for posting on the Agency's Web site. The service provider shall ensure Fresno and Madera counties' Adult Protective Services and local law enforcement agencies, particularly professionals involved with reporting and investigation of elder abuse, are included on its flyer distribution list.
 - C. The selected bidder will conduct presentations and provide educational materials in the prevalent language of the targeted community.
 - D. The service provider will provide monthly program performance reports to the Agency on Aging by the 7th working day of each month following the end of the reporting month, and quarterly program reports to the Agency on Aging by the 15th of the month following the end of the calendar quarter. The selected bidder will provide monthly fiscal reports to the Agency on Aging by the 15th of the month following the end of the reporting month, and an annual expenditure closeout report no later than July 15th of each year.

III. Additional Assurances

- A. The service provider shall coordinate its planning efforts with the Agency on Aging to ensure effective targeting of the eligible service population, avoid duplication of efforts with the Agency on Aging and its Advisory council, and accomplish program objectives in the Agency on Aging's Four-Year Area Plan and annual Area Plan Updates.
- B. The service provider shall adhere to Older Americans Act regulations for voluntary contributions, as specified in Article XVI, Donations, of this agreement and Section 315(b) of the Older Americans Act.
- C. The service provider shall have a plan to ensure accuracy of data from all levels. This plan shall include a method for the service provider to verify the accuracy of their fiscal and program data prior to submission to the Agency on Aging, and documentation of the number of individuals served (i.e., sign-in sheets for each presentation).
- D. Facilities shall be properly maintained by the service provider with regards to repairs and maintenance, cleanliness, accessibility, etc.

Fresno-Madera Area Agency on Aging
RFP No. 17-EA2
Exhibit B
Sample Agreement

**FRESNO-MADERA AREA AGENCY ON AGING
AREA PLAN GRANT AWARD
TERMS AND CONDITIONS DECLARATION**

Activities under this award shall be carried out in accordance with Title III and Title VII of the Older Americans Act of 1965, as amended (United States Code Title 42, Section 3001); the program regulations and policy directives relating thereto; federal and State laws; and the California Welfare and Institutions Code, Sections 9000-9023, all of which are, or may be, operative during the term of this sub-grant award. This Agreement incorporates the terms and conditions which support an award of Area Plan Funds.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. "Agency on Aging" and "FMAAA" means the Fresno-Madera Area Agency on Aging interchangeably.
- B. "Agreement" or "Contract" shall mean the Fresno-Madera Area Agency on Aging Area Plan Agreement; Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX); Appendices; Program Exhibits; Budget Display; Attachments; Amendments; and any other documents incorporated by reference, unless otherwise provided in this Article.
- C. "Contractor" or "Service Provider" means the legal entity awarded funds under this Agreement and which is accountable to the Agency on Aging, the State, and/or federal government for use of these funds and which is responsible for executing the provisions for services provided under this Agreement.
- D. "CCR" means California Code of Regulations.
- E. "CFR" means Code of Federal Regulations.
- F. "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.).
- G. "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 the contract funding.

- H. "OAA" means Older Americans Act.
- I. "OMB" means the federal Office of Management and Budget.
- J. "Program Income" means revenue generated by an Area Agency on Aging or Contractor from contract-supported activities. Program Income is:
 - 1. Voluntary contributions received from a participant or responsible party for services received.
 - 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - 3. Royalties received on patents and copyrights from contract-supported activities.
 - 4. Proceeds from the sale of items fabricated under a contract Agreement.
- K. "PSA 14" means the State Planning and Service Area comprised of Fresno and Madera Counties.
- L. "Reimbursable item" also means "allowable cost" and "compensable item."
- M. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.
- N. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor Agreements that provide for the provision of goods or services to the Contractor during the Contractor's performance of this Agreement.
- O. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
- P. "USC" means United States Code.
- Q. As used throughout this Agreement, the term "shall" is mandatory; the term "may" is permissive.
- R. The terms and conditions of this grant award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Older Americans Act of 1965 and Amendments of 2016 (OAA as amended).
2. Other applicable federal statutes and their implementing regulations.
3. Older Californians Act.
4. Title 22 CCR §7000 et. seq.
5. Contract Agreement, including Area Plan Grant Award Terms and Conditions Declaration, all Appendices, all Exhibits, and any amendments thereto.
6. Any other documents incorporated herein by reference, including, if applicable, the federal Health and Human Services (HHS) terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
7. Program memos and other guidance issued by the California Department of Aging.

ARTICLE II. AGREEMENT

- A. All elements of this Agreement, as defined in Article I, Section B, and as approved by the Agency on Aging in making this award, are hereby incorporated by reference, as if fully set forth herein.
- B. Time is of the essence in this Agreement. All contracts must be signed and returned to the Fresno-Madera Area Agency on Aging within forty-five (45) days of the date on the contract cover letter. If the signed contract is not returned by the designated date and there has been no approval granted, then the funds may be reallocated by the Fresno-Madera Area Agency on Aging Governing Board. The Agency on Aging will send a Notice of Termination of Negotiations to the non-responsive Service Provider on the 46th day from the date of the contract cover letter by certified mail. A copy of the Fresno-Madera Area Agency on Aging Appeal Procedure will be sent with the letter.
- C. A copy of this Agreement is on file and available for inspection at the Fresno-Madera Agency on Aging, 3837 North Clark Street, Fresno, CA 93726.

