

**Seniors Council of Santa Cruz and San Benito Counties Service Provider Contract  
2024-25 Area Plan (Jul24-Jun25)**

**ARTICLE 1. TERMS AND CONDITIONS**

- A. The term of this Agreement is **July 1, 2024** through **June 30, 2025**, at which time the Agreement expires, subject however, to earlier termination or cancellation as herein provided.
- B. Services under this Agreement shall be provided over twelve months. However, failure of the AAA to receive funds from the State or of the CONTRACTOR to receive funds from the AAA for the execution of this Agreement shall relieve the CONTRACTOR from performance required by this Agreement.
- C. Should the CONTRACTOR begin work in advance of receiving notice that the Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

**ARTICLE 2. GENERAL TERMS AND CONDITIONS**

- 1. This Agreement is not assignable by the Contractor, either in whole or in part, without consent on the part of the AAA in the form of a formal written amendment.
- 2. Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting in any and all subcontractors, supplies, laborers and another person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CONTRACTOR in the performance of the this Agreement.
- 3. CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute.
- 4. CONTRACTOR and the agents and employees of CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of the AAA.
- 5. In the event that any provision of this Agreement is unenforceable, or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**ARTICLE 3. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

**A. General Definitions**

- 1. **Agreement or Contract:** the Standard Agreement, the Terms and Conditions, Program-Specific Terms and Conditions, Work Plan, Program Budget, all exhibits, attachments, amendments, unless otherwise provided in this Article.
- 2. **Contractor:** the legal entity to which funds are awarded under this Contract Agreement and which is accountable to the Seniors Council for use of these funds and is responsible for executing the provisions for services of this Contract Agreement.
- 3. **Allocation:** the process of assigning a cost, or a group of costs, to one or more cost objectives, in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost directly to a final cost objective or through one or more intermediate cost objectives. [2 CFR 200.1 and 45 CFR 75.2]

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4. **AAA:** Area Agency on Aging, which is operated by the Seniors Council of Santa Cruz and San Benito Counties.
5. **Cal. Civ. Code:** California Civil Code
6. **Cal. Gov. Code:** California Government Code
7. **Cal. Pub. Con. Code:** the California Public Contract Code.
8. **CCR:** California Code of Regulations.
9. **CFR:** Code of Federal Regulations
10. **Disallowed Costs:** Those charges determined to be unallowable, in accordance with applicable federal statutes, regulations or the terms of the federal award (2 CFR 200.31 and 45 CFR 75.2)
11. **HHS:** United States Department of Health and Human Services
12. **OAA:** Older Americans Act.
13. **OMB:** the federal Office of Management and Budget.
14. **Questioned costs:** a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of statute, regulation or the terms and conditions of a Federal award, including funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2)
15. **Recoverable cost:** the state and federal share of the questioned cost identified from an audit.
16. **Reimbursable item:** also known as “allowable cost” and “compensable item.”
17. **State and Department** means the State of California and the California Department of Aging (CDA) interchangeably
18. **Subcontract:** any form of legal agreement, including an agreement that the AAA considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
19. **UEI:** the Unique Entity ID – a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of the transition, the DUNS number has been removed from SAM.gov and entity registration, searching and data entry in SAM.gov now require use of the new Unique Entity ID.
20. **USC:** United States Code.
21. **Vendor:** an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.

**B. Resolution of Language Conflicts.**

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

1. Terms and Conditions, and any amendments thereto;
2. The Older Americans Act and other applicable federal statutes and their implementing regulations;
3. If applicable, the Older Californians Act and other California State codes and regulations,
4. The CDA Program Guide issued to the AAA.
5. CDA Program Memos and other written guidance provided by the AAA.

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**ARTICLE 4. GENERAL ASSURANCES**

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

CONTRACTOR agrees to administer this Agreement in accordance with this Agreement, and with all applicable local, State, and federal laws including, but not limited to, 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 to resolve all issues using good administrative practices and sound judgment. The CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates that are required by law.

**B. Subcontracts**

1. CONTRACTOR shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws. Contractor may not subcontract AAA funds without written approval of the AAA.
2. The AAA is responsible for ensuring the satisfaction, settlement and resolution of all administrative programmatic and fiscal aspects of the program(s), including issues that arises from any provider contracts. This includes, but is not limited to disputes, claims, protests of award, or other matters of a contractual nature.
3. The AAA shall, in the event that funds are Contracted, retain the prime responsibility for all the terms and conditions set forth, including, but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX, for handling property in accordance with Article VII and ensuring the keeping of, access to availability of, and retention of records and subcontractors in accordance with this Agreement.

**C. Assurances**

1. Standards of Work

CONTRACTOR agrees that the performance of work and services pursuant to the standards.

2. Nondiscrimination. CONTRACTOR shall comply with all federal statutes relating to nondiscrimination, including the following:

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

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

b. Equal Access to State-Funded Benefits, Program and Activities

CONTRACTOR shall, unless exempted, ensure compliance with the requirements of the Cal. Gov. Code § 11135 et seq., and 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]

c. California Civil Rights Laws

For contracts over \$100,000, the CONTRACTOR shall certify compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. This certification ensures Contractor compliance with the Unruh Civil Rights Act

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(Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures that Contractor internal policies are not in violation of California Civil Rights Laws.

- d. CONTRACTOR assures the AAA that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 USC 12101 et. seq.)

D. Lobbying Certification

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

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
- d. 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.
- e. 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.

E. Conflict of Interest

- 1. 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 AAA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the AAA and such conflict may constitute grounds for termination of the Contract 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

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(real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Contract Agreement. There has been no agreement to make commission payments in order to obtain this Contract Agreement.
2. For breach or violation of this warranty, the AAA shall have the right to terminate this Contract 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 contingent fee.

G. Payroll Taxes and Deductions

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

H. Contract Agreements 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:

1. Clean Air Act, as amended.
2. Federal Water Pollution Control Act, as amended.
3. Environmental Protection Agency Regulations.
4. State Contract Act
5. Unruh Civil Rights Act

I. Debarment, Suspension, and Other Responsibility Matters

1. CONTRACTOR certifies to the best of its knowledge and belief, that it, and any subcontractors:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not within a three-year period preceding this application 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 government entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification;
  - d. Have not within a three-year period preceding this application had one or more public transactions (federal, State, or local) terminated for cause or default; and
2. CONTRACTOR shall report immediately to the AAA in writing any incidents of alleged fraud and/or abuse by either CONTRACTOR or subcontractor.
3. CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by AAA.

