



MEMORANDUM

TO: AGING AND ADULT SERVICES COMMISSION

THROUGH: SHIREEN MCSPADDEN, EXECUTIVE DIRECTOR

FROM: CINDY KAUFFMAN, DEPUTY DIRECTOR
JOHN TSUTAKAWA, DIRECTOR OF CONTRACTS *JHJ*

DATE: OCTOBER 4, 2017

SUBJECT: **REVIEW AND APPROVAL OF FY 2017/18 CDA-SUPPLEMENTARY NUTRITION ASSISTANCE PROGRAM – EDUCATION (SNAP-ED) CONTRACT, BUDGET AND ANY SUBSEQUENT AMENDMENTS**

Introduction

The Department of Aging and Adult Services (DAAS) is requesting approval to enter into the fourth year of contract (SP-1718-06) with the California Department of Aging to participate in Supplementary Nutrition Assistance Program – Education (SNAP-Ed). The State allocated \$670,750 in Federal SNAP-Ed grant funds to participating Area Agencies on Aging. The funding was distributed using the Intrastate Funding Formula and consequently, San Francisco was allocated \$50,106 in fiscal year 2017/2018.

Per the agreement with the State, DAAS will continue to support and administer the SNAP-Ed project, *Tai Chi for Arthritis and Fall Prevention* program and collaboration with community partners. The focus of the SNAP-Ed grant is to increase access to physical activity opportunities and increase access to healthy dietary choices for SNAP-Ed eligible populations by providing Harvest of the Month nutrition education resources to nutrition service providers.

Program Goals

DAAS’ overall goals are to reduce the prevalence of obesity and onset of related chronic diseases within the California SNAP-Ed population ($\leq 185\%$ of FPL) by educating and providing support to senior participants at SNAP-Ed eligible sites to consume healthy foods and beverages, reduce consumption of less healthy foods and beverages, increase physical activity, and improve food resource management skills.

TCAFP Program

Tai Chi for Arthritis and Fall Prevention (TCAFP) program is an evidence-based disease prevention and health promotion program that focuses on physical fitness and fall prevention. DAAS contracted with Self Help for the Elderly (SHE) to oversee implementation of the TCAFP program. During FY 14-16, SHE offered a total of three Train-the-Trainers workshops on TCAFP to community partners serving low income seniors. In FY 16-17, SHE offered two TCAFP Train-the-Trainer workshops, and trained and certified 15 TCAFP trainers. Since inception of the TCAFP program, 75 certified trainers from 27 community-based organizations have graduated. To date, 37 certified instructors have implemented the TCAFP program, which consists of 12 one-hour sessions for 6 weeks. With more TCAFP trainers offering more classes, there is an increase in access and resources for seniors to engage in evidence-based physical activities. The program's goal for FY 17-18 is to continue to expand opportunities for physical activities for SNAP-Ed eligible populations.

Allocation of Funding

With the new funding of \$50,106 for FY 17-18 from the State, DAAS allocates \$2,217 to cover OOA operation expenses and recommends awarding \$47,889 to SHE (who will provide two TCAFP Train-the-Trainers workshops) and continue working with SHE on the SNAP-Ed project to reach the goals for this program.

With the Commission's approval of this item, staff will modify the Self-Help for the Elderly contract.

Recommended Action: Approve the FY 2017/18 SNAP-Ed Contract SP-1718-06, and all subsequent amendments.

FFY 2018 SNAP-Ed Budget

Organization Name:	California Department of Aging
County/Jurisdiction:	San Francisco City and County
FFY 2018 Total Budget:	\$50,106.00
Budget Adjustment Request #:	

	Expenses*	FFY 2017 Carry-In Budget****	FFY 2017 Budget	FFY 2018 Budget	% Difference
1	Salaries/Benefits			\$0	
2	Non-Capital Equipment/Supplies			\$0	
3	Materials		\$3,130	\$1,000	-68.05%
4	Travel		\$1,325	\$1,217	-8.15%
5	Building/Space			\$0	
6	Maintenance			\$0	
7	Equipment and Other Capital Expenditures			\$0	
8	Contracts/Sub-Grants/Agreements**		\$52,767	\$47,889	-9.24%
	Total Direct Costs:	\$0	\$57,222	\$50,106	-12.44%
9	Indirect Costs***			\$0	
	Indirect Cost Rate= %				
	Total Federal Funds	\$0	\$57,222	\$50,106	-12.44%

	Budget Categories	Justification For Greater Than 5% Difference From FFY 2017 Budget
1	Salaries/Benefits	
2	Non-Capital Equipment/Supplies	
3	Materials	reduced materials due to reduced budget
4	Travel	estimated costs based on actual FFY 2017 cost
5	Building/Space	
6	Maintenance	
7	Equipment and Other Capital Expenditures	
8	Contracts/Sub-Grants/Agreements**	reduced sub-contract costs to fit within available funding.
9	Indirect Costs	

*Provide narrative describing all expenses.

**Retain copies on site.

***Provide assurances that the indirect cost rate is an approved rate (Financial and Cost Policy Supplement).

****Please note that funds cannot be carried over into the next Federal Fiscal Year if the funds are in the last year of their 2-year period of performance.

FFY 2018 SNAP-Ed Budget

Organization Name: California Department of Aging
 County/Jurisdiction: San Francisco City and County

1. Staffing: Salary/Benefits:

Position #	Budget Adjustment		Position Title	Position Name	SNAP-Ed Time Spent		Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Adjustment	Budget Justification
	Deficit	Increase/Decrease			% of SNAP-Ed Time Spent on Mgmt/Admin	% of SNAP-Ed Time Spent on Direct SNAP-Ed Delivery									
1			Administrator	Linda Lau (in-kind)	100.00%	0.00%			\$0.00		\$0.00	\$0.00	\$0		
2			Administrative Coordinator	Sarah Chan (in-kind)	100.00%	0.00%			\$0.00		\$0.00	\$0.00	\$0		
3			Administrative Coordinator	Tiffany Kearney (in-kind)	100.00%	0.00%			\$0.00		\$0.00	\$0.00	\$0		
4			Contract Manager	Tahir Shaikh (in-kind)	100.00%	0.00%			\$0.00		\$0.00	\$0.00	\$0		
					Total Staffing: Salaries/Benefits:			0	\$0		\$0	\$0	\$0		

Definition and basis for calculations of benefit rate(s):
 Describe what is covered in the benefit rate for your agency.