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement is of no force or effect until signed by both parties hereto and approved by the Agency on Aging. The Contractor may not commence performance until such approval has been obtained, or until a signed Letter of Authority has been provided by the Agency on Aging.
- B. The term of this Agreement is from November 1, 2017, through June 30, 2018, at which time the Agreement expires, subject however, to earlier termination or cancellation as herein provided. Contract awards are limited to a one-year period; however, at the discretion of the Agency on Aging, contracts may be renegotiated up to a maximum of three additional one-year periods subject to annual renegotiation and availability of federal, State, and local funding.
- C. Should the Contractor or subcontractor begin work in advance of receiving notice that the Agreement is approved, and before obtaining a signed Letter of Authority from the Agency on Aging, that work may be considered as having been performed at-risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE IV. REASONABLENESS OF COMPENSATION

Compensation for work or services performed under this Agreement shall be reasonable and based on an analysis of job requirements and comparability with similar work or services in the local labor market.

ARTICLE V. ASSURANCES

- A. Agreement Authorization
 - 1. If a public entity, the Contractor shall submit to the Agency on Aging a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private entity, the Contractor shall submit to the Agency on Aging an authorization by the Governing Board of the Contractor to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also identify the action taken.
 - 2. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the designee to execute the original and all subsequent amendments to this Agreement.

B. Administration

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (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.
 - a. Any grant awards to for-profit entities are subject to review and approval by the California Department of Aging prior to issuance of a contract by the Agency on Aging to the Contractor. [22 CCR §7362]
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 this Agreement with the Agency on Aging 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.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the written consent of the Agency on Aging in the form of a formal written amendment.
5. The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State or the Agency on Aging.
6. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected.

C. 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 or suspended, proposed for debarment, 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 Section B.1 of this Article.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
- 2. The Contractor shall report immediately to the Agency on Aging, in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Agency on Aging.
 - 3. The Contractor agrees to timely execute any and all amendments to this Agreement or certificates, other required documentation relating to the Subcontractor's debarment/suspension status.
 - 4. The Contractor shall notify the Agency on Aging immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

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

- 1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- 2. 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.

E. Provision of Services, Staffing, and Standards of Work

1. The Contractor shall ensure the provision of services under this Agreement, as specified by the attached exhibits, which are hereby incorporated by reference. Inadequate performance or failure to make progress so as to endanger performance of this Agreement may result in imposition of sanctions as described in Appendix F, *Sanction Policy*, or termination of the Agreement as described in Article XVII, *Termination*.
2. The Contractor shall make every effort to meet the goals and objectives stipulated in this Agreement. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Agency on Aging. A service unit reduction that impacts the Agency's ability to provide service levels defined in its Area Plan or Area Plan Update service unit objectives requires:
 - a. Written approval from the California Department of Aging to the Agency on Aging if such reduction is greater than 10 (ten) percent.
 - b. An Amendment to the Agency on Aging's Area Plan if such reduction is greater than 20 (twenty) percent, including a public hearing; approval by the Agency's Governing Board and Advisory Council chairpersons and the Agency's Executive Director; and approval by the California Department of Aging. [22 CCR §7306(a)]
3. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.
4. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

5. The Contractor shall make staff available to the Agency on Aging for training and meetings, which the Agency on Aging may find necessary from time to time.

F. 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.

G. Nondiscrimination

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

1. Equal Access to Federally-Funded Benefits, Programs, and Activities (Title VI of the Civil Rights Act of 1964)

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC §2000d; 45 CFR §80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

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

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

3. California Civil Rights Laws

The Contractor shall ensure compliance with the requirements of California Public Contract Code §2010. The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (California Civil Code §51) and the Fair Employment and Housing Act (California Government Code §12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC §12101 et seq.]
5. During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (2 CCR §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
6. 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 (Public Law 112-239 enacted January 2, 2013), applies to this Agreement.
7. 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 USC 7 §3 of the Defense of Marriage Act)

8. The Contractor shall not require proof of age or citizenship as a condition of receiving services.
9. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.
10. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

H. Information Integrity and Security

1. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect Agency on Aging 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., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, §5300-5365.3; California Government Code §11109.9; Department of General Services Management Memo 06-12; Department of Finance Budget Letter 06-34; CDA Program Memorandum 07-18, Protection of Information Assets; and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

- a. Information collected and/or accessed in the administration of Agency on Aging programs and services.
- b. Information Assets may be in hard copy or electronic format and may include, but are not limited to:

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

2. Encryption of Portable Computing Devices

The Contractor and its Subcontractors/Vendors are required to encrypt (or use an equally effective measure) 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 portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure

- a. 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 and Agency on Aging policies. The requirement to protect information shall remain in force until superseded by laws, regulations, and State and Agency on Aging policies.
- b. 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.