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4. CONTRACTOR agrees to timely execute any and all amendments to this Contract Agreement or other required documentation relating to their subcontractor's debarment/suspension status.
- J. Availability of Staff
- 1) CONTRACTOR shall maintain adequate staff to meet the obligations under this Agreement.
  - 2) CONTRACTOR shall make staff available to the AAA for training and meetings which the AAA may find necessary from time to time.
- L. Provision of Services
- CONTRACTOR shall ensure the provision of services under this Agreement as specified by the attached program exhibits which are hereby incorporated by reference. The AAA reserves the right to reduce funding if service levels in the contract are not attained.

**ARTICLE 5. RECORDS**

- A. The CONTRACTOR shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, general ledger and backup documentation for monthly financial reports and financial closeouts, insurance documentation, client records, electronic files and board minutes. Records shall be maintained in a form satisfactory to AAA and all records pertaining to this Contract Agreement must be available for inspection and audit by AAA and the State or its duly authorized agents, at any time during normal business hours.
- B. All such records must be maintained and made available by the CONTRACTOR: (1) until a CDA audit of the July 1, 2024 through June 30, 2025 expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Contract Agreement, and (3) for such longer period as AAA deems necessary.
- C. If this Contract Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in section (B) above. The CONTRACTOR shall ensure that any resource directories and all client records remain the property of AAA upon termination of this Contract Agreement, and are returned to AAA or transferred to another CONTRACTOR as instructed by AAA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of AAA and so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by AAA under this Contract Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned and may be disallowed by the AAA or CDA.

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- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with the guidelines set forth in this Agreement. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

**ARTICLE 6. PROPERTY (EQUIPMENT PURCHASED WITH AAA FUNDS)**

- A. Unless otherwise provided for in this article, property refers to all assets, used in operation of this Contract Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools and intangibles, etc.
  2. Property does not include consumable office supplies such as paper, pencils, printer cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements. Such property must:
1. Have a normal useful life of at least one year; and has a unit acquisition of at least one (1) year and has a unit acquisition cost of at least \$5000 (a desktop or laptop setup, is considered a unit, if purchased as a unit)
  2. All computing devices, regardless of cost (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
  3. All portable electronic storage media, regardless of cost (including, but not limited to, thumb/flash drives and portable hard drives).
- C. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. 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 included to obtain the asset.
- D. The CONTRACTOR shall keep track of property purchased with CDA funds under this Agreement. The CONTRACTOR shall maintain and submit to the AAA, annually with the closeout, a current inventory of property purchased by the Contractor with CDA funds awarded under this Agreement or any predecessor agreement for the same purpose. The CONTRACTOR shall use Form CDA 9032 to report property, unless otherwise directed by the AAA.
- The CONTRACTOR shall record the following information for all property acquired with CDA funds under this Agreement:
1. Date acquired
  2. Item description (include model number)
  3. CDA-issued tag number of other tag identifying as State of California property.
  4. Serial number, if applicable.
  5. Purchase cost or other basis of valuation
  6. Fund source
- E. Prior to disposal of any property purchased with AAA funds in support of services outlined within this Contract, CONTRACTOR must obtain approval from the State via the AAA of

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all reportable property as defined in Item B above. Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is received from CDA via the AAA. The CONTRACTOR shall use the Request to Dispose of Property (CDA 248) to dispose of property. Once approval for disposal has been received from the AAA, the item may be removed from the inventory report.

Property purchased with CDA funds is not to be disposed of until the AAA confirms approval has been received from CDA.

- F. CONTRACTOR must remove all confidential, sensitive or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multifunction printers and laptops.
- G. Any loss, damage or theft of equipment shall be investigated, fully documented and the CONTRACTOR shall promptly notify the AAA and provide copies of investigative documentation and police records as requested by the AAA.
- H. The State reserves title to all the State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations.
- I. The CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project and until the Contractor has complied with all written instructions from the State via the AAA regarding the final disposition of the property.
- J. In the event of the CONTRACTOR 's dissolution, or upon termination of this Agreement, the CONTRACTOR shall provide a final property inventory to the State via the AAA. The State reserves the right to require the CONTRACTOR to transfer such property to another entity, or to the State via the AAA.
- K. To exercise the above right, within 120 days after termination of the Agreement or notification of the CONTRACTOR 's dissolution the State via the AAA will issue specific written disposition instructions to the CONTRACTOR.
- L. The CONTRACTOR shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the CONTRACTOR shall use it, if needed, and with written approval of the State via the AAA, for other purposes in this order:
  - 1. Another Department program providing the same or similar service; or
  - 2. Another Department-funded program.
- M. The CONTRACTOR may share use of the property and equipment or allow use by other programs, upon written approval of the State via the AAA. As a condition of the approval, the State via the AAA may require reimbursement under this Agreement for its use.
- N. The CONTRACTOR or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

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- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

**ARTICLE 7. ACCESS**

The CONTRACTOR shall provide access to AAA or any of its duly authorized representatives, federal or State agencies and to the Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal and State representatives to any books, documents, papers, records and electronic files of the CONTRACTOR or subcontractors which are directly pertinent to this specific Contract Agreement for the purpose of audit, examination, excerpts, and transcriptions. The CONTRACTOR shall include this requirement in any AAA-approved subcontracts.