Includes payroll taxes, medical/dental benefits, and retirement as a percentage of salaries.

FFY 2018 SNAP-Ed Budget

Organization Name: California Department of Aging
 County/Jurisdiction: San Francisco City and County

2. Non-Capital Equipment/Supplies:

Budget Adjustment Add Delete Increase Decrease	Last Amount Approved	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Adjustment
1						\$0	
Total Non-Capital Equipment/Supplies:						\$0	

3. Materials:

Budget Adjustment Add Delete Increase Decrease	Last Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Adjustment
1		SNAP-Ed supplies/ promotional materials	SNAP-Ed nutrition education materials & supplies for training and program promotion, e.g. brochures, table displays, food demo/tasting & small giveaways (under \$1/person) at health & wellness fairs	\$1,000.00	1	\$1,000	
Total Materials:						\$1,000	

4. Travel:

Budget Adjustment Add Delete Increase Decrease	Last Amount Approved	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles (\$535)	Reg Fee	Other	Total	Budget Adjustment
1		Administrator/Linda Lau	Sacramento	travel & lodging cost for annual SNAP-ED training	1	1	3	2	\$43.33	\$103.00		188			\$437	Lodging at per diem rate \$95 (plus taxes & fees).
2		Administrative Coord./Sarah Chan	Sacramento	travel & lodging cost for annual SNAP-ED training	1	1	3	2	\$43.33	\$103.00		202			\$444	Lodging at per diem rate \$95 (plus taxes & fees).
3		Administrative Coord./Tiffany Kearney	Sacramento	travel & lodging cost for annual SNAP-ED training	1	1	3	2	\$43.33	\$103.00					\$336	Lodging at per diem rate \$95 (plus taxes & fees). Will carpool with colleague
Total Travel:															\$0	
Total Travel:															\$1,217	

* Lodging costs include taxes. Reimbursement at CalHR rates.

5. Building/Space:

Budget Adjustment Add Delete Increase Decrease	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment
1							\$0	
Total Building/Space:						\$0		

6. Maintenance:

Budget Adjustment Add Delete Increase Decrease	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment
1							\$0	
Total Maintenance:						\$0		

7. Equipment and Other Capital Expenditures (Items that are \$5,000 or more):

Budget Adjustment Add Delete Increase Decrease	Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Item(s)	Misc	Total	Budget Adjustment
1								\$0	
Total Equipment and Other Capital Expenditures:									\$0

FFY 2018 SNAP-Ed Budget

Organization Name: California Department of Aging
 County/Jurisdiction: San Francisco City and County

8. Contracts/Sub-Grants/Agreements:

Budget Adjustment	Organization Name	Description of Service(s)	Total Grant												
<table border="1"> <tr> <td>Add</td> <td>Decrease</td> <td>Reduce</td> <td>Increase</td> </tr> <tr> <td>Amount</td> <td>Amount</td> <td>Amount</td> <td>Amount</td> </tr> <tr> <td>Approved</td> <td>Approved</td> <td>Approved</td> <td>Approved</td> </tr> </table>	Add	Decrease	Reduce	Increase	Amount	Amount	Amount	Amount	Approved	Approved	Approved	Approved		5,000 or more	
Add	Decrease	Reduce	Increase												
Amount	Amount	Amount	Amount												
Approved	Approved	Approved	Approved												
A	Self Help for the Elderly	Self Help for the Elderly is the lead agency that will coordinate and provide Tai Chi for Arthritis and Fall Prevention program training and technical assistance for our SNAP-Ed partners to increase access & resources for evidence-based physical activities for seniors. SHE will also help distribute approved funds for SNAP-Ed indirect nutrition education activities.	\$47,889												
1			\$0												
Total Contracts/Sub-Grants/Agreements:			\$47,889												

Total Direct Costs: \$50,106

9. Indirect Costs:

Budget Adjustment	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total												
<table border="1"> <tr> <td>Add</td> <td>Decrease</td> <td>Increase</td> <td>Decrease</td> </tr> <tr> <td>Amount</td> <td>Amount</td> <td>Amount</td> <td>Amount</td> </tr> <tr> <td>Approved</td> <td>Approved</td> <td>Approved</td> <td>Approved</td> </tr> </table>	Add	Decrease	Increase	Decrease	Amount	Amount	Amount	Amount	Approved	Approved	Approved	Approved				
Add	Decrease	Increase	Decrease													
Amount	Amount	Amount	Amount													
Approved	Approved	Approved	Approved													
1				\$0												
Total Indirect Costs:				\$0												
Total Budget:				\$50,106												

FFY 2018 SNAP-Ed Budget

Organization Name: California Department of Aging
 County/Jurisdiction: San Francisco City and County
 Contract/Sub-Grant/Agreement: Self-Help for the Elderly

1. Staffing: Salary/Benefits:

Position #	Budget Adjustment		Position Title	Position Name	SNAP-Ed Time Spent		Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Adjustment	Budget Justification	
	Add/Decrease/Increase/Decrease	Last Account Approved			% of SNAP-Ed Time Spent on Admin	% of SNAP-Ed Time Spent on Direct SNAP-Ed Delivery										
1			Project Coordinator	Zoe Wu	0.00%	100.00%	\$ 37,440	0.25	\$9,360.00	23.45%	\$2,194.92	\$0.00	\$11,555			
2			Administrative Coordinator	Kelly Chew	10.00%	90.00%	\$ 63,003	0.05	\$5,150.15	23.45%	\$738.71	\$388.90	\$5,889			
3									\$0.00		\$0.00	\$0.00	\$0			
								Total Staffing: Salaries/Benefits:	0.3	\$12,510		\$2,934	\$389	\$15,444		

Definition and basis for calculations of benefit rates:

Includes payroll taxes, medical/dental benefits, and retirement as a percentage of salaries.