- c. “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; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
 - d. 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 Subcontractors are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
 - e. The Contractor, and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized by law or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the Agency on Aging without prior written authorization from the Agency on Aging. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
 - f. 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.
4. Information Security Awareness Training
- a. The Contractor’s employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive, and/or personal identifying information must complete the required Information Security Awareness Training module available on the CDA Web site under Providers and Partners, Information Security Awareness Training, at the following URL:

<http://www.aging.ca.gov/ProgramsProviders/>

If Internet access is not available, a hard copy of the training module is available from the Agency on Aging upon request.

- b. Information Security Awareness Training must be completed 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.
- c. The Contractor must maintain certificates of completion on file and provide them to the Agency on Aging and the California Department of Aging upon request.

5. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

6. Contractor/Vendor Confidentiality Statement

The Contractor shall sign and return to the Agency on Aging the *Contractor/Vendor Confidentiality Statement* (Appendix C of this agreement), which is hereby incorporated by reference, and shall comply with all statutes and laws contained in the statement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA and Agency on Aging information assets from unauthorized access and disclosure.

7. Security Incident Reporting

A security incident occurs when CDA and/or Agency on Aging 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 report all security incidents to the Agency on Aging immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer, via the Agency on Aging, within five (5) business days of the date the incident was detected. The Security Incident Report form (CDA 1025) is available on the CDA Web site at the following URL:

<https://www.aging.ca.gov/ProgramsProviders/>

8. 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.

9. Software Maintenance

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

10. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of automated 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.

11. Provisions of Information Integrity and Security

The provisions contained in Article V, Section H, *Information Integrity and Security*, shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

I. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section J of this Article.
2. The Contractor may request permission to copyright material by writing to the Executive Director of the Agency on Aging. The Executive Director shall forward such request to the State and shall relay the State's response to the Contractor within sixty (60) days from the date of receipt of the State's decision.
3. If the material is copyrighted with the consent of the State, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that funds provided under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

J. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Section J.2 of this Article, produced or resulting from activities supported by this Agreement without the express written consent of the Executive Director of the Agency on Aging. 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 Agency on Aging. The Agency on Aging may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information that 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.
3. Subject only to the provisions of Article V, Section H, *Information Integrity and Security*, and Article V, Section I, *Copyrights*, of this Agreement, the State and the Agency on Aging 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 the Contractor and financed with funds under this Agreement shall: (a) state “The materials or product were a result of a project funded by an Agreement with the Fresno-Madera Area Agency on Aging and the California Department of Aging;” (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include the following statement: “The conclusions and opinions expressed may not be those of the

Agency on Aging and/or the California Department of Aging and this publication may not be based upon or inclusive of all raw data.”

5. The Contractor agrees to acknowledge the receipt of all funding support from the Agency on Aging in news releases (radio, television, and newspaper); printed materials such as brochures, pamphlets, newsletters; the Contractor’s Web site; and any other printed documents. Such acknowledgement shall make accurate reference to the service for which funding is provided, in whole or in part, by the Agency on Aging.
6. The Contractor shall forward a copy of all products and material developed in whole or in part with Agreement funds to the Agency on Aging for file.

K. Certifications

The Contractor shall comply with all statutes and laws contained in the Contractor Certification Clauses (Appendix B), which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Contracts in Excess of \$100,000

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

 - a. Clean Air Act, as amended. [42 USC §7401]
 - b. Federal Water Pollution Control Act, as amended. [33 USC §1251 et seq.]
 - c. Environmental Protection Agency Regulations. [40 CFR §29] [Executive Order 11738]
 - d. State Contract Act. [California Public Contract Code §10295 et seq.]
 - e. Unruh Civil Rights Act [California Public Contract Code §2010]

L. 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 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 federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the Contractor shall complete and submit 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. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. 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.

M. 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 Agency on Aging determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the Agency on Aging, 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.

N. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the Agency on Aging 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.

O. Facility Construction or Repair

1. This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act.
 - a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - i) Copeland "Anti-Kickback" Act [18 USC §874, 40 USC §3145] [29 CFR §3];
 - ii) Davis-Bacon Act [40 USC §3141 et seq.] [29 CFR §5];
 - iii) Contract Work Hours and Safety Standards Act [40 USC §327-333] [29 CFR §5, 6, 7, 8]; and
 - iv) 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 §60].

- b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by the Agency on Aging.
 - c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from the Agency on Aging before making any fund or budget transfers between construction and non-construction.
- P. If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code §11200 in accordance with California Public Contract Code 10353.
- Q. Grievance Process
 - 1. The Contractor must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Agreement. At a minimum, the process shall include all of the following:
 - a. Time frames within which a complaint will be acted upon.
 - b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Fresno-Madera Area Agency on Aging if dissatisfied with the results of the Contractor's review.
 - c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.
 - 2. The Contractor shall notify older individuals of the grievance process available to them by:
 - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.