**ARTICLE 8. MONITORING, ASSESSMENT AND EVALUATION**

- A. Authorized AAA representatives shall have the right to monitor, assess, and evaluate the CONTRACTOR's administrative, fiscal and program performance pursuant to this Contract Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, administrative processes, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, interviews of project staff, and participants, and review of administrative documentation including nonprofit board minutes.
- B. The CONTRACTOR shall cooperate with AAA and CDA in the monitoring, assessment, and evaluation processes, which includes making any administrative program and fiscal staff, available during any scheduled process.
- C. The CONTRACTOR shall, upon request, make available client participation records and fiscal records which confirm all data contained in monthly performance and fiscal report. The information shall be maintained in a neat and orderly manner.
- D. The CONTRACTOR shall demonstrate an ongoing mechanism for internal monitoring and evaluation of the program.
- E. The CONTRACTOR shall maintain formal procedures for obtaining the views of participants regarding service operations. Suggestions relative to program changes/modifications must receive appropriate consideration by CONTRACTOR. Acceptable methods for soliciting consumer input include, but are not limited to: suggestion box, project council/advisory group, client questionnaires, and interviews.
- F. CONTRACTOR shall monitor subcontractors or grant agreements to ensure compliance with laws, regulations and the provisions of grant agreements that may have a direct or material effect on each of its major programs.
- G. CONTRACTOR is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts or grant agreement, and all other pertinent records until a CDA audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the AAA.

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**ARTICLE 9. AUDIT REQUIREMENTS**

A. General.

1. Any duly authorized representative of the federal or State government, which includes, but is not limited to the State Auditor, CDA staff, and any entity selected by the State to perform inspections, shall have the right to monitor and audit CONTRACTOR and all subcontractors providing services under this Agreement through on-site inspections, audits and other applicable means the State determines necessary. In the event that AAA is informed of an audit by an outside federal or State government entity affecting the CONTRACTOR, the AAA will provide timely notice to CONTRACTOR.
2. CONTRACTOR shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocatable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit statements, employee time sheets, purchase orders, indirect cost allocations.
3. All agreements entered into by CONTRACTOR with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal government access to the supporting documentation of said audit firm(s).
4. CONTRACTOR shall cooperate with and participate in any further audits which may be required by the State including CDA fiscal and compliance audits.

B. Contract Resolution of AAA Contractors

The AAA shall have the responsibility for resolving its contracts with CONTRACTORS to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations and provisions of contracts or agreements.

Contract Resolution includes:

1. The AAA shall perform a reconciliation of the Financial Closeout Report to audit or financial statements or general ledgers.
2. Ensuring that CONTRACTORS expending \$750,000 or more in federal awards during the program year have met the single audit reporting requirements.

Single Audit Reporting Requirements

- a. CONTRACTORS that expend \$750,000 or more in federal funds during the fiscal year shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR Part 200.501 to 200.521 and 45 CFR 75.501 to 75.521 and a copy submitted to the AAA.
- b. The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.
- c. CONTRACTOR shall ensure that State-funded expenditures are displayed discretely, along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Domestic Assistance (CFDA) number as referenced in this Agreement.

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- d. For contracts that do not have CFDA numbers, the CONTRACTOR shall ensure that State-funded expenditures are discretely identified in the SEFA by the appropriate program name or identifying contract number

Audits must be:

- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be completed not later than 9 months after the end of the fiscal year. The audit report is due to the AAA not later than 30 days after the completion of the audit.
  - b. Properly procured – use procurement standards for auditor selection [2 CFR 200.509 and CFR 75.509]
  - c. Performed in accordance with Generally Accepted Auditing Standards [2 CFR 200.514 and 45 CFR 75.514]
  - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provision of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515].
  - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200 and 45 CFR Part 75, Subpart F, Audit Requirements.
  - f. CONTRACTORS requiring a single audit must include in its contract with an independent auditor that the Auditor will comply with all applicable audit requirements/standards. CDA may have access to all audit reports and supporting work papers and the option to perform additional work, if needed.
- C. If the CONTRACTOR is not required to obtain an audit in accordance with Section B, the AAA shall perform financial management 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 that these items are used solely for authorized purposes.
  - d. Comparison of expenditures with budget amounts for each federal awards
  - e. Written procedures to implement the requirements of 2 CFR200.305
  - f. Written procedures for determining the allowability of costs.
  - g. The AAA will document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
  - h. The AAA will determine whether the results of the reconciliations performed necessitate adjustment of the AAA's or the Contractor's' records.
  - i.
- E. The AAA will prepare a summary worksheet of results from the contract resolutions performed of all CONTRACTORS.

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**ARTICLE 10. INSURANCE AND HOLD HARMLESS**

- A. Prior to commencement of any work under this Contract Agreement, the CONTRACTOR shall provide for the term of this Contract Agreement, the following certificates of 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 CDA in cases of higher than usual risks.
  - 2) **Automobile Liability**, including non-owned liability, of not less than \$1,000,000 for volunteers and paid employees providing services supporting by this agreement.
  - 3) If applicable, or unless otherwise amended by future regulation, the CONTRACTOR or subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - (a) \$750,000 if seating capacity is under 8
    - (b) \$1,500,000 if seating capacity is 8-15
    - (c) \$5,000,000 if seating capacity is over 15
  - 4) **Worker's Compensation insurance.**
  - 5) **Professional Liability** of not less than \$1,000,000 **as it appropriately relates to services rendered.** Coverage may include errors or omissions. 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. Legal services providers are also required to maintain professional liability coverage.
- B. The insurance will be obtained from an insurance company acceptable to the California 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 AAA. Insurance obtained through commercial carriers shall meet the following requirements:
- 1) The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to AAA, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
  - 2) The Certificate of Insurance shall provide that AAA is included as additional insured, but only insofar as the operation under this Contract Agreement is concerned. Errors and Omissions coverage is exempt from this requirement.
  - 3) The Seniors Council of Santa Cruz and San Benito Counties shall be named the certificate holder and AAA's address must be listed on the certificate.
- D. The CONTRACTOR shall immediately notify the AAA of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times said insurance coverage, AAA may, in addition to any other remedies it may have, terminate this Contract Agreement.
- E. The CONTRACTOR shall require all subcontractors under this program to maintain adequate insurance coverage for general liability, worker's compensation liabilities and, if appropriate auto liability including non-owned auto and professional liability and further, the CONTRACTOR shall require of all its subcontractors to hold the CONTRACTOR and the AAA harmless. The Contractor shall maintain certificates of insurance for all its subcontractors.