Describe what is covered in the benefit rate for your agency.

FFY 2018 SNAP-Ed Budget

Organization Name: California Department of Aging
 County/Jurisdiction: San Francisco City and County
 Contract/Sub-Grant/Agreement: Self-Help for the Elderly

2. Non-Capital Equipment/Supplies:

Budget Adjustment	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Adjustment
ADD	DELETE	INCREASE	DECREASE	APPROVED			
	1	office supplies & mailing/postage costs	1	\$440.00	1	\$440	
	2	Stipend for Tai Chi volunteer instructors & annual certification fee	1	\$3,167.00	1	\$3,167	
	3					\$0	
	1					\$0	
Total Non-Capital Equipment/Supplies:						\$3,607	

3. Materials:

Budget Adjustment	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Adjustment
ADD	DELETE	INCREASE	DECREASE	APPROVED		
	1	SNAP-Ed program promotion	\$1,000.00	1	\$1,000	
	2	Program materials	\$300.00	1	\$300	
	3	Nutrition education materials/supplies for nutrition providers	\$15,566.00	1	\$15,566	
	4					\$0
Total Materials:					\$16,866	

4. Travel:

Budget Adjustment	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles (\$.535)	Reg Fee	Other	Total	Budget Adjustment
ADD	DELETE	INCREASE	DECREASE	APPROVED											
	1													\$0	
	1													\$0	
Total Travel:														\$0	

* Lodging costs include taxes. Reimbursement at CalHR rates.

5. Building/Space:

Budget Adjustment	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment
ADD	DELETE	INCREASE	DECREASE	APPROVED			
	1	Jackie Chan Center at 5757 Geary Blvd., SF	1	\$200.00	4	\$800	
	2					\$0	
	3					\$0	
Total Building/Space:						\$800	

FFY 2018 SNAP-Ed Budget

Organization Name: California Department of Aging
 County/Jurisdiction: San Francisco City and County
 Contract/Sub-Grant/Agreement: Self-Help for the Elderly

6. Maintenance:

Budget Adjustment	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Adjustment
ACL Delete Increase Decrease							
1						\$0	Budget Justification
Total Maintenance:						\$0	

7. Equipment and Other Capital Expenditures (Items that are \$5,000 or more):

Budget Adjustment	Budget Item	Description/Justification	FTE	Cost per Item	# of Item(s)	Misc	Total	Budget Adjustment
ACL Delete Increase Decrease								
1							\$0	Budget Justification
Total Equipment and Other Capital Expenditures:							\$0	

8. Contracts/Sub-Grants/Agreements:

Budget Adjustment	Organization Name	Description of Service(s)	Total Grant	Budget Adjustment
ACL Delete Increase Decrease				
A	Robin Malloy, Tai Chi	2 x 2 days Tai Chi for Arthritis & Fall Prevention "Train-the-Trainer" costs (includes master trainer costs, travel & lodging costs, training materials & supplies for participants); 1 basic training & 1 advance or refresher class	\$7,500	
B	Master Trainer/consultant			
1				
Total Contracts/Sub-Grants/Agreements:			\$7,500	

Total Direct Costs: \$44,217

9. Indirect Costs:

Budget Adjustment	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Adjustment
ACL Delete Increase Decrease					
1		10.00%	\$36,717.00	\$3,672	Budget Justification
Total Indirect Costs:				\$3,672	
Total Budget:				\$47,889	

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER SP-1718-06
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

City & County of San Francisco

2. The term of this

Agreement is: October 1, 2017 through September 30, 2018

3. The maximum amount

\$ 50,106

of this Agreement is:

Fifty thousand one hundred six and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 8 pages

Exhibit B – Budget Detail, Payment Provisions, and Closeout 10 pages

Exhibit C* – General Terms and Conditions GTC 04/2017

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 33 pages

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 6 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City & County of San Francisco		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/22/2017	
PRINTED NAME AND TITLE OF PERSON SIGNING Shireen McSpadden, Executive Director		
ADDRESS 1650 Mission Street, 5th Floor, San Francisco, CA 94103-2479		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Aging		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Glenn Wallace, Manager, Contracts and Business Services Section		
ADDRESS 1300 National Drive, Suite 200, Sacramento, CA 95834		
		<input type="checkbox"/> Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **SP-1718-06**.
2. The services shall be performed in Planning and Service Area(s): 6
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: City & County of San Francisco
Name: Fiscal, Data & Planning Manager	Name: Shireen McSpadden, Executive Director
Phone (916) 419-7556	Phone: (415) 355-6767
Fax: (916) 928-2510	Fax: (415) 355-3502

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: City & County of San Francisco
Section/Unit: Business Services and Contracts	Section/Unit: Office On Aging
Attention: Christian Margedant	Attention: Michael Zaugg
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 1650 Mission Street, 5th Floor, San Francisco, CA, 94103-2479
Phone: (916) 419-7157	Phone: (415) 355-6790
Fax: (916) 928-2500	Fax: (415) 355-3502
Email: Christian.Margedant@aging.ca.gov	Email: michael.zaugg@sfgov.org

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

ARTICLE I. PROGRAMS DEFINITIONS

- A. “Activity” means actual work performed by program personnel to implement objectives.
- B. “Behavior” indicates action rather than knowledge or attitudes.
- C. “Behaviorally Focused Nutrition Messages” means messages that are related to:
 - 1. Healthy food choices, for example, eating lower-fat foods instead of foods high in saturated fat; increasing fruit intake by adding one fruit each day; and switching to whole grain breads instead of refined breads.
 - 2. Other nutritional issues, for example, encouraging physical activity.
 - 3. The environmental impact of dietary practices, including safe food handling and promoting community physical activity groups.
 - 4. Food shopping practices that increase purchasing power and the availability of food, including using store coupons, joining clubs for added discounts, and purchasing in bulk.
 - 5. Food security, such as applying for nutrition assistance programs (i.e., Supplemental Nutrition Assistance Program (SNAP), also known as CalFresh in California; Women, Infants, and Children; food distribution programs, etc.).
- D. “CalFresh” means a federal food assistance program, funded by the US Department of Agriculture and known as the Supplemental Nutrition Assistance Program (SNAP). CalFresh is an entitlement that provides low-income families with electronic benefits that can be used to purchase food at participating markets and food stores.
- E. “Census Tracts” are small, relatively permanent geographic entities within counties (or the statistical equivalent of counties) delineated by a committee of local data users. Generally, census tracts have between 2,500 and 8,000 residents and boundaries that follow visible features. Census tract data may be used in targeting audiences for delivery of SNAP-Education (SNAP-Ed).
- F. “County Nutrition Action Plan (CNAP)” means the SNAP-Ed planning process where all partners come together to identify eligible sites for SNAP-Ed delivery and what SNAP-Ed funded entity should serve those sites.
- G. “Education and Administrative Reporting System (EARS)” means the annual data and information collection process completed by SNAP State agencies.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

EARS collects uniform data and information on nutrition education activities funded by SNAP during the prior fiscal year.