- b. Advising homebound older individuals of the process either orally or in writing upon the Contractor's contact with the individuals.
3. Complaints may involve, but not be limited to, any or all of the following:
 - a. Amount or duration of a service.
 - b. Denial or discontinuance of a service.
 - c. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
 - d. Failure of the service provider to comply with any of the requirements set forth in CDA regulations or in this Agreement.
4. Nothing in this Article shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of the Contractor's governing board.

R. Disaster Plan

1. The Contractor shall prepare and maintain 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, and make such plan available to the Agency on Aging upon request.
2. The Contractor shall provide annual disaster response training and a current list of community resources for all employees and volunteers, and maintain documentation of such training.
3. The Contractor shall designate a primary and a secondary emergency contact. Following an emergency or disaster, the Contractor's designated contact shall update the Agency on Aging with the Contractor's operational status.
4. The Contractor shall complete Exhibit F, *Service Provider Emergency Resource Information*, included with this agreement, and advise the Agency on Aging whenever a change to this

information occurs.

S. Community Focal Points

The Vendor acknowledges that the Agency on Aging has designated locations as Community Focal Points, as required by Title 22 CCR Article 3 §7302(a)(14), 45 CFR §1321.53(c), and OAA 2006 §306(a), which are attached as Appendix J, *Community Focal Points List*.

ARTICLE VI. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, and services as set forth in 45 CFR §92.36.
3. The Contractor and its Subcontractor/Vendors shall comply with California 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."
4. Travel Reimbursement
 - a. Any reimbursement by Contractor from funds provided under this Agreement for authorized travel and per diem shall be at rates not to exceed those paid by the State in accordance with the 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>

b. This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, 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 Agency on Aging and the State. [2 CCR §599.615 et seq.]

5. The Agency on Aging reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure, as determined by the Agency on Aging not to be in compliance with this Agreement, unrelated or inappropriate to Agreement activities, or when inadequate supporting documentation is presented, or where prior approval was required but was 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 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR §200] [45 CFR §75]
2. The Contractor shall ensure that funding for services as outlined herein are managed and prorated monthly to ensure that adequate Older Americans Act funding is available to provide services through the ending date of this Agreement.
3. 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 Title III E) and Title VII services.

4. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR §200.302 and 45 CFR §75.302:

- 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

- 1. No later than March 31 of the Agreement year, the Contractor shall report to the Agency on Aging if any Older Americans Act funds will remain unexpended at the ending date of this Agreement.
- 2. The Agency on Aging shall request and receive from the Contractor release of Older Americans Act funds for an amount mutually agreed upon by both parties, not to exceed the estimated amount of unexpended funds. The Agency on Aging shall be reasonable in its request for funds and the Contractor shall not unreasonably withhold permission for release of funds.
- 3. The Agency on Aging retains all rights to reallocate released funds into other programs, projects, or activities.
- 4. Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the Agency on Aging 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. Funding Contingencies

- 1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State, and subsequently to the Agency on Aging, by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of the contracted program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
3. 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 Agreement and approval of an itemized budget. No legal liability on the part of the State or the Agency on Aging for any payment may arise under this Contract until funds are made available; the itemized budget is approved by the State; and the Contractor has received an executed Agreement.
4. If funding for any State or Agency on Aging fiscal year is reduced or deleted by the State, Legislature, or Congress for the purposes of this program, the Agency on Aging shall have the option to either:
 - a. Terminate the Agreement pursuant to Section A.1 of Article XVII, *Termination*, of this Agreement; or
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this Agreement.
5. The Agency on Aging reserves the right to increase and/or decrease funds available under this Agreement to reflect any restrictions, limitations, or conditions.

ARTICLE VII. BUDGET AND BUDGET REVISION

- A. The Contractor shall be reimbursed for expenses only as itemized in the approved budget with the exception of line item budget transfers as noted in Section E of this Article and shall not be entitled to reimbursement for these expenses until this Agreement is approved and executed by the Agency on Aging. The approved Contractor's budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The final date to submit a budget revision to the Agency on Aging for this Agreement is March 15, 2018.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's 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 or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).
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)]

D. Program Specific Funds

1. Program Income
 - a. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
 - b. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in Section D.1.d of this Article).
 - c. 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 Section

D.1.d of this Article) and may reduce the total amount of contract funds payable to the Contractor.

- d. 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.
- e. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.
- f. Program Income may not be used to meet the matching requirements of this Agreement.
- g. Program Income must be used to expand baseline services.
- h. If as a result of advanced funds, the project earns interest on funds awarded by the Agency on Aging, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.