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- F. A copy of each appropriate certificate of insurance, referencing the Seniors Council as additional insured, shall be submitted to AAA with this Contract Agreement.
- G. **Hold Harmless.** The CONTRACTOR shall indemnify, defend and save harmless the Seniors Council/Area Agency on Aging, and the California Department of Aging, their officers, agents and employees from any and all claims and losses accruing or resulting to any subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Contract Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CONTRACTOR in the performance of this Contract Agreement.

**ARTICLE 11. TERMINATION**

- A. Termination Without Cause  
The AAA may suspend or terminate performance of work under this Agreement without cause in whole or, in part, if the AAA determines that a termination is in the AAA's interest. The AAA may terminate the Agreement upon 90 days written notice to the CONTRACTOR. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of the Notice of Termination. The parties agree that if the termination of the contract is due to a reduction or deletion of funds by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from delivery of the notice. The parties agree that for the terminated portion of the Agreement, the remainder of the Agreement shall be deemed to remain in effect and is not void. Upon termination of the Agreement, or any part thereof, the CONTRACTOR shall submit to the AAA a Transition Plan as specified in this Agreement.
- B. Termination for Cause  
The AAA may terminate, in whole or in part, for cause the performance of work under this Agreement. The AAA may terminate the Agreement upon thirty (30) days written notice to the CONTRACTOR. The Notice of Termination shall be effective (30) days from the delivery of the Notice of Termination unless grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The CONTRACTOR shall submit to CDA a Transition Plan as specified in this Agreement. The grounds for termination for cause shall include, but are not limited to:
  - 1. In case of threat against life, health or safety of the public. (Termination of Agreement shall be effective immediately.)
  - 2. A violation of the law or failure to comply with any condition of this Agreement;
  - 3. Inadequate performance or failure to progress so as to endanger the performance of this Agreement;
  - 4. Failure to comply with reporting requirements.
  - 5. Evidence that CONTRACTOR is in an unsatisfactory financial condition as determined by an audit or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
  - 6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

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7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the CONTRACTOR's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the CONTRACTOR.
8. Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against the CONTRACTOR's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension as outlined in this Agreement.
11. The CONTRACTOR's organizational structure has materially changed.
12. The AAA determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the CONTRACTOR may be subject to special conditions or restrictions.

C. CONTRACTOR's Obligation After Notice of Termination

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

The CONTRACTOR shall:

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

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health or safety of the public. In all other cases, the termination shall take effect thirty (30) days subsequent to written notice to the CONTRACTOR. This notice shall describe the action being taken by the AAA, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the CONTRACTOR of its right to appeal such decision to the AAA and the procedure for doing so.

E. Voluntary Termination

Pursuant to Title 22, Section 7210, the CONTRACTOR may voluntarily terminate its contract prior its expiration either by mutual agreement with the AAA or upon 30 days written notice to the AAA. In the case of voluntary termination, the CONTRACTOR shall allow the AAA up to 90 days to transition services.

- F. Transition Plan In the event of a termination, the AAA will must present a transition plan to the State within 15 days of delivery of notice of termination for a service funded by Title III or VII. The transition plan must be approved by the State and including the following: 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. The CONTRACTOR shall work cooperatively with the AAA to complete a transition of services.

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**ARTICLE 12. REMEDIES**

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

**ARTICLE 13. DISSOLUTION OF ENTITY**

The CONTRACTOR shall notify the Seniors Council immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

**ARTICLE 14. AMENDMENTS, REVISIONS OR MODIFICATIONS**

- A. No, amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties
- B. The AAA reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.
- C. An amendment is required to change the CONTRACTOR's name as listed on this Contract Agreement. Upon receipt of legal documentation of the name change AAA will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**ARTICLE 15. NOTICING**

- A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail or email.
- B. Notices mailed to the AAA should be addressed as follows:
  - Executive Director
  - Seniors Council/AAA
  - 234 Santa Cruz Avenue
  - Aptos, CA 95003
- C. Either party may change its address by written notice to the other party in accordance with this Article.

**ARTICLE 16. AAA CONTACT**

- A. The AAA's contact to request revisions, waivers, or modifications affecting this Agreement, effective upon full execution of this Agreement, shall be the Seniors Council Executive Director. Such contact may be effected through the Seniors Council AAA Administrator However, no revision, waiver, or modification affecting this Agreement shall be granted or approved by other staff than the Executive Director, except by explicit written direction from the Executive Director. Further, certain revisions, waivers, or modifications affecting this Agreement may not be granted or approved except by action of the Seniors Council Board of Directors.

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- B. The Executive Director of the CONTRACTOR shall be the official contact for this Agreement with the AAA, unless notice is received otherwise.

**ARTICLE 17. INFORMATION CONFIDENTIALITY AND SECURITY**

- A. The Information Confidentiality and Security Requirements in this section apply to the AAA, CONTRACTORS and any vendors or subawards to follow with respect to all personal, confidential and sensitive information (as defined herein) disclosed to the AAA, or collected, created maintained, stored, transmitted or used by the AAA for or on behalf of the CDA pursuant to the AAA's MOU with CDA and the CDA Program Guide. (Such personal, confidential and sensitive information is referred to here as CDA PSCI.) CDA and the AAA desire to protect the privacy and provide for the security of CDA PSCI in compliance with the CDA program guide and applicable state and federal laws.

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 herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual § 5300 to 5365.3, Cal.Gov Code § 110919.9, DGS Management Memo 06-12; DOF Budget Letter 06-34 and CDA Program Memorandum 07-18 Protection of Information Assets, Statewide Health Information Policy Manual. Information assets may be in hard copy or electronic format and may include, but are not limited to:

1. Reports
  2. Notes
  3. Forms
  4. Computers, laptops, cell phones, printers, scanners
  5. Networks (LAN, WAN, WiFi) servers, switches, routers
  6. Storage media, hard drives, flash drives, cloud storage
  7. Data, applications, databases
- B. Encryption of Computing Devices  
The CONTRACTOR and any authorized vendor with access to PSCI client data covered under this Agreement are required to use 128-Bit encryption for data that is stored and collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to workstations, servers, laptops, personal digital assistants, notebook computers and backup media and/or electronic storage media (including but not limited to discs, thumb/flash drives, portable hard drives and backup media.
- C. Disclosure
1. The CONTRACTOR and any authorized vendor with access to client data covered under this Agreement shall ensure that all confidential, sensitive and/or personal information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
  2. The CONTRACTOR, and any authorized vendor with access to client data covered under this Agreement shall protect from unauthorized disclosure confidential, sensitive and/or personal identifying information, such as names and

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other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Personal identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The CONTRACTOR and any authorized vendor with access to client data covered under this Agreement 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 any vendors with access to client data covered under this Agreement are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The CONTRACTOR and any authorized vendor with access to client data covered under this Agreement shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the AAA without prior written authorization from the AAA. The CONTRACTOR may be authorized in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The CONTRACTOR and any authorized vendor with access to client data covered under this Agreement may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the CONTRACTOR accept such blanket authorization from any participant.