- H. “Effectiveness” means the extent to which pre-established objectives are attained as a result of program activity, as indicated by established performance measures.
- I. Emerging Strategies or Interventions means community-or practitioner-driven activities that have not yet been formally evaluated for obesity prevention outcomes.
- J. “Evaluation Process” means the method to collect, analyze, and use program information to identify program effectiveness. There are four key evaluation types:
 - 1. “Formative” evaluation involves pre- and ongoing testing of consumer and intermediary elements within program delivery, including messaging, consumer communication materials, training and intervention aids, and evaluation instruments. May be used to adapt elements of an existing evidence-based intervention to a new audience, geographic area, or setting.
 - 2. “Process” evaluation can involve such measures as tracking the number of materials distributed, the number of clients reached, the effectiveness of alternate methods for delivering services and/or barriers to implementing the intervention; helps to assure fidelity that an evidence-based intervention is delivered as designed and thus likely to result in the expected outcomes.
 - 3. “Outcome” evaluation demonstrates changes that occur in the presence of an intervention but does not establish cause and effect conclusions.
 - 4. “Impact” evaluation indicates how effective the intervention was in changing the target populations’ attitudes, awareness and/or behavior.
- K. “Evidence-Based Approach” means a nutrition education and obesity prevention approach that integrates the best research evidence with the best available practice-based evidence.
 - 1. The best research evidence refers to relevant, rigorous nutrition and public health nutrition research, including systematically reviewed scientific evidence.
 - 2. Practice-based evidence refers to case studies, pilot studies, and evidence from the field of nutrition education interventions that demonstrate obesity prevention potential.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

3. Evidence may be related to obesity prevention target areas, intervention strategies, and/or specific interventions. The target areas are identified in the current *Dietary Guidelines for Americans*. Intervention strategies are broad approaches to intervening in specific target areas. Interventions are a specific set of evidence-based, behaviorally focused activities and/or actions to promote healthy eating and active lifestyles.
 4. Evidence-based allowable uses of funds for SNAP-Ed include conducting and evaluating intervention programs and implementing and measuring policy, systems, and environmental changes in accordance with SNAP-Ed Guidance.
- L. “Federal Fiscal Year (FFY)” means the period of time that begins October 1 of one year through September 30 of the following year.
- M. “Integrated Work Plan (IWP)” means the FFY SNAP-Ed three-year work plan developed with an integrated approach by all SNAP-Ed funded implementing agencies in their local jurisdiction. The IWP identifies goals, objectives, key messages, educational materials, description of target populations, intervention plans, community needs, target messaging, intervention strategies, and evaluation plans to improve the health of the SNAP-Ed eligible population.
- N. Interventions are a specific set of evidence-based, behaviorally focused activities and/or actions to promote healthy eating and active lifestyles.
- O. “Low-Income Persons” means older adults age 60 and older participating in or applying for SNAP, as well as people with low financial resources defined as gross household incomes at or below 185 percent (185%) of the Federal Poverty Level (FPL). Other data sources to identify low-income populations are:
1. Census data identifying areas where low-income persons reside.
 2. Participation in other means-tested federal assistance programs where individuals have a gross family income below 185 percent (185%) of FPL.
- P. “Needs Assessment” is the process of identifying and describing the extent and type of health and nutrition problems and needs of low-income older adults in the community.
- Q. “Older Adult” means a person age 60 or older.
- R. “Participant” means an individual age 60 or older participating in a SNAP-Ed activity at an eligible SNAP-Ed site.
- S. “Poverty Guidelines” means the administrative version of the Federal Poverty Measure issued annually by the Department of Health and Human Services in

ARTICLE I. PROGRAM DEFINITIONS (Continued)

the Federal Register. Also known as the FPL, these guidelines are often used to set eligibility for certain programs. (<http://aspe.hhs.gov/poverty/index.shtml>)

- T. “Program Requirements” means SNAP-Ed program requirements found in the Nutrition and Food Act of 2008, Sec. 28 as amended through Pub. L. 113-128 (7 USC 2036a); Healthy Hunger Free Kids Act of 2010, (Sec. 41 Pub. L. 111-296); SNAP: Nutrition Education and Obesity Prevention Grant Program, Interim Rule (7 CFR 272.2); Agricultural Act of 2014 (Sec. 4028 Pub. L. 113-79); SNAP-Ed Guidance; and California Department of Aging (CDA) Program Memoranda.
- U. “Project” means a discrete unit of nutrition education or obesity prevention intervention at the local level, which is distinguished by a specifically identified low-income target population.
- V. “SNAP” means the federal Supplemental Nutrition Assistance Program formerly known as the Food Stamp Program, which provides food purchasing assistance for low- and no-income people living in the U.S. It is a federal aid program, administered by the U.S. Department of Agriculture, under the Food and Nutrition Service (FNS).
- W. “SNAP-Ed Services” are any combination of educational strategies, accompanied by environmental supports, designed to facilitate voluntary adoption of food and physical activity choices and other nutrition-related behaviors conducive to the health and well-being of SNAP participants and low-income individuals eligible to participate in SNAP and other means-tested federal assistance programs. For the purposes of this contract, nutrition education and obesity prevention services are delivered through Older Americans Act (OAA) nutrition sites or other approved SNAP-Ed sites.
- X. “SNAP-Ed Eligible Population” means CalFresh recipients age 60 and older (at or below 130 percent (130%) FPL) and SNAP-Ed eligibles (at or below 185 percent (185%) FPL) age 60 or older.
- Y. “SNAP-Ed Site” means any site that meets the USDA, FNS approved site eligibility standards in Article II, 5 of this Exhibit.
- Z. “Unduplicated Count” means the number of individual participants who receive any SNAP-Ed direct education. Each individual counts as one participant, regardless of the number of times he or she has participated in direct education activities.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- AA. “United States Department of Agriculture, Food and Nutrition Service (USDA, FNS)” is an agency that works to end hunger and obesity through the administration of fifteen (15) federal nutrition assistance programs including SNAP.