2. One-Time-Only (OTO) Funds

- a. OTO Funds, if any, are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
- b. Titles III and VII federal program OTO funds shall only be used for the following purposes:
 - 1) The purchase of equipment that enhances the delivery of services to the eligible service population.
 - 2) Home and community-based projects that are approved in advance by the California Department of Aging, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - 3) Innovative pilot projects that are approved in advance by the California Department of Aging, 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).

- 4) OTO funds can be used to maintain or increase baseline services; however, the Contractor 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 California Department of Aging.

- c. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

E. Line Item Budget Transfers

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

1. The Contractor shall obtain prior approval from the Agency on Aging for any line item transfer of funds that exceeds ten percent (10%) of the total budget for each funding source, and submit a revised budget to the Agency on Aging.
2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount, and purpose of the transfer. This record shall be available to the Agency on Aging upon request and shall be maintained in the same manner as all other financial records.

F. Matching Contributions

1. "Matching Contributions" is defined in Article I, Section H.
 - a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.
 - c. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget cost principles.
2. Minimum matching contributions for Older Americans Act funded grants awarded by the Fresno-Madera Area Agency on Aging are determined as follows:

- a. Title III B Supportive Services (not including Ombudsman), Title III C1 Congregate Nutrition, and Title III C2 Home-Delivered Nutrition: Ten percent (10%) of the sum of the grant award, plus the minimum matching contributions. This is computed by dividing the grant amount by nine (9).
 - b. Title III E Family Caregiver Support Program: Approximately ninety percent (90%) of the sum of the grant award.
3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
 4. Matching contributions generated in excess of the minimum required are considered overmatch.

ARTICLE VIII. PAYMENT

- A. The Contractor shall prepare and submit a monthly expenditure report, as indicated in Appendix E, *Required Reports and Due Dates*, by the 15th of each month to the Agency on Aging, unless otherwise specified by the Agency on Aging.
- B. The Agency on Aging shall review the Contractor's report to ensure compliance with the approved Agreement budget.
- C. Depending upon funding availability, the Agency on Aging shall make monthly reimbursement payments to the Contractor as specified in Appendix E, *Required Reports and Due Dates*, of this Agreement. The Agency on Aging shall pay the Contractor a total not to exceed the amount shown on page one (1) of this Agreement.
- D. The Agency on Aging may withhold payment if the Agency on Aging determines that the Agreement with the Contractor is at-risk, as described in Appendix F, *Sanction Policy*.
- E. The Agency on Aging shall be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. Payments made after a decision to withhold funds or terminate the Agreement will be governed by Article XVII, *Termination*.
- F. The Agency on Aging may require financial reports more frequently than indicated in Section A of this Article or more detail (or both), upon written notice to the Contractor, until such time as the Agency on Aging determines that the financial management standards are met.

G. Closeout

1. The *Financial Closeout Report* for this Agreement shall be submitted to the Agency on Aging by July 15, 2018. If Agreement is terminated or cancelled prior to June 30, 2018, the *Financial Closeout Report* shall be submitted to the Agency on Aging within fifteen (15) days of termination or cancellation of the Agreement.
2. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

ARTICLE IX. SUBCONTRACTS

- A. The Contractor must obtain approval from the Agency on Aging prior to awarding any subcontracts for services contracted in this Agreement.
- B. The Contractor shall not obligate funds for this Agreement in any subcontracts for service beyond the ending date of this Agreement.
- C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California or the Agency on Aging.
- D. The Contractor shall maintain on file copies of subcontracts, memorandums, and/or Letters of Understanding which shall be made available for review at the request of the Agency on Aging.
- E. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XV, *Insurance*, of this Agreement.
- F. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Agency on Aging, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any contractors, 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(s) in the performance of this Agreement.
- G. The Contractor shall ensure that the subcontractor will complete all reporting and expenditure documents requested by the Agency on Aging. These reporting and expenditure documents shall be sent to the

Contractor in a timely manner and at intervals as determined by the Agency on Aging.

- H. The Contractor shall require all subcontractors to maintain adequate staff to meet the subcontractor's agreement with the Contractor. This staff shall be available to the California Department of Aging and the Agency on Aging for training and meetings, which the California Department of Aging or the Agency on Aging may find necessary from time to time.
- I. If a private non-profit 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.

ARTICLE X. RECORDS AND REPORTS

A. Records

- 1. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the *Financial Closeout Report* to the audited financial statements, and a summary worksheet identifying the results of performing audit resolution of its subcontractors in accordance with Article XIV, *Audit Requirements*, of this Agreement. 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 Agency on Aging. All records pertaining this Agreement must be made available for inspection and audit by the Agency on Aging or its duly authorized agents, at any time during normal business hours.
- 2. All such records, including confidential records, must be maintained and made available by the Contractor as follows:
 - a. Until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Agency on Aging or the California Department of Aging's Audit Branch;
 - b. For such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections 3 and 4 of this Article; and
 - c. For such longer period as the Agency on Aging or the State deems necessary.