D. Privacy and Information Security Training

1. The CONTRACTOR's employees, authorized vendors and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA module located at <http://www.aging.ca.gov> within 30 days of the start date of the Contract/Agreement, within 30 days of the start date of any new employee, vendor or volunteer's employment and annually thereafter.
2. The CONTRACTOR must maintain certificates of completion on file and provide copies to the AAA. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable for group training in lieu of individual certificates. If internet access is not available, a hard copy of the training module may be provided to employees and/or volunteers for their completion.

E. Health Insurance Portability and Accountability Act (HIPAA)

The CONTRACTOR agrees to comply with the privacy and security requirements off the Health Insurance Portability and Accountability Act (HIPAA) and ensure that any vendor with access to client data covered under this Agreement complies with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The CONTRACTOR shall sign and return an Information and Security Statement (CDA 1024) with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect information assets from unauthorized access and disclosure.

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- G. Security Incident Reporting  
A security incident occurs when 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 any authorized vendor with access to client data covered under this Agreement must comply with CDA’s security incident reporting procedure and report all security incidents to the AAA immediately upon detection.
- H. Notification of Security Breach to Data Subjects  
Notice must be given by the CONTRACTOR or any authorized vendor to anyone whose confidential, sensitive and/or personal information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
- I. Software Maintenance  
The Contractor and any authorized vendors shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.
- J. Electronic Backups  
The CONTRACTOR and any authorized 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 any authorized vendor shall ensure that all data, files and any backup files are encrypted.
- K. **Definitions.** For purposes of this Article the following definitions apply:  
**1. Breach:** a) the authorized acquisition, access, use or disclosure of CDA PSCI in a manner which compromises the security, confidentiality or integrity of the information; or b) The same definition of “breach of the security system” set forth in the California Civil Code section 1798.29, subdivision (f) or; c) the same definition of breach set forth in the Health Insurance Portability and Accountability Privacy Rule, 45 Code of Federal Regulations 164.402.  
**2. Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.)  
**3. Disclosure:** the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the informations.  
**4. PSCI:** “personal information,” “confidential information” and “sensitive information,”  
**5. Personal Information:** information that identifies or describes an individual including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA’s policy to consider all information about individuals private unless such information is determined to be a public record. Personal information also includes the following:  
a) Notice-Triggering Personal Information: specific items of personal information (name plus Social Security number, driver license/California ID card number or financial account number) that may trigger a requirement to notify individual if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying

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information assigned to an individual, such as a finger or voice print or a photograph. See Civil Code section 1798.29

b) Protected Health Information (PHI): The term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a).

PHI includes information in any form, including paper, oral and electronic.

6. **Security Incident:** a) a breach or attempted breach; b) the attempted or successful modification or destruction of, or interference with, the AAA’s system of operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDA PSCI; or; d) any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

7. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss or deletion. Sensitive information may be either Public Information or Confidential Information. It is information that requires higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, sensitive information includes records of agency financial transactions and regulatory actions.

**ARTICLE 18. COPYRIGHTS, RIGHTS IN DATA**

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for federal or state government purposes the following: a) The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant. b) Any rights of copyright/trademark to which a AAA or subcontractor purchases ownership with grant funds.

**ARTICLE 19: PUBLIC EDUCATION AND PROMOTIONAL INFORMATION**

B. Public Education and Information

Public Education and Information falls into two categories:

1. **Educational:** materials that educate and inform an audience, such as activity books, coloring books, brochures and posters.
2. **Promotional** – material that promotes, supports, enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets and litter bags. The State of California and CDA do NOT allow CDA funds to be used for this purpose.

Contractors that use CDA funds to produce educational material must receive approval, via the AAA, from the CDA Office of Communications prior to production. Additionally, Contractors that use CDA funds to produce PI&E materials must receive written approval from the CDA Office of Communications

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in order to use any CDA logo. Those wishing to submit items for approval should allow a minimum of ten business days for approval.

All materials used in the production of public outreach materials paid for with grant funds are the property of the AAA and CDA (i.e. data, photos, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). CDA reserves the right to use materials developed by the AAA or its Contractors.

Inclusion of the logo and/or funding should not interfere with primary program messaging. Questions may be directed to the AAA. All documents must comply with Federal Acquisition Regulation, Section 508, which governs document accessibility.

3. Both the AAA and Contractor shall comply with the Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G" or "stuff we all get."
4. If CDA funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from the CDA Office of Communication before publication or production. Any mention of the CDA name or organization in press or outreach materials requires prior approval.

**ARTICLE 20. CULTURAL COMPETENCY AND LINGUISTIC ACCESS**

All services under this Agreement are to be culturally accessible and appropriate to the community. It is assumed that if the services are accessible and appropriate, the client population will reflect the demographics of the community. All contractors providing services under Agreement with the AAA shall comply with the following:

- 1) Materials are available are culturally sensitive and appropriate.
- 2) Services are actively marketed to the community.
- 3) All services, and the entry points to services (such as reception, information and referral, etc.) have bilingual capability with equal levels and quality of service.
- 4) Services are culturally competent (referring to an accepted set of behaviors, attitudes, and policies enabling an agency or program to work effectively in cross-cultural situations).
- 5) Agency or program leadership is culturally competent.
- 6) Efforts are made to maintain diversity on agency policy and advisory boards.
- 7) Client demographics are representative of the agency's service and geographical areas.
- 8) CONTRACTOR shall take reasonable steps to ensure that "alternative communication services" are available to non-English speaking or limited English speaking beneficiaries of services under this agreement at key points of contact.
- 9) CONTRACTOR shall post grievance procedures.
- 10) CONTRACTOR shall notify the AAA immediately of any complaints alleging discrimination based upon a violation of State or federal law.