ARTICLE II. SCOPE OF WORK

The Contractor shall:

- A. Administer SNAP-Ed in accordance with program requirements, policies/procedures outlined in this Agreement, and in the current FFY federal SNAP-Ed Guidance (<http://www.fns.usda.gov/snap/supplemental-nutrition-assistance-program-education-snap-ed>). [SNAP-Ed Guidance]
- B. Implement a SNAP-Ed program targeting the SNAP-Ed eligible population. [USC 2026a(1)(B)(ii)] [SNAP-Ed Guidance]
- C. Identify a primary contact for the contract who is required to stay informed of any policy/procedural changes.
- D. Provide SNAP-Ed services in accordance with USDA, FNS Guidelines at the local level. [7 USC 2026a(1)(B)(ii)] [SNAP-Ed Guidance]
- E. Ensure SNAP-Ed sites meet at least one of the following site eligibility USDA, FNS Guidance Standards:
1. Methodology 1. Income Targeting Data – Have a site targeting methodology for low-income persons (e.g., census tract, Senior Farmers’ Market Program, and public housing, etc.);
 2. Methodology 2. Means-Tested Setting – Are qualified based on the population served and not the physical location (e.g., public housing, Commodity Food Distribution sites, etc.);
 3. Methodology 3. Intake Records – Use Title IIIC participant intake forms to determine that at least 50 percent (50%) of participants have gross incomes at or below 100 percent (100%) of the FPL; or
 4. Methodology 4. Survey – Identify that at least 50 percent (50%) of participants have gross incomes at or below 185 percent (185%) of the FPL.

ARTICLE II. SCOPE OF WORK (Continued)

- F. Ensure Title IIIC SNAP-Ed site eligibility is evaluated annually and the eligibility documentation records are kept on file at the contracting agency. [7 CFR 272.2(d)(2)(i) and (v)] [USDA/Western Regional Office Targeting Methodology Summary]
- G. Ensure SNAP-Ed funds made available under this Agreement are used solely for approved, older adult, SNAP-Ed activities. [7 CFR 272.2(d)(2)(vi)(B)] [7 USC 2026(a)]
- H. Provide SNAP-Ed direct and indirect education activities based on CDA-approved, evidence-based, nutrition education and obesity prevention programs. SNAP-Ed activities must align with specific key messaging that meets the current *Dietary Guidelines for Americans* as follows:
 - 1. Focus on making healthy food and beverage choices from all five food groups including fruits, vegetables, grains, protein foods, and dairy to get the nutrients needed.
 - 2. Eat the right amount of calories based on age, sex, height, weight, and physical activity level.
 - 3. Build a healthier eating style that can help avoid overweight and obesity and reduce the risk of diseases such as heart disease, diabetes, and cancer.
- I. Ensure the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the CDA-approved SNAP-Ed IWP which is incorporated by reference, and all pertinent program and data requirements. [7 CFR 272.2] [7 USC 2026a] [SNAP-Ed Guidance]
- J. Participate in local CNAP meetings. [SNAP-Ed Guidance]
- K. Demonstrate that there is a need for SNAP-Ed activities. SNAP-Ed activities shall not supplant existing programs. The SNAP-Ed site location where SNAP-Ed activities are provided must meet the USDA, FNS delivery requirements for delivery of SNAP-Ed services. SNAP-Ed targeting plans must be updated as needed and approved by CDA prior to delivery. [7 CFR 272.2(B)] [SNAP-Ed Guidance]

ARTICLE II. SCOPE OF WORK (Continued)

- L. Ensure that each SNAP-Ed intervention is evaluated for effectiveness using any of the following methods: formative, impact, outcome, and process evaluation techniques as defined in <http://www.fns.usda.gov/sites/default/files/EvaluationPrinciples.pdf>

- M. Ensure that contractors providing direct education and receiving \$35,000 or more in allocations conduct pre- and post- intervention evaluations in a minimum of twenty-five percent (25%) of SNAP-Ed series-based classes. The evaluation shall include, at a minimum, questions from validated evaluation tools for physical activity (Rapid Assessment of Physical Activity) and dietary behaviors (Food Behavior Checklist or Fruit and Vegetable Checklist), as applicable.
[2 CFR 200 331]

Budget Detail, Payment Provisions, and Closeout – Exhibit B
SP 1718 Contract

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with 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>

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

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

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

Budget Detail, Payment Provisions, and Closeout – Exhibit B
SP 1718 Contract

ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

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

2. Financial Management Systems

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

- 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

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State 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.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
SP 1718 Contract**

ARTICLE I. FUNDS (Continued)

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

3. Limitation of State Liability

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

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
 - ii. Some contracts may be reduced by a greater amount than others, and
 - iii. The State shall determine at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
SP 1718 Contract

ARTICLE I. FUNDS (Continued)

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)]
2. Interest earned on advances of federal shall be identified as non-match cash. [2 CFR 200.305(b)(8)]
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply:
[2 CFR 200.305(b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 1. Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
SP 1718 Contract

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent – specify square footage and rate.
 6. Supplies.
 7. Equipment – detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs – a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Contract.
- E. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is a federally approved negotiated rate. [2 CFR 200.414(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.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
SP 1718 Contract

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

“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)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

No Program Income is required under the terms and conditions of this Agreement.

B. One-Time-Only (OTO) Funds

No One-Time-Only funding is associated with SNAP-Ed.