3. 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 in Sections A.2.a through A.2.c of this Article. The Contractor shall ensure that any resource directories and all client records remain the property of the Agency on Aging upon termination of this Agreement, and are returned to the Agency on Aging or transferred to another Contractor as instructed by the Agency on Aging.
4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, such records shall be maintained and kept available until every action has been cleared to the satisfaction of the Agency on Aging and the State and so stated in writing to the Contractor.
5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the Agency on Aging 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 Agency on Aging or the State during the audit resolution process.
6. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

B. Reports

1. The Contractor shall prepare and submit fiscal and performance reports as designated in Appendix E, *Required Reports and Due Dates*. Reports shall be submitted on forms in a format approved by the Agency on Aging.
2. The Contractor shall assure that all fiscal and program data submitted to the Agency on Aging are timely, complete, accurate, and verifiable.
3. If supporting documentation is required as stated in Article XIV, *Audit Requirements*, all such documentation must accompany the monthly expenditure report.
4. All Program Income received by the Contractor shall be included on the monthly expenditure report, and expenditures supported

by Program Income shall be stated in the appropriate column. Program Income shall be tracked on a “first in-first out” method. Unspent Program Income shall not exceed the equivalent of thirty (30) days average Program Income.

5. The Contractor shall cross-train staff on program data collection and reporting requirements in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE XI. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
 1. Has a normal useful life of at least one (1) year.
 2. Has a unit acquisition cost of at least \$500 including any appropriate sales tax, shipping, and installation costs, etc. (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).
 3. Is used to conduct business under this Agreement.
- C. 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.
- D. The Contractor shall report property acquired with funds provided under this Agreement to the Agency on Aging:
 1. Title III B, Title III C, and Title VII (b): On the Monthly Report of Expenditures and Donations Revenue for the month in which the property was acquired.

2. Title III E: On the Title III E Monthly Report of Expenditures (for the Family Caregiver Support Program) for the month in which the property was acquired.
 3. Long-Term Care Ombudsman Program: On the Budget Summary/Monthly Expenditure Report and Request for Funds, Special Deposit Fund (SDF) & Skilled Nursing Facility Quality & Accountability Fund (SNFQAF) (CDA-OMB-300) for the month in which the property was acquired.
- E. The Contractor shall attach receipts for the property and a list of the following information for each item of property acquired: Date acquired; complete description; model number; serial number (if applicable); cost or other basis of valuation; and specific location of the property.
 - F. The Contractor shall maintain a cumulative inventory, including all information required by Section E of this Article, of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.
 - G. The Contractor shall affix the Asset Tag provided by the Agency on Aging to tangible property upon receipt of the asset tag from the agency, which identifies the property as State of California property. The Contractor shall enter the asset tag number on the cumulative inventory records maintained by the Contractor for this Agreement.
 - H. The Contractor shall conduct an annual physical inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose, and corresponding reconciliation must be kept on file and available for review by the Agency on Aging.
 - I. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Agency on Aging. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Agency on Aging. The Contractor shall submit a *Request to Dispose of Property* (CDA 248) to the Agency on Aging, and the Agency on Aging will then instruct the Contractor on disposition of the property. Once approval of the disposal has been received from the Agency on Aging, the item(s) shall be removed from the Contractor's inventory report.
 - J. The Contractor must remove all confidential, sensitive, or personal information from Agency on Aging property prior to disposal, including removal or destruction of data on computing devices with digital memory

and storage capacity, and certify this action on the *Request to Dispose of Property* (CDA 248). This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

- K. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify the Agency on Aging. In addition, the Contractor shall complete a *Request to Dispose of Property* (CDA 248) and provide it to the Agency on Aging.
- L. The State reserves title to all property purchased or financed with funds provided through the Agency on Aging that is not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.
- M. 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 personal property during the period of the project and until the Contractor has complied with all written instructions from the Agency on Aging regarding the final disposition of the property.
- N. In the event of the Contractor's dissolution, or upon termination of this Agreement, the Contractor shall provide a final property inventory to the Agency on Aging. The Agency on Aging reserves the right to require the Contractor to transfer such property to another entity, or to the Agency on Aging.
- O. The Contractor shall use the property for the purpose for which it was intended under this Agreement.
- P. The Contractor 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.
- Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Schedule of Program/Site Supplies and Equipment Purchases (page 4 of Exhibit B, Budget).
- R. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE XII. ACCESS

- A. The Contractor shall provide access to the Agency on Aging, federal or State contracting agency, Bureau of State Audits, 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 an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE XIII. MONITORING AND EVALUATION

- A. Authorized Agency on Aging, State, and federal 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, procurement, audits, inspections of project premises, interviews of project staff and participants, and, when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the Agency on Aging and the State in the monitoring and evaluation processes, which include making any administrative, fiscal, and program staff available during any scheduled process.

ARTICLE XIV. AUDIT 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:

Fresno Madera Area Agency on Aging
3837 North Clark Street
Fresno, California 93726

The copy shall be submitted within the earlier of 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.

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

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the “Schedule of Expenditures of Federal Awards” by the appropriate program name, identifying Agency on Aging grant/contract number, and as passed-through the California Department of Aging.