The AAA's monitoring of CONTRACTOR's service provision performance will include compliance with these standards.

- B. The CONTRACTOR shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint alleging discrimination based upon a violation of State or federal law.

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**ARTICLE 21. FUNDS**

A. Expenditure of Funds

- 1) The CONTRACTOR shall expend all funds received hereunder in accordance with this Contract Agreement.
- 2) Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources rules and regulations. Rates may be accessed on the State's website or <http://www.dpa.ca.gov>.  
This is not to be construed as limiting the CONTRACTOR from paying any differences in costs, from funds other than those provided by the AAA, between State 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 AAA.  
[SCM 3.17.2.A(4)]et. seq.]
- 3) The AAA reserves the right to refuse payment to the CONTRACTOR or disallow costs for any expenditure, as determined by AAA to be: out of compliance with this Contract Agreement, unrelated or inappropriate to Contract Agreement activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability of Funds

- 1) The CONTRACTOR shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures the Office of Management and Budget's Uniform Administrative Requirements.[2 CFR 200] [45 CFR 75]
- 2) 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) Allowable Costs
  - h) Cash Management

C. Unexpended Funds

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

D. Funding Contingencies

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

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was executed after that determination was made.

- 2) This Agreement is valid and enforceable only if sufficient funds are made available by the United States Government or the Budget Acts of the appropriate fiscal years for the purposes of this (these) program(s). In addition, this Agreement is subject to any additional restriction, limitations or conditions enacted which may affect the provisions, terms, or funding of this Agreement in any manner.

3) Limitation of State/AAA Liability

Payment for performance by the CONTRACTOR shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes his contract and approval of an itemized budget. No legal liability on the part of the State or AAA for any payment may arise under this contract until funds are made available, the itemized budget is received and approved and the Contractor has received an approved contract.

4) Funding Reductions

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

- Terminate the contract pursuant to this Agreement
- Offer a contract amendment to the CONTRACTOR to reflect the reduced funding for this contract.

In the event that the AAA elects to offer an amendment, it shall be mutually understood that by both parties that (1) the AAA reserves the right to determine which contracts, if any, under this program shall be reduced and (2) some contracts may be reduced by a greater amount than others, and (3) that the AAA shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year. If the CONTRACTOR is not meeting contracted service units, the AAA reserves the right to reduce funding.

5) Increase of Awarded Funds

The AAA may increase the amount of awarded funding, subsequent to execution this Contract Agreement, if additional AAA funding becomes available. The CONTRACTOR may be required to increase the service unit objectives as listed in the scope of service to qualify for additional funding.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the AAA. [2]CFR 200.305(b)(8)] [45 CFR 75.305 (9)]
2. Interest earned on advances of federal and non-federal contract funds shall be identified as non-match cash on fiscal forms. [2]CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. Nonprofits shall maintain advances of federal funding in interest bearing accounts, unless the following apply;
  - (a) The recipient receives less than \$120,000 in federal awards per year.
  - (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
  - (c) The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

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**ARTICLE 22: BUDGET AND BUDGET REVISION**

- A. The CONTRACTOR will be reimbursed for expenses only as itemized in budgets approved by the AAA which are included as Exhibit "B" attached and hereby incorporated by reference.
- B. Budgets must set forth in detail the reimbursable items. Budgets must be submitted on the forms provided by the AAA: Categories shall include, as applicable:
  - 1. Personnel costs
  - 2. Staff Travel
  - 3. Staff Training
  - 4. Property/Equipment (**All equipment purchased with AAA funds must be approved by the AAA and tracked and reported on annually, including any equipment that will store client information with detailed description and unit cost**)
  - 5. Match/Non-Match
  - 6. Consultants
  - 7. Food costs, if applicable
- C. Budgets for this contract shall include all funds used for program services, including, but not necessarily limited to, federal, state, and local cash and in-kind contributions, participant contributions, contract-related income, and non-matching contributions.
- D. CONTRACTOR 's budget and budget revisions shall adhere to any other procedures established by the AAA.
- E. Indirect Costs
  - 1. The maximum reimbursement amount allowable for indirect costs is 10% of CONTRACTOR's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
- F. The CONTRACTOR shall submit a budget revision within 30 days after receiving an amended contract with changes in funding levels, unless otherwise instructed by the AAA.
- G. Closeout Reports
  - 1. All Contractors must submit a Financial Closeout Report, as instructed by the AAA.
  - 2. Final expenditures must be reported to the AAA in accordance with approved allocations.
  - 3. Closeouts must be submitted timely by the 20<sup>th</sup> of the month following the end of the fiscal period.
  - 4. All Contractors are required to verify property inventory of any property purchased with CDA/AAA funds.

**ARTICLE 23: PROGRAM-SPECIFIC FUNDS**

- A. Program Income
  - 1) Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
  - 2) Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

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- 3) For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII Elder Abuse Prevention Programs: Program Income must be spent before the Contract Agreement funds (except as noted in 4) and may reduce the total amount of Contract Agreement funds payable to the CONTRACTOR.
- 4) For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII Elder Abuse Prevention Programs, if Program Income is earned in excess of the amount approved by AAA in the Contract Agreement budget, the excess amount may be deferred for use in the first quarter of the following Contract Agreement period, which is the last quarter of the federal fiscal year.
- 5) If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
- 6) Program Income may not be used to meet the matching requirements of this Agreement.
- 7) Program Income must be used to expand baseline services.