C. Matching Contributions

No match is required under the terms and conditions of this Agreement.

D. Administration

Contractor Administration shall be no more than ten percent (10%) of the total program allocation.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. The original Contract budget is due electronically to the Contractor’s CDA Fiscal Team Specialist no later than thirty (30) days from the date of the transmission of the Budget Display and Contract.

B. The Contractor shall submit electronically the SNAP-Ed Budget and Budget revisions as instructed by CDA.

C. 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 SNAP-Ed services.

D. Administrative costs are limited to ten percent (10%) of the federal allocation and should be reported as administration in the Budget, or as directed by CDA. Administrative Costs are the financial costs characterized by the following types of activities:

1. Dollar value of salaries and benefits associated with staff time dedicated towards the administration of SNAP-Ed.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
SP 1718 Contract

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

2. Cost of training for performing administrative functions like record keeping and accounting, etc.
 3. Cost of reporting SNAP-Ed activities.
 4. Indirect costs for those administrative staff not covered above.
 5. Other overhead charges associated with administrative expenses (i.e., space, human resource services, etc.).
- E. Allowable costs are costs that are reimbursable from federal program funds because they support SNAP-Ed and conform to Government-wide and SNAP specific guidelines.
- F. The original Budget form must be filled out in the California Department of Social Services SNAP-Ed SharePoint at <https://snaped.dss.ca.gov>, as instructed by CDA.
- G. The Contractor shall submit electronically, a budget revision thirty (30) calendar days after receiving an amended SNAP-Ed Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- H. In the event that programs are changed from direct services to contracted services or contracted services to direct services, the Contractor shall submit electronically a revised budget to CDA, prior to implementation of said change.
- I. The final date to electronically submit a revised budget is ninety (90) days prior to a program change from direct services to contracted services. The final revised budget shall be submitted no later than ninety (90) days prior to the end of the SNAP-Ed contract period unless otherwise specified by CDA. CDA will not accept any budget revision after the contract period has expired.
- J. Allocation Transfers
1. Requests to transfer funds from Program to Administration shall be submitted to CDA for approval with the original or revised Budget.
 2. Transfers of Administration to Program funds are allowable.
 3. Approved transfers and Budgets will be incorporated by reference into the current Agreement.
 4. Transfers of funds cannot be processed or approved after the end of the specified contract period.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
SP 1718 Contract

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

K. Line Item Budget Transfers

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

1. The Contractor shall submit a revised budget to CDA for any line item budget transfer of funds which exceeds five percent (5%) of the total budget.
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 of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

ARTICLE V. PAYMENTS

The Contractor shall prepare and submit a monthly expenditure report and a request for reimbursement in an electronic format as instructed by CDA 30 days after the final day of the month.

- A. During the Contract period, CDA will pay AAAs on a reimbursement basis.
- B. Upon execution of this Agreement, CDA will make monthly payments of SNAP-Ed funding to the Contractor.
- C. Expenditure Reports and Requests for Reimbursement will be processed based on approval of actual expenditures. CDA will notify the Contractor of a disputed expenditure.
- D. The Contractor shall submit timely expenditure reports to ensure payments are issued on time. Late expenditure reports may lead to a delay in payment until the following month and/or a monitoring finding.
- E. The Contractor shall monitor subcontractor SNAP-Ed budgets, expenditures, and any subsequent amendments and revisions to all budgets. Furthermore, the Contractor shall, monitor on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [2 CFR Part 200, Subpart F Audit]
- F. CDA may require additional documentation or justification to support the financial reports submitted by the Contractor, upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.

Budget Detail, Payment Provisions, and Closeout – Exhibit B
SP 1718 Contract

ARTICLE V. PAYMENTS (Continued)

- G. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the end of the Federal Fiscal Year (FFY).
- H. The Contractor shall ensure documentation of staff/personnel expenses are in accordance with OMB Guidance as specified in Exhibit D of the Agreement. [2 CFR 200 331 OMB Guidance Section 200.430]

ARTICLE VI. CLOSEOUT

- A. All contractors shall submit to CDA, Closeout Reports as instructed by CDA.
- B. All contractors shall submit the Report of Property Purchased with Agreement Funds (CDA 32) with the Closeout Report.
- C. Closeout reporting documents shall be addressed to the CDA Fiscal Team.

Exhibit B- Budget Detail, Payment Provisions, and Closeout

Amendment #:
Date:

**Supplemental Nutrition Assistance Program-Education (SNAP-Ed)
Budget Display
Federal Fiscal Year 2018
October 1, 2017 - September 30, 2018
City & County of San Francisco**

	Allocation	Adjustments	TOTAL
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SNAP-Ed Reimbursement funds (12 Month Total) *	50,106		50,106 ^{a)}
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CFDA Number: 10.561
Federal Fiscal Year: 2018

CFDA Program Title: Funding provided through the United States Department of Agriculture, Food and Nutrition Services.

(a) Expenditures must be reported in closeout by 10/31/18

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State 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.

8. INDEPENDENT CONTRACTOR: 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 or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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

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

18. PRIORITY HIRING CONSIDERATIONS: If this Contract 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 Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**Special Terms and Conditions - Exhibit D
SP 1718 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. "Cal. Gov. Code" means California Government Code.
7. "OMB" means the federal Office of Management and Budget.
8. "Cal. Pub. Con. Code" means the California Public Contract Code.
9. "Cal. Civ. Code" means California Civil Code
10. "Reimbursable item" also means "allowable cost" and "compensable item."
11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

**Special Terms and Conditions - Exhibit D
SP 1718 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. "USC" means United States Code.
16. "HHS" means United States Department of Health and Human Services.
17. "OAA" means Older American Act.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Interagency Agreement Terms and Conditions.
2. The Older American 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. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Supplemental Nutrition Assistance Program Education Plan Guidance, Nutrition Education and Obesity Prevention Grant Program.
7. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

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

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

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ARTICLE II. ASSURANCES (Continued)

B. Subcontracts

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

C. Nondiscrimination

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

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

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 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

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

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at:
<http://www.dgs.ca.gov/ols/Forms.aspx>

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

4. The 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.]

Special Terms and Conditions - Exhibit D
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ARTICLE II. ASSURANCES (Continued)

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

D. Standards of Work

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

E. Conflict of Interest

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

F. Covenant Against Contingent Fees

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

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ARTICLE II. ASSURANCES (Continued)

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. 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:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145]
[29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. 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 CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

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ARTICLE II. ASSURANCES (Continued)

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

Special Terms and Conditions - Exhibit D
SP 1718 Contract

ARTICLE II. ASSURANCES (Continued)

2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA 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 AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

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

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.