B. This Section B applies only to Title III and Title VII.

The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

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

“Cluster of programs” means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a State shall identify the federal awards included in the cluster and advise the subcontractors

of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR §75 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR §75, Subpart F, Audit Requirements] [formerly OMB Circular A-133], Audits of States, Local Governments, and Non-Profit Organizations)

- C. The Contractor shall perform a reconciliation of the Financial Closeout Report to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for review by the Agency on Aging.
- D. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the Financial Closeout Report.
- E. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds approved under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. Contract resolution includes:
 - 1. 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 §75.501-75.521 as summarized in Section F of this Article;
 - 2. 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;
 - 3. Reconciling expenditures reported to the Agency on Aging to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single audit requirements. For a Contractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to the Agency on Aging must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR §200.331] [45 CFR §75.352]; documented review of financial statements; and documented expense verification, including match; etc.).
 - 4. 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 and 45 CFR §75.100 et. seq.
- f. Written procedures for determining the allowability of costs in accordance with 2 CFR §200, Subpart E–Cost Principles and 45 CFR §75, Subpart E-Cost Principles.

[2 CFR §200.302] [45 CFR §75.302]

- 5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
- 6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor’s own records.

F. The Contractor shall ensure that its single audit report meets 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F-Audit Requirements:

- 1. 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] [45 CFR §75.515]
- 2. Properly procured: Use procurement standards for auditor selection. [2 CFR §200.509] [45 CFR §75.509]
- 3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514] [45 CFR §75.514]
- 4. All inclusive: Includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the

financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR §200.515] [45 CFR §75.515]

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F-Audit Requirements.
- G. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Agency on Aging shall have access to all audit reports and supporting work papers, and the Agency on Aging has the option to perform additional work, as needed.
- H. A reasonably proportionate share of the costs 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:
1. Any costs when audits required by the Single Audit Act, 2 CFR §200, Subpart F–Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity’s fiscal year.
 - a. 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.
 - b. 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, 2 CFR 200, Subpart F – Audit Requirements and 45 CFR §75, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards 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] [45 CFR §75.425]

- I. The Contractor shall cooperate with and participate in any further audits which may be required by the Agency on Aging.
- J. The Contractor shall indicate which method of providing audit compliance will be in force during this Agreement (Appendix D, *Method of Providing Audit Compliance*).

ARTICLE XV. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. **General Liability** of not less than \$1,000,000 per occurrence for bodily injury and property damage combined (higher limits may be required by the Agency on Aging in cases of higher than usual risks).
 2. **Automobile Liability, including non-owned auto liability**, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.

If applicable, the Contractor and subcontractors shall comply with the Public Utilities Commission 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 unless otherwise amended by future regulation:

 - \$ 750,000 if seating capacity is under 8.
 - \$1,500,000 if seating capacity is 8–15.
 - \$5,000,000 if seating capacity is over 15.
 3. **Professional Liability** of not less than \$1,000,000 as it appropriately relates to services rendered. Coverage shall include errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the State Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

- C. Evidence of insurance shall be in a form and content acceptable to the State Department of General Services, Office of Risk and Insurance Management.
- D. The Contractor shall notify the Agency on Aging within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall include the Contract Number listed on page 1 of this Agreement and provide the statement:

“The Fresno-Madera Area Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the Fresno-Madera Area Agency on Aging under this Agreement.”

Professional Liability coverage is exempt from this requirement.
 - 2. The Fresno-Madera Area Agency on Aging shall be named as the certificate holder and its address (3837 N. Clark St., Fresno, CA 93726) must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Agency on Aging, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Agency on Aging may, in addition to any other remedies it may have, terminate this Agreement.
- G. A copy of each appropriate Certificate of Insurance, or letter of self-insurance, referencing this Agreement number shall be submitted to the Agency on Aging with this Agreement.
- H. The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. [Labor Code §3700]

- I. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.
- J. Contractor agrees to indemnify, defend, and save harmless the Fresno-Madera Area Agency on Aging, State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all Contractors, subcontractors, material, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and also from any and all claims and losses occurring or resulting in any person, firm or corporation, who may be injured or damaged by Contractor in the performance of this Agreement.

ARTICLE XVI. DONATIONS

- A. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA §315(b)]:
 1. The Contractor or any subcontractors for any Title III or Title VII services shall not use means tests.
 2. Any Title III or Title VII client who does not contribute toward the cost of the services received shall not be denied services.
 3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service. Donation letters may not resemble a bill or statement.
 4. Each Service Provider will:
 - a. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - b. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - c. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
 - d. Establish appropriate procedures to safeguard and account for all contributions.

- e. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Agreement.