**B. One-Time-Only (OTO) Funding**

- 1) One-Time-Only funds are non-transferrable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.
- 2) OTO funds can only be awarded to contractors with a valid contract with the AAA.
- 3) Title III and VII federal Program One-Time Only funds shall be used for the following purposes:
  - a. The purchase of equipment which enhances the delivery of services to the eligible service population and is an allowable cost of the program.
  - b. Home and community-based projects that are approved in advance by the CDA/AAA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan. .
  - c. Innovative pilot projects that are approved in advance by CDA/AAA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.5 (a) (b).
  - d. OTO funds can be used to maintain or increase baseline services. However, Contractor must assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period.
- 4) Nutrition Services Incentive Program (NSIP) One Time Only funds shall be used to purchase food used in the Elderly Nutrition Program.

**C. Matching Contributions**

Matching contributions mean local cash and/or in-kind contributions by the CONTRACTOR or other local other resources that qualify as match for the contract funds;

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

**D. Matching Requirements**

- 1) The required minimum program matching contributions for Title IIIB, not including Ombudsman and IIIC is 10%.
- 2) The required minimum program matching requirement for Title IIIE is 25%.

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- 3) Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
  - 4) Program matching contributions for Title IIIB, not including Ombudsman, and IIIC can be pooled to meet the minimum requirement of 10%.
  - 5) Matching contributions generated in excess of the minimum required are considered overmatch
  - 6) Program overmatch from Title IIIB or C can be used to meet the program match requirement for Title IIIE.
- E. Equipment/Property with per unit cost over \$5000 or any computing devices regardless of cost requires approval of AAA and CDA.
- F. Nutrition Augmentation Funding. Title IIIC nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal C1 or C2 funding.

**ARTICLE 24: PAYMENTS**

- A. Payment shall be made to the CONTRACTOR will be in accordance with the CDA requirements and AAA procedures. The amount of payment specified in this Agreement shall constitute a maximum amount to be paid. With this exception of NSIP reimbursement for nutrition programs, provision of services above the contracted service unit level will not result in an increased funding amount.
- B. The AAA agrees to provide funding for the services to be provided by CONTRACTOR in accordance with the budget incorporated into this Agreement as Exhibit "B." Revised or amended budgets will be dated upon approval and incorporated by reference.
- C. CONTRACTOR shall expend all funds included in the budget section of this Agreement in accordance with the terms of this Agreement. All funds paid to CONTRACTOR by the AAA shall be in compensation for allowable expenses incurred by CONTRACTOR in the performance of terms of this Agreement.
- D. The funds provided pursuant to this Agreement are at all times subject to receipt thereof by AAA from the State. AAA shall have no obligation hereunder to provide funds to CONTRACTOR until and unless such funds have been deposited with or credited to the account of the AAA. The AAA shall make every good faith effort to obtain and deposit the funds necessary to make timely payments to CONTRACTOR.
- E. Payment Schedules  
Payments of funds under this Agreement shall be made in a timely fashion upon receipt of such funds from the State and *receipt of timely reports* from the CONTRACTOR. The payments shall be based upon the Expenditure Reports submitted by the Contractor to the AAA and approved CONTRACTOR budgets. The AAA shall review expenditure reports to ensure compliance with the CONTRACTOR'S budget.

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**ARTICLE 25. REPORTS**

A. Required Reports

The CONTRACTOR shall prepare and submit accurate monthly, quarterly, annual, and special expenditure and program performance reports to the AAA as required by the AAA. Reports to the AAA shall be prepared on forms or in the format provided by the AAA. Any variations from the standard format must be specifically footnoted or highlighted with written explanations. Such reports shall include, but not be limited to, the following:

1. Expenditure Reports, to be submitted to the AAA no later than the fifteenth (15th) day of the following month or quarter; and
2. Monthly, or quarterly program performance reports, to be submitted to the AAA no later than the fifteenth (15th) day of the following month.
3. CONTRACTOR shall prepare and submit to the AAA, along with the signed Agreement for each fiscal year, an annual program budget, including all funds used to provide services contained in this Agreement. Such budget shall be subject to negotiation between the parties hereto, and to approval by the AAA. The approved budget shall be incorporated into this Agreement by inclusion as Exhibit "B."
4. CONTRACTOR shall submit to the AAA Financial Closeout Reports in a timely manner.
5. Some programs require the collection of more detailed client demographic data for inclusion in the agency's client data base. When such data is required, the CONTRACTOR shall be responsible for the collection and entry of this data using the prescribed software, and for costs of such software.
6. CONTRACTOR shall prepare, either on its own initiative due to anticipated changes in its program costs, or in response to a request from the AAA, and shall submit by any due dates prescribed by the AAA, revisions to the approved Program Budget. Upon approval by the AAA, such revision(s) shall be attached to this Agreement and shall be incorporated herein by inclusion as a part of Exhibit "B."
7. CONTRACTOR shall prepare and submit to the AAA by the 20<sup>th</sup> of the month following the end of each of the fiscal years, using forms provided by the AAA, along with the required detailed inventory of materials and equipment, an annual Financial Closeout Report detailing all expenditures of funds used to provide services in the previous fiscal year under the terms of this Agreement.

B. Report Submittal Dates

1. CONTRACTOR agrees to submit to the AAA all required fiscal and program performance reports no later than the due dates contained in this Agreement.
2. When because of unforeseen circumstances or data preparation schedules a report will not be available until after the normal due date the CONTRACTOR must contact the AAA to request an extension.

C. Retention of Reports

The CONTRACTOR shall keep these reports on file in accordance with the program manual(s) or until the AAA deems the retention no longer necessary.