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ARTICLE II. ASSURANCES (Continued)

3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

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 this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. 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 this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA 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.

O. Lobbying Certification

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**Special Terms and Conditions - Exhibit D
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ARTICLE II. ASSURANCES (Continued)

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 contract, 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.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this 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.

Special Terms and Conditions - Exhibit D
SP 1718 Contract

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. 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 CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.

Special Terms and Conditions - Exhibit D
SP 1718 Contract

ARTICLE V. SUBCONTRACTS (Continued)

- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

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

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
 - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

Special Terms and Conditions - Exhibit D
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ARTICLE VI. RECORDS

- A. 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" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

Special Terms and Conditions - Exhibit D
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ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner 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 (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. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The Contractor shall use the electronic version of the Report of Property Furnished/Purchased with Agreement Funds (CDA 32) to report property to CDA, unless otherwise directed by CDA.

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ARTICLE VII. PROPERTY (Continued)

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

1. Date acquired.
2. Item description (include model number).
3. CDA tag number or other tag identifying it as State of California property.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source.

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall email to CDA the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
2. The 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, cell or smart phones, multi-function printers, and laptops.

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

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

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

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ARTICLE VII. PROPERTY (Continued)

- 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. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State 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 for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

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

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ARTICLE IX. MONITORING AND EVALUATION

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

ARTICLE X. 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; and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to the:

California Department of Aging
Attention: Audit Branch
1300 National Drive, Suite 200
Sacramento, California 95834

The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- B. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
- C. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
- D. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

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 [formerly OMB Circular A-133] as summarized in Section D and E 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 Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of **audit**, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331], 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.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles.

[2 CFR 200.302]
- 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.
- E. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F - Audit Requirements [formerly OMB Circular A-133] 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]
 - 2. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509]
 - 3. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514]
 - 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515]

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- F. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
- G. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- H. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 1. Any costs when audits required by the Single Audit Act and 2 CFR 200, 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 and 2 CFR 200, 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.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- 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 and 2 CFR 200, 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 (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

- i. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. 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 State 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.
 3. If applicable, or unless otherwise amended by future regulation, 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:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

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ARTICLE XI. INSURANCE (Continued)

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State 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 provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
 - 2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, 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, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

**Special Terms and Conditions - Exhibit D
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ARTICLE XI. INSURANCE (Continued)

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

ARTICLE XII. TERMINATION

A. Termination Without Cause

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

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to 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 Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.

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ARTICLE XII. TERMINATION (Continued)

5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. 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 CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

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

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SP 1718 Contract

ARTICLE XII. TERMINATION (Continued)

D. Effective Date

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

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

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

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ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be addressed to the Director of CDA on the Contractor's letterhead.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

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ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contract Representative form to CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from CDA's Contracts and Business Services Section.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

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

Information assets may be in hard copy or electronic format and may include but is 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

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to encrypt 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).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

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

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

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

H. Security Breach Notifications

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

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

I. Software Maintenance

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

J. Electronic Backups

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

K. Provisions of this Article

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

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

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

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ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. 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 CDA. CDA 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 which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

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

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

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

B. Provision of Services

- 1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
- 2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.
[22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement.
[22 CCR 98310]
 4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
 5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

D. Notice to Eligible Beneficiaries of Contracted Services

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

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

- A. The Contractor shall assure that the following conditions are met:
1. Services are provided only to the defined SNAP-Ed eligible population.
 2. No fees may be charged for services.
 3. For the purposes of this contract, no social marketing campaigns (e.g., radio, television, billboards, etc.) are allowed, regardless of whether the campaign meets SNAP-Ed targeting requirements.
 4. The Contractor shall not require proof of age or citizenship as a condition of receiving services.
- B. 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 program(s) is the U.S. Department of Agriculture, Food and Nutrition Service (USDA, FNS).
- CFDA 10.561 State Administrative Matching Grants for the Supplemental Nutrition Assistance Program.
- C. Ensure compliance with the following USDA, FNS civil rights requirements:
1. SNAP-Ed staff annually participates in civil rights training and maintains training documentation on file. Training is available online at: https://www.cdph.ca.gov/programs/NEOPB/Documents/Fillable_Civil%20Rights092015.pdf [42 USC Section 2000d] [45 CFR Part 80] [USDA, FNS Instruction 113-1] [CDSS, Manual of Policies and Procedures (MPP) Section 21-117]
 2. A civil rights policy and discrimination procedure for processing and responding to client complaints on the basis of perceived or actual discrimination is established. Complaints must be documented and maintained in a complaint log. [42 USC Section 2000d] [45 CFR Part 80] [USDA, FNS Instruction 113-1] [MPP Section 21-117]
 3. The USDA nondiscrimination poster "And Justice for All," or other FNS-approved substitute is prominently posted and displayed in all locations where SNAP-Ed interventions are held. [7 CFR 272.6(f)(2)]
 4. The SNAP-Ed nondiscrimination statement must be made available in English or other languages appropriate for the local population served or directly affected by any USDA program or activity.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- D. The Contractor shall assure that the following publication conditions are met:
1. Materials published or transferred by Contractor shall: (a) state “The materials or product were a result of a project funded by a contract with the California Department of Aging”; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”
 2. Acknowledge that USDA, FNS reserves a royalty-free, non-exclusive right to reproduce, publish, use, or authorize others to use photographs, videos, recordings, computer programs and related source codes, literature, or other products procured, in whole or in part, with SNAP funds for Government purposes. [SNAP-Ed Guidance, Appendix F]
 3. Materials developed or reprinted with SNAP-Ed funds include a non-discrimination statement in accordance with the current year’s SNAP-Ed Guidance. [SNAP-Ed Guidance, Appendix F]
 4. All materials, whether newly developed or reprinted, follow SNAP-Ed requirements in accordance with the current year’s SNAP-Ed Guidance. [SNAP-Ed Guidance, Appendix F]

ARTICLE II. RESOLUTION OF FEDERAL AWARD CONFLICTS

The federal terms and conditions of this award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Food and Nutrition Act of 2008 and implementing regulations.
2. Healthy Hunger-Free Kids Act of 2010
3. 22 CCR 7000 et seq.