ARTICLE XVII. TERMINATION

A. Termination Without Cause

1. The Agency on Aging may terminate performance of work under this Agreement without cause in whole or in part, if the Agency on Aging determines that a termination is in the Agency on Aging's best interest. The Agency on Aging 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 State of California, the Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. 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.
2. The Contractor may terminate this Agreement at any time during the Agreement term by giving the Agency on Aging ninety (90) days written notice. In the event of termination notice, the Agency on Aging 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 of the Agreement.
3. Contractor shall, at least ninety (90) days prior to the end of the term of this Agreement, give written notice to the Agency on Aging if it intends to discontinue provision of any programs or services included in this Agreement during the subsequent Agreement period. The purpose of this requirement is to provide sufficient planning and transition time during the course of this Agreement period to ensure continuity of services to clients.

B. Termination for Cause

1. The Agency on Aging may terminate, in whole or in part, for cause the performance of work under this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

- a. In case of threat of life, health, or safety to the public.
- b. A violation of the law or failure to comply with any condition of this Agreement.
- c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
- d. Failure to comply with reporting requirements.
- e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Agency on Aging or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
- f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
- g. 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.
- h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
- i. The commission of an act of bankruptcy.
- j. Finding of debarment or suspension.
- k. The Contractor's organizational structure has materially changed.
- l. The Agency on Aging determines that the Contractor may be considered a "high risk" agency as described in 45 CFR §92.12 for 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, as described in Appendix F, *Sanction Policy*.
- m. Program operations have been suspended for more than three (3) consecutive months in any budget year, unless a longer period is granted in writing by the Agency on Aging.

2. 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, or when program operations have been suspended for more than three (3) consecutive months in any budget year. In all other cases of termination for cause, the termination shall take effect thirty (30) days subsequent to written notice to the Contractor.
 3. In the event of termination for cause, the Agency on Aging may proceed with the work in any manner deemed proper by the State. All costs to the Agency on Aging shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be paid to the Contractor upon demand.
- C. In the event of termination of this Agreement by the Agency on Aging, the Agency will present written notice to the Contractor describing the action being taken by the Agency on Aging, the reason for such action, and any conditions of the termination, including, but not limited to, the date of termination, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Agency on Aging and of the procedure for doing so. (*Appendix G, Appeal Procedure for Service Providers*)
- D. Contractor's Obligation After Notice of Termination
1. After receipt of a notice of termination, and except as directed by the Agency on Aging, 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:
 - a. Stop work as specified in the Notice of Termination;
 - b. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract;
 - c. Terminate all subcontracts to the extent they relate to the work terminated;
 - d. 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); and

- e. Comply with all additional terms of this Agreement pertaining to termination or cancellation of the Agreement.

ARTICLE XVIII. REMEDIES AND APPEAL PROCESS

- A. 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 Agency on Aging as a result of a breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project. Specifically, the Agency on Aging reserves the right to pursue all remedies allowed to it under the Older Americans Act, and all regulations adopted pursuant to the Act or implementing the Act, regarding the expenditure of federal funds.
- B. The Contractor may appeal an adverse determination by the Agency on Aging using the *Appeal Procedure for Service Providers*, which is set forth in Appendix G, for actions subject to appeal, as defined in Appendix G, Section I.A, *Actions Subject to Appeal*.
- C. The Contractor may appeal the Agency on Aging's final adverse determination once all administrative remedies contained in Appendix G, *Appeal Procedure for Service Providers*, have been exhausted, using the appeal process established in Title 22 CCR §7700 to 7710.
- D. The Contractor shall continue with the responsibilities under this Agreement during any dispute.
- E. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE XIX. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, approved as required by the Agency on Aging amendment process, and signed by a duly authorized representative of the Contractor and of the Agency on Aging. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. Should either party during the term of this Agreement desire a revision, waiver or modification in this Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept or reject the proposal within thirty (30) days of receipt of request. Once accepted, such revision may require an amendment through the Agency on Aging's contract process to provide for the change mutually agreed to by the parties.

- C. The Agency on Aging 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.
- D. An amendment is required to change the Contractor's name as listed on this Agreement. Any notice given to the Agency on Aging for a Contractor's change of legal name, main address, or name of Director shall be addressed to the Fresno-Madera Agency on Aging's Executive Director on the Contractor's letterhead. Upon receipt of legal documentation of the name change, the Agency on Aging will process the amendment. Invoices presented by the Contractor with the Contractor's new name cannot be paid prior to the Agency on Aging's approval of said amendment.

ARTICLE XX. NOTICING

- A. Any notice to be given hereunder by either party to the other may be effected by one of the following methods, provided Contractor retains receipt, and shall be communicated as of actual receipt: 1) Personal delivery in writing; 2) Registered or certified mail, postage prepaid and return receipt requested; or 3) Overnight mail.
- B. Notices to the Agency on Aging shall be addressed to the Fresno-Madera Area Agency on Aging at its current address, 3837 North Clark Street, Fresno, CA 93726, and notices to the Contractor shall be addressed to the Contractor's address as indicated on page 1 of this Agreement, unless otherwise requested in writing.
- C. Each party may change its address originally provided in this Agreement by written notice to the other party in accordance with this Article.