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**ARTICLE 26. APPEAL PROCESS**

- A. The Seniors Council Board of Directors sets agency policy and makes decisions regarding allocation of funds and awarding contracts for service provision. On matters including, but not limited to, amount of funding, service categories, quantity of service to be provided (number of service units) location of services, targeting of services to certain populations or geographic areas, and other contract terms, the decisions of the Seniors Council Board of Directors are final. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I Code § 9535(k), and as specified in the procurement documents and this contract. .
- B. For routine administrative matters not requiring significant new or revised agency policy, the Seniors Council Board of Directors delegates authority and responsibility to the Seniors Council Executive Director. The Executive Director may delegate specific authority and responsibility to other employees of the Seniors Council.
- C. The CONTRACTOR may appeal matters of process, procedure, or protocol, or decisions made by the Executive Director or his or her delegate, or decisions of the Board of Directors, by following the following process, in accordance with Title 22, CCR, §7700 through 7710:
  - 1. To protest or grieve the decision or action of a Seniors Council employee, volunteer or other representative, within thirty (30) days of the decision or action, notify in writing the Executive Director at 234 Santa Cruz Avenue, Aptos, CA 95003. The Executive Director will respond in writing within ten (10) days of receiving the written protest or grievance.
  - 2. If the decision of the Executive Director is unsatisfactory, or if the protest or grievance is of a decision or action by the Executive Director, notify in writing within thirty (30) days of the Executive Director's action, the President of the Seniors Council Board of Directors. The Board President will refer the protest or grievance to the Seniors Council Executive Committee or directly to the full Board of Directors, as he or she deems appropriate and most timely. Any action by the Executive Committee must be ratified by the Board of Directors before it takes effect. The Contractor or individual filing the protest or grievance will be notified in writing of the decision of the Board of Directors within ten (10) days of the Board's decision.
  - 3. Any decision or action by the Seniors Council Board of Directors may be protested, and a rehearing of the matter requested, by providing written notice, or by making an oral request during the Public Comment portion of a regular meeting of the Board. A decision by the Seniors Council Board of Directors is final at the local level.
  - 4. Appeal costs or costs associated with any court review are not reimbursable.

**ARTICLE 27. GRIEVANCES**

CONTRACTOR must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals. . A current copy of such policy shall be kept on file by the AAA. At a minimum, the process shall include all of the following:

- 1. Time frames within which a complaint will be acted upon;
- 2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to AAA if dissatisfied with the results of the Contractor's review;

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3. Confidentiality provisions to protect the complainant's right to privacy. Only information relevant to the complaint may be released to the responding party without the individual's consent.

CONTRACTOR shall post notification of the grievance process in visible and accessible areas and in the primary languages of non-English speaking participants if more than 5% of participants speak a language other than English. Homebound older individuals shall be informed of the grievance process either verbally or in writing.

**ARTICLE 28. TARGETING**

CONTRACTORS providing services under this Agreement with the Seniors Council/AAA are required to target services to seniors in greatest economic and social need, with emphasis on low-income ethnic minority seniors, older individuals with Limited English Proficiency (LEP), older individuals residing in rural area and older adults living with HIV. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7, SB 258, Laird, Chapter 132, Statutes of 2021]

**ARTICLE 29. PROGRAMS OPERATING IN TWO COUNTIES**

The Seniors Council policy is that, at any given time, 25% of the agency's resources are dedicated to providing services in San Benito County. Any organization providing services under contract with the Seniors Council/AAA in both Santa Cruz and San Benito Counties shall document progress towards meeting the needs of seniors in San Benito County.

**ARTICLE 30. DISASTER ASSISTANCE PLANNING**

CONTRACTOR shall work with the AAA to ensure the provision of critical services to meet the emergency needs of consumers they are charged to serve during medical or natural disasters, such as earthquake, fire or flood. In addition:

- 1) CONTRACTOR shall provide the name and contact information for a designated agency emergency contact and an alternate emergency contact and ensure that the AAA is informed of any changes in contact information.
- 2) CONTRACTOR shall notify the AAA of any disaster-related information impact affecting their clients and notify the AAA of any needs for support for their clients, updating such information as necessary.
- 3) It is recommended that all CONTRACTORS provide annual disaster preparedness training.
- 4) Providers of Information and Assistance shall assure that its I&A staff have written procedures in place and are trained at least annual on how handle emergencies. As specified in Title 22, Division 1.8, Chapter 4, Article 2, Section 7547, the training shall consist of:
  - a) Familiarity with telephone numbers of fire, police and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises
  - b) Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
  - c) Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.

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**ARTICLE 31. COORDINATION OF SERVICES**

CONTRACTOR agrees to coordinate all services provided under this Agreement with existing and future programs funded by the AAA in order to maximize the use of existing resources and agrees to participate, to the extent reasonably possible, in training and staff development programs provided by the AAA, the State, or other entities, and to make reasonable budget provisions to pay for travel, per diem and tuition costs of such efforts. The CONTRACTOR agrees to cooperate with Seniors Council committees and to participate actively in advocacy efforts initiated or carried out by the Seniors Council and/or the AAA.

**ARTICLE 32. COMMUNITY-BASED SYSTEM OF CARE/FOCAL POINTS**

CONTRACTOR agrees to cooperate with AAA in developing a comprehensive and coordinated system of services for the elderly by participating in joint planning efforts and other activities toward meeting this goal. CONTRACTOR further agrees to participate in a Community-based system of Long Term Care in the respective county(ies) of service provision under this Agreement.

**Designated focal points for the Planning and Service Area (PSA) are as follows:**

**Santa Cruz County: Live Oak Senior Center, 1777A Capitola Road, Santa Cruz  
Watsonville Senior Center, 114 E. Fifth Street, Watsonville**

**San Benito County: Pauline Valdivia Memorial Community Center,  
300 West Street, Hollister.**

**ARTICLE 33. MISCELLANEOUS PROVISIONS**

- A. Meeting Agendas and Minutes  
CONTRACTOR shall routinely submit to the AAA copies of minutes from the regular and special meetings of their Board of Directors.
- B. Elder Abuse Reporting  
CONTRACTOR assures that its staff will report all suspected incidents of dependent adult and elder abuse to the appropriate authorities as designated in pertinent law and regulation.
- C. Attempts to Hire Older Workers  
CONTRACTOR agrees actively to seek qualified older persons for paid positions in the program and to make provisions for volunteer opportunities for older persons.
- D. Provision of Religious Service or Worship  
The provision of services by CONTRACTOR under the terms of this Agreement shall in no way be conditioned upon nor associated with any form of religious worship or sectarian activity.
- E. Outreach  
All CONTRACTORS providing services under Agreement with the AAA are required to perform ongoing outreach, whether or not AAA funds are specifically allocated for Outreach service units. Where AAA funds are not specifically allocated for the outreach service activity, the cost of carrying out the required outreach function is considered a necessary part of the cost of doing business within the service program covered in this Agreement.