ARTICLE III. SUBCONTRACTS

- A. Additional Subcontract Requirements [SCM 3.06]
1. Agencies shall assure that all administrative fees are reasonable, considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 for each subcontract. These overhead limitations may be waived when contracts are with the Federal

ARTICLE III. SUBCONTRACTS (Continued)

- government and cost recovery requirements result in higher published rates. The overhead may not exceed the published rates.
2. Services to be provided by the Contractor are to be performed primarily with the staff of the Contractor.
 3. If the total of all subcontracts (excluding those listed in (a.) below) exceeds \$50,000 or 25 percent (25%) of the total contract, whichever is less, then minimal higher levels of subcontracting might be permissible if the Subcontract is justified and:
 - a. The Subcontractor is a state or local government entity (including a JPA), foundation organized to support the Board of Governors of the California Community Colleges, an auxiliary organization of the CSU, or a California community college, an auxiliary organization of the Student Aid Commission established under Education Code § 69522 or
 - b. Prior written approval from DGS/OLS has been received; or
 - c. Certification by the government entity that the Subcontractor has been selected pursuant to a competitive bidding process that seeks at least three (3) bids from responsible bidders.
 4. If a contract submitted to DGS for approval does not identify subcontracts, but the Contract subsequently involves subcontracts then, if the total subcontracted amount exceeds \$50,000 or 25 percent (25%), the Contract shall be amended to identify the subcontracts (name, staffing, portions of the work to be performed, and budget detail) and the amendment shall be submitted to DGS for approval. [SCM 3.06.G]
 5. Contracts shall be procured through competitive bid procedures governed by State procurement regulations.

ARTICLE IV. REPORTING PROVISIONS

- A. The Contractor shall have written procedures and a reliable email system to assure that all submitted SNAP-Ed data is timely, complete, accurate, and verifiable.
- B. The Contractor shall maintain a program data collection and reporting system as specified in this Agreement.

ARTICLE IV. REPORTING PROVISIONS (Continued)

- C. The Contractor shall provide support and technical assistance to subcontractors and respond in writing, all written requests for directions, guidance, and interpretation of instructions to include client and performance data. [SNAP-Ed Guidance]
- D. The Contractor shall review and monitor the collection of contract data to ensure it is accurately reported.
- E. The Contractor shall attend and participate in required SNAP-Ed contract data collection training.
- F. The Contractor shall electronically submit SNAP-Ed quarterly data via the Activity Tracking Form (ATF) online data reporting system, as follows:

Quarter	Reporting Period	Due Date
Quarter 1	October 1 - December 31	January 30
Quarter 2	January 1 - March 31	April 30
Quarter 3	April 1 - June 30	July 30
Quarter 4	July 1 - September 30	October 30

- G. The Contractor shall electronically submit annual FFY SNAP-Ed data reports via the ATF online data reporting system, as follows, or as instructed by CDA:

Reporting Period	Due Date
October 1, - September 30	October 30

- H. If the Contractor anticipates submitting a late report, the Contractor shall submit a written explanation, including the reasons for the delay and the estimated date of submission, ten (10) days prior to the report due date to SNAP-Ed.Data@aging.ca.gov.
- I. The Contractor shall verify the accuracy of all data submitted to CDA and respond to any CDA data verification requests.

ARTICLE IV. REPORTING PROVISIONS (Continued)

- J. The Contractor shall collect and submit data in accordance with the current FFY federal SNAP-Ed Plan Guidance. AAAs are responsible for:
 - 1. Compiling and submitting accurate contract data to CDA.
 - 2. Reviewing and monitoring the collection of contract data to ensure it is accurately reported.
 - 3. Attending and participating in required SNAP-Ed contract data collection training.

- K. The Contractor shall, in accordance with CDA SNAP-Ed requirements, correct and/or explain questionable data.
 - 1. The Contractor shall correct all errors identified. All corrections shall be submitted to SNAP-Ed.Data@aging.ca.gov.
 - 2. The Contractor shall verify all quarterly and annual SNAP-Ed data for accuracy in accordance with USDA, FNS and CDA requirements.

- L. The Contractor shall electronically submit a narrative SNAP-Ed annual report summarizing activities provided during the previous FFY. Detailed information for developing the SNAP-Ed annual report will be provided in future program guidance.

- M. The Contractor shall submit quarterly progress reports providing details on the progress and achievements in reaching AAA goals and objectives. A quarterly report form will be provided by CDA and is due thirty (30) days after the end of each quarter, or as instructed by CDA. Quarterly reports shall be submitted to SNAP-Ed@aging.ca.gov.

ARTICLE V. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to CDA within fifteen (15) days of CDA's written Notice of Termination or Contractor's Notice of Intent to Terminate (pursuant to Exhibit D, Article XII of this Agreement) for a service funded by SNAP-Ed. The transition plan must be approved by CDA and shall, at a minimum, include the following:
 - 1. A description of how SNAP-Ed Participants will be notified about the change in their SNAP-Ed provider.

ARTICLE V. TRANSITION PLAN (Continued)

2. A plan to dispose of or transfer all records, including confidential records, to a new contractor or CDA, as directed by CDA.
 3. A plan to inform community referral sources of the pending termination of this SNAP-Ed contract and what alternatives, if any, exist for future referrals.
 4. A plan to maintain adequate staff to provide continued SNAP-Ed services through the remaining term of the Contract.
 5. A full inventory of all property purchased during the entire operation of the Contract using SNAP-Ed funding.
 6. A plan to dispose of, or transfer all property purchased during the entire operation of the Contract using SNAP-Ed funds.
 7. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required in this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.